

**CITY OF MENASHA
COMMON COUNCIL**

Virtually

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OR

In-person

100 Main Street

First Floor Conference Rooms

Monday, June 7, 2021

6:00 PM

AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. PUBLIC HEARING

E. REPORT OF DEPARTMENT OFFICERS/DEPARTMENT HEADS/STAFF/CONSULTANTS

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

Minutes to receive:

- a. Administration Committee, 5/17/21
- b. Board of Public Works, 5/17/21
- c. Board of Review, 5/21/20
- d. Holiday Lights Ad-hoc Committee, 5/19/21
- e. Library Board, 5/12/21
- f. Personnel Committee, 5/17/21
- g. Police Commission, 3/26/21 & 5/20/21
- h. Water and Light Commission, 4/28/21

Communications:

- i. Whiting Paper Mill – 100 River Street Update
- j. Consideration of Blighted Property – 336 Eighth Street
- k. COVID-19 Update
- l. Appointment of Public Health Director

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, 5/17/21
2. Special Common Council, 5/26/21

Administration Committee, 5/17/21, Recommends:

3. Accepting the bid of Post-Crescent Media as the official City newspaper for 2021-2022

Board of Public Works, 5/17/21, Recommends:

4. Approval of the payment to Sommers Construction Company, Inc.; Contract Unit No. 2021-06; Baldwin Street Reconstruction; \$54,899.50 (Payment No. 3)
5. Approval of the payment to Miron Construction Co, Inc.; Contract Unit No. 2020-06; Public Works Facility Construction Project; \$75,233.74 (Payment No. 14)
6. Approval of the payment to Miron Construction Co, Inc.; Contract Unit No. 2020-06; Public Works Facility Construction Project; \$383,724.46 (Payment No. 15)
7. Installation of the Faith Technologies proposed roof mounted solar PV system at a cost of \$175,795 utilizing the WPPI Member Energy Efficiency and Renewable Loan Program
8. Rejecting Contract Unit No. 2021-01; Street Construction and Rehabilitation-Various Streets
9. Awarding Contract Unit No. 2021-01; Street Construction and Rehabilitation –Various Streets; Northeast Asphalt, Inc.; \$1,308,722.05

Personnel Committee, 5/17/21, Recommends Approval of:

10. The Engineering Department's Engineering Technician position revisions as indicated in the Public Works Department's memo dated May 11, 2021

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 5/14/21 – 6/3/21 in the amount of \$1,815,614.56
2. Beverage Operators License Applications for the 2019-2021 licensing period
3. Renewal Beverage Operators License Applications for the 2021-2023 licensing period
4. Liquor License Renewals for the 2021-2022 licensing year
5. Outdoor Alcohol Beverage Service Permit Applications for the 2021-2022 licensing year
6. Outdoor Alcohol Beverage Service Permit Street Serve Applications for 2021 licensing year
7. Land Purchase and Development Agreement between the City of Menasha and Hart Family Coffee, LLC – 901 Airport Road
8. Comprehensive Plan Update 2021 - Ad hoc Committee

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. R-27-21 A Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement
2. R-28-21 A Resolution Authorizing the Issuance and Sale of up to \$997,383 Water System Revenue Bonds, Series 2021C
3. R-29-21 A Resolution Authorizing Participation In The WIWARN Mutual Aid and Assistance Program

L. APPOINTMENTS

1. Appointment of Laura Jungwirth to the Position of Director of Public Works, effective June 7, 2021 and enhanced vacation allowance
2. Mayor's reappointment of Candyce Rusin to the Board of Health for the term of 5/1/21 - 5/1/24

M. RECESS TO COMMITTEES

N. DISCUSSION/ACTION ITEMS

1. 225 Main Street Redevelopment
 - a. The Common Council may adjourn into Closed Session pursuant to Wis. Statute 19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (225 Main Street Redevelopment)
 - b. The Common Council may adjourn into Open Session to take action on items discussed in Closed Session

O. CLAIMS AGAINST THE CITY

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

Q. ADJOURNMENT

MEETING NOTICE
Monday, June 21, 2021
Common Council Meeting – 6:00 p.m.
Committee Meetings to Follow

CITY OF MENASHA
ADMINISTRATION COMMITTEE
TEL-WEB CONFERENCE AND IN-PERSON
MAY 17, 2021
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 8:14 p.m.

B. ROLL CALL

PRESENT: Ald. Schmidt, Tom Grade, Ted Grade, Ropella, Nichols, Taylor, Sevenich, Langdon

C. ALSO PRESENT: PC Styka, FC Kloehn, CDD Schroeder, DPW Alix, FM Pearson,
PHD McKenney, PRD Sackett, CA/HRD Captain, Mayor Merkes, Clerk Krautkramer

D. MINUTES TO APPROVE

1. Administration Committee, 4/20/21

Moved by Ald. Ropella seconded by Ald. Ted Grade to approve the minutes.

Motion carried on voice vote.

E. DISCUSSION / ACTION ITEMS

1. Accept bid of Post-Crescent Media as the official City newspaper for 2021-2022

Moved by Ald. Ropella seconded by Ald. Sevenich to recommend to Common Council to accept the bid of Post-Crescent Media as the official City newspaper for 2021-2022.

Motion carried on voice vote.

General discussion ensued on article sharing.

F. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Tom Grade to adjourn at 8:18 p.m.

Motion carried on voice vote.

Haley Krautkramer
City Clerk

CITY OF MENASHA
BOARD OF PUBLIC WORKS
TEL-WEB CONFERENCE AND IN-PERSON
MAY 17, 2021
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Langdon at 8:18 p.m.

B. ROLL CALL

PRESENT: Ald. Schmidt, Tom Grade, Ted Grade, Ropella, Nichols, Taylor, Sevenich, Langdon

ALSO PRESENT: PC Styka, FC Kloehn, CDD Schroeder, DPW Alix, FM Pearson, PHD McKenney, PRD Sackett, CA/HRD Captain, Mayor Merkes, Clerk Krautkramer

C. MINUTES TO APPROVE

1. Board of Public Works, 5/3/21

Moved by Ald. Taylor seconded by Ald. Ted Grade to approve the minutes.

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. Payment – Sommers Construction Company, Inc.; Contract Unit No. 2021-06; Baldwin Street Reconstruction; \$54,899.50 (Payment No. 3)

Staff provided an overview of the payment to Sommers Construction Company, Inc.; Contract Unit No. 2021-06; Baldwin Street Reconstruction; \$54,899.50 (Payment No. 3).

Moved by Ald. Taylor seconded by Ald. Tom Grade to recommend to Common Council to approve the payment to Sommers Construction Company, Inc.; Contract Unit No. 2021-06; Baldwin Street Reconstruction; \$54,899.50 (Payment No. 3).

Motion carried on roll call 8-0.

2. Payment – Miron Construction Co, Inc.; Contract Unit No. 2020-06; Public Works Facility Construction Project; \$75,233.74 (Payment No. 14)

Staff provided an overview of Payment to Miron Construction Co, Inc.; Contract Unit No. 2020-06; Public Works Facility Construction Project; \$75,233.74 (Payment No. 14).

Moved by Ald. Taylor seconded by Ald. Schmidt to recommend to Common Council to approve the payment to Miron Construction Co, Inc.; Contract Unit No. 2020-06; Public Works Facility Construction Project; \$75,233.74 (Payment No. 14).

Motion carried on roll call 8-0.

3. Payment – Miron Construction Co, Inc.; Contract Unit No. 2020-06; Public Works Facility Construction Project; \$383,724.46 (Payment No. 15)

Staff provided an overview of the final Payment to Miron Construction Co, Inc.; Contract Unit No. 2020-06; Public Works Facility Construction Project; \$383,724.46 (Payment No. 15).

Moved by Ald. Taylor seconded by Ald. Schmidt to recommend to Common Council to approve the payment to Miron Construction Co, Inc.; Contract Unit No. 2020-06; Public Works Facility Construction Project; \$383,724.46 (Payment No. 15).

Motion carried on roll call 8-0.

4. Recommend to Award- Contract Unit No. 2021-08; Public Works Facility Cold Storage Building; MJJ Building Services, LLC; \$224,350.00

Staff provided an overview of the bids for Contract Unit No. 2021-08; Public Works Facility Cold Storage Building and commented on the associated costs.

General discussion ensued on the size of the cold storage facility, costs, and landscaping.

Moved by Ald. Taylor seconded by Ald. Tom Grade to recommend to Common Council to award Contract Unit No. 2021-08; Public Works Facility Cold Storage Building to MJJ Building Services, LLC; \$224,350.00.

Motion carried on roll call 8-0.

5. Recommend to Reject- Contract Unit No. 2021-01; Street Construction and Rehabilitation–Various Streets

Staff provided an overview of the recommendation to reject Contract Unit No. 2021-01; Street Construction and Rehabilitation–Various Streets.

General discussion ensued on re-bidding, street locations, costs, and laterals.

Moved by Ald. Taylor seconded by Ald. Schmidt to recommend to Common Council to reject Contract Unit No. 2021-01; Street Construction and Rehabilitation-Various Streets. Motion carried on roll call 8-0.

6. Recommend Installation- Public Works Facility Solar Photovoltaic System

Staff provided an overview of the recommended installation of the photovoltaic system at the Public Works Facility.

General discussion ensued on the solar industry, environmental impacts, and contingency funds usage.

Moved by Ald. Taylor seconded by Ald. Tom Grade to recommend to Common Council to approve the installation of the Faith Technologies proposed roof mounted solar PV system at a cost of \$175,795 utilizing the WPPI Member Energy Efficiency and Renewable Loan Program.

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Schmidt to adjourn at 9:02 p.m.

Motion carried on voice vote.

Haley Krautkramer
City Clerk

CITY OF MENASHA
BOARD OF REVIEW
First Floor Conference Room 133
100 Main Street, Menasha
May 21, 2020
MINUTES

A. CALL TO ORDER

Meeting called to order by Clerk Galeazzi at 10:00 p.m.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

PRESENT IN PERSON: Commissioners Jessica Crane, Ellen Maxymek, Patricia Rudolph, Ray Zielinski.

PRESENT VIA TELEPHONE: Commissioner Jeff Nichols.

ALSO PRESENT IN PERSON: Luke Mack (Associated Appraisal), FD Jennifer Sassman, Clerk Debbie Galeazzi, Deputy Clerk Haley Mader.

D. ACTION ITEMS

1. Select Chairman and Vice-Chairman

Clerk Galeazzi opened the floor for nominations for Chairman.

Moved by Comm. Nichols seconded by Comm. Zielinski to nominate Comm. Rudolph as Chairman.

Motion carried on voice vote, all voting aye.

Comm. Rudolph opened the floor for nominations for Vice-Chairman.

Moved by Comm. Rudolph seconded by Comm. Zielinski to nominate Comm. Crane for Vice-Chairman.

Motion carried on voice vote, all voting aye.

2. Approve Minutes of September 17, 2019

Comm. Maxymek requested corrections to the minutes: D4, first paragraph should include the word "because" in the second sentence. The sentence should be

"He stated the assessed value of his property should be \$135,000 based on other similar properties in his neighborhood and because the property behind his floods which impacts his property.

Fourth paragraph, the word "compatibles" should be changed to "comparables".

Moved by Comm. Zielinski seconded by Comm. Nichols to approve the minutes as corrected.

Motion carried on voice vote, all voting aye.

3. Clerk's Report – Board of Review Notification

Clerk Galeazzi reported Open Book and Board of Review notifications were published in the Appleton Post Crescent on April 20 and May 4. Notifications were posted on the front door of City Hall, Post Office, Library, Utilities, and on the City's website.

She also reported Commissioners Tom Stoffel, Jeff Nichols and Patty Rudolph attending training and are certified until 2022.

4. Examine Assessor's Roll

Luke Mack, Associated Appraisal, explained the 2020 assessment rolls. Level of assessment is at approximately 100%. Property owners whose property value changed from 2019 were sent assessment notices on April 22, 2020. Open Book was held on May 5 & 7 by telephone because of the current COVID-19 pandemic.

5. Review and accept correction of error

Luke Mack explained the one correction of error for 724 Nicolet Blvd, Menasha. The acreage of the property was listed incorrectly. It has been corrected in the GIS mapping system and the assessment files. The correction reduces the total assessment of the property by \$12,500. The change in assessment reduced the property taxes by \$314.23. The Board of Review can certify the correction and refund the property owners of 724 Nicolet Blvd \$314.23 for overpayment of 2019 property taxes.

Moved by Comm. Maymek seconded by Comm. Zielinski to certify the correction of error for 724 Nicolet Blvd and refund \$314.23 of the 2019 property taxes.
Motion carried on voice vote, all voting aye.

6. Hearing Objections, Review, Board Determinations

Luke Mack explained an Objection of Real Property Assessment was filed by Chifest Properties Menasha LLC, d/b/a Festival Foods, 1355 Oneida Street, Menasha. He explained the Assessor and/or the property owner have the right to request the Board of Review waive a hearing. He is requesting the assessment be sustained and the hearing be waived based on the information that was provided by the property owner. He feels it would be the in the best interest of the City to waive the hearing as this case is better suited for the courts. The property owner has the right to appeal to Circuit Court.

Moved by Comm. Zielinski seconded by Comm. Nichols to sustain the assessment and waive the Board of Review hearing of Chifest Properties Menasha LLC, d/b/a Festival Foods, 1355 Oneida Street, Menasha.
Motion carried on voice vote, all voting aye.

Moved by Comm. Nichols seconded by Comm. Crane to recess at 10:25 a.m.
Motion carried on voice vote, all voting aye.

Reconvened at 12:00 p.m.

No other cases for the Board of Review.

E. ADJOURNMENT – Sine Die

Moved by Comm. Crane seconded by Comm. Maymex to adjourn sine die at 12:00 p.m.
Motion carried on voice vote, all voting aye.

Deborah A. Galeazzi, WCMC
City Clerk

CITY OF MENASHA
HOLIDAY LIGHTS – AD-HOC COMMITTEE
VIRTUAL & IN-PERSON
MAY 19, 2021
MINUTES

A. Call to Order

Meeting was called to order by Chairman Ropella at 7:00 p.m.

B. Roll Call

PRESENT: Ann Schmidt, Tom Grade, Randy Ropella, Kathy Mc Coullough, Stan Sevenich (Virtual), James Taylor (Virtual)

ABSENT: Pat DuFrane, Greg Wroblewski, Sandra Dabill-Taylor

C. Minutes to Approve

1. Holiday Lights – Ad-Hoc Committee 3/10/2021

Minutes were approved.

D. Discussion/Action Items

1. Review Donations Submitted to Date

- i. The committee discussed the donors and the total donation amount submitted to date.
- ii. The committee decided to outreach further by having a committee member be present at the June 3, 2021 Menasha Downtown Farmer's Market. This member will help outreach to potential future donors and to help share the committee's vision of beautifying the Downtown Area.
- iii. A city walk of the committee members was decided for June 3rd to provide businesses signage and information/donor forms to share with their customers.
- iv. Individual committee members will be reaching out to additional businesses/entities regarding donations:
 1. Ald. Taylor – Festival Foods
 2. Ald. Tom Grade – Community First
 3. Ald. Sevenich – Nicolet Bank
 4. Ald. Ropella – Menasha Utilities, Coonen's Complete Service, and the Community Foundation

2. Draft Receipt of Donation Letter

- i. Group discussed process of after submission of donation, a receipt donor acknowledgement letter, along with a copy of a printout from the city's receipting system is sent out to the donor.

E. Communication

1. Next meeting scheduled for June 23, 2021 for in-person/virtual (depending upon mask update).

F. Adjournment

Moved by Ald. Schmidt and seconded by Ald. Tom Grade to adjourn. Motion carried on voice vote.

Respectively submitted by Ald. Randy Ropella
Chairman

MEETING NOTICE
Thursday, June 23, 2021
Holiday Lights – Ad-Hoc Committee - 7:00 p.m.

**MINUTES
BUILDING AND GROUNDS COMMITTEE
ELISHA D. SMITH PUBLIC LIBRARY BOARD OF TRUSTEES
COMPANY E ROOM
May 12, 2021**

Called to order at 2:04pm by Chairman Schwerbel

Committee members present: Franzoi, Golz, Schwerbel and Turner (at 2:10pm via Zoom)

Also present: Margaret Sullivan (via Zoom), Director Kopetsky, Adult Services Supervisor Moore-Nokes, Support Services Supervisor Raschke and Business Manager Dreyer

Public Comment/Communication: None

Facility Planning Discussion

- The committee met with Margaret Sullivan to discuss her potential role in this project.
- An RFP form will be developed by the end of the month to send to architects.

Turner and Sullivan left the meeting at 3:03pm.

Franzoi left the meeting at 3:12pm

Adjournment

The meeting adjourned at 3:35pm.

Respectfully submitted,
Kathy Dreyer, recording secretary

CITY OF MENASHA
PERSONNEL COMMITTEE
TEL-WEB CONFERENCE AND IN-PERSON
MAY 17, 2021
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Ted Grade at 9:03 p.m.

B. ROLL CALL

PRESENT: Ald. Schmidt, Tom Grade, Ted Grade, Ropella, Nichols, Taylor, Sevenich, Langdon

ALSO PRESENT: PC Styka, FC Kloehn, CDD Schroeder, DPW Alix, FM Pearson,
PHD McKenney, PRD Sackett, CA/HRD Captain, Mayor Merkes, Clerk Krautkramer

C. MINUTES TO APPROVE

1. Personnel Committee, 4/20/21

Moved by Ald. Mayor Merkes seconded by Ald. Nichols to approve the minutes.

Motion carried on vote.

D. DISCUSSION / ACTION ITEMS

1. Engineering Technician Revisions

Staff provided an overview of the position changes in the Engineering Department.

General discussion ensued on current positions, job descriptions, and education and certification requirements.

Moved by Ald. Ted Grade seconded by Ald. Ropella to recommend to Common Council to approve the Engineering Department's Engineering Technician position revisions as indicated in the Public Works Department's memo dated May 11, 2021.

E. ADJOURNMENT

Moved by Ald. Nichols seconded by Ald. Ropella to adjourn at 9:25 p.m.

Motion carried on voice vote.

Haley Krautkramer
City Clerk



Police Commission President Jim Meinke called the meeting to order March 25, 2021 at 4:31 PM, Menasha Safety Building, 430 First Street, Menasha, Wisconsin

Present: Commissioners James Meinke, Jerry Jakubek, Nancy Ball, Trevor Martin and Debbie Galeazzi, Chief Tim Styka and Deputy Chief Angie Hanchek

Absent: None

Minutes to Approve: Commissioner Galeazzi moved to approve the January 21, 2021 draft meeting minutes. Commissioner Martin seconded the motion. The Commission unanimously approved the minutes.

Communications to Receive: None

Chief's Report/Discussion with Chief Styka:

Training:

- Crisis Intervention Training: Schanke and Heinen (40 hrs)
- Wisconsin Police Leadership Foundation Training Conference: Thorn, Hanchek and Styka (16 hrs)
- CVMIC - Leadership: Gennrich (3 hrs)
- CPR/AED: All sworn personnel (1 hr)
- Background Investigations for Police Applicants: Spiegel (12 hrs)
- ARIDE: Schaefer & Fredrickson (16 hrs)
- Open Records: Sewall & Albrecht (16 hrs)
- Evidence Tech for Patrol: Abrahamson (8 hrs)
- CVMIC – Safety for Leaders: Gennrich (3 hrs)
- Wisconsin Association for Identification Virtual Conference: Sewall (7.25)
- Pursuit Biennial In-service: All personnel (4 hrs)
- Conflict Communications: Hoernke (8 hrs)
- CVMIC – Internal Communication for Leaders: Gennrich (3 hrs)
- Sex Offender Training for Patrol: Gennrich, Heinen, Fredrickson & Rotta (8 hrs)

Department Updates:

- Training Updates:
 - Jason Fredrickson, Michael Onley, Aaron Schafer, Jason Eake and Brian Van Alstyne are all in solo patrol.
 - Jon Van Schyndel is still currently on military leave. We have not been updated as to how long his assignment will continue.
- Hiring process: Sam Vassar has been hired as a Police Cadet and is currently still in the Police Academy at Fox Valley Technical College. We are doing backgrounds on two additional candidates for a possible eligibility list.
- We have had two crashes involving employees executing a U-turn in the past six months. We are working on putting on a training to help educate our staff on the safe way to execute this maneuver.
- Our Spring In-service is scheduled for early April. Topics will include Brown/Outagamie County Bomb Squad, Trauma and its impact on personnel and our second phase of Officer Resiliency Training
- COVID-19 Updates: As the community continues to transition into the next phase of the pandemic, so does the Police Department. While initial participation in receiving the vaccine was under the goal of 70%, additional employees continue to opt in to receive the vaccine.
- Deputy Chief Angie Hanchek provided a report on the department's new Wellness Program. The program will concentrate on 3 areas of wellness: Physical Health, Mental Health and Financial Health. Dep. Chief Hanchek developed this program as part of her project in the Wisconsin Command College. After providing a framework and receiving Council support, a committee of employees was established to run the program. The committee has been working hard and is very enthusiastic on this project. The department has seen a very positive response from the officers who are embracing the programs that have been offered.
- A draft copy of the 2020 Annual Report was provided. Chief Styka went over some of the highlights of the report and pointed out some of the changes from last year due to the pandemic. The final report will be released in early April.

Motion to adjourn: At 5:36 pm Commissioner Meinke made the motion to adjourn. This was seconded by Commissioner Galeazzi and approved 5-0.

The next meeting will be held Thursday, May 20, 2021 starting at 4:30 pm. Menasha Safety Building, 430 First Street, Menasha, Wisconsin.

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

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



MENASHA POLICE COMMISSION MEETING MINUTES
DRAFT 5/20/21

Police Commission President Jim Meinke called the meeting to order May 20, 2021 at 4:31 PM, Menasha Safety Building, 430 First Street, Menasha, Wisconsin

Present: Commissioners James Meinke, Jerry Jakubek, Nancy Ball, and Debbie Galeazzi, Chief Tim Styka and Lt. Matt Albrecht

Absent: Trevor Martin

Minutes to Approve: Commissioner Meinke moved to approve the March 26, 2021 draft. Commissioner Ball seconded the motion. The Commission unanimously approved the minutes.

Communications to Receive: None

Action Item: Discussion of probationary status of Officer Jason Fredrickson. The group had discussion about his performance during his probationary period. Commissioner Galeazzi made a motion to grant Officer Fredrickson Full Employment status provided that an update will be provided to the Commission at the next meeting in two months. The motion passed 4-0.

Chief's Report/Discussion with Chief Styka:

Training:

- In-service Training: All sworn personnel (4 hrs)
- Mobile Command Post Training: Aaron Schaefer (1 hr)
- Background Investigations for Police Applicants: Albrecht & Birkholz (12 hrs)
- Investigating and Interpreting Video Recorded Use of Force: Thorn and Lenss (8 hrs)
- Rifle Instructor: Lenss (20 hrs)
- Basic Cyber Investigations: Heidemann (8 hrs)
- WILEAG Core Assessor and Manager Training: Whitney (16 hrs)
- Wisconsin Association of Homicide Investigators Conference (16 hrs)
- Two-man Team Tactics: Sawyer (16 hrs)
- 2021 FBI NIBRS Training: Groeschel (12 hrs)

Department Updates:

- Michael Onley, Aaron Schafer, Jason Eake and Brian Van Alstyne are all in solo patrol.

- Sam Vassar has graduated from the academy and is has started his field training this week.
- Maria Taillon has been hired as a Relief Com Tech
- Code Enforcement Specialist Joe Polzien has retired from the City
- Jon Van Schyndel has resigned and is now working full time with the military.
- Police Week Awards: Last week we hosted our annual Police Week Awards. A copy of the awards given out are attached to your documents for the meeting.
- Jason Eake is finishing up his certification as a drone pilot.
- COVID-19 Updates: The Police Department has transitioned to the new rules of requiring unvaccinated people to wear masks. Those that have been fully vaccinated do not.
- Report from Lt. Matt Albrecht on implementation of hybrid patrol vehicles.

Police Week 2021 Awards

Assignment Recognition:

- Officers Kelly Gennrich, Rick Heinen, Kate Oberle, Derrick Rotta and Jason Fredrickson were given their American Flag pin signifying their completion of their probationary period.
- Officer Kelly Gennrich received the Police Training Officer Service Ribbon. This is given to an officer who honorably serves as a member the PTO unit.
- Lt. Adam Schulz received the Instructor Ribbon for serving as a Department Instructor for over three years.
- Lt. Nick Thorn and Inv. Amy Cook received the Crime Scene Technology Ribbon for completing Evidence Technician training and serving in the position for one year.
- Officer Jeff Jorgenson and Officer Shelby Birkholz received the Sensitive Crime Officer Ribbon for serving the department in this capacity.

Years of Service:

- Lt. Joel Nelson 5 years
- Lt. Matt Lenss, Records Clerk Jenny Groeschel and Court Liaison Bev Sawyer 15 years
- Officer Nick Oleszak and Chief Tim Styka 25 years

Teamwork

- 13 team members received an award for their work in assisting a victim of a very severe domestic abuse crime. Officers worked tirelessly to document the extensive crime scene to help hold the suspect accountable for their actions.
- Lieutenants Matt Lenss and Lt. Matt Spiegel and Officers Mike Oney, Jason Eake Brian Van Alstyne and Jason Fredrickson assisted in supporting the law enforcement efforts following the shooting at the Fox River Mall.

- Officers Matt Schanke, Shelby Birkholz, Kate Oberle and Rick Heinen for their compassion and professionalism in dealing with a suicide involving a young member of our community.
- 21 members of the Department received this award for their response, actions at the scene and subsequent investigation of a fire that took the lives of two community members. An incident such as this takes considerable resources to determine what took place and if there is anyone responsible from a legal perspective.
- Lieutenants Nick Thorn and Joel Nelson, Inv. Amy Cook, SRO Denton Heidemann, CLO Nick Oleszak and Officers Sara Swenson, Rick Heinen and Jason Fredrickson for their work in investigating a complex stabbing incident.

Unit Citation Award:

- Officer Dan Hoernke and Officer Shelby Birkholz for being one of the first responding officers to the Fox River Mall shooting. They, along with dozens of other officers, worked to secure the scene and assist those immediately impacted by the incident.

Civilian Recognition Awards

- Anna Pressley: Ms. Pressley was driving across the Racine Street Bridge on August 13, 2020 when she noticed there was a man standing on the water side of the railing over the dam. She called 911 and kept the person calm until officers arrived. The officer and Ms. Pressley were able to have the person come back over the railing without incident where he was then brought to the hospital for assistance.
- Caleb Lyons: It is often said that the job of a police officer is 24/7. On September 15, 2020 Officer Lyons was off duty at a business in Menasha trying to locate some personal property that had been taken. A person entered the store with an axe and was threatening store employees. One of our officers arrived on scene and worked to deescalate the situation. The male subject then made a move for the axe and struck the officer in the face. A struggle then ensued and without hesitation Officer Lyons stepped in to assist in gaining control of the subject. His assistance helped to end the situation quicker and with no major injuries to anyone involved.

Above and Beyond Award

- In police work a person really does not know what will happen on a daily basis. This is not only true for the officers, but all of our team members. On August 9, 2020 PSP Mary Janssen was working the night shift when a man came into the lobby of the police department. He said he needed some help and then proceeded to pull a large knife that he was concealing out and placed it up to his neck threatening self-harm. PSP Janssen was able to summons assistance and then spoke to the person keeping him calm. In fact, she was able to get the person to turn the knife over to her, prior to the officers making contact with him. The person was given further assistance to help him deal with the mental health crisis he was in.

Exceptional Performance in the Line of Duty:

Officer Derrick Rotta is the officer who responded to the man with the axe call listed above. Officer Rotta slowed things down and deescalated the situation. As things calmed down, the subject unexpectedly made a move toward the axe and punched Officer Rotta in the face as he was going for the axe. Officer Rotta, and other community members, were able to take the subject into custody without any serious injury to anyone involved.

Motion to adjourn: At 5:28 pm Commissioner Galeazzi made the motion to adjourn. This was seconded by Commissioner Ball and approved 4-0.

The next meeting will be held Thursday, July 15, 2021 starting at 4:30 pm. Menasha Safety Building, 430 First Street, Menasha, Wisconsin.

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

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

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

April 28, 2021

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:01 a.m., with Commissioners Roy Kordus, Don Merkes, Antoine Tines, and Gary Turchan 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; and Dawn Lucier, Administrative and Accounting Assistant. Also present was Elizabeth McMasters of CLA (Clifton, LarsonAllen, LLP).

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

- A. Minutes of the Regular Meeting of March 24, 2021.
- B. Approve and warrant the following payments dated March 25 – April 28, 2021 in the amount of \$5,727,938.85.
- C. Correspondence as listed:
 - Copy of email dated March 30th from Ji Yoon Lee RE: Congratulations for achieving the American Public Power Association Certificate of Excellence in Reliability for 2020.
 - Copy of email dated February 15 from Lauren Weyers RE: Congratulations for being recognized as a 2021 Tree Line USA.
 - Copy of letter dated April 13th to the Public Service Commission of Wisconsin RE: Menasha Utilities – Wisconsin Electric Boundary Agreement.
 - Copy of email dated February 24 from Madison Wendell RE: Achieving First in Group C of the American Public Power Association's 2020 Safety Awards of Excellence.
 - Copy of April 2021 MU Employee Newsletter.

Commissioner Merkes announced that the City of Menasha is having an Arbor Day celebration at 9 a.m. on April 29th, at the Menasha Utilities pumping station.

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

Customer Service Manager, Paula Maurer, joined the meeting at 8:05 a.m.

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

Item VI. Unfinished Business, Water Main Reconstruction Rating – Water Utility Manager, Adam Smith, gave a presentation of the weighting system being used to determine main replacement priority. Several factors were considered including water main age, size, flow, break history, lead, and road rating.

Scott Sternhagen, CLA, joined the meeting at 8:07 a.m.

With the presence of Scott Sternhagen, the Water Main Reconstruction Rating presentation was put on hold and New Business, Item VII, 2020 Audit was advanced for discussion.

Engineering Manager, Steve Grenell, joined the meeting at 8:10 a.m.

Item VII. New Business, 2020 Audit – The audited financial statements were discussed. The Utilities received a clean opinion with no reported instances of non-compliance on its financial statements, and ended the year with a positive net position.

Elizabeth McMasters and Scott Sternhagen departed at 8:38 a.m.

The water main reconstruction rating presentation was resumed and concluded.

APPA Reliability Benchmarking Report - Outage information by categories, and reliability indices, are included in the reliability report. This report assists staff with evaluation of the electrical distribution system and is used as a comparison with other APPA communities.

Water Rates and Loss of Water Customer Analysis - Current bill comparisons, and the overall rate impact if the Utility was to lose a large water customer, were presented.

Social Media – Procedures used for water and electric social media posts, and examples of posts with analytical data, were discussed.

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

March Financial and Project Status Reports – Compared to budget, electric consumption was 2.9% lower, total revenues were 3.2% lower, and cost of power was \$0.16/MWh higher. Net Operating Income was \$3,662 higher than budget due mainly to lower total operating expenses.

Water usage was 12.5% lower, Net Operating Income was \$23,733 higher, and revenues were \$23,647 lower compared to budget. The system loss ratio remains high, staff has been reviewing customer information and working on leak detection to find the cause.

Energy Services and Telecommunications revenue will be higher than budget for approximately a year due to the installation of a camera across from the Racine Street Bridge project. People are able to log in to see the progress of the project.

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

Project Reports, Water Projects - Data loggers have been installed in the distribution system; lead service lines are being replaced; the Water Main project has started on Nicolet Boulevard; AMI meters continue to be installed; and a safety site inspection was conducted at the Water Plant. An internal evaluation of the settling basin has been done and will be reported on next commission meeting and the DNR has been contacted regarding environmental issue permitting for the Intake project.

Electric Projects – The secondary bushings on the transformer, an oil leak on the radiators, and all breaker replacements have been completed at the Tayco Substation, crews are currently working on the 35kV system. A Northside Substation breaker is being replaced and the SCADA system is being upgraded. Tree trimming has begun, and Forster Engineering has been hired to begin a 20-year electrical system plan.

A joint meeting with the Utility and City Council is being planned with Mike Peters of WPPI Energy, for the annual update.

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

Item X. The motion by Comm. Allwardt, seconded by Comm. Kordus, was unanimously approved on roll call to adjourn at 9:45 a.m.

By: MARK L. ALLWARDT
President

GARY TURCHAN
Secretary

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



MEMORANDUM

To: Common Council
From: Community Development Department/SS
Date: June 7 2021
Re: **Whiting Paper Mill – 100 River Street Update**

On May 17, 2021, staff provided an update to the Common Council as it relates to the former Whiting Mill that caught fire on the evening of Sunday, May 2, 2021. Following this fire, the Fire Department did work with a demolition contractor to enter the active scene to stabilize the imminent dangers present at the site to close out the active fire scene, allow for the safety of our fire fighters and dissuade members of the public from trespassing. The fence installed by this contractor remains on-site at this time until the property owner and Council can determine action moving forward. The cost of this work totaled \$14,822.25 and will be billed to the property owner. Should this not be paid, the City will work with the County to place this as a charge against the property. Furthermore, the existing fence on-site will be invoiced monthly and sent to the property owner.

On Wednesday, May 5, 2021, the City of Menasha issued a raze order to the property owner, Danz Real Estate, LLC. With the property already drastically in debt, a singular asset being the property, and lack of corporate financial capabilities, the agent of the property stated they have no ability to or plans to undertake any work associated with the site including securing the premise or undertaking the razing of the building.

With this knowledge, Community Development is working on obtaining a few quotes to demolish the site to bring back to the Council for consideration. Any work completed would be billed to the property owner and then placed against the property if not paid.

At this time, to minimize costs, stabilize the site, and open the site up for exploratory purposes since the existing tailrace is in an unknown condition, staff is looking at this demolition in 2 phases. The first phase would be to bring the building down and open up the unknown foundation and tailrace. The second phase would be full site restoration.

The option of leaving the site as is would likely continue to deteriorate the value of the community and likely be an on-going burden on City services.

Future discussions of the site will take place at a later meeting. No action required at this time.



City of Menasha COVID-19 Pandemic Resilient Plan

Data Updates: June 3, 2021

Summary/What's New

- The City of Menasha Health Department released a Public Health Advisory on Wednesday, May 26. The advisory states that the Menasha Health Department adopts the Centers for Disease Control and Prevention (CDC) guidance for fully vaccinated individuals. The advisory can be viewed [here](#). More information about the updated CDC guidance for fully vaccinated individuals is below.
- COVID-19 vaccines have shown to be effective at preventing disease. On Thursday, May 14, the CDC released [updated guidance](#) for fully vaccinated people. The guidance states that fully vaccinated people can resume activities they did before the pandemic without wearing a mask or physical distancing except where required by federal, state, local, tribal, or territorial laws, rules and regulations, including local business and workplaces. International travel information can be found [here](#).
 - Important exemptions from the new guideline include healthcare settings, K-12 schools and public transportation, such as planes, buses, and trains.
 - The City of Menasha is following these new CDC guidelines regarding mask wearing in City buildings. A mask must still be worn when entering the Menasha Health Department.
 - The City of Menasha Health Department also recommends following the most recent CDC guidance. You are encouraged to continue wearing a mask if you are not fully vaccinated. Vaccination is one of the best tools to prevent disease.
- **ALL Wisconsin residents age 12 and older are eligible to receive the COVID-19 vaccine. Only the Pfizer-BioNTech vaccine is currently authorized to be used for those ages 12-17. The Moderna and Johnson & Johnson (Janssen) vaccines are only authorized to be used for those 18 years and older.**
 - Vaccine trials are underway to study vaccine safety and effectiveness in younger children.
 - If you have questions about the COVID-19 vaccine or need help finding an appointment, call: 844-684-1064 (toll-free) or visit vaccines.gov
 - Visit this [website](#) for information about what happens after you receive the vaccine.
 - You can find information about the Menasha Health Department's COVID-19 vaccine clinics on our [website](#).
- Information about new COVID-19 variants can be found on this [CDC webpage](#). WI DHS released a data tracking page for the COVID-19 Variants in the state. The webpage can be viewed [here](#).
- Please visit our [COVID-19 testing sites webpage](#) for information about where you can go to get tested for COVID-19. Antigen tests and PCR tests are available in the community.
- Currently in the City of Menasha the burden of confirmed COVID-19 cases is moderately high and the activity level is high. The case rate for this 2-week period (May 19 – June 1) is 91.4 cases per 100,000 population, which is a decrease from a case rate of 137.2 cases per 100,000 population in the previous 2-week period (May 12 – May 25).

Background

This data summary provides preliminary data on the cases of COVID-19 in the City of Menasha from May 19, 2021 – June 1, 2021. Most data included in this report is for laboratory confirmed cases of COVID-19 (lab-confirmed). Some data is available for probable cases of COVID-19. See the next page for a definition of a probable case. Case counts utilized for all graphs and tables are based on the date public health staff received and recorded the test results. Numbers here may not represent final case counts for this reporting period.

More Information

Additional resources and information about COVID-19 can be found on the following websites:

- [City of Menasha Health Department COVID-19 webpage](#)
- [Wisconsin Department of Health Services](#)
- [Winnebago County Health Department](#)
- [Calumet County Public Health Division](#)
- [Centers for Disease Control and Prevention](#)

Number and percent of Menasha residents* by age range who have received at least one dose of the COVID-19 vaccine (as of May 31)

Age Group	Residents who have received at least 1 dose	Age-Specific Population Count***	Percent of Age-Specific Population
12-15**	200	1,323	15.1%
16-17**	174	660	26.4%
18-24	664	2,125	31.2%
25-34	1,261	3,744	33.7%
35-44	1,508	3,416	44.1%
45-54	1,546	3,938	39.3%
55-64	1,966	3,001	65.5%
65+	2,770	3,152	87.9%
Total	10,089	21,359	47.2%

*Menasha residents who have received at least one dose of the COVID-19 vaccine who have a home address within the 54952 zip code.

**Only those ages 12 years and up are eligible for the COVID-19 vaccine. Those ages 12-17 are only eligible to receive the Pfizer-BioNTech COVID-19 Vaccine. For more information about population in Menasha, please visit: <https://www.unitedstateszipcodes.org/54952/#stats>

***Eligible population includes those ages 12 and up, and who are recommended to receive the COVID-19 vaccine. In Menasha, 21,359 (of 25,729) people are eligible to receive the vaccine.

To view more COVID-19 vaccine data, please visit: <https://www.dhs.wisconsin.gov/covid-19/vaccine-data.htm>

City of Menasha Weekly COVID-19 Status Summary

Case counts, case rate per 100,000 people, burden class, trajectory and activity level in the City of Menasha and the State of Wisconsin for the past two weeks (May 19 – June 1)

Note: WI DHS is undergoing continuous data cleaning and data may change as it is reviewed

	Count for Past 2 Weeks	Case Rate (per 100,000 people)	Burden Class*	Trajectory Class (N/A=no statistically significant change)	Activity Level	Population**
Lab-Confirmed Cases	16	91.4	Moderately High	N/A	High	17,510
Probable Cases***	4	22.8	Moderate	N/A	Medium	17,510
Combined	20	114.2	High	N/A	High	17,510
Wisconsin (Confirmed)	4,030	69.7	Moderately High	Shrinking	Medium	

*Burden Class is based off of the case rate per 100,000 people in the past two weeks. Visit the DHS website for more information <https://www.dhs.wisconsin.gov/covid-19/local.htm>

**Population for the City of Menasha was retrieved from https://doa.wi.gov/DIR/Final_Ests_Muni_2019.pdf

***A person is counted as a probable case of COVID-19 if they are not positive by a confirmatory laboratory test method (PCR/molecular test), but has tested positive using antigen test method OR has symptoms of COVID-19 AND has a known exposure to COVID-19 (for example, being in close contact of someone with COVID-19).

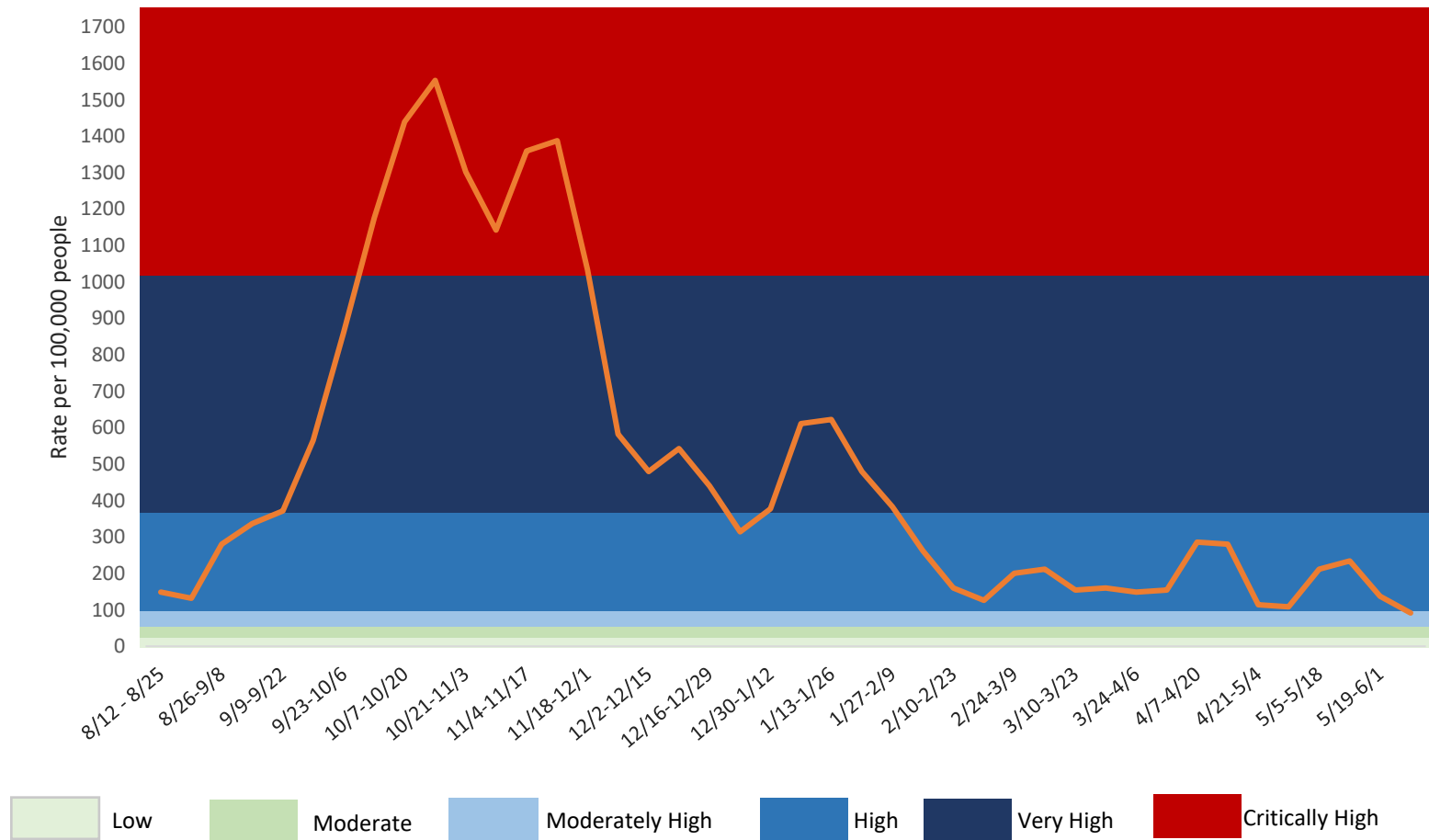
Wisconsin DHS Framework

The Wisconsin Department of Health Services (DHS) has developed and released a framework to guide decision-makers based on the activity levels in local jurisdictions in response to the current activity of COVID-19 in the community. The current categories for activity level are Low, Medium, High, Very High, and Critically High, and provide recommendations for mitigation strategies for each activity level category for jurisdictions to help guide the decision making process.¹ The full document can be viewed here: <https://www.dhs.wisconsin.gov/publications/p02789.pdf>

Burden (lab-confirmed case rate)

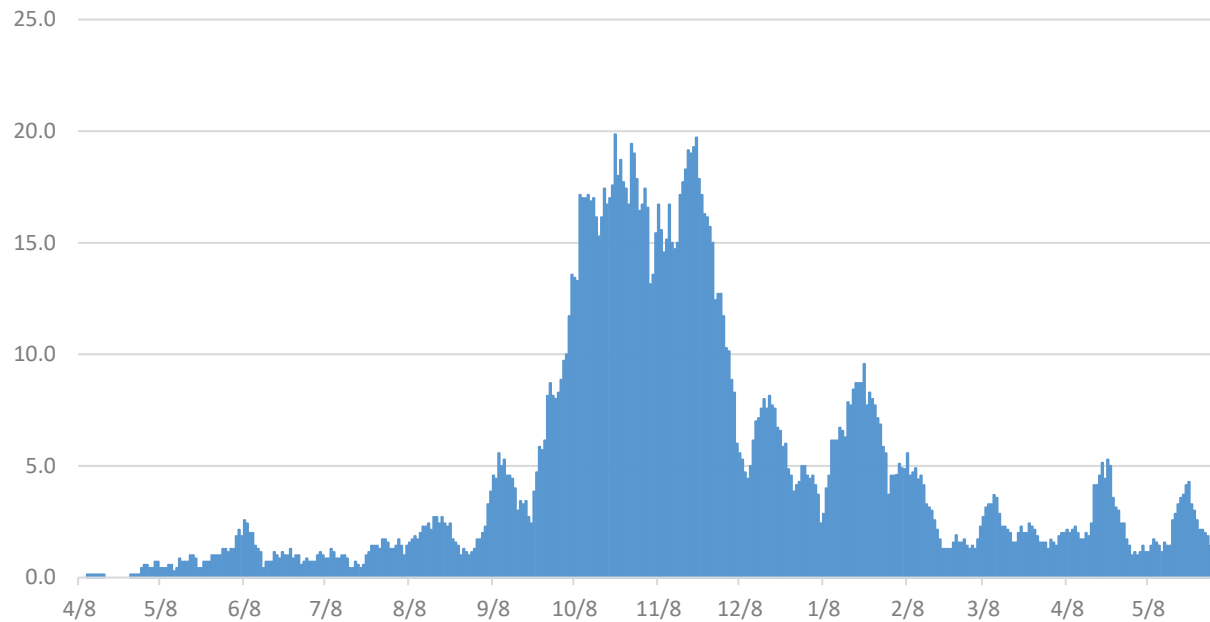
Burden Status	Case Rate per 100,000 residents in the past two weeks	City of Menasha number of cases in the past two weeks
Low	Case rate is less than or equal to 10.	Less than 2 cases.
Moderate	Case rate is greater than 10, but less than or equal to 50.	Greater than 1 cases, but less than or equal to 8 cases.
Moderately High	Case rate is greater than 50, but less than or equal to 100.	Greater than 8 cases, but less than or equal to 17 cases.
High	Case rate is greater than 100, but less than or equal to 350.	Greater than 17 cases, but less than or equal to 61 cases.
Very High	Case rate is greater than 350, but less than or equal to 1,000.	Greater than 61 cases, but less than or equal to 175 cases.
Critically High	Case rate is greater than 1,000.	Greater than 175 cases.

City of Menasha COVID-19 laboratory confirmed case rate trend and burden by 2-week periods*

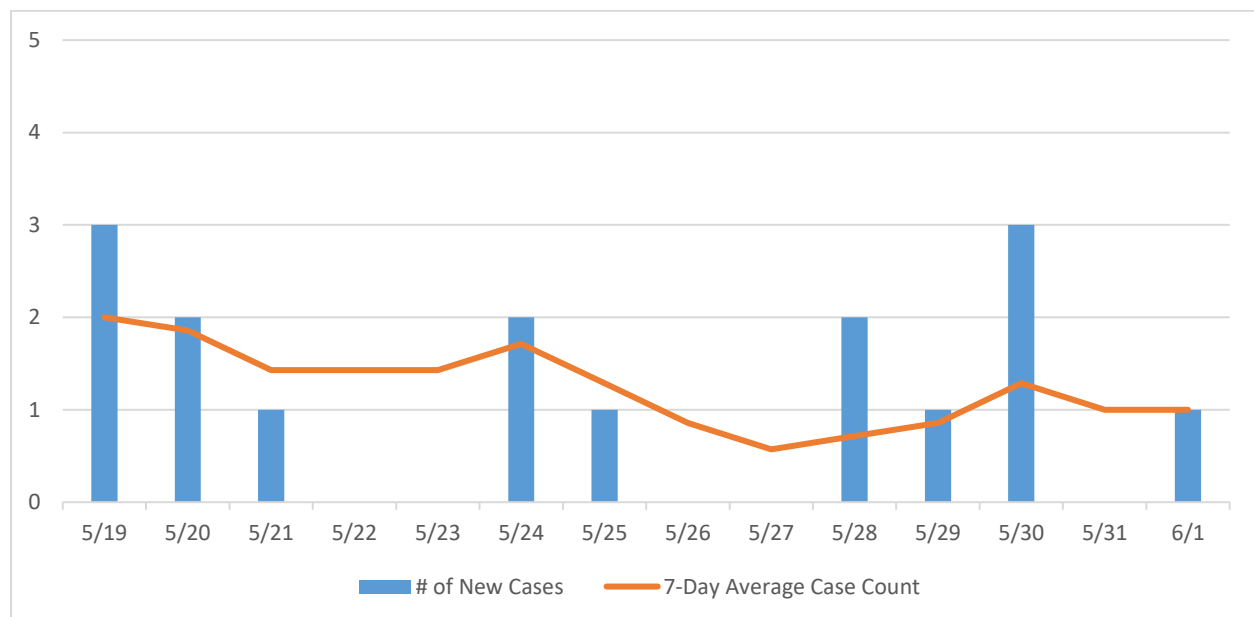


*see the table above for more information about burden status

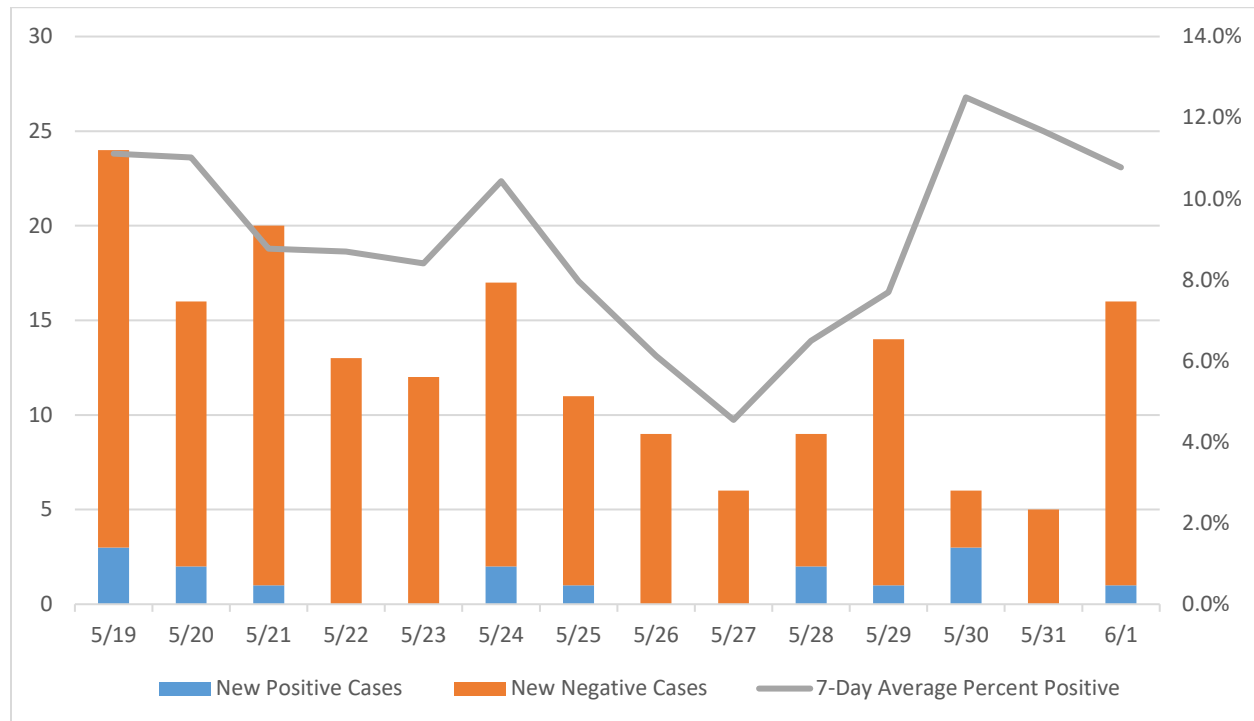
Average number of new cases of COVID-19 per day (7-Day rolling avg.) in the City of Menasha since March 2020 (as of June 1)



Number of laboratory confirmed COVID-19 cases by day in the City of Menasha in the past two weeks (May 19 – June 1) and the 7-day average



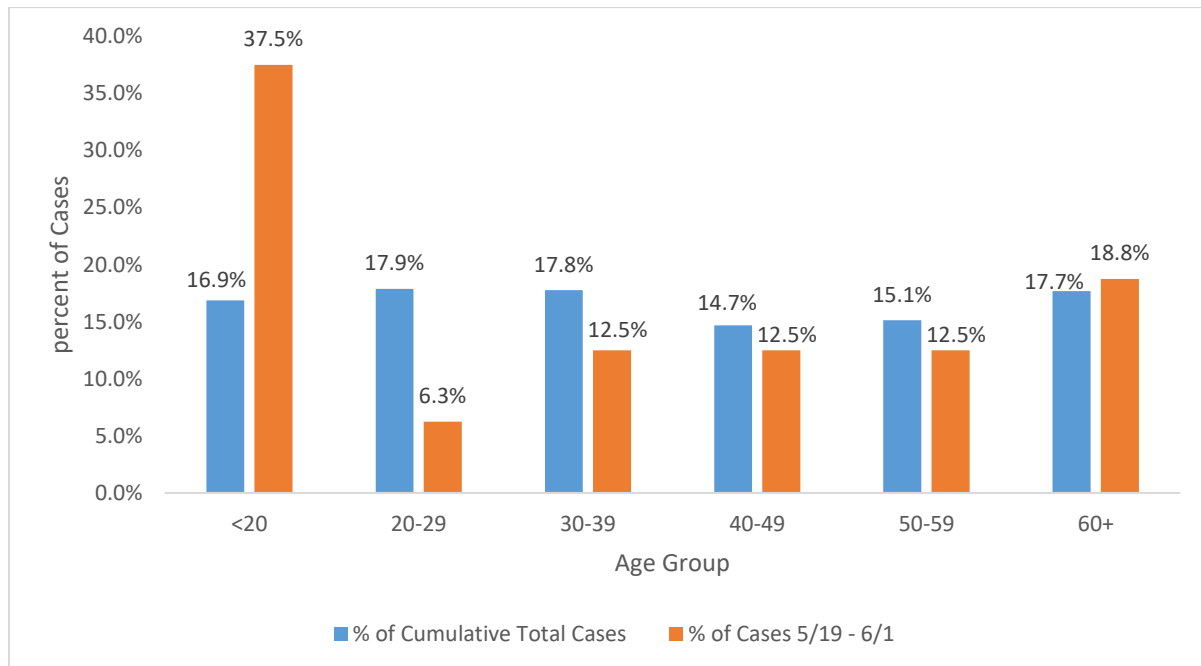
New COVID-19 tests, positive (PCR) and negative, by day and the 7-day average percent positive tests (May 19 – June 1)



Number and percentage of laboratory confirmed cases of COVID-19 by age: cumulative and in the past two weeks (May 19 – June 1)

Age Group	Cumulative total cases		Cases in the past two weeks	
	Number of Cases	Percentage of Total Cases	Number of Cases	Percentage of Cases in Past Two Weeks
<20	332	16.9%	6	37.5%
20-29	352	17.9%	1	6.3%
30-39	350	17.8%	2	12.5%
40-49	289	14.7%	2	12.5%
50-59	298	15.1%	2	12.5%
60+	348	17.7%	3	18.8%
Total	1,969	100%	16	100%

Percentage of laboratory confirmed cases of COVID-19 by age: cumulative and in the past two weeks (May 19 – June 1)



Metrics for Suppression (Harvard Global Health)

The Harvard Global Health Institute created a document containing metrics for COVID-19 suppression, a framework to use as a guide for policymakers and the public. This framework includes recommendations that include key metrics that can be used as an evaluation tool for COVID-19 response and mitigation. Looking at the daily case incidence (# of daily new cases per 100,000) can determine which category the jurisdiction is currently in and how to best respond. Decision-makers should evaluate and review the different phasing plans to determine which strategies to employ at the current period of time.ⁱ

Burden Class* (case rate per 100k)	Risk Levels** (Case Incidence per 100,000)	Intensity of Control Effort Needed	
Low (≤ 10)	Green (< 1)	Daily new cases per 100,000 people	On track for containment, conditional on continuing use of viral testing and contact tracing
Moderate ($10 \leq 50$)	Yellow ($1 < 5$)	Daily new cases per 100,000 people	Strategic choices must be made about which package of non-pharmaceutical interventions to use for control
Moderately High ($50 \leq 100$)	Yellow ($5 < 10$)	Daily new cases per 100,000 people	Strategic choices must be made about which package of non-pharmaceutical interventions to use for control

High (100≤350)	Orange (10<25)	Daily new cases per 100,000 people	Strategic choices must be made about which package of non-pharmaceutical interventions to use for control. Stay-at-home orders are advised, unless viral testing and contact tracing capacity are implementable at levels meeting surge indicator standards.
Very High (350≤1000)	Critically High (>1000)	Red (>25)	Daily new cases per 100,000 people
Stay at home-orders necessary			

*Burden classes (WI Department of Health Services) are determined by the case rate (per 100,000 people) in a 14-day period.

**Risk levels (Harvard Global Health Institute) are determined by case incidence per 100,000 people (7-day rolling average).

Metrics

Case Incidence Metrics

Metric	Thresholds	Current Status
City of Menasha Confirmed Case Incidence per 100,000 (7-day rolling average)	Red: >25 Orange: 10<25 Yellow: 1<10 Green: <1	5.7 cases per 100,000 / day

Additional Metrics to Consider

Metric	Thresholds	Current Status
Testing	Percent PCR Positive Tests (7-day average)	Red: >10% Yellow: 5-10% Green: <5%
	Daily Number of Tests (7-day average)	Red: <14 tests/day Yellow: 14-28 tests/day Green: >28 tests/day
Public Health Contact Timeliness	Disease Investigation	Red: Not able to contact all confirmed cases within 24 hours Green: Able to contact all confirmed cases within 24 hours
	Contact Tracing	Red: PH is not able to contact all within 48 hours Green: PH is able to contact all within 48 hours
Hospital Capacity*	Percentage of hospital inpatient beds in the community that are occupied.	Red: > 90% Yellow: 80-90% Green: <80%
		86.5% of inpatient beds occupied

	Percentage of intensive care unit beds in the community that are occupied.	Red: > 90% Yellow: 80-90% Green: <80%	87.5% ICU beds occupied
	Percentage of hospital inpatient beds in the community that are occupied by patients with COVID-19.	Red: >15% Yellow: 10-15% Light Green: 5-10% Dark Green: <5%	2.2% beds occupied by patients with COVID-19

*Hospital capacity metrics are adapted from the *CDC indicators and thresholds for risk of introduction and transmission of COVID-19 in schools*, found here: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/indicators.html#thresholds>. Hospital capacity data are from the Emergency Management Resource (EMResource) system. Since reporting is not mandatory, the data shown here may not accurately represent the current healthcare system capacity in our region. Hospital capacity data is collected and reported at the Healthcare Emergency Readiness Coalition (HERC) level. The City of Menasha is a part of HERC 6, or the Fox Valley HERC. Hospital capability information at the state and HERC level can be found here: <https://www.dhs.wisconsin.gov/covid-19/hosp-data.htm#capabilities>

ⁱ Harvard Global Health Institute, Center for Ethics, *Key Metrics for COVID Suppression*. 2020. Retrieved from: https://globalepidemics.org/wp-content/uploads/2020/06/key_metrics_and_indicators_v4.pdf

ⁱⁱ Wisconsin Department of Health Services, *Slowing the Spread of COVID-19: Mitigation Strategies for Wisconsin Communities*. 2020. Retrieved on January 4, 2021 from: <https://www.dhs.wisconsin.gov/publications/p02789.pdf>



TO: Common Council
DATE: 4 June 2021
FROM: Mayor Merkes

RE: Appointment of Public Health Director

I'm pleased to announce the appointment of Kristine Jacobsen to the position of Public Health Director for the City of Menasha, effective June 5th, 2021.

A committee including the Mayor, an Alderman, Human Resources, and a MJSD representative unanimously recommended Ms. Jacobsen to be appointed to the position following an interview on May 18th.

Ms. Jacobsen has been with the City of Menasha for over three years serving as the Public Health Educator and later being promoted to the position of Deputy Public Health Director. She has led planning and operations of COVID-19 vaccination clinics, implemented performance measurement within the department, and assisted in the preparation and monitoring of the budget. Ms. Jacobsen meets or exceeds all the requirements of the State of Wisconsin to maintain our level III certification.

Ms. Jacobsen has a Master of Public Health, Health Behavior and Health Education, from the University of Michigan as well as a Bachelor of Science, Health Science, from San Diego State University.

Our Health Department plays a vital role in the health of people living or going to school in Menasha. Programs that help our kids start life healthy, encourage adults to live a healthy lifestyle through use of our built environment, and keep our seniors active and involved make Menasha a desirable place to live. I look forward to working with Ms. Jacobsen to realize the vision of a safe and health community where everyone has an opportunity to live their best life.

CITY OF MENASHA
COMMON COUNCIL
TEL-WEB CONFERENCE AND IN-PERSON
MAY 17, 2021
MINUTES

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:10 p.m.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

PRESENT: Ald. Schmidt, Tom Grade, Ted Grade, Ropella, Nichols, Taylor, Sevenich, Langdon

ALSO PRESENT: PC Styka, FC Kloehn, CDD Schroeder, DPW Alix, FM Pearson, PHD McKenney, PRD Sackett, CA/HRD Captain, Mayor Merkes, Clerk Krautkramer

D. PUBLIC HEARING

1. Proposed Rezoning – Parcel # 3-00766-00, vacant parcel located between 86 and 94 Abby Avenue

Staff gave an overview of the proposed rezoning of the vacant parcel located between 86 and 94 Abby Avenue.

Joel Ehrfurth, Partner | Mach IV Engineering & Surveying, LLC. He commented on the proposed rezoning and the City of Menasha Comprehensive Plan.

E. REPORT OF DEPARTMENT OFFICERS/DEPARTMENT HEADS/STAFF/CONSULTANTS

1. Police Week Awards Presentation

Staff recognized and congratulated number of outstanding citizens and police officers in honor of Police Week.

2. PHD McKenney, COVID-19 Update

Staff commented on case counts, weekly data summary, case rate trend, burden, metrics for suppression, variants of concern, vaccines, CDC guidance, and state metrics.

General discussion ensued on vaccine clinics.

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

Minutes to receive:

- a. Administration Committee, 4/20/21
- b. Board of Health, 4/9/21
- c. Board of Public Works, 5/3/21
- d. Library Board, 5/5/2021
- e. Personnel Committee, 4/20/21
- f. Plan Commission, 5/4/21
- g. Redevelopment Authority, 5/4/21

Communications:

- h. Lakeshore Ridge Apartments Update
- i. Whiting Paper Mill – 100 River Street Update
- j. Accepted Counter Offer - 901 Airport Road

- k. Public Works Facility Grand Opening
- l. COVID-19 Vaccination Incentive

Moved by Ald. Sevenich seconded by Ald. Ted Grade to approve minutes and communications a-l.

Motion carried on voice vote.

General discussion ensued on the Whiting Paper Mill – 100 River Street Update (communication i.).

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, 5/3/21

Board of Public Works, 5/3/21, Recommends Approval of:

- 2. Payment to Sommers Construction Company, Inc.; Contract Unit No. 2021-06; Baldwin Street Reconstruction; \$74,016.08 (Payment No. 2)
- 3. Intertape Polymer Group's right of way encroachment and grant a street privilege permit for the building expansion at 741 Fourth Street

Plan Commission, 5/4/21, Recommends Denial of:

- 4. Rezoning for Abby Ave (Parcel #3-00766-00), based on the findings the rezoning does not conform to the City of Menasha Comprehensive Plan
- 5. Certified Survey Map for Abby Avenue Parcel #3-00766-00 and 94 Abby Avenue #3-00765-00), based on a split lot zoning

Moved by Ald. Sevenich seconded by Ald. Tom Grade to approve Consent Agenda items 1, 4, and 5.

Motion carried on roll call 7-1.

Ald. Taylor voted no.

H. ITEMS REMOVED FROM THE CONSENT AGENDA

- 1. Moved by Ald. Langdon seconded by Ald. Taylor to approve Consent Agenda item 2, Payment to Sommers Construction Company, Inc.; Contract Unit No. 2021-06; Baldwin Street Reconstruction; \$74,016.08 (Payment No. 2).
Motion carried on roll call 8-0.

- 2. Moved by Ald. Sevenich seconded by Ald. Tom Grade to approve Consent Agenda item 3, Intertape Polymer Group's right of way encroachment and grant a street privilege permit for the building expansion at 741 Fourth Street.
Motion carried on roll call 7-0.

Ald. Ted Grade abstained from discussion and voting as he is currently employed by Intertape Polymer Group.

I. ACTION ITEMS

- 1. Accounts payable and payroll for the term of 4/30/21 – 5/13/21 in the amount of \$625,738.67.

Moved by Ald. Nichols seconded by Ald. Ted Grade to approve accounts payable and payroll for the term of 4/30/21 – 5/13/21 in the amount of \$625,738.67

Motion carried on roll call 8-0.

2. Beverage Operators License Applications for the 2019-2021 licensing period
Moved by Ald. Nichols seconded by Ald. Tom Grade to approve Beverage Operators License Applications for the 2019-2021 licensing period.
Motion carried on roll call 8-0.

3. Class "B" Fermented Malt Beverage License Application for Menasha Athletic Association, Thomas Konetzke-Agent, Koslo Park Concession Stand, May 17, 2021 to October 31, 2021
Moved by Ald. Nichols seconded by Ald. Ropella to approve Class "B" Fermented Malt Beverage License Application for Menasha Athletic Association, Thomas Konetzke-Agent, Koslo Park Concession Stand, May 17, 2021 to October 31, 2021.
Motion carried on roll call 8-0.

4. Approval of Comprehensive Plan Update – Firm Selection
Staff provided an overview of the Comprehensive Plan update.

General discussion ensued on costs, transportation and land use, Ad-hoc committee plan and committee member selection process, timelines, and census data.

Ria Hull, Senior Project Planner | MSA Professional Services. She commented on the comprehensive plan update cost and timeline.

Moved by Ald. Schmidt seconded by Ald. Tom Grade to select MSA as the consulting firm for the Comprehensive Plan Update of the transportation and land use elements with costs not to exceed \$23,500.
Motion carried on roll call 7-1.
Ald. Nichols voted no.

5. Revised COVID-19 Pandemic Resilient City of Menasha Plan – Common Council Meetings
Staff provided an overview of the City of Menasha COVID-19 Pandemic Resilient Plan.

Moved by Ald. Sevenich seconded by Ald. Ted Grade to move to revised Phase 2 recognizing the new CDC recommendations.

General discussion ensued on dates, City Hall COVID-19 policy, herd immunity, and vaccination effectiveness.

Moved by Ald. Nichols seconded by Ald. Taylor to amend the original motion to revisit the plan if CDC guidance changes.
Original motion as amended carried on roll call 8-0.

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. O-3-21 An Ordinance Amending Title 13, by Making Certain Changes to the District (Abby Avenue – Parcel #3-00766-00) (Introduced by Owner Petitioner)
Staff commented on O-3-21 An Ordinance Amending Title 13, by Making Certain Changes to the District (Abby Avenue – Parcel #3-00766-00) and commented on petitioning and requirements.

Moved by Ald. Nichols seconded by Ald. Langdon to deny O-3-21 An Ordinance Amending Title 13, by Making Certain Changes to the District (Abby Avenue – Parcel #3-00766-00).
Motion carried on roll call 7-1.
Ald. Taylor voted no.

2. R-25-21 A Resolution Blighting 2011 Manitowoc Rd (Introduced by Ald. Randy Ropella)
Moved by Ald. Ropella seconded by Ald. Sevenich to approve R-25-21 A Resolution Blighting 2011 Manitowoc Rd.
Motion carried on roll call 8-0.

L. APPOINTMENTS

1. Mayor's reappointment of Catherine Cruichshank to the Plan Commission for the term of 5/17/21 – 5/1/24.
2. Mayor's appointment of Morgan Rae-Orthrow to the Board of Appeals for the term of 5/17/21 – 2/1/24.
3. Mayor's appointment of George Davis to the Landmarks Commission for the term of 5/17/21 – 3/1/24.

Moved by Ald. Sevenich seconded by Ald. Langdon to approve Mayor's reappointment of Catherine Cruichshank to the Plan Commission, the appointment of Morgan Rae-Orthrow to the Board of Appeals, and the appointment of George Davis to the Landmarks Commission.
Motion carried on voice vote.

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

Moved by Ald. Schmidt seconded by Ald. Tom Grade to adjourn at 8:07 p.m.
Motion carried on voice vote.

Haley Krautkramer
City Clerk

CITY OF MENASHA
SPECIAL COMMON COUNCIL MEETING
TEL-WEBCONFERENCE AND VIRTUALLY
MAY 26, 2021
MINUTES

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 5:00 p.m.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

PRESENT: Ald. Tom Grade, Ted Grade, Ropella, Nichols, Taylor, Sevenich, Schmidt

ABSENT: Ald. Langdon

ALSO PRESENT: FD Sassman, CA/HRD Captain, Mayor Merkes, Clerk Krautkramer

D. MINUTES TO APPROVE

1. Board of Public Works, 5/17/21

Moved by Ald. Sevenich seconded by Ald. Tom Grade to approve the minutes.

Motion carried on voice vote.

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

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

F. CONSENT AGENDA

Board of Public Works, 5/17/21, Recommends:

1. Awarding Contract Unit No. 2021-08; Public Works Facility Cold Storage Building to MJJ Building Services, LLC; \$224,350.00.

Moved by Ald. Taylor seconded by Ald. Schmidt to award Contract Unit No. 2021-08; Public Works Facility Cold Storage Building to MJJ Building Services, LLC in the amount of \$224,350.00.

Motion carried on roll call 7-0.

G. ACTION ITEMS

1. Amend Rules of the Common Council and Mayor – Virtual Meeting Options

Moved by Ald. Sevenich seconded by Ald. Tom Grade to change section 1.15 of the Rules of the Common Council and Mayor to allow meetings to be conducted electronically and voting by proxy until June 20, 2021.

Motion carried on roll call 7-0.

H. ORDINANCES AND RESOLUTIONS

1. R-26-21 A Resolution Awarding the Sale of \$14,165,000 General Obligation Corporate Purpose Bonds, Series 2021B

Johnathan Schatz, Financial Specialist | Ehlers. He provided an overview the bids received and the sale of the general obligation corporate purpose bonds.

General discussion ensued on the debt service fund, allocation of debt service, pre-sale overview, various projects,

Moved by Ald. Sevenich seconded by Ald. Ted Grade to approve R-26-21 A Resolution Awarding the Sale of \$14,085,000 General Obligation Corporate Purpose Bonds, Series 2021B.

Motion carried on roll call 7-0.

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

J. ADJOURNMENT

Moved by Ald. Schmidt seconded by Ald. Tom Grade to adjourn at 5:40p.m.

Motion carried on voice vote.

Haley Krautkramer
City Clerk



Memorandum

Date: May 17, 2021

To: Administration Committee

From: Haley Krautkramer, City Clerk

Subject: Official City Newspaper

Post-Crescent Media was the only bid received for publishing council proceedings and other city advertising for the ensuing year.

Wis. Stats. 985.06 states that the eligible newspaper making the lowest effective bid for the city's legal notices shall be awarded the contract. Eligibility is determined pursuant to Wis. Stats. 985.03.

Staff recommends accepting the bid from the Post-Crescent Media as the City's official newspaper.

April 8, 2021

Haley Krautkramer, City Clerk
City of Menasha
100 Main Street Ste 200
Menasha, WI 54952

Dear Ms. Krautkramer,

In accordance with the legal advertising rates established by the State of Wisconsin, we are pleased to quote you the following legal advertising rates for the publication of council proceedings and other city legal advertising for the upcoming year.

Classified 6 Column Per Line charge –
Arial 6-point Font:

Number of Columns	Column Width (Picas)	First Insertion	Subsequent Insertion(s)
1	9.18	\$.9562	\$0.7553
2	19.36	\$2.0167	\$1.5931
3	29.54	\$3.0772	\$2.4309
4	39.73	\$4.1377	\$3.2687
5	49.91	\$5.1982	\$4.1065
6	60.09	\$6.2588	\$4.9443

Newspapers to be circulated in this geographic area: 19,026

Additional charges that may apply - affidavit charges \$1.00 for each affidavit.

Thank you for the opportunity to serve your community.

Sincerely,



Tara Mondloch
Director- Public Notices

Certificate of Payment

Date: 5/13/2021

Payment Request: Payment 3 (Three)

Contractor: Sommer Construction Company, Inc.

Address: W7841 Smith St, Shiocton, WI 54170

Contract Unit No.: 2021-06

Project Description: Street Reconstruction - Baldwin Street

	Original Contract Amount:	\$ 251,474.95
Change Order 1:	Total Change Orders:	\$ -
Change Order 2:	Total Contract Amount (Including Change Orders):	\$ 251,474.95
Change Order 3:	Total Earned to Date (Summary Attached):	\$ 220,745.20
Change Order 4:	Less Retainage: 2.5% of Original Contract	\$ 6,286.87
	Amount Due:	\$ 214,458.33

Payment 1	\$ 85,542.75
Payment 2	\$ 74,016.08
Payment 3	
Payment 4	
Payment 5	
Payment 6	
Payment 7	
Current Payment	\$ 54,899.50

I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.
(Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment.)

Date: _____ BY: _____

Recommended for Payment

Public Works Authorization: _____

Common Council Approval Date: _____

Finance Department

Account Number	Amount

City of Menasha Contract Unit No. 2021-06
Street Reconstruction - Baldwin Street

Item	Quantity	Description	Payment 3			
			Unit Price	Item Total	Quantity	Item Total
		Base Bid				
1	1	72" Dia. Storm Manhole (Ea.)	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00
2	4	48" Dia. Storm Manhole (Ea.)	\$ 2,500.00	\$ 10,000.00	4	\$ 10,000.00
3	288	24" SDR-35 PVC Storm Main (L.F.)	\$ 105.00	\$ 30,240.00	275	\$ 28,875.00
4	443	18" SDR-35 PVC Storm Main (L.F.)	\$ 64.00	\$ 28,352.00	425	\$ 27,200.00
5	80	15" SDR-35 PVC Storm Main Or Inlet Lead (L.F.)	\$ 63.00	\$ 5,040.00	60	\$ 3,780.00
6	78	12" SDR-35 PVC Inlet Lead (L.F.)	\$ 59.00	\$ 4,602.00	60	\$ 3,540.00
7	10	12" RCP Inlet Lead (L.F.)	\$ 62.00	\$ 620.00	0	\$ -
8	2	Inlet (Ea.)	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00
9	3	Remove and Replace Inlet (Ea.)	\$ 1,600.00	\$ 4,800.00	3	\$ 4,800.00
10	1	24" RCP Yard Drain (Ea.)	\$ 1,100.00	\$ 1,100.00	1	\$ 1,100.00
11	1	Abandon Storm Sewer (L.S.)	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
12	1,853	Unclassified Excavation (C.Y.)	\$ 11.90	\$ 22,050.70	1853	\$ 22,050.70
13	1030	Salvaged or Pulverized Stone Placement (C.Y.)	\$ 10.25	\$ 10,557.50	1030	\$ 10,557.50
14	2841	Fine Grading and Compaction (S.Y.)	\$ 2.35	\$ 6,676.35	2841	\$ 6,676.35
15	1360	30" Concrete Curb and Gutter (L.F.)	\$ 12.50	\$ 17,000.00	1300	\$ 16,250.00
16	191	18" Concrete Curb and Gutter (L.F.)	\$ 31.00	\$ 5,921.00	100	\$ 3,100.00
17	170	8" Concrete Pavement (S.F.)	\$ 8.00	\$ 1,360.00	170	\$ 1,360.00
18	160	No. 4 Epoxy Coated Rebar (L.F.)	\$ 1.50	\$ 240.00	160	\$ 240.00
19	1	Utility Adjustment (Ea.)	\$ 400.00	\$ 400.00	0	\$ -
20	3	Water Valve Adjustment (Ea.)	\$ 150.00	\$ 450.00	0	\$ -
21	451	Sawcut (L.F.)	\$ 3.00	\$ 1,353.00	400	\$ 1,200.00
22	367	Asphalt Binder Course Pavement 2 1/4" Thick (Ton)	\$ 65.15	\$ 23,910.05	275	\$ 17,916.25
23	286	Asphalt Surface Course Pavement 1 3/4" Thick (Ton)	\$ 76.45	\$ 21,864.70	222	\$ 16,971.90
24	2606	4" Thick Concrete Sidewalk (S.F.)	\$ 5.00	\$ 13,030.00	2500	\$ 12,500.00
25	558	6" Thick Concrete Sidewalk, Handicap Ramp, Driveway or Apron (S.F.)	\$ 5.25	\$ 2,929.50	500	\$ 2,625.00
26	1897	Lawn and Terrace Restoration (S.Y.)	\$ 8.95	\$ 16,978.15	950	\$ 8,502.50
27	1	Erosion Control (L.S.)	\$ 1,000.00	\$ 1,000.00	0.5	\$ 500.00
28	1	Traffic Contol (L.S.)	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
29	1	Construction Mobile/Demobile; Project Coordination; All Incidental Utility and Misc. Roadway Work; and All Other Project Work Area Restoration and Clean-Up to an Equal and/or Better Preconstruction Condition as Required and Related To The Overall Project (L.S.)	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00
Total Base Bid (Items 1 - 29)				\$ 251,474.95		\$ 220,745.20

APPLICATION AND CERTIFICATE FOR PAYMENT

Page: 1 of 3

TO OWNER: City of Menasha
100 Main St
Ste 200
Menasha, WI 54952

PROJECT: Menasha Public Works Facility
City of Menasha 2020-06
Menasha, WI

APPLICATION NO.: 14
PERIOD TO: 04/30/2021
PROJECT NOS.: 191710

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: Miron Construction Co., Inc.
PO Box 1372
Green Bay, WI 54305-1372

ARCHITECT: Gries Architectural Group
500 N Commercial St
Neenah, WI 54956
US

CONTRACT DATE: 04/02/2018

CONTRACT FOR: Menasha Public Works Facility

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 10,358,342.42
2. Net change by change orders \$ 0.00
3. CONTRACT SUM TO DATE (Line1 +/- 2) \$ 10,358,342.42
4. TOTAL COMPLETED & STORED TO DATE \$ 9,757,507.51

(Column G on G703)

5. RETAINAGE:

(Total retainage Column I of G703) \$ 250,660.83

6. TOTAL EARNED LESS RETAINAGE \$ 9,506,846.68

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 9,431,612.94

8. CURRENT PAYMENT DUE \$ 75,233.74

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 851,495.74

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0.00	0.00
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		0.00	0.00
Net Change by Change Orders			0.00

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This document was produced at 09:38:24 on 04/30/2021 under Order No 3314767098 which expires on 07/24/2021, and is not for resale. User Notes:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Miron Construction Co., Inc.

By: [Signature] Date: April 30, 2021

State of: Wisconsin

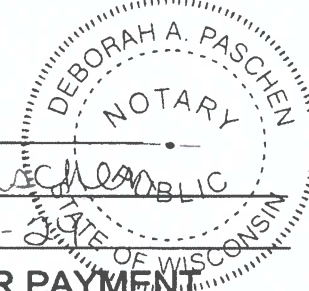
County of: Winnebago

Subscribed and sworn to before

me this 30 day of April 2021

Notary Public: Deborah A. Paschen

My Commission Expires: 10-13-2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT

\$75,233.74

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Gries Architectural Group

By: [Signature] Date: 05/05/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Miron Construction Co., Inc.

CONTINUATION SHEET AIA DOCUMENT G703

Page: 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 14

APPLICATION DATE: 04/28/2021

PERIOD TO: 04/30/2021

PROJECT NO: 191710

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
191710	Menasha Public Works Facility										
005	Earthwork, Building, & Sel Site Demo	852,026.00	60,166.50	912,192.50	846,931.89	65,260.61	0.00	912,192.50	100	0.00	26,361.32
010	Asphalt Paving	224,465.00	0.00	224,465.00	122,768.89	0.00	0.00	122,768.89	55	101,696.11	3,069.22
015	Site Concrete	94,460.00	0.00	94,460.00	75,568.00	0.00	0.00	75,568.00	80	18,892.00	1,889.20
020	Site Utilities	114,212.00	2,119.00	116,331.00	116,331.00	0.00	0.00	116,331.00	100	0.00	2,908.27
025	Cast-in-Place Concrete	1,049,974.00	4,870.03	1,054,844.03	1,054,844.03	0.00	0.00	1,054,844.03	100	0.00	26,371.10
030	PC Concrete / Steel Fab-Erection	2,798,489.00	30,934.36	2,829,423.36	2,829,423.36	0.00	0.00	2,829,423.36	100	0.00	70,735.70
035	Masonry	354,178.00	0.00	354,178.00	354,178.00	0.00	0.00	354,178.00	100	0.00	8,854.45
040	General Trades	271,916.00	-2,833.20	269,082.80	266,478.97	2,603.83	0.00	269,082.80	100	0.00	6,792.16
045	Overhead Doors	84,600.00	-5,200.00	79,400.00	79,400.00	0.00	0.00	79,400.00	100	0.00	1,985.00
050	Membrane Roofing Systems	551,595.00	1,890.00	553,485.00	553,485.00	0.00	0.00	553,485.00	100	0.00	13,865.37
055	Caulking	7,030.00	8,901.00	15,931.00	15,931.00	0.00	0.00	15,931.00	100	0.00	398.27
060	Alum Window, Entr, Glass, & Glazing	99,625.00	1,299.00	100,924.00	100,924.00	0.00	0.00	100,924.00	100	0.00	2,523.10
065	Gypsum Board Systems	130,328.00	57.00	130,385.00	130,385.00	0.00	0.00	130,385.00	100	0.00	3,134.62
070	Acoustical Ceilings	18,010.00	4,758.00	22,768.00	22,768.00	0.00	0.00	22,768.00	100	0.00	569.20
075	Resilient Floor, Base, Carpet, Tile	33,621.00	-5,653.38	27,967.62	20,520.12	0.00	0.00	20,520.12	73	7,447.50	548.57
080	Resinous Flooring	13,647.00	0.00	13,647.00	13,647.00	0.00	0.00	13,647.00	100	0.00	341.17
085	Painting	75,105.00	40,917.00	116,022.00	116,022.00	0.00	0.00	116,022.00	100	0.00	2,900.55
090	Metal Lockers	23,000.00	920.00	23,920.00	23,920.00	0.00	0.00	23,920.00	100	0.00	621.00
095	Bridge Crane	54,595.00	0.00	54,595.00	54,595.00	0.00	0.00	54,595.00	100	0.00	1,364.87
100	Fire Suppression	101,900.00	4,010.05	105,910.05	105,910.05	0.00	0.00	105,910.05	100	0.00	2,647.75
105	Plumbing	490,400.00	10,196.27	500,596.27	500,596.27	0.00	0.00	500,596.27	100	0.00	12,646.29

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 3

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 14

APPLICATION DATE: 04/28/2021

PERIOD TO: 04/30/2021

PROJECT NO: 191710

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	H BALANCE TO FINISH	I RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
191710	Menasha Public Works Facility										
110	HVAC	1,019,220.00	12,191.77	1,031,411.77	1,031,411.77	0.00	0.00	1,031,411.77	100	0.00	25,785.30
115	Electrical	473,443.00	12,214.17	485,657.17	478,261.00	7,396.17	0.00	485,657.17	100	0.00	14,767.58
120	Insurance Requirements	58,082.95	0.00	58,082.95	58,082.95	0.00	0.00	58,082.95	100	0.00	1,452.07
125	Builder's Risk	7,148.67	0.00	7,148.67	7,148.67	0.00	0.00	7,148.67	100	0.00	178.71
130	Material Testing - Allow	27,335.00	0.00	27,335.00	15,187.65	0.00	0.00	15,187.65	56	12,147.35	379.69
135	Reproduction Expenses	3,504.00	0.00	3,504.00	1,333.39	0.00	0.00	1,333.39	38	2,170.61	33.33
140	General Conditions	265,390.00	0.00	265,390.00	265,390.00	0.00	0.00	265,390.00	100	0.00	6,701.10
145	General Requirements	216,500.00	0.00	216,500.00	121,027.76	2,228.05	0.00	123,255.81	57	93,244.19	3,252.49
150	Winter Conditions / Temp Heat	75,000.00	0.00	75,000.00	107.60	0.00	0.00	107.60	0	74,892.40	2.69
155	DNR Permit	135.00	0.00	135.00	137.36	0.00	0.00	137.36	102	-2.36	3.43
160	Performance & Payment Bond	87,258.92	0.00	87,258.92	87,258.92	0.00	0.00	87,258.92	100	0.00	2,181.47
165	Project Contingency	461,166.85	-181,757.57	279,409.28	0.00	0.00	0.00	0.00	0	279,409.28	0.00
170	Construction Fee	220,982.03	0.00	220,982.03	208,339.44	1,704.76	0.00	210,044.20	95	10,937.83	5,395.79
	Menasha Public Works Facility Total:	10,358,342.42	0.00	10,358,342.42	9,678,314.09	79,193.42	0.00	9,757,507.51	94	600,834.91	250,660.83
Project Total:		10,358,342.42	0.00	10,358,342.42	9,678,314.09	79,193.42	0.00	9,757,507.51	94	600,834.91	250,660.83

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT

THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON DC 20006

APPLICATION AND CERTIFICATE FOR PAYMENT

Page: 1 of 3

TO OWNER: City of Menasha
100 Main St
Ste 200
Menasha, WI 54952

PROJECT: Menasha Public Works Facility
City of Menasha 2020-06
Menasha, WI

APPLICATION NO.: 15
PERIOD TO : 05/13/2021
PROJECT NOS.: 191710

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: Miron Construction Co., Inc.
PO Box 1372
Green Bay, WI 54305-1372

ARCHITECT: Gries Architectural Group
500 N Commercial St
Neenah, WI 54956
US

CONTRACT DATE : 04/02/2018

CONTRACT FOR: Menasha Public Works Facility

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 10,358,342.42
2. Net change by change orders \$ 0.00
3. CONTRACT SUM TO DATE (Line1 +/- 2) \$ 10,358,342.42
4. TOTAL COMPLETED & STORED TO DATE \$ 9,890,571.14
(Column G on G703)
5. RETAINAGE:
(Total retainage Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 9,890,571.14
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 9,506,846.68
8. CURRENT PAYMENT DUE \$ 383,724.46
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 467,771.28

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner		0.00	0.00
APPROVED THIS MONTH			
Number	Date Approved		
Current Total:		0.00	0.00
Net Change by Change Orders			0.00

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This document was produced at 07:58:51 on 05/13/2021 under Order No 3314767098 which expires on 07/24/2021, and is not for resale. User Notes:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Miron Construction Co., Inc.

By: [Signature] Date: May 13, 2021

State of: Wisconsin

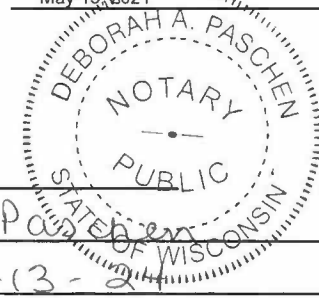
County of: Winnebago

Subscribed and sworn to before

me this 13 day of May 2021

Notary Public: Deborah A Paschen

My Commission Expires: 10-13-21



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Gries Architectural Group

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

Page: 2

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 15

APPLICATION DATE: 05/13/2021

PERIOD TO: 05/13/2021

PROJECT NO: 191710

A	B	C			D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	BALANCE TO FINISH	RETAINAGE	
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD						
191710	Menasha Public Works Facility											
005	Earthwork, Building, & Sel Site Demo	852,026.00	60,166.50	912,192.50	912,192.50	0.00	0.00	912,192.50	100	0.00	0.00	
010	Asphalt Paving	224,465.00	0.00	224,465.00	122,768.89	101,696.11	0.00	224,465.00	100	0.00	0.00	
015	Site Concrete	94,460.00	0.00	94,460.00	75,568.00	18,892.00	0.00	94,460.00	100	0.00	0.00	
020	Site Utilities	114,212.00	2,119.00	116,331.00	116,331.00	0.00	0.00	116,331.00	100	0.00	0.00	
025	Cast-in-Place Concrete	1,049,974.00	4,870.03	1,054,844.03	1,054,844.03	0.00	0.00	1,054,844.03	100	0.00	0.00	
030	PC Concrete / Steel Fab-Erection	2,798,489.00	30,934.36	2,829,423.36	2,829,423.36	0.00	0.00	2,829,423.36	100	0.00	0.00	
035	Masonry	354,178.00	0.00	354,178.00	354,178.00	0.00	0.00	354,178.00	100	0.00	0.00	
040	General Trades	271,916.00	-2,833.20	269,082.80	269,082.80	0.00	0.00	269,082.80	100	0.00	0.00	
045	Overhead Doors	84,600.00	-5,200.00	79,400.00	79,400.00	0.00	0.00	79,400.00	100	0.00	0.00	
050	Membrane Roofing Systems	551,595.00	1,890.00	553,485.00	553,485.00	0.00	0.00	553,485.00	100	0.00	0.00	
055	Caulking	7,030.00	8,901.00	15,931.00	15,931.00	0.00	0.00	15,931.00	100	0.00	0.00	
060	Alum Window, Entr, Glass, & Glazing	99,625.00	1,299.00	100,924.00	100,924.00	0.00	0.00	100,924.00	100	0.00	0.00	
065	Gypsum Board Systems	130,328.00	57.00	130,385.00	130,385.00	0.00	0.00	130,385.00	100	0.00	0.00	
070	Acoustical Ceilings	18,010.00	4,758.00	22,768.00	22,768.00	0.00	0.00	22,768.00	100	0.00	0.00	
075	Resilient Floor, Base, Carpet, Tile	33,621.00	-5,653.38	27,967.62	20,520.12	0.00	0.00	20,520.12	73	7,447.50	0.00	
080	Resinous Flooring	13,647.00	0.00	13,647.00	13,647.00	0.00	0.00	13,647.00	100	0.00	0.00	
085	Painting	75,105.00	40,917.00	116,022.00	116,022.00	0.00	0.00	116,022.00	100	0.00	0.00	
090	Metal Lockers	23,000.00	920.00	23,920.00	23,920.00	0.00	0.00	23,920.00	100	0.00	0.00	
095	Bridge Crane	54,595.00	0.00	54,595.00	54,595.00	0.00	0.00	54,595.00	100	0.00	0.00	
100	Fire Suppression	101,900.00	4,010.05	105,910.05	105,910.05	0.00	0.00	105,910.05	100	0.00	0.00	
105	Plumbing	490,400.00	10,196.27	500,596.27	500,596.27	0.00	0.00	500,596.27	100	0.00	0.00	

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 15

APPLICATION DATE: 05/13/2021

PERIOD TO: 05/13/2021

PROJECT NO: 191710

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER- %(G/C)	BALANCE TO FINISH	RETAINAGE
		ORIGINAL	CHANGE ORDERS	CURRENT	FROM PREVIOUS APPLICATION	THIS PERIOD					
191710	Menasha Public Works Facility										
110	HVAC	1,019,220.00	12,191.77	1,031,411.77	1,031,411.77	0.00	0.00	1,031,411.77	100	0.00	0.00
115	Electrical	473,443.00	12,214.17	485,657.17	485,657.17	0.00	0.00	485,657.17	100	0.00	0.00
120	Insurance Requirements	58,082.95	0.00	58,082.95	58,082.95	0.00	0.00	58,082.95	100	0.00	0.00
125	Builder's Risk	7,148.67	0.00	7,148.67	7,148.67	0.00	0.00	7,148.67	100	0.00	0.00
130	Material Testing - Allow	27,335.00	0.00	27,335.00	15,187.65	0.00	0.00	15,187.65	56	12,147.35	0.00
135	Reproduction Expenses	3,504.00	0.00	3,504.00	1,333.39	0.00	0.00	1,333.39	38	2,170.61	0.00
140	General Conditions	265,390.00	0.00	265,390.00	265,390.00	0.00	0.00	265,390.00	100	0.00	0.00
145	General Requirements	216,500.00	0.00	216,500.00	123,255.81	1,537.69	0.00	124,793.50	58	91,706.50	0.00
150	Winter Conditions / Temp Heat	75,000.00	0.00	75,000.00	107.60	0.00	0.00	107.60	0	74,892.40	0.00
155	DNR Permit	135.00	0.00	135.00	137.36	0.00	0.00	137.36	102	-2.36	0.00
160	Performance & Payment Bond	87,258.92	0.00	87,258.92	87,258.92	0.00	0.00	87,258.92	100	0.00	0.00
165	Project Contingency	461,166.85	-181,757.57	279,409.28	0.00	0.00	0.00	0.00	0	279,409.28	0.00
170	Construction Fee	220,982.03	0.00	220,982.03	210,044.20	10,937.83	0.00	220,982.03	100	0.00	0.00
	Menasha Public Works Facility Total:	10,358,342.42	0.00	10,358,342.42	9,757,507.51	133,063.63	0.00	9,890,571.14	95	467,771.28	0.00
Project Total:		10,358,342.42	0.00	10,358,342.42	9,757,507.51	133,063.63	0.00	9,890,571.14	95	467,771.28	0.00



Memorandum

To: Board of Public Works

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

Date: May 13, 2021

Re: Public Works Facility Solar Photovoltaic System

BACKGROUND

Since the beginning of the design for the new Public Works Facility, we have planned for a roof top solar system to help offset our energy usage at the new facility. Through the process we have submitted several grant applications to help fund this solar system. You may recall earlier this year that we were awarded a grant from WPPI in the amount of \$20,000, however we were recently notified that we were not selected for the PSC Energy Innovation Grant. Despite not being awarded both grants, we believe we should still move forward with the project.

The project plan is for a ≈ 122 kW system to be mounted on a portion of the vehicle storage roof which is anticipated to generate approximately 140,000 Kilowatt Hours annually. Staff solicited proposals and received four for review. We are recommending the acceptance of Faith Technologies proposal at a cost of \$175,795 before any rebates and grants. After applying the prescribed Focus on Energy rebate of \$14,664 along with the \$20,000 WPPI grant, our net cost is \$141,131.

At our current rates, and factoring on-peak and off-peak usage, we anticipate the annual value of energy produced by the system to be about \$13,300. Based upon our net cost, this results in a simple pay back of approximately 10.5 years.

Our plan is to utilize the WPPI Member Energy Efficiency and Renewable Energy Loan Program to fund this project. The loan program provides funds for energy efficient projects for WPPI members at 0% interest amortized over a 10-year period. With the anticipated pay back of slightly over 10 years, we are in essence servicing this debt with the annual energy savings experienced with this system. Once the loan is paid off, any generated energy savings will go directly towards reducing the operating costs of the new facility.

RECOMMENDATION

Staff recommends the installation of Faith Technologies proposed roof mounted solar PV system at a cost of \$175,795 utilizing the WPPI Member Energy Efficiency and Renewable Loan Program.

Menasha Public Works Facility
Roof Top Solar Photovoltaic System
Proposals Summary

			Base Proposal
Blue Horizon Energy 121 Cheshire Lane, Suite 500 Minnetonka, MN 55305	Marilyn Hardy 122.8kW	marilyn.hardy@bluehorizonenergy.com	\$ 257,922.00
Telamon 1000 E. 116th Street Carmel, IN 46023	Andrea Kong 137.6kW	andrea.kong@telemon.com	\$239,304.14
Eland Electric Corporation 3154 Holmgren Way Green Bay, WI 54304	Jessie Michalski 117.12kW	jessmi@elandelectric.com	\$ 223,299.00
Faith Technologies 201 Main Street Menasha, WI 54952	116.6 kW	Mike.Herbst@faithtechnologies.com	\$ 175,795.00

Menasha Public Works Solar Photovoltaic Simple Payback

455 Baldwin Street - Menasha, WI 54952

System Size	116.6 KW	
Installed Cost	\$ 175,795.00	Faith Technologies
Estimated FOCUS Rebate	\$ 14,664.00	
WPPI Grant	\$ 20,000.00	
Net Upfront Cost	\$ 141,131.00	

Projected Annual Production	139,180 kWh
Current Blended Utility Rate	\$0.0956 /kWh
Annual Value of Energy	\$13,305.61 /year
Cummulative Value of Energy	\$ 399,168.24
Break-Even Point (YRS)	10.6 years

System Year	1	2	3	4	5
Utility Rate (\$/kWh)	\$0.0956	\$0.0956	\$0.0956	\$0.0956	\$0.0956
kWh/Year Production	139,180	139,180	139,180	139,180	139,180
Value of Energy Produced	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61
Cummulative Engergy Value	\$ 13,305.61	\$ 26,611.22	\$ 39,916.82	\$ 53,222.43	\$ 66,528.04
System Year	6	7	8	9	10
Utility Rate (\$/kWh)	\$0.0956	\$0.0956	\$0.0956	\$0.0956	\$0.0956
kWh/Year Production	139,180	139,180	139,180	139,180	139,180
Value of Energy Produced	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61
Cummulative Engergy Value	\$ 79,833.65	\$ 93,139.26	\$ 106,444.86	\$ 119,750.47	\$ 133,056.08
System Year	11	12	13	14	15
Utility Rate (\$/kWh)	\$0.0956	\$0.0956	\$0.0956	\$0.0956	\$0.0956
kWh/Year Production	139,180	139,180	139,180	139,180	139,180
Value of Energy Produced	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61
Cummulative Engergy Value	\$ 146,361.69	\$ 159,667.30	\$ 172,972.90	\$ 186,278.51	\$ 199,584.12
System Year	16	17	18	19	20
Utility Rate (\$/kWh)	\$0.0956	\$0.0956	\$0.0956	\$0.0956	\$0.0956
kWh/Year Production	139,180	139,180	139,180	139,180	139,180
Value of Energy Produced	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61
Cummulative Engergy Value	\$ 212,889.73	\$ 226,195.34	\$ 239,500.94	\$ 252,806.55	\$ 266,112.16
System Year	21	22	23	24	25
Utility Rate (\$/kWh)	\$0.0956	\$0.0956	\$0.0956	\$0.0956	\$0.0956
kWh/Year Production	139,180	139,180	139,180	139,180	139,180
Value of Energy Produced	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61
Cummulative Engergy Value	\$ 279,417.77	\$ 292,723.38	\$ 306,028.98	\$ 319,334.59	\$ 332,640.20
System Year	26	27	28	29	30
Utility Rate (\$/kWh)	\$0.0956	\$0.0956	\$0.0956	\$0.0956	\$0.0956
kWh/Year Production	139,180	139,180	139,180	139,180	139,180
Value of Energy Produced	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61	\$ 13,305.61
Cummulative Engergy Value	\$ 345,945.81	\$ 359,251.42	\$ 372,557.02	\$ 385,862.63	\$ 399,168.24



Memorandum

Date: May 13, 2021

To: Board of Public Works

From: Corey Gordon – Deputy Director of Engineering

RE: Recommend to Reject Bids - Contract Unit No. 2021-01; Street Construction & Rehabilitation – Various Locations:

Background

The City of Menasha publicly opened bids on Wednesday, May 12th for Contract Unit No. 2021-01, Street Construction & Rehabilitation – Various Locations. Two bids were received and they included sanitary lateral replacement to a number of properties along with street and concrete work. The sanitary lateral replacement portion of the bid came in significantly higher than anticipated. The portion of the bid that included the street and concrete work is within budget.

Northeast Asphalt, Inc.	\$2,369,969.80
MCC, Inc	\$2,444,307.99

Recommendation

After reviewing the bids, Staff recommends the rejection of the bids received for Contact Unit No. 2021-01 and that Staff proceed with rebidding the project without the sanitary lateral replacements.



Memorandum

Date: June 3, 2021

To: Board of Public Works

From: Corey Gordon – Deputy Director of Engineering

RE: Recommend to Award- Contract Unit No. 2021-10; Street Construction & Rehabilitation – Various Locations;

Background

The City of Menasha publicly opened bids on Wednesday, June 2nd for Contract Unit No. 2021-10. One bid was received as indicated on the enclosed bid tabulation.

This project is the rebid of Contract 2021-01 which was recommended to be rejected because of the sanitary sewer lateral costs. The current budget has funding for the project in the following accounts.

<u>Budget Book</u>	<u>Account</u>	<u>Budget</u>
Pg 83	100-1003-541.82-02	\$154,151.00
Pg 91	100-1009-541.82-02	\$1,575.00
Pg 226	625-1003-541.82-02	\$82,500.00
Pg 280	470-1003-541.82-02	\$786,300.00
Pg 280	470-1009-541.82-02	\$79,950.00
Pg 304	492-1003-541.82-02	\$640,000.00
	Baldwin Street Contract 2021-06	<u>-\$251,475.00</u>
	Budget Total	\$1,493,001.00

Recommendation

After reviewing the bids and finding them to be accurate and compliant, Staff recommends Contract Unit No. 2021-10 with Alternate A be awarded to Northeast Asphalt, Inc of Greenville, Wisconsin in the amount of \$1,308,722.05.

Itemized Bid Tabulation
City of Menasha Contract Unit No. 2021-10
Street Construction & Rehabilitation

Item	Quantity	Description	Northeast Asphalt Inc.	
		Base Bid	Unit Price	Item Total
1	11,463	Pavement Milling	\$ 1.40	\$ 16,048.20
2	1,811	30" Concrete Curb & Gutter Remove and Replace	\$ 45.00	\$ 81,495.00
3	900	No. 4 Epoxy Coated Rebar	\$ 2.50	\$ 2,250.00
4	3,934	4" Thick Concrete Sidewalk Remove and Replace	\$ 7.25	\$ 28,521.50
5	1,464	6" Thick Concrete Sidewalk, Apron, and Handicap Ramp Remove & Replace	\$ 9.25	\$ 13,542.00
6	292	8" Thick Concrete Pavement Remove and Replace	\$ 9.50	\$ 2,774.00
7	173	Utility Adjustment 0"- 6" on Pulverized Street	\$ 495.00	\$ 85,635.00
8	8	Utility Adjustment 7"- 12" on Pulverized Street	\$ 635.00	\$ 5,080.00
9	23	Utility Adjustment 0" - 6" on Milled Street	\$ 615.00	\$ 14,145.00
10	1	Utility Adjustment 7" - 12" on Milled Street	\$ 1,100.00	\$ 1,100.00
11	28	Water Valve Adjustment	\$ 105.00	\$ 2,940.00
12	1,497	Sawcut	\$ 2.20	\$ 3,293.40
13	926	Asphalt Binder Course Pavement 2" Thick	\$ 58.70	\$ 54,356.20
14	6,549	Asphalt Binder Course Pavement 2 1/4" Thick	\$ 56.40	\$ 369,363.60
15	5,095	Asphalt Surface Course Pavement 1 3/4" Thick	\$ 61.55	\$ 313,597.25
16	1,318	Overlay Asphalt Surface Course Pavement 1 3/4" Thick	\$ 63.10	\$ 83,165.80
17	127	Asphalt Surface Course Trail Pavement 3" Thick	\$ 79.60	\$ 10,109.20
18	122	3/4" Crushed Aggregate Shouldering	\$ 31.10	\$ 3,794.20
19	690	Lawn and Terrace Restoration	\$ 1.00	\$ 690.00
20	461	4-Inch Solid, Yellow Epoxy Pavement Marking	\$ 2.50	\$ 1,152.50
21	1,040	4-Inch Solid, White Epoxy Pavement Marking	\$ 3.25	\$ 3,380.00
22	38	8-Inch Dotted, 2' Seg., 2' Gap, White Epoxy Pavement Marking	\$ 6.00	\$ 228.00
23	20	Yield Line Symbols, 18-Inch	\$ 60.00	\$ 1,200.00
24	135	Stop Line, 18-Inch White Epoxy Pavement Marking	\$ 12.00	\$ 1,620.00
25	610	Crosswalk, 6-Inch White Epoxy Pavement Marking	\$ 10.50	\$ 6,405.00
26	1	Erosion Control	\$ 3,250.00	\$ 3,250.00
27	1	Traffic Control	\$ 9,450.00	\$ 9,450.00
28	1	Construction Mobile/Demobile; Project Coordination; All Incidental Utility and Misc. Roadway Work; and All Other Project Work Area Restoration and Clean-Up to an Equal and/or Better Preconstruction Condition as Required and Related to the Overall Project.	\$32,500.00	\$ 32,500.00
Total Base Bid (Items 1 - 28)				\$ 1,151,085.85

Item	Quantity	Description		
		Mandatory Alternate Bid A	Unit Price	Item Total
1	50,626	Pavement / Base Pulverizing	\$ 0.60	\$ 30,375.60
2	4,375	Unclassified Excavation	\$ 6.00	\$ 26,250.00
3	59,418	Fine Grading and Compaction	\$ 1.70	\$ 101,010.60
Total Mandatory Alternate Bid A (Items 1 - 3)				\$ 157,636.20
Total Base Bid + Mandatory Alternate Bid A				\$ 1,308,722.05

Item	Quantity	Description		
		Mandatory Alternate Bid B	Unit Price	Item Total
1	45,507	Pavement / Base Pulverizing	\$ 0.59	\$ 26,849.13
2	5,119	Full Depth Pavement Milling - 4" Thick Asphalt Pavement	\$ 3.05	\$ 15,612.95
3	3,812	Unclassified Excavation	\$ 6.00	\$ 22,872.00
4	54,299	Fine Grading and Compaction	\$ 1.70	\$ 92,308.30
Total Mandatory Alternate Bid B (Items 1 - 4)				\$ 157,642.38
Total Base Bid + Mandatory Alternate Bid B				\$ 1,308,728.23



Memorandum

To: Personnel Committee

From: Adam Alix, Director of Public Works
Corey Gordon, Deputy Director of Engineering
Laura Jungwirth, Civil Engineer

Date: May 11, 2021

Re: Engineering Technician Positions

BACKGROUND

In preparation for the future of the Engineering Division within the city, we've discussed several changes that we would like to bring to the committee for your consideration. The Department's current structure is: Director of Public Works, Deputy Director of Engineering, Civil Engineer, two (2) Engineering Aide III's, and an Administrative Assistant. We currently have an Engineering Aide II position listed as vacant.

We are proposing to establish and/or revise Engineering Technician (rather than Engineering Aide) positions that reflect knowledge/skill and abilities, as well as wages from entry level to experienced employees. Draft job descriptions of these positions are attached. We are not asking for any additional positions, however we are looking to address the three (3) non-exempt (hourly) field positions. The idea is to create an entry level position, Engineering Tech I, revise the Engineering Tech II and Engineering Tech III positions and add an Engineering Tech IV position. The proposed wages for the Engineering Tech I and IV are proportionate to the existing wage for the Tech II and Tech III positions. This widening of the wage range does provide the potential for labor cost savings depending upon how the three positions fall within the job descriptions.

Positions would be structured as shown below:

Engineering Tech I – Entry Level: Locates & Inspections	\$24.52 - \$30.65 (new)
Engineering Tech II – Tech I plus Survey & Preliminary Designs	\$25.59 - \$31.98
Engineering Tech III – Tech II plus Storm Water Management	\$26.66 - \$33.31
Engineering Tech IV - Tech III plus Final Design & Traffic Services	\$27.99 - \$34.98 (new)
Civil Engineer	\$30.78 - \$38.51

The intent is to be able to fill vacancies with candidates that can be placed within the appropriate position based upon the job description. In addition, this would offer skill-based incentives for staff that are less experienced and provide them the opportunity to grow with and be part of the City's succession plan. Policy already exists that requires any hiring above midpoint obtain Council approval.

RECOMMENDATION

Staff recommends approving the revisions as attached for the Engineering Department's Engineering Technician positions.

CITY OF MENASHA

Position Description

Position Title: **Engineering Tech I**
Department: Public Works
Status: Non-Exempt
Position Reports To: Deputy Director of Engineering
Date of Description: April 1, 2021

SUMMARY

This is skilled para-professional engineering work involving the use of technical instruments. Work involves responsibility for the performance of para-professional engineering work in the field and office. Assignments include inspecting of construction projects for compliance with plans and specifications; the operation of engineering drafting instruments, including CADD; field location and marking of City owned utilities and facilities; and comparable work in para-professional field and office engineering assignments. Specific assignments are performed under direct or indirect supervision and, when other than routine, are accompanied by oral or written directions. Work is performed under limited supervision and is reviewed for technical accuracy during progress and upon completion.

ESSENTIAL FUNCTIONS to include the following:

- Operate transits, levels, total stations, GPS data collectors and related surveying instruments in performing location, topographic, cross section, and other survey work.
- Perform construction control staking work, including pounding stakes into ground, measuring, layout and utility location for all types of construction projects.
- Check profiles for proper grades, locates property and lot lines and references permanent markers.
- Inspect construction projects for compliance with plans and specifications and assures that work is done correctly.
- Reduce field notes, make topographical and plot layouts from notes, compute quantities in connection with layouts, assist in preparing plans, designs, and specifications, prepare designs and plans for routine public works projects.
- Draw preliminary and final plans, lay out, draw, ink, trace, check, and keep up-to-date sewer, street, zoning and other maps and drawings, to include the proficient use of CADD equipment in performing these functions.
- Field locate and mark City owned utilities and facilities.
- Prepare and maintain necessary records and reports.
- Perform related work as required.
- Report for work as scheduled.

POSITION REQUIREMENTS/QUALIFICATIONS

- High school diploma or equivalent.
- Associate Degree in civil engineering field of study; or graduation from high school and additional pre-engineering or related vocational training; or equivalent combination of education and experience providing the knowledge, abilities and skills listed.
- Knowledge of the standard terminology, techniques and practices of municipal engineering and surveying.
- Knowledge of engineering maps and records, and drafting techniques, nomenclature, and symbols.
- Knowledge of construction inspection methods and techniques.

- Ability to perform precise survey work, make engineering computations, and reduce field notes.
- Ability to draw public works construction plans and maps.
- Ability to understand and work from plans, blueprints, and sketches.
- Ability to develop and maintain effective working relationships with superiors, contractors, other employees and the public.
- Skill in the use of a variety of drafting and surveying instruments.
- Education, knowledge and proficient use of CADD equipment and techniques.

CERTIFICATES, LICENSES, REGISTRATIONS

- Valid Wisconsin driver's license.

PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Ability to use appropriate tools to drive construction control hubs into soil and/or gravel.
- Ability to lift 50 pounds on an occasional basis.
- Walking over rough, uneven or rocky surfaces while working in a variety of weather conditions required.
- While performing the duties of this job, the employee is regularly required to sit, stand, walk and use both hands to handle, touch, grasp; reach with hands and arms, talk and hear.
- Specific vision abilities include close and distant vision, peripheral vision, depth perception, and ability to focus.
- Overtime may be required.

FUNCTION OF POSITION DESCRIPTION

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and abilities as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct, and control the duties of employees under supervision. The City of Menasha retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This job description is not a contract for employment.

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CITY OF MENASHA

Position Description

Position Title: **Engineering Tech II**
Department: Public Works
Status: Non-Exempt
Position Reports To: Deputy Director of Engineering
Date of Description: April 1, 2021

SUMMARY

This is skilled para-professional engineering work involving knowledge of municipal engineering principles and the use of technical instruments. Work involves responsibility for the performance of para-professional engineering work in the field and office. Assignments, in addition to those of Engineering Tech I, include field data collection for preliminary project and engineering investigations, plans, preparation of construction plans and City maps, coordination and oversight of regulatory programs, and comparable work in para-professional field and office engineering tasks.

ESSENTIAL FUNCTIONS to include the following:

- Perform all duties of Engineering Tech I, including CADD proficiency
- Perform preliminary engineering design for street, sidewalk and sewer improvement projects
- Act as party chief on field survey crew
- Keep field notes on field survey
- Conduct engineering field investigations
- Record survey notes and information on maps and charts
- Compute boundary survey closure
- Create construction plans and maps from survey notes
- Perform related work as required
- Report for work as scheduled

POSITION REQUIREMENTS/QUALIFICATIONS

- High school diploma or equivalent
- Associate Degree in civil engineering field of study; or graduation from high school and additional pre-engineering or related vocational training; or equivalent combination of education and experience providing the knowledge, abilities and skills listed.
- Thorough knowledge of mathematics, including trigonometry
- Knowledge of technical methods and practices of municipal engineering, surveying and computer aided drawing
- Ability to lay out, direct and supervise the work of a field survey crew, including skill in the use of modern surveying instruments
- Ability to make accurate field and office computations
- Ability to read and interpret engineering plans and specifications
- Ability to create plans and maps with proficiency in computer aided drafting and design
- Ability to keep accurate field notes and plot information

- Ability to conduct engineering field investigations
- Ability to deal courteously and tactfully with the public
- Must display ability for accuracy, neatness and good judgment
- Ability to develop and maintain effective working relationships with superiors, contractors, other employees and the public
- Ability to communicate effectively, orally and in writing

CERTIFICATES, LICENSES, REGISTRATIONS

- Valid Wisconsin driver's license

PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Walking over rough, uneven or rocky surfaces while working in a variety of weather conditions required
- While performing the duties of this job, the employee is regularly required to sit, stand, walk and use both hands to handle, touch, grasp; reach with hands and arms, talk and hear
- Ability to lift 50 pounds on an occasional basis
- Specific vision abilities include close and distant vision, peripheral vision, depth perception, and ability to focus
- Overtime may be required

FUNCTION OF POSITION DESCRIPTION

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and abilities as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct, and control the duties of employees under supervision. The City of Menasha retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

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CITY OF MENASHA

Position Description

Position Title: **Engineering Tech III**
Department: Public Works
Status: Non-Exempt
Position Reports To: Deputy Director of Engineering

Date of Description: April 1, 2021

SUMMARY

This is skilled para-professional engineering work involving knowledge of municipal engineering principles and the use of technical instruments. Work involves responsibility for the performance of para-professional engineering work in the field and office. Assignments, in addition to those of Engineering Tech II, include field data collection for preliminary project and engineering investigations, plans, field location and marking of City owned utilities and facilities, preparation of construction plans and City maps, coordination and oversight of regulatory programs, and comparable work in para-professional field and office engineering tasks.

ESSENTIAL FUNCTIONS to include the following:

- Perform all duties of Engineering Tech II, including CADD proficiency
- Perform preliminary engineering design for street, sidewalk and sewer improvement projects
- Perform on site inspections of storm water management related projects, including erosion and sediment control oversight
- Coordinate Illicit Discharge Detection and Elimination Program as part of City's Storm Water Management efforts
- Maintain storm water management records in computer applications
- Act as party chief on field survey crew
- Keep field notes on field survey
- Conduct engineering field investigations
- Record survey notes and information on maps and charts
- Compute boundary survey closure
- Create construction plans and maps from survey notes
- Perform related work as required
- Report for work as scheduled

POSITION REQUIREMENTS/QUALIFICATIONS

- High school diploma or equivalent
- Associate Degree in civil engineering field of study or related vocational training; or equivalent combination of education and experience providing the knowledge, abilities and skills listed
- Thorough knowledge of mathematics, including trigonometry
- Knowledge of technical methods and practices of municipal engineering, surveying and computer aided drawing

- Knowledge of Wisconsin DNR storm water regulations regarding sediment and erosion control practices and illicit discharge and detection elimination
- Ability to lay out, direct and supervise the work of a field survey crew, including skill in the use of modern surveying instruments
- Ability to make accurate field and office computations
- Ability to read and interpret engineering plans and specifications
- Ability to create plans and maps with proficiency in computer aided drafting and design
- Ability to keep accurate field notes and plot information
- Ability to conduct engineering field investigations
- Ability to deal courteously and tactfully with the public
- Must display ability for accuracy, neatness and good judgment
- Ability to develop and maintain effective working relationships with superiors, contractors, other employees and the public
- Ability to communicate effectively, orally and in writing

CERTIFICATES, LICENSES, REGISTRATIONS

- Valid Wisconsin driver's license
- State of Wisconsin Soil Erosion Inspector Certification

PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Walking over rough, uneven or rocky surfaces while working in a variety of weather conditions required
- While performing the duties of this job, the employee is regularly required to sit, stand, walk and use both hands to handle, touch, grasp; reach with hands and arms, talk and hear
- Ability to lift 50 pounds on an occasional basis
- Specific vision abilities include close and distant vision, peripheral vision, depth perception, and ability to focus
- Overtime may be required

FUNCTION OF POSITION DESCRIPTION

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and abilities as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct, and control the duties of employees under supervision. The City of Menasha retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

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CITY OF MENASHA
Position Description

Position Title: **Engineering Tech IV**
Department: Public Works
Status: Non-Exempt
Position Reports To: Deputy Director of Engineering
Date of Description: April 1, 2021

SUMMARY

This is a skilled position that involves the more complex paraprofessional engineering activities within the City of Menasha DPW-Engineering Division. Work involves being capable of providing both assistance and general oversight as it relates to all work functions and activities within: Clerical/Records; Construction Services; Field Services; and GIS/AutoCad. In addition, this position needs to be capable of providing generalized oversight to all work activities and functions involved with the Traffic Services of the DPW-Engineering Division inclusive of stores and inventory that are directly related to automated traffic signals under the direct jurisdictional control of the City of Menasha. The Engineering Tech IV will have a working knowledge and familiarity of: State of Wisconsin Dept. of Transportation, "Standard Specifications for Highway and Structure Construction"; Manual on Uniform Traffic Control Devices"; "Facilities Development Manuals-Chapters 1 through 30"; and State of Wisconsin Dept. of Natural Resources, "Standard Specifications for Sewer & Water Construction in Wisconsin"; and "Best Management Practices for Erosion Control." The individual will perform and complete these tasks under intermittent and minimal supervision in accordance with established policies and generally prescribed procedures, schedules, specifications and industry standards.

ESSENTIAL FUNCTIONS to include the following:

- Independently perform the more complex paraprofessional municipal engineering tasks as assigned including the preliminary and final design processes inclusive of but not limited to: base mapping; overlay preparation; storm sewers; sanitary sewers; water mains; streets; site plans; presentation layouts; public records; drainage/grading plans; and publication mockups.
- Perform records research application to property ownership, legal descriptions, subsurface infrastructure, platting, and assessments that are relative to proper construction plan preparation for assigned tasks.
- Interpret all applicable instructions, specifications, and other pertinent information and relay the interpretation to the appropriate employees to assure that all DPW-Engineering division work is accomplished in an efficient and effective manner and in accordance with the end product quality specified.
- Direct DPW-Engineering staff in terms of assignments related to construction services, field services, GIS/AutoCad services and traffic services.
- Assist in the resolution of conflicts between contractors, owners, and all other parties within the assigned scope of authority of this position.
- Supervise and direct staff in the preparation of "as-built" documentation; review and maintain all "as-built" documentation for permanent record purposes. Respond to inquiries within scope of position authority.
- Supervise and direct seasonal staff.
- Maintain the City's streets inventory/pavement management system.

- Perform related work as required.
- Report for work as scheduled.

POSITION REQUIREMENTS/KNOWLEDGE/QUALIFICATIONS

- Associates Degree in a municipal engineering field of study; or graduation from high school and additional pre-engineering or related vocational training; or equivalent knowledge gained through a combination of education and work experience.
- Thorough knowledge of construction services, field survey services, GIS/AutoCad drafting services, and traffic services.
- Working knowledge of engineering terms, methods and methodology.
- Ability to interpret and communicate engineering plans and specifications prepared by others.
- Leadership capability exercised in a professional and efficient manner at all times.
- Ability to respond to inquiries by public and other City employees in a courteous manner and provide requested information within the scope of position.

CERTIFICATES, LICENSES, REGISTRATIONS

- Valid Wisconsin driver's license.

PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to sit, stand, walk and use both hands to handle, touch, grasp; reach with hands and arms, talk and hear.
- Specific vision abilities include close and distant vision, peripheral vision, depth perception, and ability to focus.
- Ability to walk over rough, uneven or rocky surfaces while working in a variety of weather conditions required.
- Ability to lift 50 pounds on an occasional basis.
- Overtime may be required.

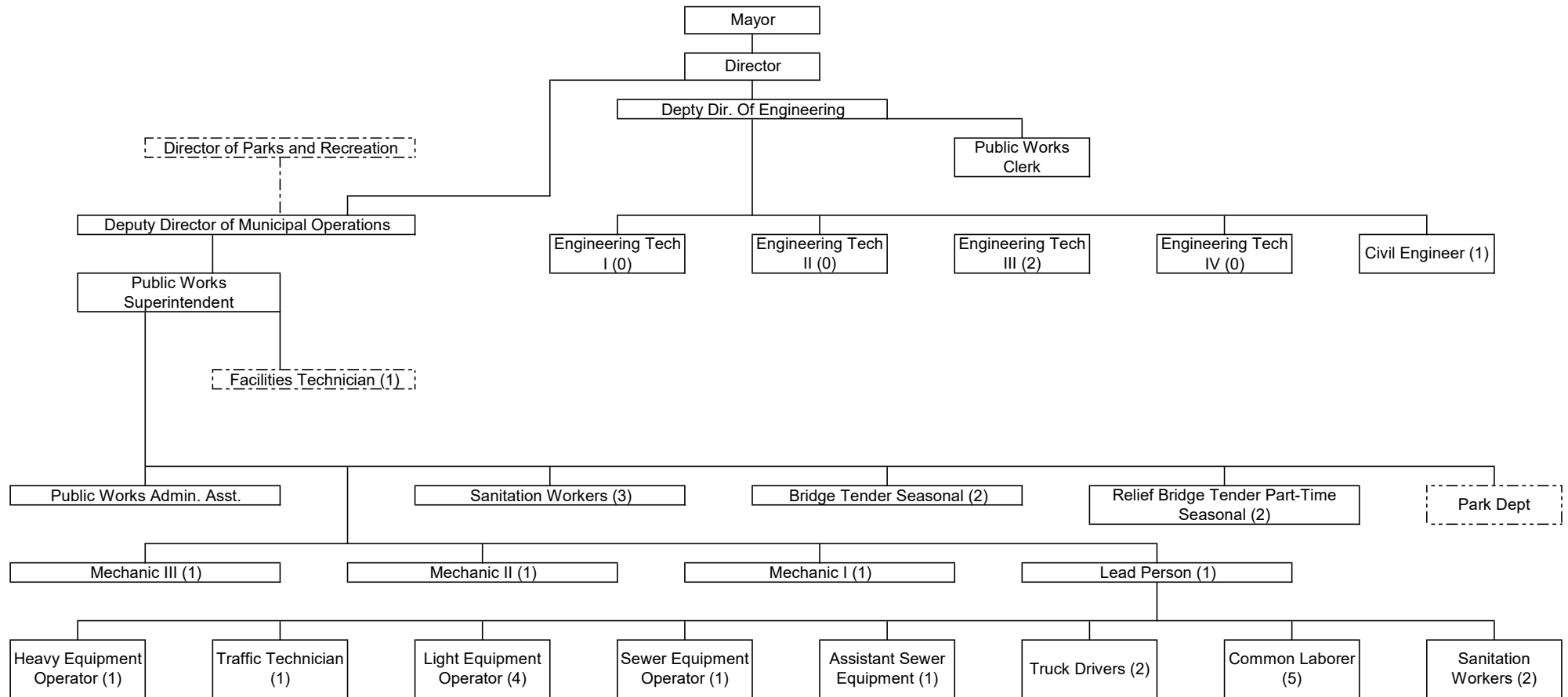
FUNCTION OF POSITION DESCRIPTION

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Department of Public Works & Engineering



----- Outside the Public Works Department

City of Menasha Disbursements

Weekly Accounts Payable	05/14/21 - 06/03/21 Checks # 71489-71682	\$1,074,608.30
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Bi-Weekly Payroll	05/20/21	\$227,886.72
	06/03/21	\$216,954.24

Additional Regular Cycle Accounts Payables -Paid Electronically

Banking Fees	05/14/21	\$75.00
Employee Benefits-HRA Claims	05/18/21	\$1,418.75
Delta Dental	05/19/21	\$1,100.00
Community First CU-Payroll Deduction	05/20/21	\$570.00
Employee Benefits-Flex Spending	05/20/21	\$4,272.96
Nationwide Deferred Compensation	05/21/21	\$5,372.50
Employee Benefits-HRA Claims	05/24/21	\$950.05
Wisconsin Deferred Compensation	05/25/21	\$8,228.00
Delta Dental	05/26/21	\$2,725.50
Employee Trust Funds - WRS	05/26/21	\$155,517.85
Federal Tax Withholding	05/26/21	\$83,939.81
Employee Benefits-HRA Claims	05/27/21	\$4,061.68
Sales Tax	05/27/21	\$242.14
State Tax Withholding	05/27/21	\$16,635.28
Credit Card Fees	05/28/21	\$10.46
Delta Dental	06/02/21	\$2,192.40
Postage Machine Rental	06/02/21	\$214.68
Community First CU-Payroll Deduction	06/03/21	\$570.00
Employee Benefits-Flex Spending	06/03/21	\$4,272.96
Employee Benefits-HRA Claims	06/03/21	\$3,795.28
		\$296,165.30
Total		\$1,815,614.56

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

<i>Craig Pearson</i> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Craig Pearson Finance Manager	06/03/21 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date
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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: 5/20/2021

Date: 6/3/2021

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
AIRGAS USA LLC	71489	5/20/2021	9979618523	731-1022-541.30-18	646.08	Cylinder Lease
			Total for check: 71489		646.08	
AMAZON CAPITAL SERVICES	71490	5/20/2021	1199-XJD6-N3KY	100-0801-521.30-15	30.38	HDMI Cables
		5/20/2021	1CKM-9NMP-9T9M	100-0801-521.30-10	54.51	Pens
		5/20/2021	1JXQ-FR1Y-VVPP	100-0919-531.30-18	(8.49)	Credit/Bags
		5/20/2021	1VRR-D6HJ-VW1D	100-0903-531.30-10	71.69	Cleaning Sheets/Stapler
			Total for check: 71490		148.09	
AMT	71491	5/20/2021	20210520	100-0000-202.08-00	358.00	PAYROLL SUMMARY
			Total for check: 71491		358.00	
CITY OF APPLETON	71492	5/20/2021	6766	100-0204-512.29-02	14.20	April Election Notices
			Total for check: 71492		14.20	
ASCAP	71493	5/20/2021	Acct #500583777	100-0702-552.30-18	367.26	License Fees
			Total for check: 71493		367.26	
AXON ENTERPRISE INC	71494	5/20/2021	SI-1731251	100-0801-521.30-15	3,168.00	Taser
			Total for check: 71494		3,168.00	
AXON HILLOCK INC	71495	5/20/2021	9678	826-0703-553.30-18	97.50	Engrave Bench Slat
			Total for check: 71495		97.50	
BDM CONTRACTING LLC	71496	5/20/2021	BDM Contracting	100-0000-201.03-00	500.00	Deposit Refund 812 Broad Street Raze
			Total for check: 71496		500.00	

AP Check Register

Check Date: 5/20/2021

Date: 6/3/2021

<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>
BOBCAT PLUS	71497	5/20/2021	IA14958	731-1022-541.38-03	1,673.47	Bobcat Parts
			Total for check: 71497		1,673.47	
BUCKLIN'S	71498	5/20/2021	90302	100-0703-553.30-18	52.00	Mulch
			Total for check: 71498		52.00	
CARRICO AQUATIC RESOURCES INC	71499	5/20/2021	20211812	100-0704-552.30-18	4,160.00	Summer Water Mgmt Agmt
			Total for check: 71499		4,160.00	
CRESCENT ELECTRIC SUPPLY COMPANY	71500	5/20/2021	S508958232.001	100-0601-551.24-03	167.50	GE Lamp x 20
		5/20/2021	S509003473.001	100-0801-521.24-03	162.42	Supplies
		5/20/2021	S509015721.001	100-0801-521.24-03	7.78	Drill/Tap
				100-1001-514.24-03	31.52	Anchor Kit Wall
				100-1008-541.30-18	32.57	Drill/Tap
			Total for check: 71500		401.79	
CUBIC DIGITAL INTELLIGENCE INC	71501	5/20/2021	90073301	743-0403-513.24-04	1,609.00	Spotlight
			Total for check: 71501		1,609.00	
ENVISIONINK PRINTING SOLUTIONS	71502	5/20/2021	211942	207-0707-552.29-01	259.00	Marina Parking Permits
			Total for check: 71502		259.00	
FIRST AMERICAN TITLE INSURANCE CO	71503	5/20/2021	925-650266505	100-0000-201.03-00	475.00	Tayco Street Closing
			Total for check: 71503		475.00	
EVERGREEN POWER	71504	5/20/2021	10325	731-1022-541.38-03	75.97	Blades
			Total for check: 71504		75.97	
FARRELL EQUIPMENT & SUPPLY CO INC	71505	5/20/2021	INV000001171542	100-0703-553.30-18	99.95	Ratchet Load Huggers

AP Check Register

Check Date: 5/20/2021

Date: 6/3/2021

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
FARRELL EQUIPMENT & SUPPLY CO INC...	71505...	5/20/2021...	INV000001171542...	731-1022-541.30-18	99.95	Ratchet Load Huggers
		5/20/2021	INV000001171563	100-0703-553.30-18	59.98	Epoxy
		Total for check: 71505			259.88	
FOX VALLEY HUMANE ASSOCIATION	71506	5/20/2021	5123	100-0806-532.25-01	240.00	Animals Handled-April
			Total for check: 71506			240.00
FOX VALLEY TRUCK	71507	5/20/2021	535305	731-1022-541.38-03	53.57	Horn
			Total for check: 71507			53.57
GRAINGER INC	71508	5/20/2021	9867600398	100-0704-552.24-03	227.92	Cartridges
			Total for check: 71508			227.92
GRIESBACH READY-MIX LLC	71509	5/20/2021	5634	100-1009-541.30-18	2,090.00	Concrete Fountain Way/Whisper Fall
				625-1003-541.30-18	2,177.00	Concrete Kelsey Brook/Whisper Fall
			Total for check: 71509			4,267.00
GUNDERSON CLEANERS	71510	5/20/2021	986504	100-0801-521.30-13	52.71	Cleaning Service
			Total for check: 71510			52.71
GUSTMAN CHEVROLET SALES INC	71511	5/20/2021	56644	731-1022-541.38-03	74.11	Mirror
			Total for check: 71511			74.11
HEARTLAND BUSINESS SYSTEMS	71512	5/20/2021	440373-H	743-0403-513.80-01	981.25	IT Infrastructure ProjectLabor
			Total for check: 71512			981.25

AP Check Register

Check Date: 5/20/2021

Date: 6/3/2021

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
DONALD HIETPAS & SONS INC	71513	5/20/2021	Hietpas	601-1020-543.24-05	2,645.58	San Sewer Lateral Repair 841 Sheboygan
			Total for check: 71513		2,645.58	
KWIK TRIP INC	71514	5/20/2021	Acct #00244691	100-0801-521.38-01	169.85	Fuel
			Total for check: 71514		169.85	
LAKE PARK VILLAS HOMEOWNERS ASSN	71515	5/20/2021	147	501-0304-562.32-01	5,822.46	LPV HOA Fee-May
			Total for check: 71515		5,822.46	
LEAVES INSPIRED TREE NURSERY LLC	71516	5/20/2021	640	625-0706-561.30-18	361.00	Trees
					185.00	Trees
				826-0703-553.30-18	176.00	Trees
			Total for check: 71516		722.00	
LEVENHAGEN OIL CORPORATION	71517	5/20/2021	072810A-IN	100-0000-131.00-00	19,474.74	Fuel
			Total for check: 71517		19,474.74	
MACQUEEN EQUIPMENT	71518	5/20/2021	P19304	731-1022-541.38-03	615.58	Parts
		5/20/2021	P19334	266-1028-543.30-15	3,040.02	Impeller
			Total for check: 71518		3,655.60	
MATTHEWS TIRE & SERVICE CENTER	71519	5/20/2021	533740	731-1022-541.38-02	64.66	Valve Stem/Hardware
		5/20/2021	78586	731-1022-541.38-02	1,240.48	Tires
			Total for check: 71519		1,305.14	
MEDICAL EXPENSE REIMBURSEMENT ACCT	71520	5/20/2021	20210520	100-0000-202.08-00	20,275.20	PAYROLL SUMMARY
			Total for check: 71520		20,275.20	
POSTMASTER	71521	5/20/2021	Menasha PO	100-1006-541.30-11	55.00	Postage

AP Check Register

Check Date: 5/20/2021

Date: 6/3/2021

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
POSTMASTER...	71521...	5/20/2021...	Menasha PO...	266-1027-543.30-11	55.00	Postage
				266-1028-543.30-11	55.00	Postage
				Total for check: 71521		
					165.00	
MENASHA UTILITIES	71522	5/20/2021	Menasha Utility	100-0000-123.00-00	878.68	5/5/21 Electric
					266.87	5/5/21 Water
					70.55	5/5/21 Storm
					6.65	5/5/21 Electric
				100-0305-562.22-03	20.82	5/5/21 Electric
				100-0305-562.22-06	7.60	5/5/21 Storm
				100-0601-551.22-03	2,971.45	5/5/21 Electric
				100-0601-551.22-05	532.40	5/5/21 Water
				100-0601-551.22-06	157.53	5/5/21 Storm
				100-0703-553.22-03	1,344.36	5/5/21 Electric
				100-0703-553.22-05	36.92	5/5/21 Water
				100-0703-553.22-06	1,019.24	5/5/21 Storm
				100-0704-552.22-03	195.68	5/5/21 Electric
				100-0704-552.22-05	459.30	5/5/21 Water
				100-0801-521.22-03	1,213.41	5/5/21 Electric
					36.90	5/5/21 Electric
				100-0801-521.22-05	368.53	5/5/21 Water
				100-0801-521.22-06	97.42	5/5/21 Storm
				100-1001-514.22-05	13.38	5/5/21 Water
				100-1001-514.22-06	3.80	5/5/21 Storm
				100-1008-541.22-03	37.64	5/5/21 Electric
				100-1008-541.22-05	13.38	5/5/21 Water
				100-1013-541.22-06	66.43	5/5/21 Storm
				207-0707-552.22-05	167.30	5/5/21 Water
				501-0304-562.22-03	147.96	5/5/21 Electric
				501-0304-562.22-05	26.76	5/5/21 Water
				501-0304-562.22-06	733.58	5/5/21 Storm
				601-1020-543.22-03	127.83	5/5/21 Electric
				731-1022-541.22-03	115.40	5/5/21 Electric

AP Check Register

Check Date: 5/20/2021

Date: 6/3/2021

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MENASHA UTILITIES...	71522...	5/20/2021...	Menasha Utility...	731-1022-541.22-06	1,479.49	5/5/21 Storm
			Total for check: 71522		12,617.26	
MIDWEST PUBLIC SAFETY	71523	5/20/2021	1251	100-0801-521.30-12	5,758.00	2 Squad Tablets
			Total for check: 71523		5,758.00	
MBM	71524	5/20/2021	IN570908	743-0403-513.29-01	181.99	Various Printer Usage-Apr
			Total for check: 71524		181.99	
MORTON SAFETY	71525	5/20/2021	210386	100-0901-515.30-18	202.88	Safety Cabinets
			Total for check: 71525		202.88	
NORTHEAST ASPHALT INC	71526	5/20/2021	1736147	100-1003-541.30-18	222.08	Asphalt
			Total for check: 71526		222.08	
NYHART COMPANY INC, HOWARD	71527	5/20/2021	0167593	100-0401-513.21-03	2,175.00	GASB 75 OPEB Report
			Total for check: 71527		2,175.00	
PAC-VAN	71528	5/20/2021	18521933	731-1022-541.30-18	420.00	Containers
		5/20/2021	19461632	731-1022-541.30-18	105.00	Container
		5/20/2021	PRC-0040073	731-1022-541.30-18	(236.25)	Credit-Containers
			Total for check: 71528		288.75	
PERSONNEL EVALUATION INC	71529	5/20/2021	40102	100-0801-521.21-06	20.00	PEP Billing-April
			Total for check: 71529		20.00	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
HERIBERTO SAMANIEGO	71530	5/20/2021	Samaniego	100-0000-441.13-00	135.00	Return Refuse Cart Return Recycle Cart
			Total for check: 71530		135.00	
SCHINDLER ELEVATOR CORP	71531	5/20/2021	7153299421	100-0601-551.24-03	250.00	Elevator Repair/Library
			Total for check: 71531		250.00	
SERVICE MOTOR COMPANY	71532	5/20/2021	P46815	731-1022-541.38-03	1,351.26	Gearcase
			Total for check: 71532		1,351.26	
SERVICEMASTER BUILDING MAINTENANCE	71533	5/20/2021	36695	731-1022-541.20-01	2,190.00	Janitorial Service PWF
			Total for check: 71533		2,190.00	
SHERWIN WILLIAMS CO	71534	5/20/2021	3578-0	625-1010-541.30-18	600.64	Painting Supplies
			Total for check: 71534		600.64	
SHERWOOD ELEVATOR	71535	5/20/2021	00111783	100-0703-553.30-18	461.94	Roundup
			Total for check: 71535		461.94	
STAPLES	71536	5/20/2021	3476299391	100-0203-512.30-10	4.27	Office Supplies
				100-0702-552.30-10	59.60	Office Supplies
			Total for check: 71536		63.87	
SUPERION LLC	71537	5/20/2021	314943	743-0403-513.24-04	2,758.35	Financial Software - May
			Total for check: 71537		2,758.35	
SURE FIRE	71538	5/20/2021	SD20155	731-1022-541.24-03	400.00	Replace Exhaust Duct
			Total for check: 71538		400.00	

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SYN-TECH SYSTEMS	71539	5/20/2021	232275	731-1022-541.24-06	416.00	Tank/Module Assy/Cable Nozzle Tag Kit
Total for check: 71539					416.00	
TELEVIC US	71540	5/20/2021	2182	743-0403-513.21-04	2,500.00	Training/Commissioning Televic System
Total for check: 71540					2,500.00	
TIME WARNER CABLE	71541	5/20/2021	095528601050121	100-0101-511.22-01	3.71	May Phone Bill Mayor
				100-0201-512.22-01	2.35	May Phone Bill Attorney
				100-0202-512.22-01	5.94	May Phone Bill Personnel
				100-0203-512.22-01	4.88	May Phone Bill Clerk
				100-0301-523.22-01	5.36	May Phone Bill Bldg Insp
				100-0304-562.22-01	8.79	May Phone Bill Com Dev
				100-0401-513.22-01	11.86	May Phone Bill Finance
				100-0402-513.22-01	2.42	May Phone Bill Assessor
				100-0502-522.22-01	14.72	May Phone Bill EOC
				100-0601-551.22-01	62.49	May Phone Bill Library
				100-0702-552.22-01	9.94	May Phone Bill Rec
				100-0703-553.22-01	16.70	May Phone Bill Parks
				100-0704-552.22-01	5.19	May Phone Bill Pool
				100-0801-521.22-01	92.15	May Phone Bill PD
				100-0903-531.22-01	18.03	May Phone Bill Health
				100-0920-531.22-01	4.85	May Phone Bill Senior Center
				100-1001-514.22-01	26.61	May Phone Bill City Hall
				100-1002-541.22-01	15.49	May Phone Bill Eng
				100-1008-541.22-01	1.40	May Phone Bill Sign
				207-0000-123.00-00	9.87	May Phone Bill Marina
				731-1022-541.22-01	9.54	May Phone Bill Garage
				743-0403-513.22-01	5.64	May Phone Bill IT
Total for check: 71541					337.93	

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TRUGREEN PROCESSING CENTER	71542	5/20/2021	138176310	100-0501-522.24-03	97.12	Lawn Service
			Total for check: 71542		97.12	
UNIFIRST CORPORATION	71543	5/20/2021	097 0331190	731-1022-541.20-01	163.66	Cleaning Service
			Total for check: 71543		163.66	
VERIZON WIRELESS	71544	5/20/2021	9878941919	100-1019-552.22-01	40.05	Racine Street Bridge Mifi
			Total for check: 71544		40.05	
VERMEER WISCONSIN INC	71545	5/20/2021	30082323	731-1022-541.38-04	62.27	Bushing Bronze
			Total for check: 71545		62.27	
WEA INSURANCE TRUST	71546	5/20/2021	1561729	100-0000-204.08-00	125,502.60	Health Insurance Active
				100-0000-204.11-00	2,200.88	Health Insurance Cobra
				120-0000-204.11-00	7,184.00	Health Insurance Retirees
			Total for check: 71546		134,887.48	
WIL-KIL PEST CONTROL	71547	5/20/2021	4131042	100-0703-553.20-07	35.00	Pest Control
		5/20/2021	4147185	100-0920-531.20-07	126.50	Pest Control
			Total for check: 71547		161.50	
WINNEBAGO COUNTY REGISTER OF DEEDS	71548	5/20/2021	Winn Co Reg	100-0000-201.03-00	30.00	Recording Fee In/Out
			Total for check: 71548		30.00	
WINNEBAGO COUNTY TREASURER	71549	5/20/2021	19447	263-0306-562.21-08	30.00	Recording Fees
		5/20/2021	LF129567	100-1016-543.25-01	18,761.33	Direct Haul
				100-1017-543.25-01	4,288.82	Direct Haul
				266-1027-543.25-01	2,285.55	D/H Signing Munis SSR

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WINNEBAGO COUNTY TREASURER...	71549...	5/20/2021...	LF129567...	266-1029-543.25-01	148.00	Non-Freon/Microwave Freon
			Total for check: 71549		25,513.70	
WINNEBAGO LIQUID WASTE	71550	5/20/2021	9728	100-0703-553.20-09	75.00	Cleaning Service
		5/20/2021	9746	100-0703-553.20-09	75.00	Cleaning Service
		5/20/2021	9775	100-0703-553.20-09	75.00	Cleaning Service
			Total for check: 71550		225.00	
WISCONSIN DEPT OF JUSTICE	71551	5/20/2021	Acct #L7101T	100-0801-521.21-06	574.00	Time Transactions
			Total for check: 71551		574.00	
WISCONSIN MEDIA	71552	5/20/2021	0003874823	100-0203-512.29-02	42.94	Notice-Club Liquor
				100-0204-512.29-02	77.80	Meeting Notice/BOC Polling Place Info
				100-0405-513.29-02	511.11	Pub Hrg/Minutes Pub Ordinance Pub
			Total for check: 71552		631.85	
WISCONSIN SUPPORT COLLECTIONS	71553	5/20/2021	20210520	100-0000-202.03-00	614.59	PAYROLL SUMMARY
			Total for check: 71553		614.59	
WPPI ENERGY	71554	5/20/2021	INV15449	310-0409-571.61-01	494.50	Street Light Project May Loan Payment
			Total for check: 71554		494.50	
ZARNOTH BRUSH WORKS INC	71555	5/20/2021	0184695-IN	625-1005-541.30-18	454.00	Broom Refill
			Total for check: 71555		454.00	

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CHRISTY ZARTER	71556	5/20/2021	Zarter Ret Dep	100-0000-201.10-00	100.00	Return Deposit	Street Use/108 Broad
Total for check: 71556					<u>100.00</u>		
					<u>271,378.04</u>		

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ACCURATE	71557	5/27/2021	2106196	731-1022-541.30-18	79.89	Parts	
				731-1022-541.38-03	69.62	Parts	
		5/27/2021	2106372	731-1022-541.30-18	171.47	Washers/Pipes	Tire Paste/Brush
	Total for check: 71557				320.98		
AMAZON CAPITAL SERVICES	71558	5/27/2021	14N6-667T-P4YM	100-0801-521.80-05	416.87	Bumper Plate Sets	
		5/27/2021	1WK3-FLYX-X7G7	100-0801-521.80-05	594.35	Smart Roku TV/Wellness	
	Total for check: 71558				1,011.22		
APPLETON HYDRAULIC COMPONENTS	71559	5/27/2021	42726	731-1022-541.29-04	742.69	Blue Cylinder Repair	
					742.69		
ARING EQUIPMENT COMPANY INC	71560	5/27/2021	770090	731-1022-541.38-03	764.82	Windshield	
					764.82		
BADGER LABORATORIES INC	71561	5/27/2021	21-0002068	601-1020-543.21-02	362.60	Menasha Utilities	Sample Date 1/14/21
		5/27/2021	21-000654	601-1020-543.21-02	346.50	Menasha Utilities	Sample Date 12/13/20
		5/27/2021	21-003162	601-1020-543.21-02	684.00	Gundersons	Sample Date 2/8/21
		5/27/2021	21-003421	601-1020-543.21-02	1,032.60	Dura-Fibre	Sample Date 2/15/21
		5/27/2021	21-003422	601-1020-543.21-02	907.60	Gundersons G2	Sample Date 2/15/21
		5/27/2021	21-003423	601-1020-543.21-02	1,132.60	Intertape Polymer	Sample Date 2/15/21
		5/27/2021	21-003424	601-1020-543.21-02	907.60	Transcontinental	Sample Date 2/15/21
		5/27/2021	21-003425	601-1020-543.21-02	907.60	Transcontinental/River	Sample Date 2/15/21
		5/27/2021	21-003531	601-1020-543.21-02	362.60	Menasha Utilities	Sample Date 2/17/21
Total for check: 71561				6,643.70			
BERGSTROM	71562	5/27/2021	63851	731-1022-541.38-04	158.54	Motor Asy	
		5/27/2021	63899	731-1022-541.38-04	158.54	Motor Asy	
	Total for check: 71562				317.08		

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BOBCAT PLUS	71563	5/27/2021	IA14959	731-1022-541.38-03	323.95	Coupler/Filters
		5/27/2021	IA14970	731-1022-541.38-03	194.51	Glass Door
		5/27/2021	IA14983	731-1022-541.38-03	2,805.76	Bobcat Parts
		Total for check: 71563			3,324.22	
CARDMEMBER SERVICE	71567	5/27/2021	0014	100-0801-521.34-02	(225.00)	Training Refund PD
		5/27/2021	0141	100-0801-521.29-04	(4.45)	Sales Tax Refund PD
		5/27/2021	0222	100-0801-521.29-04	93.46	Vehicle Supplies PD
		5/27/2021	0278	100-0801-521.34-04	31.00	Training Supplies PD
		5/27/2021	0398	100-0703-553.24-03	35.87	Sound System Cables Park
		5/27/2021	0461	100-0801-521.24-05	80.73	Building Project PD
		5/27/2021	0591	743-0403-513.30-19	198.90	Dry Erase Board IT
		5/27/2021	0715	100-0801-521.30-18	135.60	Department Supplies PD
		5/27/2021	1248	100-0706-561.30-18	26.78	Arbor Day Supplies
		5/27/2021	1341	100-1001-514.30-11	8.55	USPS- Roofing Contracts PPF Roof
		5/27/2021	1589	100-0801-521.30-18	8.38	Evidence Supplies PD
		5/27/2021	1693	100-0801-521.30-18	(8.38)	Credit-Evidence Supplies PD
		5/27/2021	1900	100-1012-541.30-15	15.46	UPS/ Gloves to be tested
		5/27/2021	2091	100-0801-521.24-03	8.22	Data Jack-PD Briefing Room
		5/27/2021	2539	100-1001-514.30-18	16.95	Brian Phone Case
		5/27/2021	3166	100-0304-562.30-18	6.56	April Virtual Platform
		5/27/2021	3432	100-0304-562.32-01	403.00	Schroeder APA Membership
		5/27/2021	3535	100-0401-513.32-01	25.00	WGFOA Dues/Finance
		5/27/2021	3664	100-0801-521.32-01	75.00	Monthly Inv Tool-April PD
		5/27/2021	3890	100-0601-551.24-03	311.87	Library Pendant Bulbs
		5/27/2021	4728	100-0801-521.34-02	175.00	Training Registration PD
		5/27/2021	4910	100-0601-551.24-03	111.92	Can Light Dryers Library
		5/27/2021	5190	100-1001-514.24-03	106.94	Server Room Power PPF
		5/27/2021	5443	100-1001-514.24-03	99.99	Server Room Power PPF
		5/27/2021	5616	100-0702-552.29-01	1.00	Rec Guide
		5/27/2021	5640	100-0702-552.29-01	13.99	Rec Guide
		5/27/2021	5747	100-0903-531.30-15	79.48	Webcam/Health
		5/27/2021	5833	100-0202-512.30-16	63.00	Retirement Plaque Personnel

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CARDMEMBER SERVICE...	71567...	5/27/2021	6029	207-0707-552.24-03	193.08	Marina Aerator Cords
		5/27/2021	6108	100-0601-551.30-14	119.00	Amazon Prime Fee Library
		5/27/2021	6322	100-0401-513.32-01	60.00	MTAW Dues/Finance
		5/27/2021	6586	100-0202-512.32-01	219.00	Membership Attorney
		5/27/2021	6632	743-0403-513.30-15	7.88	Cell Phone Case IT
		5/27/2021	6831	743-0403-513.30-15	259.82	Replacement Hard Drive IT
		5/27/2021	7218	100-0801-521.30-15	49.00	Flag PD
		5/27/2021	7559	100-0601-551.30-16	119.08	Facebook Library
		5/27/2021	7623	731-1022-541.33-02	240.00	Continuing Education Brian
		5/27/2021	7663	100-0801-521.34-02	173.00	Department Training PD
		5/27/2021	7734	100-0301-523.34-02	50.00	Humski IAEI Training
		5/27/2021	8014	100-0601-551.30-16	82.44	Kites for Teen Program Library
		5/27/2021	8060	100-0601-551.30-11	12.20	Postage-Newsletters Library
		5/27/2021	8080	731-1022-541.82-01	1,191.00	Dedication Plaque PWF
		5/27/2021	8201	100-0801-521.30-18	83.90	Department Supplies PD
		5/27/2021	8607	100-0601-551.30-16	6.99	Flicker Monthly Library
		5/27/2021	9021	207-0707-552.24-03	28.47	UPS/Marina Cord Shipped
		5/27/2021	9092	100-0801-521.30-18	95.50	Department Supplies PD
		5/27/2021	9192	100-0601-551.30-14	236.00	Osmo System-Math Wizard Library
		5/27/2021	9341	100-0601-551.24-03	(282.50)	Credit-Failed LED Lamps Library
		5/27/2021	9484	731-1022-541.30-18	198.90	Whiteboard-Sign Shop
		5/27/2021	9659	100-0903-531.32-01	100.00	Membership Health
		5/27/2021	9701	100-1001-514.30-15	87.98	MCC Fridge Filters
		5/27/2021	9720	100-0801-521.30-15	14.71	Range Supplies PD
		5/27/2021	9741	100-0601-551.30-11	6.56	Postage Interlibrary
		5/27/2021	9774	100-0601-551.30-14	17.99	Netflix Subscription Library
		5/27/2021	9910	100-0601-551.30-14	164.49	Publishers Weekly Library
Total for check: 71567					5,429.31	
CDW GOVERNMENT INC	71568	5/27/2021	C722381	100-0703-553.24-03	44.39	Visio Program
				100-1001-514.24-03	44.39	Visio Program
				100-1008-541.24-04	44.38	Visio Program

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CDW GOVERNMENT INC...	71568...	5/27/2021...	C722381...	743-0403-513.30-15	44.39	Visio Program
			Total for check: 71568		177.55	
CELLCOM	71569	5/27/2021	825247	100-0201-512.22-01	30.14	Attorney
				100-0301-523.22-01	30.14	Bldg Insp
				100-0304-562.22-01	60.28	Com Dev
				100-0601-551.22-01	20.82	Bldg Services
					51.43	Library
				100-0702-552.22-01	64.29	Park Locations
				100-0703-553.22-01	12.25	Bldg Services
					40.13	Parks
				100-0801-521.22-01	14.08	Bldg Services
					1,108.63	Police
				100-0904-531.22-01	30.14	Env Health
				100-0919-531.22-01	438.80	Health
				100-1001-514.22-01	14.08	Bldg Services
				100-1002-541.22-01	151.36	Engineering
				100-1008-541.22-01	9.59	Street Signs
				100-1019-552.22-01	14.97	Bridges
				601-1020-543.22-01	3.32	Confined Spaces
					4.19	Sewer Truck
				625-1002-541.22-01	50.45	Engineering
				731-1022-541.22-01	154.02	Garage
				743-0403-513.22-01	102.22	IT
			Total for check: 71569		2,405.33	
EMPLOYEE BENEFITS CORPORATION	71570	5/27/2021	3256060	100-0202-512.21-06	232.50	May Flex
					85.60	May Cobra
				734-0000-205.01-00	454.50	May HRA Admin Fee
			Total for check: 71570		772.60	
FACTORY MOTOR PARTS CO	71571	5/27/2021	1-6909687	731-1022-541.38-03	13.20	Filters

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
FACTORY MOTOR PARTS CO...	71571...	5/27/2021	18-1967357	731-1022-541.30-18	175.85	Cleaner/Degreaser
		5/27/2021	18-1968184	731-1022-541.30-18	122.05	Splash 55 Drum
		5/27/2021	18-1968524	731-1022-541.38-03	(16.00)	Credit-Drum
		5/27/2021	18-1968590	731-1022-541.38-04	149.14	Parts
		5/27/2021	18-Z22959	731-1022-541.38-03	91.96	C500 R85
		5/27/2021	18-Z23014	731-1022-541.38-03	(11.00)	Core Credit
		5/27/2021	18-Z23078	731-1022-541.38-03	(22.00)	Core Credit
		5/27/2021	48-686092	731-1022-541.38-03	9.42	Filters
		5/27/2021	48-686093	731-1022-541.38-03	4.71	Filter
Total for check: 71571					517.33	
MICHAEL FITZGERALD	71572	5/27/2021	Fitzgerald Cred	100-0000-441.13-00	46.50	Cart Exchange Credit 362 Winnebago Avenue
					46.50	
GRIESBACH READY-MIX LLC	71573	5/27/2021	5646	470-1009-541.82-02	375.50	Concrete-PWF
				625-1003-541.30-18	2,043.50	Concrete-Whisper Falls Kelsey Brook/Villa Way
				Total for check: 71573		2,419.00
GUSTMAN CHEVROLET SALES INC	71574	5/27/2021	56744	731-1022-541.38-03	83.84	Filter/Spark Plugs Element
					83.84	
H&R SAFETY SOLUTIONS LLC	71575	5/27/2021	5984	100-1008-541.30-18	336.00	Red Marking Paint
					336.00	
JX ENTERPRISES INC	71576	5/27/2021	2415340S	731-1022-541.29-04	6,077.08	Peterbilt 320 Repair
		5/27/2021	2459434P	731-1022-541.38-03	235.26	Pressure Sensor
		5/27/2021	2459730P	731-1022-541.38-03	216.99	Extension-Fender
		5/27/2021	2459759P	731-1022-541.38-03	(652.99)	Power Steering-Credit
		5/27/2021	2459782P	731-1022-541.38-03	181.26	Kit-Adjuster Slack Auto
		5/27/2021	2460543P	731-1022-541.38-03	894.52	Gaskets/Rad Alum
		5/27/2021	2460580P	731-1022-541.38-03	157.50	Sensor-Diff Pressure

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JX ENTERPRISES INC...	71576...	5/27/2021	2460613P	731-1022-541.38-03	(129.27)	Credit - Sensor
			Total for check: 71576		6,980.35	
KIESLER POLICE SUPPLY	71577	5/27/2021	IN166159	100-0801-521.30-15	326.48	Ammunition
			Total for check: 71577		326.48	
MATTHEWS TIRE & SERVICE CENTER	71578	5/27/2021	78654	731-1022-541.38-04	212.00	Tires
		5/27/2021	78664	731-1022-541.38-02	581.24	Tires
		5/27/2021	78666	731-1022-541.38-02	689.21	Tires
			Total for check: 71578		1,482.45	
MCMAHON	71579	5/27/2021	922358	625-1002-541.21-02	1,062.00	UNPS Planning Grant App
			Total for check: 71579		1,062.00	
MENARDS-APPLETON EAST	71580	5/27/2021	3235	100-0601-551.24-03	11.99	Rain Cap
			Total for check: 71580		11.99	
MENASHA JOINT SCHOOL DISTRICT	71581	5/27/2021	MJSD Lott Cred	100-0000-412.00-00	18,433.80	Mobile Home Lott Credit
		5/27/2021	MJSD Mob Home	100-0000-412.00-00	22,622.57	Jan-April Mobile Home
			Total for check: 71581		41,056.37	
MENASHA UTILITIES	71582	5/27/2021	Menasha Utility	100-0304-562.22-03	21.21	5/14/21 Electric
				100-0305-562.22-05	26.76	5/14/21 Water
				100-0305-562.22-06	15.20	5/14/21 Storm
				100-0601-551.22-07	63.07	5/14/21 Dark Fiber Charge
				100-0703-553.22-03	773.08	5/14/21 Electric
				100-0703-553.22-05	711.07	5/14/21 Water
				100-0703-553.22-06	575.12	5/14/21 Storm
				100-0704-552.22-07	445.26	5/14/21 Dark Fiber Charge
				100-0920-531.22-03	11.34	5/14/21 Electric

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MENASHA UTILITIES...	71582...	5/27/2021...	Menasha Utility...	100-0920-531.22-05	25.88	5/14/21 Water
				100-1008-541.22-03	215.16	5/14/21 Electric
				100-1012-541.22-03	45.16	5/14/21 Electric
				100-1013-541.22-03	172.02	5/14/21 Electric
				100-1013-541.22-05	117.02	5/14/21 Water
				100-1013-541.22-06	335.00	5/14/21 Storm
				100-1014-543.22-05	13.38	5/14/21 Water
				100-1014-543.22-06	73.07	5/14/21 Storm
				100-1019-552.22-07	85.34	5/14/21 Internet Charge
				207-0707-552.22-03	223.95	5/14/21 Electric
				207-0707-552.22-05	173.72	5/14/21 Water
				207-0707-552.22-06	72.13	5/14/21 Storm
				207-0707-552.22-07	54.14	5/14/21 Dark Fiber Charge
				487-0305-562.22-05	2.68	5/14/21 Water
				487-0305-562.22-06	6.26	5/14/21 Storm
				501-0304-562.22-06	457.58	5/14/21 Storm
				601-1020-543.22-03	32.78	5/14/21 Electric
				625-0304-562.22-03	10.82	5/14/21 Electric
				731-1022-541.22-07	593.40	5/14/21 Dark Fiber Charge
				743-0403-513.21-04	167.75	5/14/21 Internet Charge
				743-0403-513.22-07	500.52	5/14/21 Dark Fiber Charge
Total for check: 71582					6,019.87	
MBM	71583	5/27/2021	IN571901	743-0403-513.29-01	119.87	PD Copier Lease 4/7 - 5/6
					119.87	
N&M AUTO SUPPLY	71584	5/27/2021	735675	731-1022-541.38-03	(12.69)	Credit Return Filter
		5/27/2021	736892	731-1022-541.38-04	10.02	Spark Plugs
		5/27/2021	736987	731-1022-541.38-03	27.66	Fuel Treatment/Seafoam
		5/27/2021	736993	731-1022-541.38-03	10.88	Filters
		5/27/2021	737044	731-1022-541.38-04	13.97	Filter

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N&M AUTO SUPPLY...	71584...	5/27/2021	737516	731-1022-541.30-18	36.45	Power Steering Fluid Brake Fluid
Total for check: 71584					86.29	
NEENAH-MENASHA SEWERAGE COMMISSION	71585	5/27/2021	2021-071	601-1021-543.25-01	49,662.34	June Wastewater
		5/27/2021	2021-077	601-1021-543.25-01	18,123.00	June Interest & Debt
Total for check: 71585					67,785.34	
CITY OF NEENAH	71586	5/27/2021	Fire/Rescue	100-0501-522.25-01	294,058.00	Fire/Rescue Services
Total for check: 71586					294,058.00	
NORTHEAST ASPHALT INC	71587	5/27/2021	1737414	100-1003-541.30-18	3,509.46	Asphalt
Total for check: 71587					3,509.46	
PACKER CITY INTL TRUCKS INC	71588	5/27/2021	X103100044:02	731-1022-541.38-03	31.56	Filters
		5/27/2021	X103100044:03	731-1022-541.38-03	36.84	Filter
		5/27/2021	X103100429:01	731-1022-541.38-03	178.29	Filters
		5/27/2021	X103100429:02	731-1022-541.38-03	31.56	Filters
		5/27/2021	X103100429:03	731-1022-541.38-03	61.71	Filter
		5/27/2021	X103100614:01	731-1022-541.38-03	10.34	Filter
Total for check: 71588					350.30	
DR TERESA RUDOLPH	71589	5/27/2021	City Physician	100-0903-531.21-05	175.00	City Physician
Total for check: 71589					175.00	
SCHINDLER ELEVATOR CORP	71590	5/27/2021	7153299420	100-0801-521.24-03	485.36	Elevator Repair/PD
Total for check: 71590					485.36	
SCHMITT TITLE LLC	71591	5/27/2021	2011 Manitowoc	501-0000-191.00-00	75,000.00	Purchase 2011 Manitowoc
				501-0000-201.02-00	(687.70)	Purchase 2011 Manitowoc
				501-0000-466.00-00	(2,500.00)	Purchase 2011 Manitowoc

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SCHMITT TITLE LLC...	71591...	5/27/2021...	2011 Manitowoc...	501-0304-562.21-08	40.00	Purchase 2011 Manitowoc
				501-0304-562.74-01	200.00	Purchase 2011 Manitowoc
				Total for check: 71591		
					72,052.30	
SUPERIOR VISION INSURANCE PLAN	71592	5/27/2021	0000518273	100-0000-204.10-00	1,333.25	Vision Insurance-June
				Total for check: 71592		
					1,333.25	
THEDACARE AT WORK	71593	5/27/2021	305668	100-0202-512.21-05	168.00	Audiograms
			305739	100-0202-512.21-05	61.00	DS Rapid 5 Bundled
			Total for check: 71593			
					229.00	
UNIFIRST CORPORATION	71594	5/27/2021	097 0331328	601-1020-543.30-15	67.24	Gloves
			097 0331628	731-1022-541.20-01	163.66	Cleaning Service
			Total for check: 71594			
					230.90	
UNITED PAPER CORPORATION	71595	5/27/2021	U012851-01	731-1022-541.30-13	203.10	Rags
			Total for check: 71595			
					203.10	
WE ENERGIES	71596	5/27/2021	3713895837	100-0000-123.00-00	609.97	Bill N-M Fire Gas 3/29/21 - 4/27/21
				100-0601-551.22-04	3,020.05	Library Gas 3/29/21 - 4/27/21
				100-0703-553.22-04	385.68	Parks Gas 3/29/21 - 4/27/21
				100-0801-521.22-04	842.35	PD Gas 3/29/21 - 4/27/21
				100-0920-531.22-04	178.83	Senior Center Gas 3/29/21 - 4/27/21
				207-0707-552.22-04	59.21	Marina Gas 3/29/21 - 4/27/21
				Total for check: 71596		
					5,096.09	
WELLS FARGO FINANCIAL LEASING	71597	5/27/2021	5015094282	743-0403-513.29-01	142.77	PD Copier-May
				Total for check: 71597		
					142.77	
WIL-KIL PEST CONTROL	71598	5/27/2021	4122608	100-0501-522.24-03	38.75	Pest Control

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WIL-KIL PEST CONTROL...	71598...	5/27/2021...	4122608...	100-0801-521.24-03	60.00	Pest Control	
		5/27/2021	4149579	100-1019-552.20-07	117.50	Pest Control	
		5/27/2021	4152968	100-0704-552.20-07	97.50	Pest Control	
		5/27/2021	4155134	100-0703-553.20-07	112.00	Pest Control	
Total for check: 71598					425.75		
WINNEBAGO COUNTY CLERK OF COURTS	71599	5/27/2021	Winn Co Clerk	100-0000-201.03-00	150.00	Bond	Report #21-1080
					150.00		
WINNEBAGO COUNTY TREASURER	71600	5/27/2021	19564	100-0805-521.25-01	257.30	Stays	
					257.30		
WISCONSIN DEPT OF NATURAL RESOURCES	71601	5/27/2021	370-0000018733	625-1002-541.21-02	75.00	Brin Endangered Resource Review (CPG)	
					75.00		
					529,016.76		

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BAKER & TAYLOR INC	71602	5/28/2021	2035885633	100-0601-551.30-14	548.21	Library Materials
		5/28/2021	2035891219	100-0601-551.30-14	493.97	Library Materials
		5/28/2021	2035893784	100-0601-551.30-14	466.05	Library Materials
		5/28/2021	2035896527	100-0601-551.30-14	565.44	Library Materials
		5/28/2021	2035903734	100-0601-551.30-14	841.02	Library Materials
		5/28/2021	2035912576	100-0601-551.30-14	2,154.41	Library Materials
		5/28/2021	2035917395	100-0601-551.30-14	799.87	Library Materials
		5/28/2021	2035919895	100-0601-551.30-14	777.19	Library Materials
		5/28/2021	2035923077	100-0601-551.30-14	391.20	Library Materials
		5/28/2021	2035936597	100-0601-551.30-14	432.26	Library Materials
Total for check: 71602					7,469.62	
BOOK DEPOSITORY	71603	5/28/2021	111832814271154	100-0601-551.30-14	12.28	Library Materials
	Total for check: 71603				12.28	
CENTER POINT LARGE PRINT	71604	5/28/2021	1846027	100-0601-551.30-14	273.84	Library Materials
	Total for check: 71604				273.84	
CYPRESS INFORMATION SERVICES LLC	71605	5/28/2021	2663	100-0601-551.30-14	250.00	Library Materials
	Total for check: 71605				250.00	
FOX STAMP SIGN & SPECIALTY	71606	5/28/2021	2067365	100-0601-551.30-10	10.75	Office Supplies
	Total for check: 71606				10.75	
INGRAM LIBRARY SERVICES	71607	5/28/2021	52841379	100-0601-551.30-14	77.84	Library Materials
	Total for check: 71607				77.84	
KITZ & PFEIL INC	71608	5/28/2021	31846	100-0601-551.24-03	111.90	Supplies
	Total for check: 71608				111.90	

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MAGICAL ENTERTAINMENT LLC	71609	5/28/2021	Magical	100-0601-551.20-05	205.00	Performance
			Total for check: 71609		205.00	
MANDERFIELD'S HOME BAKERY	71610	5/28/2021	533637	100-0601-551.33-03	37.00	Meals
			Total for check: 71610		37.00	
MIDWEST TAPE	71611	5/28/2021	0500254625	100-0601-551.30-14	87.47	Library Materials
		5/28/2021	0500257925	100-0601-551.30-14	120.58	Library Materials
		5/28/2021	0500298470	100-0601-551.30-14	167.92	Library Materials
		5/28/2021	0500327942	100-0601-551.30-14	1,272.44	Library Materials
		5/28/2021	0500328121	100-0601-551.30-14	50.97	Library Materials
		5/28/2021	0500356147	100-0601-551.30-14	194.92	Library Materials
		5/28/2021	0500361547	100-0601-551.30-14	22.48	Library Materials
			Total for check: 71611		1,916.78	
MBM	71612	5/28/2021	IN570822	100-0601-551.24-04	470.32	Repair/Maintenance
		5/28/2021	IN570823	100-0601-551.24-04	144.75	Repair/Maintenance
			Total for check: 71612		615.07	
CINDY SCHAEFER-KEMPS	71613	5/28/2021	Schaefer-Kemps	100-0601-551.30-16	169.54	Reimbursement
				100-0601-551.33-01	90.72	Mileage
			Total for check: 71613		260.26	
KATHRYN SCHMIDT	71614	5/28/2021	Schmidt	100-0601-551.30-14	27.00	Reimbursement
			Total for check: 71614		27.00	
STAPLES	71615	5/28/2021	3477281336	100-0601-551.30-10	116.20	Office Supplies
			Total for check: 71615		116.20	
SYNCB/AMAZON	71616	5/28/2021	445344764359	100-0601-551.30-14	8.49	Library Materials

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SYNCB/AMAZON...	71616...	5/28/2021	453439345977	100-0601-551.30-14	44.95	Library Materials
		5/28/2021	484975858875	100-0601-551.30-10	5.52	Office Supplies
		5/28/2021	649476696674	100-0601-551.30-14	12.28	Library Materials
		5/28/2021	778763665955	100-0601-551.30-14	12.62	Library Materials
		5/28/2021	853693575779	100-0601-551.30-14	23.73	Library Materials
		5/28/2021	935774988786	100-0601-551.30-10	32.41	Office Supplies
		5/28/2021	994737558736	100-0601-551.30-10	13.94	Office Supplies
		5/28/2021	997348579785	100-0601-551.30-14	126.00	Library Materials
			Total for check: 71616		279.94	
ULINE	71617	5/28/2021	50958225	100-0601-551.30-13	129.48	Housekeeping
			Total for check: 71617		129.48	
UNIQUE	71618	5/28/2021	601856	100-0601-551.21-06	71.60	Management
			Total for check: 71618		71.60	
US BANK EQUIPMENT FINANCE	71619	5/28/2021	443374616	100-0601-551.24-04	513.46	Copier Contract
			Total for check: 71619		513.46	
WINNEFOX AUTOMATED LIBRARY SYSTEM	71620	5/28/2021	WALS1723	100-0601-551.30-11	163.02	Postage/Supplies
			Total for check: 71620		163.02	
WINNEFOX LIBRARY SYSTEM	71621	5/28/2021	WLS1014	100-0601-551.30-10	71.95	Office Supplies
			Total for check: 71621		71.95	
					12,612.99	

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ACCURATE	71622	6/3/2021	2106458	731-1022-541.30-18	27.25	Clamps/Ties/Disc/Brush		
		6/3/2021	2106546	731-1022-541.30-18	622.53	Lock/Swivel/Fittings Seals		
		6/3/2021	2106626	731-1022-541.30-18	5.44	Teflon Tape		
				731-1022-541.38-03	106.60	Strobe Light		
		Total for check: 71622				761.82		
ALL-SPORT TROPHY	71623	6/3/2021	055708	100-0801-521.24-05	50.00	Door Plates/Locker Tags		
		6/3/2021	055709	100-0801-521.19-03	13.95	Name Tags		
		6/3/2021	055710	100-0801-521.19-03	15.90	Name Tags		
		Total for check: 71623				79.85		
AMAZON CAPITAL SERVICES	71624	6/3/2021	16F3-T9RJ-FTTC	100-0901-515.30-18	329.95	Stand Up Desk 1/2 CVMIC		
		6/3/2021	1MRR-RCWV-KK34	731-1022-541.30-18	124.33	Ribbon Cutting Scissors Ribbon		
		6/3/2021	1Q7Q-JH7F-1V74	100-0903-531.30-18	26.38	Label Tape Card Badge Holders		
		6/3/2021	1Q7Q-JH7F-W49Y	100-0202-512.30-16	29.98	Card Holder Reel Retractable		
		Total for check: 71624				510.64		
AMT	71625	6/3/2021	20210603	100-0000-202.08-00	358.00	PAYROLL SUMMARY		
					Total for check: 71625			
ASSESSMENT TECHNOLOGIES LLC	71626	6/3/2021	9644	743-0403-513.24-04	33.75	Market Drive Support		
					Total for check: 71626			
ASSOCIATED APPRAISAL CONSULTANTS	71627	6/3/2021	154634	100-0402-513.21-09	5,000.00	Full Value Maintenance		
					61.66	Internet Posting		
						100-0402-513.30-11	86.00	Postage
				Total for check: 71627				5,147.66

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AUTOMATED COMFORT CONTROLS	71628	6/3/2021	28855	470-0601-551.82-01	26,250.00	Library DDC Control	Replacement
Total for check: 71628					26,250.00		
BADGER LABORATORIES INC	71629	6/3/2021	21-006705	601-1020-543.21-02	362.60	Menasha Utilities	Sample Date 4/28/21
Total for check: 71629					362.60		
BERGSTROM	71630	6/3/2021	64020	731-1022-541.38-04	293.82	Motor & Fan	
Total for check: 71630					293.82		
BOBCAT PLUS	71631	6/3/2021	IA15048	731-1022-541.38-04	105.22	Filter Cab/Cartridge	
Total for check: 71631					105.22		
CARRICO AQUATIC RESOURCES INC	71632	6/3/2021	20212116	100-0704-552.34-02	325.00	CPO Instruction Cert	Adam Begging
Total for check: 71632					325.00		
CEC	71633	6/3/2021	358083	100-0501-522.24-03	450.00	Fire Alarm Monitoring	
Total for check: 71633					450.00		
JESSICA CRANE	71634	6/3/2021	Crane	100-0402-513.10-07	50.00	Board of Review Pay	
Total for check: 71634					50.00		
CUMMINS NPOWER LLC	71635	6/3/2021	E3-76269	731-1022-541.30-15	720.00	Insite License for Andrea	
Total for check: 71635					720.00		
KORTNEY DAHM	71636	6/3/2021	Dahm	100-0903-531.33-01	24.86	Travel Expense Report	
Total for check: 71636					24.86		

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EMPLOYEE BENEFITS CORPORATION	71637	6/3/2021	3264834	100-0202-512.21-06	150.00	Amended 2020 FSA Plan
			Total for check: 71637		150.00	
FACTORY MOTOR PARTS CO	71638	6/3/2021	18-Z23141	731-1022-541.38-03	495.76	Batteries
		6/3/2021	50-3393162	731-1022-541.38-03	27.33	Lube Filter
			Total for check: 71638		523.09	
FERGUSON WATERWORKS #1476	71639	6/3/2021	0330901	625-1010-541.30-18	169.14	Sewer Pipe, PVC
		6/3/2021	0331619	100-0703-553.30-18	59.78	SWR SW CAP
			Total for check: 71639		228.92	
GEOGRAPHIC INFORMATION SERVICES	71640	6/3/2021	GIS-14837	470-0403-513.80-05	1,287.08	April GIS Services
			Total for check: 71640		1,287.08	
GREAT BIG GRAPHICS LLC	71641	6/3/2021	10390	100-0801-521.29-01	49.00	Business Cards Samuel Vassar
			Total for check: 71641		49.00	
GRIESBACH READY-MIX LLC	71642	6/3/2021	5662	470-1009-541.82-02	723.50	Concrete/Southfield
				625-1003-541.30-18	2,716.50	Concrete/Southfield
			Total for check: 71642		3,440.00	
GUARDIAN TRACKING LLC	71643	6/3/2021	2021-0492	743-0403-513.24-04	3,891.00	Annual Subscription 6/1/21-5/31/22
			Total for check: 71643		3,891.00	
GUNDERSON CLEANERS	71644	6/3/2021	991572	100-0801-521.30-13	52.71	Cleaning Service
			Total for check: 71644		52.71	

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HEARTLAND BUSINESS SYSTEMS	71645	6/3/2021	443444-H	743-0403-513.80-01	3,276.25	IT Infrastructure Project Labor
			Total for check: 71645		3,276.25	
HOME DEPOT CREDIT SERVICES	71646	6/3/2021	1624305	100-0703-553.24-03	50.23	Park - Electric
		6/3/2021	4012446	100-0703-553.30-18	2.18	Park - Fence
		6/3/2021	5514523	100-0703-553.24-03	44.99	Park - Electric
		6/3/2021	6012173	207-0707-552.24-03	251.90	Marina- Fence
		6/3/2021	9863003	731-1022-541.24-03	99.00	Park - Electric
		6/3/2021	9902630	731-1022-541.24-03	309.00	Park - Electric
			Total for check: 71646		757.30	
HWM SHRED PRO	71647	6/3/2021	59535	100-0903-531.30-18	63.76	Scheduled Waste Service Covid
			Total for check: 71647		63.76	
JP GRAPHICS INC	71648	6/3/2021	1062444012	100-0703-553.29-01	67.05	Fox Cities Trails Maps
			Total for check: 71648		67.05	
JX ENTERPRISES INC	71649	6/3/2021	2415453S	731-1022-541.29-04	518.75	Service Peterbilt 320
			Total for check: 71649		518.75	
KITZ & PFEIL INC	71650	6/3/2021	31471	100-0703-553.30-18	3.89	Nuts/Bolts
		6/3/2021	31619	100-1001-514.24-03	2.69	Box Square
			Total for check: 71650		6.58	
LEAGUE OF WISCONSIN MUNICIPALITIES	71651	6/3/2021	82518	100-0202-512.32-01	30.00	HR for Small Communities 3/16/21-3/18/21
			Total for check: 71651		30.00	

AP Check Register

Check Date: 6/3/2021

Date: 6/3/2021

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MATTHEWS TIRE & SERVICE CENTER	71652	6/3/2021	78764	731-1022-541.38-04	54.00	Computer Spin Balance
			Total for check: 71652		54.00	
ELLEN MAXYMEK	71653	6/3/2021	Maxymek	100-0402-513.10-07	50.00	Board of Review Pay
			Total for check: 71653		50.00	
MCMAHON	71654	6/3/2021	0922572	625-1002-541.21-02	960.00	Brin Site Stormwater Project #09-20-00275
			Total for check: 71654		960.00	
MENARDS-APPLETON EAST	71655	6/3/2021	3740	100-0703-553.30-18	11.37	Dogear Picket
			Total for check: 71655		11.37	
MENASHA UTILITIES	71656	6/3/2021	004823	601-0401-513.25-01	19,364.79	April Sewer Charges
				625-0401-513.25-01	1,410.81	April Stormwater Charges
			Total for check: 71656		20,775.60	
N&M AUTO SUPPLY	71657	6/3/2021	737978	731-1022-541.30-18	59.68	Bucket/Window Squeegee
		6/3/2021	738182	731-1022-541.38-03	12.75	Spark Plug
		6/3/2021	738346	731-1022-541.38-03	76.45	Air Filter
			Total for check: 71657		148.88	
NEWEGG BUSINESS INC	71658	6/3/2021	1303321727	100-0801-521.30-18	224.91	Headset Batteries
			Total for check: 71658		224.91	
JEFF NICHOLS	71659	6/3/2021	Nichols	100-0402-513.10-07	50.00	Board of Review Pay
			Total for check: 71659		50.00	
ANDREA OSKEY	71660	6/3/2021	Oskey	743-0403-513.30-11	11.70	Postage

AP Check Register

Check Date: 6/3/2021

Date: 6/3/2021

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ANDREA OSKEY...	71660...	6/3/2021...	Oskey...	743-0403-513.33-01	8.96	Travel Expense Report
			Total for check: 71660		20.66	
OUTAGAMIE COUNTY	71661	6/3/2021	124006	100-0805-521.25-01	65.00	Incarceration Expense
			Total for check: 71661		65.00	
SUSAN PENNISTON	71662	6/3/2021	Penninston	100-0921-531.33-01	40.76	Travel Expense Report
			Total for check: 71662		40.76	
POYNETTE IRON WORKS INC	71663	6/3/2021	44098	100-1016-543.30-15	92.00	Casters
			Total for check: 71663		92.00	
REINDERS INC	71664	6/3/2021	1880239-00	731-1022-541.38-03	154.96	Ball Mount/Joint
			Total for check: 71664		154.96	
PATRICIA RUDOLPH	71665	6/3/2021	Rudolph	100-0402-513.10-07	50.00	Board of Review Pay
			Total for check: 71665		50.00	
RUEKERT & MIELKE INC	71666	6/3/2021	136542	601-1020-543.21-02	966.00	Sewer Billing Assistance
		6/3/2021	136543	601-1020-543.21-02	1,889.75	Professional Fees Oak St Project 8285-10017
			Total for check: 71666		2,855.75	
SANOPI PASTEUR INC	71667	6/3/2021	916533967	100-0903-531.30-18	80.62	Tubersol
			Total for check: 71667		80.62	
SCHINDLER ELEVATOR CORP	71668	6/3/2021	7100458275	100-0601-551.24-03	2,500.00	Door Protection
			Total for check: 71668		2,500.00	

AP Check Register

Check Date: 6/3/2021

Date: 6/3/2021

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
SERVICE MOTOR COMPANY	71669	6/3/2021	P47463	731-1022-541.38-03	62.58	Spring
			Total for check: 71669		62.58	
SITEONE LANDSCAPE SUPPLY	71670	6/3/2021	109121287-001	625-1003-541.30-18	416.04	Seed Starter Mulch
		6/3/2021	109255835-001	625-1010-541.30-18	2,512.93	Seed Mixture Strip w/ Stakes
				731-1022-541.82-01	2,512.92	Sun/Shade Seed Mixture Flexedge Strip
		6/3/2021	109279132-001	731-1022-541.30-18	80.77	Flexedge Strip
			Total for check: 71670		5,522.66	
SMT MANUFACTURING & SUPPLY LLC	71671	6/3/2021	0068040-In	731-1022-541.38-03	21.38	Belts
			Total for check: 71671		21.38	
SOMMERS CONSTRUCTION INC	71672	6/3/2021	2021-06	470-0000-201.04-00	(4,502.25)	Baldwin St - Reconstruct
					(1,784.62)	Baldwin St - Reconstruct
				470-1003-541.82-02	40,100.70	Baldwin St - Reconstruct
				470-1009-541.82-02	12,500.00	Baldwin St - Reconstruct
				625-0000-194.00-00	90,045.00	Baldwin St - Reconstruct
					23,200.00	Baldwin St - Reconstruct
			Total for check: 71672		159,558.83	
STAPLES	71673	6/3/2021	3477324225	100-0703-553.30-18	18.33	Office Supplies
				731-1022-541.30-10	48.99	Office Supplies
			Total for check: 71673		67.32	
THOMAS STOFFEL	71674	6/3/2021	Stoffel	100-0402-513.10-07	50.00	Board of Review Pay
			Total for check: 71674		50.00	
SUPERION LLC	71675	6/3/2021	317247	743-0403-513.24-04	2,758.35	Financial Software-June
			Total for check: 71675		2,758.35	

AP Check Register
Check Date: 6/3/2021

Date: 6/3/2021

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
THEDACARE AT WORK	71676	6/3/2021	305831	100-0202-512.21-05	212.00	Tests - Senior Ctr/PD
		6/3/2021	305952	100-0202-512.21-05	182.00	Tests - Senior Ctr
		6/3/2021	306232	100-0202-512.21-05	544.00	Tests - P&R/Senior Ctr
	Total for check: 71676				938.00	
TLC SIGN	71677	6/3/2021	32383	100-0920-531.24-03	3,180.00	Senior Center Update Reader Board Sign
		6/3/2021	32686	100-0703-553.24-05	2,117.68	Jefferson - New Entrance Gate & Planter Sign
	Total for check: 71677				5,297.68	
UNIFIRST CORPORATION	71678	6/3/2021	097 0332069	731-1022-541.20-01	163.66	Cleaning Service
					Total for check: 71678	
WIL-KIL PEST CONTROL	71679	6/3/2021	4147139	731-1022-541.20-07	77.25	Commercial Contract
		6/3/2021	4151206	100-0501-522.24-03	141.00	Pest Control
	Total for check: 71679				218.25	
WISCONSIN SUPPORT COLLECTIONS	71680	6/3/2021	20210603	100-0000-202.03-00	614.59	PAYROLL SUMMARY
					Total for check: 71680	
WOOD AN DALE NURSERY	71681	6/3/2021	15464	625-0706-561.30-18	8,000.00	Trees
					Total for check: 71681	
ZEP SALES & SERVICE	71682	6/3/2021	9006260194	731-1022-541.30-18	377.99	Degreaser
					Total for check: 71682	
					261,600.51	



To: Menasha Common Council

From: Haley Krautkramer, City Clerk

RE: Beverage Operator License (Bartender) Applicants

Date: 6/3/2021

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

Esteban Miguel Tierrablanca

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:

Mariah Anderson
Becki Grygny
Samantha Jo King
Jessica Klemp
Morgan Souder
Nicole Verstegen



May 13, 2021

Esteban Miguel Tierrablanca
637 Appleton Street
Menasha, WI 54952

Re: City of Menasha Alcohol Operators Application

Dear Mr. Esteban Tierrablanca,

In conducting a background investigation on your Alcohol Operators License, it was determined that you failed to provide accurate information in regards to the questions on the application form. Applicants must be truthful and fill out the application completely. Under the City of Menasha Policy Guidelines for Liquor Licenses, you have violated Guideline 4, and therefore, we are recommending that your application be denied. You will be eligible to reapply for an Alcohol Operator License after one year, 05/13/2022.

The recommendation will be given to the Common Council at their next meeting on 06/07/2021 at 6:00 pm, or shortly thereafter. Should you wish to provide comment to the Common Council on your application, you may do so during the public participation portion of the meeting.

Sincerely,

Lt. Nick Thorn
Investigative Services
City of Menasha Police Department



City of Menasha Alcohol Operators License

Applications and payment should be submitted to the Clerk's Office at 100 Main Street, Suite 200, Menasha, WI 54952
Cash or Check ONLY. Call (920) 967-3608 with questions.

Tierrablanca		Estelva			
Last Name	First Name	Middle Name	(Previous Names)		
637 Appleton St	Menasha	Wi	54952		
Street Address	City	State	ZIP Code	Primary Phone Number	
Date of Birth		Age	Birthplace		
Height	Weight	Eye color	Hair color	M	Hispanic
				Gender	Race
Driver's License or State ID No.		Expiration Date		Wi	
				State of Issue	
Scars, marks, tattoos, etc. (only those that are visible)					
1 Thienx Moon					

Waukegan
Place of Employment (business the license will be used at)

☒ Pick up License

☐ Mail License

NOTE: A license may be denied if applicant fails to provide accurate information or if the information is incomplete.
Please read this section carefully. Please explain all "Yes" answers on the back of this form.

- ☐ YES ☒ NO (1) Do you currently have any criminal charges pending against you?
- ☐ YES ☒ NO (2) Have you ever been convicted of a felony?
- ☐ YES ☒ NO (3) Have you ever been convicted of a misdemeanor?
- ☐ YES ☒ NO (4) Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug?
- ☐ YES ☒ NO (5) Have you ever been convicted of a violation of any law, statute, or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)?
- ☐ YES ☒ NO (6) Have you ever been convicted of a violation of any law, statute, or ordinance pertaining to the possession, use, or sale of illegal drugs?
- ☐ YES ☒ NO (7) Have you ever been convicted of a criminal traffic offense?

I understand that the application fee will not be returned if license is denied.

Signature Estelva Tierrablanca

Date 6-27-21

For Office Use Only

☒ New License (\$50)

☐ Renewal (\$50)

☐ Provisional (\$15)

☐ Temporary (\$25)

☐ Approved

☐ Denied

Applicant meets guidelines for issuance of Beverage
Operator's License

☒ Taken Responsible Server Training OR has held a
license in the past 2 years

☒ Completed and passed police background check

Clerk/Deputy Clerk Signature

Date

CITY OF MENASHA POLICY GUIDELINES FOR OPERATOR LICENSES

1. Intent: It is the responsibility of the Menasha Police Chief to screen applications for operators' licenses (bartender licenses) for the City of Menasha. The following guidelines are adopted in order to specify the reasons for denying, non-reviewing or revoking an operator's license and outlines the steps and considerations given, for any denials that are appealed to the Menasha Common Council.

All applications for operators' license applications are submitted to the Menasha Police Department for a background check. The Menasha Police Chief makes the decision on licensing by either accepting or rejecting the application.

*Due to the discretionary nature of the alcohol beverage licensing process, it is not possible to state every circumstance that may result in approval of a license application and what circumstances will result in approval of a license application. However, it is possible to enumerate what will be considered in the decision-making and what circumstances are more likely to result in the **denial** of a license application.*

Individuals granted an operator's license must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws, and assist with minimizing disturbances of the peace and maintain the safety of the community. Therefore, individuals with a past history of negative or uncooperative contacts with police agencies will be scrutinized.

It is with these goals in mind that these guidelines are adopted. Furthermore, to the extent that Wis. Statutes Ch. 125 or Menasha City Ordinances provide additional grounds for denial, suspension, revocation or non-renewal, the Police Chief may also rely on such provisions.

In the event an individual with an operator's license is considered for non-renewal, suspension or revocation, all offenses will be considered, the circumstances of which are substantially related to the license regardless of whether some of the offenses occurred prior to the adoption of these guidelines.

Upon request, a copy of these guidelines shall be provided to each person who applies for a license.

Guidelines: What is meant by substantially related? The law does not specifically define this term although there are many court decisions on the topic. The Wisconsin Supreme Court has stated that the purpose of the test is to assess whether the tendencies and inclinations to behave a certain way in a particular context are likely to reappear later in a related context, based on the traits revealed. The "**substantially related**" test looks at the circumstances of an offense, where it happened, when, what, etc. compared to the circumstances of the licensed activity.

Where does the licensed activity typically occur, when and what is involved in performing the licensed activity, etc.

Examples of “substantially related” in the context of an operator’s license: There is a substantial relationship between the illegal purchase, use and sale of controlled substances and engaging in bartending, which involves the purchase and sale of a closely regulated substance. The same is true for offenses involving alcohol, e.g. drunk driving, selling to underage, possession and/or consuming as an underage, committing law violations while under the influence of alcohol or drugs, etc.

- **Guideline 1.** Provided the offense is substantially related to the circumstances of the license activity, circumstances of the offense substantially relate to the circumstances of the job or licensed activity, **any person who has been convicted of any FELONY, unless duly pardoned, does not qualify for an operator’s license.** Sec. 125.04(5)(b), Wis. Stats. (To the extent the other guidelines reference a specific offense; this guideline shall apply if the offense constitutes a felony.)
- **Guideline 2.** Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, **offense is substantially related to the circumstances of the licensed activity**, any person who has been convicted of or has a current charge pending, for two (2) or more offenses within the last five (5) years or for two (2) or more offenses, arising out of separate incidents, within the last five (5) years in the following subcategories, does not qualify for an operator’s license:
 - Violent crimes against the person of another, including but not limited to battery, criminal disorderly conduct, sexual assault, injury by negligent use of a vehicle, intimidation of a victim or witness.
 - Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, resisting or obstructing a police officer, bribery of public officers/employees, eluding police, bail jumping, hit and run, perjury, or acts/threats of terrorism.
 - Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; maintaining a drug trafficking place; possessing with intent to manufacture, distribute, or deliver a controlled substance or a controlled substance analog. Sec. 111.335(1)(c), Wis. Stats.
- **Guideline 3.** Provided the circumstances of the offense substantially relate to the circumstances of the job or licensed activity, offense is **substantially related to circumstances of the license activity**, any person who has been convicted of or has a current charge pending, for two (2) or more offenses, arising out of separate incidents, within the last three (3) years in the following subcategories, does not qualify for an operator’s license:
 - Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitutions-related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.
 - Alcohol beverage offenses (under Wis. Stat. Ch. 125 or Menasha City Ordinances).

- Possessing a controlled substance, controlled substance analog without a valid prescription, or possessing drug paraphernalia.
- Operating a motor vehicle while under the influence of intoxicants or drugs.
- Operating a motor vehicle with a prohibited alcohol concentration (PAC) in excess of .08% by weight.
- Open intoxicants in a public places or in a motor vehicle.

What is a **habitual law offender**? The term “habitual” refers to multiple convictions or pending charges and could include an offender with two (2) offenses occurring within a relatively short period of time. The term “offender” refers to a person with civil violations such as ordinance convictions and/or misdemeanor convictions (or pending charges), which substantially relate to the licensing activity. A legal opinion rendered by the League of Wisconsin Municipalities states that a person with two drunk driving convictions within the last couple years would be considered a habitual offender under the alcohol beverage licensing laws. Intoxicating Liquors #890 (1991). Some examples include:

- Two (2) or more offenses, each with a separate incident, within the immediately preceding one (1) year.
 - Three (3) or more offenses, each a separate incident, within the immediately preceding five (5) years.
 - Six (6) or more offenses, each a separate incident, within the preceding ten (10) years.
- **Guideline 4.** Applicants must truthfully and completely fill out applications:
 - If an applicant provides false information on an application, that application shall be denied and the applicant shall not be eligible to reapply for an operator license for a period of one (1) year from the date of denial of such application.
 - If the Police Chief determines that information was *intentionally* omitted from an application, the application shall be denied and the applicant shall not be eligible to reapply for an operator license for a period of one (1) year from the date of the denial of such application.
 - If the Police Chief determines that information was OMITTED from an application due to inadvertence, mistake or excusable neglect, the Chief may allow the applicant to submit a corrected application and recommend granting of the license, if the applicant is otherwise qualified.
 - **Guideline 5.** Recommending approval of an operator’s license application for an applicant who would otherwise be denied under these policy guidelines:
 - The Common Council may approve an operator’s license application if the application would otherwise be denied under this policy if the applicant presents substantial, credible evidence of rehabilitation. Such evidence includes letters of recommendation from Alcohol and Other Drug (“AODA”) counselors, probation agents or other relevant service providers, other professional counselors, certificates and/or letters confirming satisfactory completion of an AODA or other relevant counseling program. Any such letters shall be on the letterhead of the agency offering the recommendation in order for the letter to be considered credible evidence of rehabilitation. Any evidence must be in the form of

documents submitted to the Common Council and may not be statements of the applicant at the time of the hearing.

- The reason for any recommendation of approval of an operator's license application under this paragraph must be clearly stated in the record.
- **Guideline 6.** If the Police Chief recommends denial of an operator's license application, the reasons for the denial must be clearly stated on the record and shall be consistent with the criteria outlines above.



To: Menasha Common Council
From: Valerie Neuman, Deputy Clerk
RE: Beverage Operator License (Bartender) Applicants
Date: 6/3/2021

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 2021-2023 licensing period:

Katrina Anderson-Winters
Jaclyn Anthony
Steven Andrews
Marissa Barden
Kimberley Barlament
Dominique Blau
Erica Boylan
Steven Brandt
Christian Bunno
Amy Burroughs
Bridget Buss
Sarah Castonia
Kristin Cates
Shiva Chapai
Debora Chew
Gina Combs
Randal Coughlin
Jodi Cowling
Tyler Debruin
Stefanie Deeg
Julia Diwa
Ayla Dombrowski
Joanne Easton
Kathy Fay
Jodi Fleming
Ashley Fregin
Lisa Gauger
Mark Getschow
Ashley Goode
Paula Gozner
Michelle Hamernick
Tabitha Hauser

Melissa Heinritz
Moriah Hershberger
Kim Hollander
Kim Hollingsworth
Sheila Hopfensperger
James Page
Patrick James
Brenda Jones
Brenda Jorgenson
Brianna Juneau
Andrea Jury
Thomas Kaufman
Elizabeth Keil
Stefani Kersten
Younsil Kim
Sara Kinnunen
Jody Kissinger
Kyle Klug
Lawrence Konetzke
Thomas Konetzke
Kyle Klug
Amanda Knutson
Melissa Kugel
Kayla Kuranda
Jonathan Kwasny
Justin LaCrosse
Taylor Lantagne
Ruth Lee
April Leigh
Allixandra Leon
Abigail Liebhauser
Karinna Lindert

Michelle Long
Timothy Metz
Kati Meier
Frank Moore
Miranda Moore
Philip Moore
Joel Morien
Teresa Myers
Kyria-Jo Navarre
Kristine Okkerse
Anthony Olsen
Charity Otto
Melissa Pickett
Melissa Poppy
Michaela Prince
Erin Proctor
Carol Quella
Emily Quick
Brooke Radke
Alexis Renier
Edward Ritchie
Jessica Robinson
Gail Rohloff
Mario Romero
Karen Sandvig
Amy Sanger
Lynda Sasse
Bryanne Sauberlich
Susan Schiesl
Lisa Schilleman
Laura Schneider
Miranda Schuh

Mary Schultz
Chitra Sharma Chapai
Derek Selle
Matthew Shelton
Mohinder Singh
Jennifer Sorto
Kevin Spang
Ann Spilski
Brody Spilski
Mike Sztuczko
James Swiecichowski
Sarah Straw
April Sundby
Susan Taylor
Erin Timm
Teri Tranetzke
Jared Troeller
Kirk Unbeahun
Kimberly Verrett
Rachel Warning
Timothy Woerishofer
Brooke Worm
Janiece Zastrow
Alexandria Ziegert



To: Common Council

From: Haley Krautkramer, Clerk

Date: June 7, 2021

Subject: Liquor License Applications, Licensing Year: July 1, 2021 – June 30, 2022

The following license holders have filed applications for renewal in the Clerk's Office to serve intoxicating liquor and/or fermented malt beverages for the licensing year, July 1, 2021 - June 30, 2022.

"CLASS A" LIQUOR AND MALT

- Casey's Marketing Company, d/b/a Casey's General Store, 1492 Appleton Road, Menasha; Anthony Hawks/Agent
- Doran & Doran, d/b/a Chef Fresh, 204 Manitowoc Street, Menasha; Scott Doran/Agent
- Dolgencorp LLC, d/b/a Dollar General Store #13175, 1135 Appleton Road, Menasha; Aaron Dalton/Agent
- Horan Brothers LLC, d/b/a Club Liquor, 234 Main Street, Menasha; Jonathan Horan/Agent
- KN LLC, d/b/a Menasha Marathon, 209 Racine Street, Menasha; Nawaraj Subeddi/Agent
- FKG Oil Company, d/b/a Menasha MotoMart, 700 3rd Street, Menasha; Dominique Blau/Agent
- Kwik Trip, Inc., d/b/a Kwik Trip #297, 1499 Appleton Road, Menasha; James Peter Schumacher/Agent
- Kwik Trip, Inc., d/b/a Kwik Trip #743, 1870 USH 10/114, Menasha; Lori Ann Duj/Agent
- Quik Mart Menasha Inc., d/b/a Quik Mart, 1515 Appleton Road, Menasha; Satnam Gill/Agent
- RNR Foods LLC, d/b/a Menasha Piggly Wiggly, 1151 Midway Road, Menasha; Richard Lee/Agent
- Skogen's Foodliner Inc., d/b/a Festival Foods, 1355 Oneida Street, Menasha; William Chizek/Agent
- Stop N Go LLC, d/b/a Stop N Go, 1200 Plank Road, Menasha; Kamaljil Gill/Agent
- Walgreen Co., d/b/a Walgreens #03851, 305 Racine Street, Menasha; Keri Soehrmann/Agent
- Wisconsin CVS Pharmacy LLC, d/b/a CVS Pharmacy #5186, 1485 S. Oneida Street, Appleton; Amy Lynn Sanger/Agent

CLASS “B” MALT

- Bare Bones Brewery LLC, d/b/a Bare Bones Brewery LLC, 226 Main Street; Daniel Dringoli/Agent
- Mario Nunez, d/b/a Crazy Donkey Burrito Grill, 14 Tayco Street, Menasha

“CLASS B” LIQUOR AND MALT

- Benchwarmers Inc., d/b/a Redliner Bar, 977 Plank Road, Menasha; Ken Zastrow/Agent
- Brian K. Ritchie, d/b/a Tonic, 1010 Manitowoc Road, Menasha
- Butch & Butch Enterprise LLC, d/b/a Stone Toad Bar & Grill, 1109 S. Oneida Street, Menasha; Mark M. Dix/Agent
- David A. Seidl, d/b/a City Limits, 544 Fourth Street, Menasha
- El Jarepio Menasha LLC, d/b/a El Jarepio Menasha, 890 Lake Park Road, Menasha; Antonio Sandoval/Agent
- Emprize Brewing, LLC, d/b/a Emprize Brew Mill/The Attic, 198-200 Main Street, Menasha; Anna Zoltowski/Agent
- Kreibels, LLC, d/b/a The Old Grog, 546 Broad Street, Menasha; Rosita Eisenach/Agent
- Neenah-Menasha K of C Building Association, d/b/a Knights of Columbus, 746 Third Street, Menasha; John Koester/Agent
- Peter J. Kemps, d/b/a Jitters Lounge, 23 Main Street, Menasha
- Plank Pub LLC, d/b/a Plank Road Pub, 800 Plank Road, Menasha, Kimberly A. Halbach/Agent
- Ramsey & Ramsey Inc., d/b/a R & R Bar, 2 Tayco Street Menasha; Mary A. Saunders/Agent
- S & S Jaber LLC, d/b/a Luigi’s Pizza & Pasta, 332 Ahnaip Street, Menasha; Gianna Jaber/Agent
- Solea Mexican Grill LLC, d/b/a Solea Mexican Grill, 705 Appleton Road, Menasha; Eduardo Sanchez/Agent
- Steven Szymanski, d/b/a Club Tavern, 56 Racine Street, Menasha
- Tayco Tap LLC, d/b/a Tayco Tap, 10 Tayco Street, Menasha, Tony Eikland/Agent
- Thomas Siegel, d/b/a Tony’s Bar, 212 Manitowoc Street, Menasha
- Viand Hospitality LLC, d/b/a Parker John’s BBQ & Pizza, 124 Main Street, Menasha; Aaron M. Sloma/Agent
- Weathervane Restaurant LLC, d/b/a Weathervane Restaurant, 186 Main Street, Menasha; Patrick Du Frane/Agent
- Wilzke’s Pub, LLC, d/b/a Wilzke’s Pub, 528 Milwaukee Street, Menasha; Barbara Wilson/Agent
- Wiseguys Pizzeria LLC, d/b/a Wiseguys Pizzeria & Pub, 1440 S. Oneida Street, Appleton; Brenda J. Jorgensen/Agent

RESERVE “CLASS B” LIQUOR AND MALT

- Chicken Palace of Menasha Inc., d/b/a Chicken Palace of Menasha, 1550 Appleton Road, Menasha; Carlos Ayala/Agent
- Lake Park Swim & Fitness, d/b/a Lake Park Swim & Fitness, 730 Lake Park Road, Menasha; Megan Collins/Agent
- Neenah-Menasha Elks Lodge #676, d/b/a Neenah-Menasha Elks Club #676 of B.P.O.E., 328 Nicolet Blvd, Menasha; David Rudolph/Agent

The Menasha Police Department has conducted a background check on all the mentioned applicants and has no reason to withhold any license based on their findings. All necessary inspections by the Fire Department, Health Department, and Building Inspection Department have been completed and all the listed properties are compliant. The Finance Department, Menasha Utilities, and Neenah-Menasha Municipal Court report all financial obligations to the City have been satisfied for all applicants.

Staff recommends approval of these applications for the 2021-2022 licensing year.



Memorandum

Date: June 3, 2021
To: Common Council
From: Haley Krautkramer, City Clerk
Subject: Outdoor Alcoholic Beverage Permit, July 1, 2021 - June 30, 2022

In accordance with Section 7-2-17 of the City of Menasha Municipal Code, Bare Bones Brewery has submitted an application for extension of "Class B" license for the July 1, 2021 - June 30, 2022 licensing period and request outdoor service of alcoholic beverages on their patio area per the attached site map.

1. Bare Bones Brewery, LLC, 226 Main Street Menasha, Daniel Dringoli d/b/a Bare Bones Brewery
2. Benchwarmers Inc., d/b/a Redliner Bar, 977 Plank Road, Menasha; Ken Zastrow/Agent
3. Butch & Butch Enterprise LLC, d/b/a Stone Toad Bar & Grill, 1109 S. Oneida Street, Menasha; Mark M. Dix/Agent
4. El Jaripeo Menasha LLC, d/b/a El Jaripeo Menasha, Antonio Sandoval, agent for the premise located at 890 Lake Park Road, Menasha
5. Emprize Brewing, LLC, d/b/a Emprize Brew Mill/The Attic, 198-200 Main Street, Menasha; Anna Zoltowski/Agent
6. Peter J. Kamps, d/b/a Jitters Lounge, 23 Main Street, Menasha
7. Plank Pub LLC, d/b/a Plank Road Pub, 800 Plank Road, Menasha; Kimberly A. Halbach/Agent
8. Tayco Tap LLC, d/b/a Tayco Tap, 10 Tayco Street, Menasha; Tony Eikland/Agent
9. Viand Hospitality LLC, d/b/a Parker John's BBQ & Pizza, 124 Main Street, Menasha; Aaron M. Sloma/Agent
10. Wiseguys Pizzeria LLC, d/b/a Wiseguys Pizzeria & Pub, 1440 S. Oneida Street, Appleton; Brenda J. Jorgensen/Agent

Recommendation: Staff recommends approval the application for the 2021-2022 licensing year.



Memorandum

Date: June 3, 2021
To: Common Council
From: Valerie Neuman, Deputy Clerk
Subject: Outdoor Street Serve Permit for June 7, 2021 – November 30, 2021

In accordance with Section 7-8-2 of the City of Menasha Municipal Code the following businesses submitted applications to serve food and alcoholic beverages on public right-of-way:

1. Emprize Brewing LLC, d/b/a Emprize Brew Mill/The Attic, 198-200 Main Street, Menasha
 - The public area is described as the front and back sidewalks for 196, 198, and 200 Main Street outside the fenced-in outdoor service areas. The permit expires on November 30, 2021.

All required documentation has been received including proof of insurance, scaled site plans, and photos and placement of all furnishings.

Recommendation: Staff recommends the approval of the Outdoor Street Serve Permits for the above listed businesses for the 2021 licensing year.



MEMORANDUM

To: Common Council
From: Community Development Department/SS
Date: June 7, 2021
Re: **Land Purchase and Development Agreement between the City of Menasha and Hart Family Coffee, LLC – 901 Airport Road**

On May 5, 2021 Hart Family Coffee LLC accepted a counter offer proposed by the Common Council on May 3, 2021 for the acquisition of 901 Airport Road to construct a drive thru coffee kiosk. Included in this counter offer was a stipulation that the buyer and seller shall cooperatively agree and enter into a binding development agreement within 45 days (6/19/21) of the accepted counter offer with the final terms provided within.

Attached to this memo is the drafted land purchase and development agreement between the City of Menasha and Hart Family Coffee, LLC. A summary of the terms are as follows:

1. Price: \$87,500
2. Due Diligence Period: 9/2/2021 with right to extend 60 days
3. Commence Construction: 12/1/2021
4. Occupancy: 9/30/2022
5. Closing and Title Work: 9/17/2021
6. Assignment: Written Consent
7. Tax Exempt Clause and Right of Reversion

Staff recommends the Common Council approve the land purchase and development agreement as presented between the City of Menasha and Hart Family Coffee for the sale and development of 901 Airport Road.

LAND PURCHASE AND DEVELOPMENT AGREEMENT

This land purchase and development agreement (Agreement) is entered into as of June __, 2021, between the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 (CITY), and Hart Family Coffee, LLC, a foreign limited liability company registered in the State of Iowa, 10 11th Street SE, Spencer, Iowa 51301 (HART), for the sale and development of vacant lands being 901 Airport Road, located in the City of Menasha, County of Winnebago, State of Wisconsin.

RECITALS

Whereas, CITY, as steward of taxpayer resources, offered this City surplus Property for sale and is concerned with its development for the long term benefit of the community; and,

Whereas, HART submitted an offer to purchase to the CITY on April 15th, 2021 for the CITY owned property being 901 Airport Road, Menasha, WI (parcel 6-00637-01), herein the “Property”; and,

Whereas, the CITY Common Council reviewed said offer to purchase on April 20th, 2021 and May 3rd, 2021, making an official counter offer to HART on May 4th, 2021 whereby HART accepted said counter offer on May 5th, 2021; and,

Whereas, through the offer to purchase and accepted counter is was collectively agreed by both parties that the purchase price for the property is \$87,500.00, HART is to develop a small drive thru coffee kiosk as similarly shown in the offer to purchase on said Property having a pedestrian walk up window and outdoor seating; and,

ARTICLE I PURPOSE

SECTION 1.01. PURPOSE OF AGREEMENT. The purpose of this Agreement is to facilitate the sale and development of the Property. Terms provided within this Agreement shall supersede any terms or conditions previously agreed and found to be in conflict. The recitals are incorporated herein by reference.

ARTICLE II OBLIGATIONS

SECTION 2.01. HART OBLIGATIONS.

SECTION 2.01.01. Purchase. HART agrees to purchase the Property from the CITY for the purchase price of \$87,500.00.

SECTION 2.01.02. Due Diligence. HART shall have a due diligence period through September 2, 2021 to gain all of the approvals described under Section 2.01.02 and satisfy all of the contingencies described under Section 3.02. HART shall have the right to extend this due diligence period for an additional sixty (60) days upon notifying the CITY in

writing on or before September 2, 2021. In the event HART determines the Property is not suitable for purchase at any time prior to the expiration of any due diligence period, HART may at, its sole discretion, terminate this Agreement in writing to the CITY, whereupon this Agreement will become null and void and no further liability to HART or the CITY shall remain in force or effect and the CITY shall promptly return all earnest money described under Section 3.07 to HART within five (5) business days.

HART, together with its consultants, architects, engineers, contractors, and other agents, shall have full and reasonable access to the Property for the purposes of conducting the due diligence and satisfying HART's contingencies contemplated by this Agreement.

SECTION 2.01.02. Approvals. Prior to transfer of the Property, HART shall gain the necessary approvals to construct the Project. Approvals shall not be limited to zoning, site plan, and land use. Said Approvals shall be completed within the due diligence period described under Section 2.01.02. HART shall be responsible for all associated costs including permit fees, recording fees, and engineering/surveying costs.

SECTION 2.01.03. Construction. HART agrees to construct a drive thru coffee kiosk including a walk up window and outdoor seating as substantially presented to the CITY on April 20, 2021 also shown in EXHIBIT A or similar thereof and agrees to take out all necessary permits to execute the construction. HART shall commence construction, demonstrated by the issuance of a building permit, no later than December 1, 2021. The Project shall be substantially completed, demonstrated by the issuance of a Certificate of Occupancy, no later than September 30, 2022.

HART estimates the total investment including construction, equipment, soft costs, and supplies to be roughly \$580,000.00.

SECTION 2.01.04. Closing. HART agrees to close on the Property no later than September 17, 2021, being 15 days after the due diligence period as indicated under Section 2.01.02. If HART chooses to extend the due diligence period, the closing shall also be extended in conjunction.

SECTION 2.02. CITY OBLIGATIONS. The CITY hereby agrees to sell the Property to HART and support the redevelopment for the price of \$87,500.00 and work in good faith with HART to permit and grant the development of the Project.

ARTICLE III MISCELLANEOUS PROVISIONS

SECTION 3.01. CONDITION OF THE PROPERTIES. HART is aware that the CITY is a governmental entity and as such makes no warranties concerning its condition or permitted use. Prior to the execution of this agreement, the CITY has provided a Phase I dated May 22, 2013 conducted by Davel Engineering.

SECTION 3.02. CONTINGENCIES. HART's obligations under this Agreement shall be

contingent upon the following being acceptable within the due diligence period described under Section 2.01.02:

SECTION 3.02.01. ENVIRONMENTAL CONTINGENCY. HART, at HART's sole discretion and expense, shall have the right to conduct any reasonable inspection of the Property deemed necessary by HART. Such inspections shall include but not be limited to: any environmental and property inspections deemed necessary, including a Phase I Environmental Site Assessment. If a Phase 1 Environmental Site Assessment identifies environmental concerns with the Property the HART shall have the right to perform a Phase 2 Environmental Site Assessment to include sub soil testing. Property shall be restored to its original condition if any invasive testing is performed.

SECTION 3.02.02. USE CONTINGENCY. HART's obligation to consummate the transaction contemplated herein is subject to HART determining, at HART's sole discretion and expense, HART's ability to develop the Property for its use as a prototypical drive thru Scooter's Coffee kiosk based upon HART's plans and specifications, together with curb cuts, all municipal permits and approvals, demolishing any existing structures, parking and signage acceptable to HART, including HART's identification sign(s), building sign(s), directional/entrance-exit signs and standard trade dress (Collectively, herein "HART's Intended Use").

SECTION 3.02.02. INFRASTRUCTURE CONTINGENCY. HART shall verify all necessary utilities are available and shall secure ingress and egress to public thoroughfares adequate to construct the Project.

SECTION 3.02.02. OTHER CONTINGENCY. HART shall, at its sole discretion and expense, complete and accept an ALTA survey; shall obtain necessary financing to complete the Project; and shall obtain a contract for the approval of the franchisor.

SECTION 3.03. COSTS AND EXPENSES. HART shall be responsible for all costs related to the Project and any other work performed by or on behalf of HART under this Agreement; including all engineering, inspections, materials, labor, utility relocations, and application fees. Furthermore, HART shall be responsible for payment of all City fees including impact fees, building permit, zoning permits, sign permits, electrical permit and plumbing fees.

SECTION 3.04. ACCEPTANCE OF AGREEMENT. Subject to HART's termination rights under Section 2.01.02, 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 CIT 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, permit, certificates, and any other documents as may be necessary or desirable in connection with the development, utilization, and operation of the Property and to act reasonably and expeditiously and in cooperation with HART in connection therewith; it being understood and agreed that this provision is not intended to limit the rights of the CITY.

SECTION 3.05. CONVEYANCE. The CITY agrees to sell the Property to HART subject to the easements, use restrictions and covenants of record, ordinances affecting the Property, and State and Federal Laws. The transfer to HART hereunder shall be by Warranty Deed from the CITY conveying title free of all leases, rental obligations, liens and encumbrances (except easements, covenants and restrictions of record). Through the design process, HART shall work with the CITY to define a cross access easement to be recorded prior to transferring the Property to allow future access to the adjoining properties to the south.

SECTION 3.06. TAXES AND PRORATED ITEMS. The CITY shall be responsible for paying 2020 net general real estate taxes. At the time of closing, verification of paid real property taxes contemplated and/or outstanding special assessments and balances due for municipal utilities shall be provided to HART.

SECTION 3.07. PAYMENT OF FEES, CLOSING COSTS, ETC. Per the executed offer to purchase and counter offer, HART deposited earnest monies in the amount of two thousand-five hundred dollars (\$2,500.00) on May 14, 2021 to First American Title, Evans Division to hold until such a time they are to be disbursed. Earnest monies shall be held subject to the rules applicable to terms set forth in this Agreement. The parties shall execute an Escrow Agreement if requested by the Title Company.

Per the executed offer to purchase and counter offer, the CITY has also secured a title insurance policy for the purchase on an ALTA form issued by an insurer licensed in the State of Wisconsin, excluding GAP coverage for which HART shall be responsible to pay for, if it is desired. The CITY provided this title insurance commitment to HART on May 14, 2021. HART shall notify the CITY by June 30, 2021 if the title policy is not accepted describing specific objections. In such event the CITY shall notify HART stating the CITY's election to remove the objections by the time set for closing. If the CITY is unable to remove said objections, HART shall notify the CITY within five (5) days if they elect to waive the objection or wish to terminate this Agreement.

At closing, HART will be credited \$5,000.00 for payment to HART's agent and broker, CBRE, 777 East Wisconsin Avenue, Suite 3150, Milwaukee, WI 53202-5353.

SECTION 3.08. ASSIGNMENT. The rights, duties and obligations of HART hereunder may not be assigned by HART without the prior written consent of the CITY to the assignment.

SECTION 3.09. SURVIVAL. The terms of this Agreement shall survive closing on the Property. Any provision of this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have been terminated, but shall survive unless expressly waived in writing, and shall be in full effect until performed.

SECTION 3.10. DEFAULT. In the event of default including the failure by HART to obtain Approvals, failure to construct the Project, failure to pay taxes, the Property becoming Tax Exempt, or HART breaching any provisions of this Agreement or its obligations, the CITY shall have the option to suspend or terminate all obligations under this Agreement, pursue any legal or administrative action including equitable remedy, or prior to the physical construction/alteration

of the Property within 12 months from the closing date as noted in Section 2.01.04, the CITY shall have the option of a right of reversion, indicated by deed restriction to reacquire the Property transferred for the price of \$87,500.00 less the closing costs and the brokerage commission.

SECTION 3.11. TAX EXEMPT. HART guarantees, as indicated by deed restriction, that the Property will not become tax exempt. HART shall guarantee to the City of Menasha 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 value of the Property multiplied by the tax rate, unless another amount is agreed to between the owner and the City of Menasha. Furthermore, HART agrees that if the Project is not timely completed as provided for in this Agreement, HART shall be responsible for making a PILOT payment as noted above that would have been due as determined by the City Assessor. HART shall pay the City of Menasha within sixty days after receipt of invoice for said payment. This guarantee shall further be a lien against the real estate described herein and may be released upon payment of the same if required or upon a document obtained from the City Attorney's office.

SECTION 3.12. NOTICES. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered, emailed or when mailed by first class mail, postage prepaid, properly addressed as indicated below:

To HART:

Hart Family Coffee, LLC
Attn: David Pedelty
10 11th Street SE
Spencer, IA 51301

With a copy to:

To the CITY:

City of Menasha
Attn: Community Development Director
100 Main Street, Ste 200
Menasha, WI 54952

With a copy to:

City of Menasha
Attn: City Attorney
100 Main Street, Ste 200
Menasha, WI 54952

Any party may, by written notice to the party(ies), designate a change of address for the purposes aforesaid.

ACCORDINGLY, the CITY and HART have executed this Land Purchase and Development Agreement as of the date written below.

City of Menasha

_____ Donald Merkes, Mayor

Dated: _____

State of Wisconsin
County of Winnebago

Personally came before me on this _____ day of _____, 2021,
the above-named Donald Merkes to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Notary Public

My commission expires: _____

Hart Family Coffee, LLC

David Pedelty, Member

Dated: _____

State of
County of

Personally came before me on this _____ day of _____, 2021,
the above-named David Pedelty to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Notary Public

My commission expires: _____

EXHIBIT A

[See Attached]

EXHIBIT A



SCOOTER'S COFFEE

REAL ESTATE & SITE CRITERIA





THE SCOOTER'S COFFEE STORY

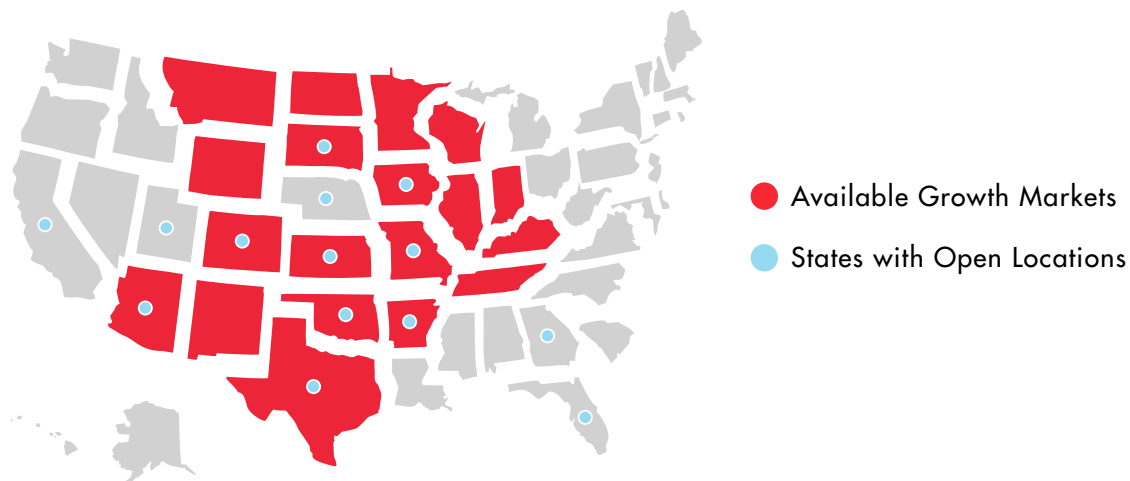
Founded in 1998 by Don and Linda Eckles in Bellevue, Nebraska, Scooter's Coffee roasts the finest coffee beans in the world at its headquarters in Omaha, Nebraska. In two decades of business, Scooter's Coffee's success is simple: stay committed to the original business principles and company core values. The Scooter's Coffee Brand Promise, often recited to franchisees, customers and employees is: **"Amazing People, Amazing Drinks... Amazingly Fast!"**®. It represents our business origins from 1998 and reflects a steady commitment to providing an unforgettable experience to loyal and new customers. It is our mission to provide our customers with an amazing experience every day. We strive to positively impact every community, one sip and one smile at a time.

OUR PRODUCTS

We specialize in hand-tamped espresso drinks, baked-from-scratch pastries, fruit smoothies and we showcase our signature drink, the Caramelicious®.

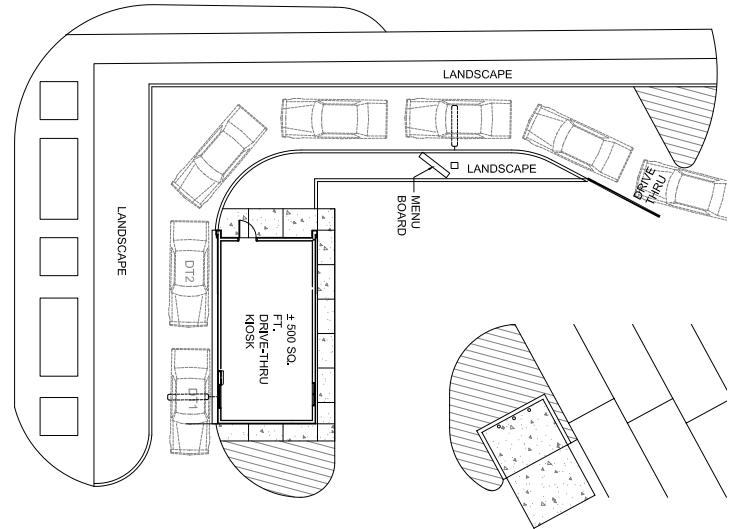
OUR STORES

The Scooter's Coffee "drive-thru kiosk" model is the original business model of the company and remains at the core of our brand. We have also experienced success with our drive-thru coffeehouses, that it serve as gathering places for our customers to enjoy quality coffee, impeccable service and a welcoming atmosphere. We have the flexibility to tailor our business models for special locations, such as airports, malls, hospitals and hotels.



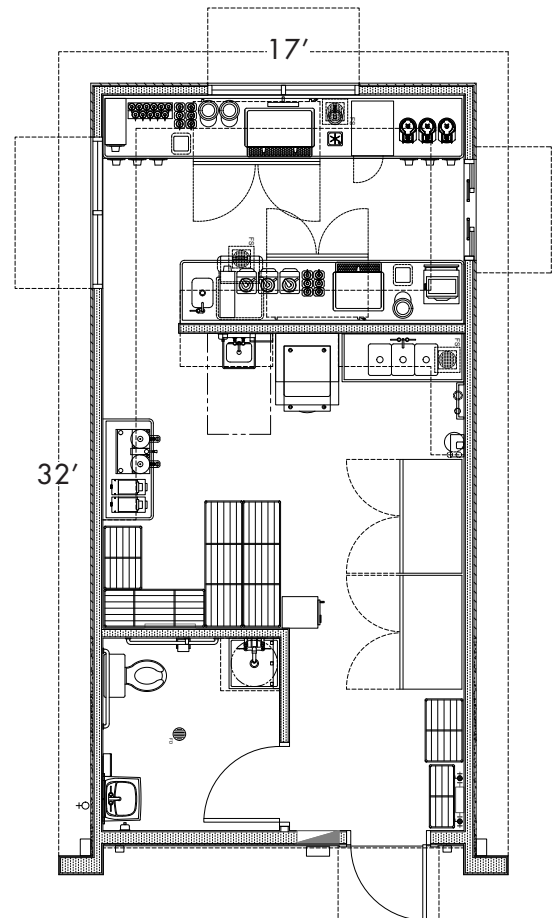


SCOOTER'S COFFEE / DRIVE-THRU COFFEE KIOSK



Prototype Site Plan

- BUILDING: 500sq ft
- LOT SIZE: 2,000 - 5,000 sq ft
- PARKING: 4 employee parking stalls
- WATER & SEWER: Required
- VOICE & DATA: Required
- GAS: Not required
- GREASE TRAP: Per city codes
- DRIVE-THRU LANE: Stacking must meet city codes
- WALK-UP WINDOW: Optional
- PATIO: Optional
- SIGNAGE: Maximum allowed by city/landlord



Prototype Floor Plan



MEMORANDUM

To: Common Council
From: Community Development Department/SS
Date: June 7, 2021
Re: **Comprehensive Plan Update 2021 – Ad Hoc Committee**

On May 17, 2021, the Common Council approved moving forward with MSA to update the land use and transportation chapters of the City Comprehensive Plan as required by Statutes. Per the contract, MSA will be providing multiple public input opportunities including an Ad Hoc Committee.

Staff recommends the Common Council approve the following residents to the Ad Hoc Committee for the 2021 Comprehensive Plan Update:

1. Alderman Ann Schmidt
2. Alderman Tom Grade
3. Linda Stoll
4. JoAnn Roush
5. Kim Vanderhyden
6. Larry Haase
7. Luke Schiller
8. Susie Weber



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

To: City of Menasha Common Council

From: Melanie Krause, General Manager

Date: May 31, 2021

RE: Resolution R-27-21: Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement

Resolution R-28-21: Resolution Authorizing the Issuance and Sale of \$997,383 Water System Revenue Bonds, Series 2021C

The Utility has been working with the Department of Natural Resources on the funding of two projects:

Resolution R-27-21 is for \$408,000 to be used toward the replacement of Private Lead Services lines. This financial assistance provides 100% principal forgiveness. The funding will be for the lead/galvanized services done in 2020 and 2021. As I had reported to the Council in February, this funding will allow us to complete the program in 2-3 years compared to the remaining 8 years.

Resolution R-28-21 is for \$997,383 to be used to replace water main on Appleton, Lisbon, Milwaukee, 8th Street and Nicolet Boulevard in 2021. The bid for this project was awarded by the City Council in February.

The Utility Commission has approved both of these projects as well as the financing and recommends to the City Council approval of the Resolutions for the financial assistance.



Resolution R-27-21

A Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement

Introduced by Mayor Merkes.

WHEREAS, the City of Menasha (the “Municipality”) wishes to undertake a project to replace private lead service lines at residences, pre k -12 schools and licensed and/or certified daycare centers, identified as DNR No. 4845-17 (the “Project”); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the “SDWLP”) for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$408,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Passed and approved this ____ day of June, 2021.

Recommended by:

Motion/Second:

Passed/Fail: _____

Requires: ____ Majority Vote
____ 2/3Vote

Donald Merkes
Mayor

ATTEST:

Haley Krautkramer
City Clerk

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214B rev 4/21

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF MENASHA

\$408,000 With \$408,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of June 23, 2021

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 70251
Safe Drinking Water Loan Program Project No. 4845-17

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated June 23, 2021, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Menasha, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund Program.

"Application" means the written application of the Municipality dated September 11, 2020, for financial assistance under the Statute.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means a Service Line made from or including lead, or galvanized material which is or was downstream of lead, as reported to the Public Service Commission on Schedule W-29.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means the City of Menasha, a "local governmental unit" or "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project No. 4845-17 by DNR, described in the Project Manager Summary (Exhibit C).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations or are costs for which DNR granted a

variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the point in time when no further Lead Service Lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or December 31, 2021, whichever occurs first.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (b), (k), (l), (m), (n), and (o), covenants during the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA, and
 - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).
- (c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$408,000, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.

(d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

(e) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the Municipality, or, to the knowledge of the Municipality any, basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.

(f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the provisions hereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its property is bound.

(g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

(h) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.

(j) Each of the facilities constituting a part of the Project is eligible for financing under the Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit C. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements. The Project is an eligible project under s. 281.61, Wis. Stats.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have

been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.02 hereof.

(m) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch.145, Wis. Stats.

(n) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, and the SDWLP.

(o) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.

(q) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(r) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$408,000 with Principal Forgiveness of \$408,000 for payment of Project Costs.

ARTICLE III
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

Section 3.02. Disbursement of Financial Assistance

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.
- (d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay Project invoices in a timely manner.
- (e) All requests for disbursement must be submitted to DNR no later than December 31, 2021.

Section 3.03. Remedies

- (a) If the Municipality:
 - (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
 - (2) is not complying with or is in violation of any covenant set forth in this FAA; or
 - (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Disbursements otherwise due the Municipality may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
- (3) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Construction of the Project

- (a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects; funding will not be disbursed until the replacement of the entire line is complete.

Section 4.02. Completion of the Project

- (a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the construction of the Project. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.
- (b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation identifying the location of the removal of Lead Service Lines, the depth and location of all new service lines, and the material of the new service lines.
- (c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.
- (d) Upon Final Completion of the Project, the Municipality shall complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit B of this FAA, when applicable.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any plans and specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:

- (a) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;
- (b) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept in good repair, working order, and condition; and
- (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, outstanding FAA requirements, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.05. Establishment of Project Accounts

- (a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:
 - (1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;
 - (2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them
 - (3) permit extracts and copies of the Project records to be made by any of them; and
 - (4) fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.10. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.11. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.12. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.13. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

Section 5.14. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and
- (4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.15. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel as mandated under EPA's Drinking Water State Revolving Fund program.

Section 5.16. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit C).

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Environmental Improvement Fund
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
or
PO Box 7864
Madison, WI 53707-7864
- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
or
PO Box 7921
Madison, WI 53707-7921
- (d) City of Menasha
100 Main Street
Menasha, WI 54952

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF MENASHA

By: _____
Donald Merkes
Mayor

Attest: _____
Haley Krautkramer
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF MENASHA
SDWLP Project No. 4845-17

	Total Project Costs	Costs NOT Eligible for LSL PF	Total LSL Principal Forgiveness Amount
Force Account	0	0	0
Engineering	0	0	0
Construction/Equipment	406,000	0	406,000
Miscellaneous Costs	2,000	0	2,000
TOTAL	\$408,000	\$0	\$408,000

EXHIBIT B

ENVIRONMENTAL IMPROVEMENT FUND
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 6100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: City of Menasha	Project Number: 4845-17	Loan/Grant Amount: \$408,000
Project Description: Private Lead Service Line Replacements		
Did the municipality satisfy the DBE requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no, refer to Project Manager Summary Page of the FAA.)		

Construction/Equipment/Supplies Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
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Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

EXHIBIT C

PROJECT MANAGER SUMMARY

CITY OF MENASHA
SDWLP Project No. 4845-17

1. Project Description: Menasha was a participant in the previous Private LSL Replacement Program in SFYs 2017 and 2018. They developed a list of prequalified plumbers/contractors at that time. In 2021, 12 replacements are being completed as part of a watermain replacement project. The contractor on the watermain project, Donald Hietpas & Sons, quoted a price of \$2,300 per replacement for replacements done along the route of the watermain project and \$2,500 per replacement for replacements done in other parts of the city. LSL replacements along the watermain replacement project can be completed by Donald Hietpas & Sons as part of the municipal contract; the homeowners also have the option to contract directly with anyone on the prequalified list. Homeowners in other parts of the city can contract directly with anyone on the prequalified list, including Donald Hietpas & Sons.

Menasha will cover 2/3 of the replacement cost up to a cap of \$2,000. The homeowner is responsible for the balance and has the option to utilize the utility's revolving loan program for a loan over 5 years at 0% interest to cover their portion. The utility will make payment directly to the contractor on the homeowner's behalf for the portion being granted as well as any loan funding.

The funding under this award is expected to cover 52 replacements that were completed in 2020, 12 replacements as part of the watermain project, and an estimated 180 additional replacements.

Eligible replacements consist of the replacement of the Service Line from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

All private LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the water utility is required to provide the customer with point-of-use filtration during the time period between the public and private side replacements, and enough filters for three months of use following the private side LSL replacement. Filters should be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Funding will not be disbursed until the replacement of the entire line is complete.

2. Ineligible Costs: In general, costs that are ineligible for the Private LSL Replacement Program include:
 - Private LSL replacements where the public side has not been replaced (partial replacements);
 - Premise plumbing, which includes anything downstream of the normal connection point inside the home;
 - The curb stop, or any other components of the utility side of the service line;
 - Costs for engineering or administration unless the recipient's population is 3,300 or less.
3. Miscellaneous Costs: As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of \$2,000 is included in the Miscellaneous category for:
 - Cultural Resource Management (CRM) firm - \$2,000
4. DBE Good Faith Effort: Menasha met the Disadvantaged Business Enterprise (DBE) solicitation requirements during their original Request For Qualifications in 2017. In addition, DBE solicitation was done when bidding the watermain replacement contract.

5. Davis-Bacon Wage Rate Requirements: For replacements where the work was bid as a municipal contract, all work must comply with Davis-Bacon and Related Acts requirements.

For replacements where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:

- The property is owned in the name of a business;
- The plumber/contractor is not a sole proprietor or a partnership where the owners perform all the work on the project; and
- The cost of the replacement is greater than \$2,000.

It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

6. Environmental Review Conditions: An environmental assessment was completed for this project and resulted in a categorical exclusion with construction conditions related to erosion control and bald eagle nesting. Standard invasive species guidance was also provided. There were two properties that required submittal of a *Request to Disturb an Uncatalogued Burial Site* to the Wisconsin Historical Society. The State Historic Preservation Office (SHPO) cleared site WN-024 with no monitoring needed, though use of a hydrovac is not permitted. Site WN-0427 will require additional authorization from the SHPO prior to ground disturbance. Any work within the site will require archaeological testing to identify whether the proposed work will affect the National Register of Historic Places listed site.

7. Final Disbursement Submittal Date: The final date to submit a Request for Disbursement (form 8700-366) under this FAA is Friday, December 31, 2021. This is the submittal deadline for disbursements that will be made on January 12, 2022. We strongly encourage all recipients to submit their final Request for Disbursement by Friday, December 10, 2021 in order to allow time if any questions arise on that disbursement request or any adjustments need to be made.

No Requests for Disbursement will be accepted after December 31, 2021. If a Request for Disbursement for costs incurred during 2021 is not submitted by the deadline, those costs could be requested under a new award if one is made for the following year.



Resolution R-28-21

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$997,383 WATER SYSTEM REVENUE BONDS, SERIES 2021C,

Introduced by Mayor Merkes.

WHEREAS, the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Municipality") owns and operates a water utility (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. R-20-06 adopted by the Governing Body on April 18, 2006 (the "2006 Resolution"), the Municipality has heretofore issued its Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006 (the "2006 Bonds"); and

WHEREAS, pursuant to Resolution No. R-8-07 adopted by the Governing Body on April 2, 2007 (the "2007 Resolution"), the Municipality has heretofore issued its Combined Utility Revenue Bonds, Series 2007, dated April 11, 2007 (the "2007 Bonds"); and

WHEREAS, pursuant to Resolution No. R-9-09 adopted by the Governing Body on April 6, 2009 (the "2009 Resolution"), the Municipality has heretofore issued its Combined Utility Revenue Bonds, Series 2009, dated April 22, 2009 (the "2009 Bonds"); and

WHEREAS, on March 24, 2011, with the consent of the State of Wisconsin Safe Drinking Water Loan Program, as sole registered owner of the 2006 Bonds, 2007 Bonds and 2009 Bonds, the Common Council of the Municipality amended the 2006 Resolution, 2007 Resolution and 2009 Resolution so that the 2006 Resolution, 2007 Resolution and 2009 Resolution no longer pledge any revenues of the electric utility to the 2006 Bonds, 2007 Bonds and 2009 Bonds, and that the 2006 Bonds, 2007 Bonds and 2009 Bonds are payable from and secured by the income and revenues of only the System; and

WHEREAS, pursuant to Resolution No. R-38-11 adopted by the Governing Body on October 17, 2011 (the "2011 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2011, dated November 9, 2011 (the "2011 Bonds"); and

WHEREAS, pursuant to Resolution No. R-13-12 adopted by the Governing Body on May 21, 2012 (the "2012 Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2012, dated June 13, 2012 (the "2012 Bonds"); and

WHEREAS, pursuant to Resolution No. R-29-12 adopted by the Governing Body on July 16, 2012 (the "2012B Resolution"), the Municipality has heretofore issued its Water System Revenue Bonds, Series 2012B, dated July 25, 2012 (the "2012B Bonds"); and

WHEREAS, the 2006 Bonds, the 2007 Bonds, the 2009 Bonds, the 2011 Bonds, the 2012 Bonds and the 2012B Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2006 Resolution, the 2007 Resolution, the 2009 Resolution, the 2011 Resolution, the 2012 Resolution and the 2012B Resolution, as amended, shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain additional improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4845-16 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2020-0663B and dated January 4, 2021 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$997,383 Water System Revenue Bonds, Series 2021C, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Water Utility Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Menasha, Calumet and Winnebago Counties, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2006 Bonds, the 2007 Bonds, the 2009 Bonds, the 2011 Bonds, the 2012 Bonds and the 2012B Bonds, collectively;

(p) "Prior Resolutions" means the 2006 Resolution, the 2007 Resolution, the 2009 Resolution, the 2011 Resolution, the 2012 Resolution and the 2012B Resolution, as amended, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire water utility of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, treatment, storage and distribution of water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water utility and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2006 Bonds" means the Municipality's Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006;

(u) "2006 Resolution" means Resolution No. R-20-06 adopted by the Governing Body on April 18, 2006 authorizing the issuance of the 2006 Bonds;

(v) "2007 Bonds" means the Municipality's Combined Utility Revenue Bonds, Series 2007, dated April 11, 2007;

(w) "2007 Resolution" means Resolution No. R-8-07 adopted by the Governing Body on April 2, 2007 authorizing the issuance of the 2007 Bonds;

(x) "2009 Bonds" means the Municipality's Combined Utility Revenue Bonds, Series 2009, dated April 22, 2009;

(y) "2009 Resolution" means Resolution No. R-9-09 adopted by the Governing Body on April 6, 2009 authorizing the issuance of the 2009 Bonds;

(z) "2011 Bonds" means the Municipality's Water System Revenue Bonds, Series 2011, dated November 9, 2011;

(aa) "2011 Resolution" means Resolution No. R-38-11 adopted by the Governing Body on October 17, 2011 authorizing the issuance of the 2011 Bonds;

(bb) "2012 Bonds" means the Municipality's Water System Revenue Bonds, Series 2012, dated June 13, 2012;

(cc) "2012 Resolution" means Resolution No. R-13-12 adopted by the Governing Body on May 21, 2012 authorizing the issuance of the 2012 Bonds;

(dd) "2012B Bonds" means the Municipality's Water System Revenue Bonds, Series 2012B, dated July 25, 2012; and

(ee) "2012B Resolution" means Resolution No. R-29-12 adopted by the Governing Body on July 16, 2012 authorizing the issuance of the 2012B Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$997,383; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2021C" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.485% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2021 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service

Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were provided by the Prior Resolutions, as amended, are hereby continued and shall be used solely for the following respective purposes:

- (a) Water Utility Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Water Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Water Utility Special Redemption Fund (the "Debt Service Fund"), which shall be divided into two separate accounts known as the "Interest and Principal Account" and the "Reserve Account." The Interest and Principal Account shall be used for the payment of the principal of, premium, if any, and interest on, the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account is not pledged to the payment of the principal of or interest on the Prior Bonds or the Bonds and moneys on deposit in the Reserve Account shall under no circumstances be used to pay principal of or interest on the Prior Bonds, or the Bonds.
- (d) Water Utility Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.
- (e) Water Utility Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred

monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits); and
- (b) to the Debt Service Fund, for monthly transfer to the Interest and Principal Account thereof, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source; and
- (c) to the Debt Service Fund, for monthly transfer to the Reserve Account thereof, the amount provided by any resolution authorizing Parity Bonds secured by the Reserve Account; and
- (d) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (e) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account.

Section 8. Deposits and Investments. The Interest and Principal Account of the Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public

depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Water Utility SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$997,383 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water Utility SDWLP Project Fund." The Water Utility SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water Utility SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the

Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions, as amended), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, as amended, the Prior Resolutions, as amended, shall control as long as any of the respective Prior Bonds are outstanding.

Passed and approved this _____ day of June, 2021.

Recommended by:

Motion/Second:

Pass/Fail: _____

Requires: _____ Majority Vote
 _____ 2/3 Vote

Donald Merkes
Mayor

ATTEST:

Haley Krautkramer
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
CALUMET AND WINNEBAGO COUNTIES
CITY OF MENASHA

REGISTERED
\$ _____

WATER SYSTEM REVENUE BOND, SERIES 2021C

Final
Maturity Date

May 1, 2041

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN
PROGRAM

FOR VALUE RECEIVED the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2022 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 1.485% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2021.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2022 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at One and 485/1000ths percent (1.485%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water Utility of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted June 7, 2021, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$997,383 Water System Revenue Bonds, Series 2021C, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Water Utility of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006, Combined Utility Revenue Bonds, Series 2007, dated April 11, 2007, Combined Utility Revenue Bonds, Series 2009, dated April 22, 2009, Water System Revenue Bonds, Series 2011, dated November 9, 2011, Water System Revenue Bonds, Series 2012, dated June 13, 2012 and Water System Revenue Bonds, Series 2012B, dated July 25, 2012, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF MENASHA,
WISCONSIN

(SEAL)

By: _____
Donald Merkes
Mayor

By: _____
Haley Krautkramer
City Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated:_____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$997,383

CITY OF MENASHA, WISCONSIN
WATER SYSTEM REVENUE BONDS, SERIES 2021C

[illegible]

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2022	\$43,196.30
May 1, 2023	43,837.77
May 1, 2024	44,488.76
May 1, 2025	45,149.42
May 1, 2026	45,819.89
May 1, 2027	46,500.31
May 1, 2028	47,190.84
May 1, 2029	47,891.63
May 1, 2030	48,602.82
May 1, 2031	49,324.57
May 1, 2032	50,057.04
May 1, 2033	50,800.39
May 1, 2034	51,554.77
May 1, 2035	52,320.36
May 1, 2036	53,097.32
May 1, 2037	53,885.81
May 1, 2038	54,686.01
May 1, 2039	55,498.10
May 1, 2040	56,322.25
May 1, 2041	57,158.64

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 03/21

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF MENASHA

\$997,383

FINANCIAL ASSISTANCE AGREEMENT

Dated as of June 23, 2021

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 70251
Safe Drinking Water Loan Program Project No. 4845-16

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EXHIBIT G	FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated June 23, 2021, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Menasha, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality has demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, for repayment of the Loan; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports, and Plans and Specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 22, 2020, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the SDWLP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

(a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;

(c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;

(e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;

(f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and

(g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means the City of Menasha, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parity Obligations" means the Municipality's \$12,061,890 Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006; the Municipality's \$779,363 Combined Utility Revenue Bonds, Series 2007, dated April 11, 2007; the Municipality's \$678,908 Combined Utility Revenue Bonds, Series 2009, dated April 22, 2009; the Municipality's \$233,307 Water System Revenue Bonds, Series 2011, dated November 9, 2011; the Municipality's \$639,000 Water System Revenue Bonds, Series 2012, dated June 13, 2012; the Municipality's \$1,276,480 Water System Revenue Bonds, Series 2012B, dated July 25, 2012; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution. On March 22, 2011 the State of Wisconsin granted consent to release the electric revenues from the combined pledge of the \$12,061,890 Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006; the Municipality's \$779,363 Combined Utility Revenue Bonds, Series 2007, dated April 11, 2007; and the Municipality's \$678,908 Combined Utility Revenue Bonds, Series 2009, dated April 22, 2009.

"Plans and Specifications" means the Project design plans and specifications assigned no. W-2020-0663B, approved by DNR on January 4, 2021, as the same may be amended or modified from time to time in accordance with this FAA.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned SDWLP Project No. 4845-16 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 151, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water Rates" means a charge or system of charges levied on users of a water system for the user's proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.
- (g) The Project is on the DNR funding list for the 2021 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, covenants, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA,
 - (3) adopt the Municipal Obligation Resolution,
 - (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
 - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

- (b) The Municipality is in compliance with its Water Diversion Permit (if any).
- (c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.
- (d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$997,383 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.
- (e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.
- (f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality any basis therefor:
- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;
 - (2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;
 - (3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or
 - (4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.
- (g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.
- (h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.
- (i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.
- (j) The Municipality has full legal right and authority, and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are

not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., and ch. NR 166, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the SDWLP or the CWFP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is September 30, 2021.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the SDWLP by deducting those amounts from any State payments due the Municipality. State aids information is available on: the Wisconsin Department of Revenue's website at <https://www.revenue.wi.gov/Pages/Report/shared-revenue-state.aspx>, and the Wisconsin Department of Transportation's website <https://wisconsindot.gov/Pages/doing-business/local-gov/astnce-pgms/highway/gta.aspx>.

The Municipality acknowledges that ss. 281.59(11)(b) and 70.60, Wis. Stats., and the Program Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the SDWLP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Water System or, in the case of a joint utility system, to bill the users of the Municipality's Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$997,383. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of one and 485/1000ths percent (1.485%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed from the date of disbursement until the date such amounts are repaid.

(d) The Municipal Obligation shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.

(f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on June 23, 2021. It is understood that the actual amount of the Municipality's Loan payments shall be based on the actual dates and amounts of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest

debt service coverage ratio required with respect to any Parity Obligations, or any other debt obligations payable from the revenues of the Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.07 hereof.

Section 3.04. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.05. Disbursement of Loan Proceeds

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents or Trustee, plans to make disbursements of Loan proceeds on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Loan proceeds are not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Loan proceeds are fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment.
- (d) The SDWLP or its agent shall disburse Loan proceeds only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.
- (e) Disbursement beyond ninety-five percent (95%) of the principal amount of the Loan, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

- (1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, and DNR has approved all change orders relating to the Project;
- (2) the Municipality certifies to DNR its acceptance of the Project from its contractors;
- (3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit G); and
- (4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(f) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.06. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality, or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Municipality's Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Loan In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Loan hereunder, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Water System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of the Loan.

In the event the Water System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Water System.

Section 4.02. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

(b) During construction of the Project, if the Municipality replaces a lead service line in the Water System that results in creation of a partial lead service line due to the private portion of the service line also containing lead, or containing galvanized iron or galvanized steel, the SDWLP shall not provide funding for any Project work on the city block on which the partial lead service line was created.

(c) If a lead service line, including both the public portion and the private portion of the line, cannot be replaced in its entirety all at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects. The Municipality shall attempt to replace a service line in its entirety within 45 days of the start of construction on the lead service line. In no case shall the full replacement period exceed 180 days.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in

accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit G of this FAA;
- (4) certify compliance with Section 4.02 of this FAA; and
- (5) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Loan amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement therefor from the SDWLP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment to this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely to Project Costs.

Section 5.02. Operation and Maintenance

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any).

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Water System or Project, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any).

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be

designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Water System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the SDWLP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the SDWLP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs will be applied within three (3) Business Days to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other

funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Water System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Water System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment.

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel The Municipality agrees to comply with requirements for use of American Iron and Steel contained in Public Law 115-141 for products used in the Project that are made primarily of iron and/or steel.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are not considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
SAINT PAUL MN 55101-2292
- (d) CITY OF MENASHA
100 MAIN STREET
SUITE 200
MENASHA WI 54952

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional loans for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which financial assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate financial assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.


IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF MENASHA

By: _____
Donald Merkes
Mayor

Attest: _____
Haley Krautkramer
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By:  _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By:  _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF MENASHA
SDWLP Project No. 4845-16

	Total Project Costs	Ineligible Costs	Net SDWLP Loan Amount
Force Account	10,000	0	10,000
Interim Financing	0	0	0
Preliminary Engineering	7,000	0	7,000
Land or Easement Acquisition	0	0	0
Engineering/Construction Mgmt.	4,100	0	4,100
Construction/Equipment	959,960	57,500	902,460
Contingency	47,998	2,875	45,123
Miscellaneous Costs	21,200	0	21,200
SDWLP Closing Costs	7,500	0	7,500
TOTAL	\$1,057,758	\$60,375	\$997,383

City of Menasha, Wisconsin**Exhibit B**

Project # 4845-16 Safe Drinking Water Loan Program

Loan Closing Date:

June 23, 2021

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal & Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-Nov-21	0.00	1.485%	5,266.18	5,266.18	0.00	5,266.18
1-May-22	43,196.30	1.485%	7,405.57	50,601.87	55,868.05	0.00
1-Nov-22	0.00	1.485%	7,084.84	7,084.84	0.00	57,686.71
1-May-23	43,837.77	1.485%	7,084.84	50,922.61	58,007.45	0.00
1-Nov-23	0.00	1.485%	6,759.34	6,759.34	0.00	57,681.95
1-May-24	44,488.76	1.485%	6,759.34	51,248.10	58,007.44	0.00
1-Nov-24	0.00	1.485%	6,429.01	6,429.01	0.00	57,677.11
1-May-25	45,149.42	1.485%	6,429.01	51,578.43	58,007.44	0.00
1-Nov-25	0.00	1.485%	6,093.78	6,093.78	0.00	57,672.21
1-May-26	45,819.89	1.485%	6,093.78	51,913.67	58,007.45	0.00
1-Nov-26	0.00	1.485%	5,753.56	5,753.56	0.00	57,667.23
1-May-27	46,500.31	1.485%	5,753.56	52,253.87	58,007.43	0.00
1-Nov-27	0.00	1.485%	5,408.30	5,408.30	0.00	57,662.17
1-May-28	47,190.84	1.485%	5,408.30	52,599.14	58,007.44	0.00
1-Nov-28	0.00	1.485%	5,057.91	5,057.91	0.00	57,657.05
1-May-29	47,891.63	1.485%	5,057.91	52,949.54	58,007.45	0.00
1-Nov-29	0.00	1.485%	4,702.31	4,702.31	0.00	57,651.85
1-May-30	48,602.82	1.485%	4,702.31	53,305.13	58,007.44	0.00
1-Nov-30	0.00	1.485%	4,341.44	4,341.44	0.00	57,646.57
1-May-31	49,324.57	1.485%	4,341.44	53,666.01	58,007.45	0.00
1-Nov-31	0.00	1.485%	3,975.20	3,975.20	0.00	57,641.21
1-May-32	50,057.04	1.485%	3,975.20	54,032.24	58,007.44	0.00
1-Nov-32	0.00	1.485%	3,603.53	3,603.53	0.00	57,635.77
1-May-33	50,800.39	1.485%	3,603.53	54,403.92	58,007.45	0.00
1-Nov-33	0.00	1.485%	3,226.34	3,226.34	0.00	57,630.26
1-May-34	51,554.77	1.485%	3,226.34	54,781.11	58,007.45	0.00
1-Nov-34	0.00	1.485%	2,843.54	2,843.54	0.00	57,624.65
1-May-35	52,320.36	1.485%	2,843.54	55,163.90	58,007.44	0.00
1-Nov-35	0.00	1.485%	2,455.06	2,455.06	0.00	57,618.96
1-May-36	53,097.32	1.485%	2,455.06	55,552.38	58,007.44	0.00
1-Nov-36	0.00	1.485%	2,060.81	2,060.81	0.00	57,613.19
1-May-37	53,885.81	1.485%	2,060.81	55,946.62	58,007.43	0.00
1-Nov-37	0.00	1.485%	1,660.71	1,660.71	0.00	57,607.33
1-May-38	54,686.01	1.485%	1,660.71	56,346.72	58,007.43	0.00
1-Nov-38	0.00	1.485%	1,254.67	1,254.67	0.00	57,601.39
1-May-39	55,498.10	1.485%	1,254.67	56,752.77	58,007.44	0.00
1-Nov-39	0.00	1.485%	842.60	842.60	0.00	57,595.37
1-May-40	56,322.25	1.485%	842.60	57,164.85	58,007.45	0.00
1-Nov-40	0.00	1.485%	424.40	424.40	0.00	57,589.25
1-May-41	57,158.64	1.485%	424.40	57,583.04	58,007.44	57,583.04
Totals	997,383.00		160,626.45	1,158,009.45	1,158,009.45	1,158,009.45
Net Interest Rate				1.4850%		
Bond Years				10,816.5965		
Average Life				10.8450		

The above schedule assumes full disbursement of the loan on the loan closing date.

04-May-21 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. However, borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your actual payment schedule based on disbursements to-date at <http://eif.doa.wi.gov/> by selecting Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at <http://eif.doa.wi.gov/>.

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Provides information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance as of the selected date.
Loan Payment Schedule	Future principal and interest payments for disbursements through the selected date.
Payment History	Past principal and interest payments through the selected date.
Disbursement History	Past loan and grant disbursements through the selected date.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

After your last disbursement of loan funds and project close-out, we will email the final loan payment schedule to you.

The Environmental Improvement Fund sends invoices semi-annually. Principal and interest payments are due by May 1 each year. Interest-only payments are due by November 1. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

Please call Katherine Miller at 608-266-2305 or email doaeif@wisconsin.gov for more information on your payment schedule.

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

EXHIBIT E

ENVIRONMENTAL IMPROVEMENT FUND
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 166.16(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed Good Faith Certification Form 8700-294 and MBE/WBE Contacts Worksheet Form 8700-294A. Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (ss. 19.31 – 19.39, Wis. Stats).

Municipality Name: City of Menasha	Project Number: 4845-16	Loan/Grant Amount: \$997,383
Project Description: Replace WM & SLs - Appleton, Lisbon, 8 th & Milwaukee Sts, & Nicolet Blvd		
Did the municipality satisfy the MBE/WBE solicitation requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no, refer to Exhibit F-Project Manager Summary Page).		

Construction/Equipment/Supplies Contracts	DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to MBE/WBE Firm
				Municipality Completes at Project Closeout
Prime: Donald Hietpas & Sons	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/> N/A	construction	\$959,960	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____

Professional/Technical Services Contracts	DBE Type	Type of Product or Service	Contract Estimate \$	Actual Amount Paid to MBE/WBE Firm
				Municipality Completes at Project Closeout
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
-------------------------------------	---------------	--------------

Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF MENASHA
SDWLP Project No. 4845-16

1. **Project Description:** This Project involves watermain replacements on Appleton Street, Eighth Street, Lisbon Avenue, Milwaukee Street, and Nicolet Boulevard. The contract was bid with a subsection for private lead service line (LSL) replacements along the route of the watermain replacement, as well as a supplemental bid for LSL replacements done in other parts of the city. Any private LSL replacements will be funded under a combination of Private LSL Replacement Program funds awarded under Project number 4845-17 and funds from individual homeowners.
2. **Ineligible Costs:** The Private LSL replacements discussed above are ineligible for funding under this FAA. If the Department identifies any additional ineligible costs as the Project progresses, the Department will notify the Municipality.
3. **Other Funding Sources:** Any private LSL replacements completed under the municipal contract with Donald Hietpas & Sons will be covered by Private LSL Replacement Program funding under Project number 4845-17, up to a cap of \$2,000 per replacement, with individual homeowners covering the remainder.
4. **Miscellaneous Costs:** As shown in the Project Budget Sheet (Exhibit A), SDWLP funding in the amount of \$21,200 is included in the Miscellaneous category for:
 - ◆ Road Restoration Materials - \$20,000
 - ◆ Administrative Expenses - \$1,200
5. **Contingency Allowance:** The contingency allowance of \$45,123 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. **DBE Good Faith Effort:** The City and prime contractor met Disadvantaged Business Enterprise (DBE) solicitation requirements.
7. **Green Project Reserve (GPR):** This Project does not include any identified GPR components.
8. **American Iron and Steel:** This Project is subject to the use of American Iron and Steel (AIS) requirements mandated under EPA's Drinking Water State Revolving Fund program.
9. **Environmental Review:** An Environmental Assessment was completed for this project and resulted in a Categorical Exclusion. Standard erosion control and invasive species guidance was provided.

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

**[Prepare on Municipal Letterhead at Project Completion
and Closeout]**

The undersigned officials of the City of Menasha (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4845-16 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4845-16 has met the requirements for the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____



Resolution R-29-21

A Resolution Authorizing Participation in the WIWARN Mutual Aid and Assistance Program

WHEREAS, Wis. Stats. §66.0301, authorizes a municipality to enter into an agreement with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, pursuant to Wis. Stats. §66.0301, Wisconsin municipalities together seek to create and participate in an intrastate program for mutual aid and assistance for water and wastewater systems called WIWARN; and

WHEREAS, the purpose of WIWARN is to provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery for municipal water and wastewater systems; and

WHEREAS, WIWARN is established by municipalities adopting the WIWARN Mutual Aid and Assistance Agreement pursuant to Wis. Stats. §66.0301 and becoming a member of WIWARN; and
WHEREAS, the governing body of the City of Menasha considers it to be in the best interests of this government unit to be a party to the WIWARN Mutual Aid and Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City of Menasha

Authorizes Menasha Utilities General Manager to sign the WIWARN Mutual Aid and Assistance Agreement for the City of Menasha water system and the Director of Public Works for the City of Menasha wastewater system, and deliver it to the Chair of the WIWARN Steering Committee and,

Agrees the City of Menasha will comply with all terms of the Agreement.

Passed and approved on this ____ day of June, 2021.

Recommended by:

Motion/Second:

Pass/Fail: _____

Requires: ____ Majority Vote
____ 2/3 Vote

Donald Merkes
Mayor

ATTEST:

Haley Krautkramer
City Clerk

WIWARN MUTUAL AID AND ASSISTANCE AGREEMENT

Municipalities are vulnerable to a variety of natural and technological disasters and emergencies, and in times of a disaster or emergency, increased emergency response aid and assistance may reduce injury, damage and loss of life and property.

Section 66.0301 of the Wisconsin Statutes authorizes municipalities to enter into an agreement with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

Municipalities who sign this Agreement desire to join together to create and participate in an intrastate program for mutual aid and assistance for water and wastewater systems called WIWARN.

The purpose of WIWARN is to provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery for water and wastewater systems; to prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons; and to provide for the rapid and orderly rehabilitation of persons and restoration of property.

Section 166.03(7) of the Wisconsin Statutes specifically authorizes municipalities to cooperate to furnish emergency management services.

By signing this Agreement, a Municipality agrees to join and be a Member of WIWARN, and to comply with the understandings, commitments, terms, and conditions for providing and receiving emergency management aid and assistance as set forth in this Agreement.

ARTICLE I DEFINITIONS

- 1.1 Agreement means this WIWARN Mutual Aid and Assistance Agreement.
- 1.2 Authorized Official means an employee, officer, or designee of a Member that is authorized to request assistance; offer assistance; refuse to offer assistance or withdraw assistance under this Agreement.
- 1.3 Effective Date means the date established in accordance with Section 10.1.
- 1.4 Emergency means any occurrence that is or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Member to fully manage and mitigate internally. An emergency need not be declared pursuant to Chapter 166, Wis. Stats., to be an Emergency under this Agreement.
- 1.5 Member means any Municipality that signs this Agreement.
- 1.6 Municipality means the state or any department or agency thereof, or any city, village, town, county, sanitary district, metropolitan sewage district, sewer utility district, water utility district, municipal electric company, or any commission created by contract under sec. 66.0301, Wis. Stats., located in the State of Wisconsin.

1.7 National Incident Management System (NIMS) means a national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

1.8 Non-Responding Member means a Member that does not provide aid or assistance during a Period of Assistance under WIWARN.

1.9 Period of Assistance means a specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.

1.10 Requesting Member means a Member who requests aid or assistance under WIWARN.

1.11 Resource List means a list developed by a Member of personnel, equipment, materials and supplies which may be available to other Members during an Emergency.

1.12 Responding Member means a Member that responds to a request for aid or assistance under WIWARN.

1.13 Steering Committee means the WIWARN Steering Committee which is responsible for administering WIWARN. The Steering Committee is not intended to be a separate legal body but rather is a committee of municipalities created by contract under § 66.0301, Wis. Stats.

1.14 WIWARN means the intrastate mutual aid and assistance program established by this Agreement.

ARTICLE II ESTABLISHMENT OF WIWARN

2.1 Establishment of WIWARN. Recognizing that disasters and emergencies may require aid or assistance in the form of personnel, equipment, materials, and supplies from outside the area of impact, the Members hereby establish an intrastate program for mutual aid and assistance to water and wastewater systems called WIWARN. The purpose of WIWARN is to provide a program through which Members coordinate response activities and share resources during emergencies.

2.2 Membership. Any Municipality with a water or wastewater system who signs this Agreement and complies with its terms shall be a Member of WIWARN. The term "Municipality" has the definition set forth in this Agreement. Each Member is entitled to one vote.

2.3 Representation. Each Municipality who signs this Agreement affirmatively represents that it has the legal authority to sign the Agreement, and that it has the capacity to sue and be sued.

ARTICLE III

ORGANIZATION AND ADMINISTRATION OF WIWARN

3.1 Organization of WIWARN. An initial meeting of Members shall be held within sixty (60) days after the Effective Date of this Agreement. Members shall be provided with a minimum of twenty (20) days written notice of the first meeting. At the first meeting, Members shall elect four Members to serve as a Working Committee. The Working Committee shall be charged with developing proposed Bylaws for WIWARN. The Bylaws shall, at a minimum, provide that the Steering Committee is to be elected by the Members, the elections are to be held at least once every two years, and that the Steering Committee is to consist of a minimum of eight Steering Committee members, with at least one Steering Committee member from each of the six emergency management regions designated by the State of Wisconsin Division of Emergency Management if possible. The Bylaws shall identify the decisions that may be made by a majority vote of the Steering Committee, the decisions that may be made by a supermajority vote of the Steering Committee, and the decisions that require action by the Members. The Bylaws may also include provisions for designation and oversight of a fiscal agent to receive money and make disbursements under WIWARN. A copy of the proposed Bylaws shall be prepared and provided to all Members no later than six months after the first meeting. A meeting of the full membership shall be held to vote on the Bylaws. Written notice of the meeting shall be provided no later than twenty (20) days prior to the meeting. After approval of the Bylaws, the Steering Committee shall be elected in accordance with the Bylaws.

3.2 Administration by Steering Committee. After a Steering Committee is elected, WIWARN shall be administered by the Steering Committee. The Steering Committee is responsible for preparing and coordinating emergency planning and response activities for WIWARN consistent with this Agreement. The Steering Committee shall meet at least annually to address WIWARN issues and to review and update emergency preparedness and response procedures and protocols. The Steering Committee shall coordinate its work with the State of Wisconsin's emergency management and public health system.

3.3 Maintenance of List of Members. The Steering Committee shall maintain a master list of all Members and the emergency management regions designated by the State of Wisconsin Division of Emergency Management in which they are located.

3.4 Resource List. The Steering Committee shall develop recommendations on the format, information, and input standards for a Member's Resource List. The intent is that the Resource List will identify the personnel, equipment, materials and supplies which may be available from a Member during an Emergency.

3.5 Maintenance of Website. The Steering Committee shall establish and maintain a website which may be accessed by Members. The website shall include the Resource List developed by each Member which identifies the personnel, equipment, materials and supplies which may be available from a Member during an Emergency.

ARTICLE IV MEMBER RESPONSIBILITY

4.1 Authorized Official and Contact Information. Members shall identify an Authorized Official and alternates, and provide contact information including 24-hour access information. Members shall update the information regularly or when changes occur.

4.2 Number of Responders. A Member may designate itself as one singular responding entity or it may identify its water and wastewater systems separately as responding entities. If multiple responding entities are identified, contact information shall be provided for each responding entity. Such designation does not affect a Member's status as a single municipality/ Responding Member under this Agreement.

4.3 Resource List. A Member shall develop a Resource List consistent with the recommendations of the Steering Committee which identifies the personnel, equipment, materials and supplies which may be available from a Member during an Emergency. The Member is responsible to keep its Resource List current and up to date.

ARTICLE V REQUESTS FOR ASSISTANCE

5.1 Member Request. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance for its water and wastewater system from another Member. Requests for assistance may be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the other Member. Specific protocols for requesting aid shall be developed by the Steering Committee and be available through the WIWARN Website.

5.2 Response to a Request for Assistance. Members are not obligated to respond to a request for assistance. However, after a Member receives a request for assistance, the Authorized Official shall evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member should inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

5.3 Discretion of Responding Member's Authorized Official. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. The decision of a Member's Authorized Official on the availability of resources shall be final.

ARTICLE VI RESPONDING MEMBER PERSONNEL

6.1 National Incident Management System. When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the NIMS.

6.2 Personnel. During the Period of Assistance, employees of a Member remain employees of that Member. Personnel sent by a Responding Member shall remain under the direct supervision of the Responding Member. The Requesting Member's Authorized Official shall have operational control of the overall Emergency response and shall coordinate response activities with the designated supervisor(s) of the Responding Member(s) in accordance with NIMS. The

Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.

6.3 Food and Shelter. Responding Member's personnel must be self sufficient for up to 72 hours. When practical, the Requesting Member shall assist in supplying reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member's personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided in the following sentence, the cost for such resources must not exceed the State per diem rates for that area. To the extent food and shelter costs exceed the State per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Reasonable and necessary costs associated with providing food and shelter, if such resources are not provided, shall be reimbursed in accordance with Article VII.

6.4 Communication. The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios in order to facilitate communications with other responders and the Requesting Member's personnel.

6.5 Status. To the extent provided by law, whenever the Responding Member's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of the Responding Member.

6.6 Licenses and Permits. To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

6.7 Right to Withdraw. The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason at the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VII COSTS OF RESPONSE AND COST REIMBURSEMENT

7.1 Cost Reimbursement to Responding Member. Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for the categories of costs listed in Sections 7.2 to 7.4 incurred during the specified Period of Assistance. The Responding Member shall track, record and submit its costs incurred during the specified Period of Assistance as provided in Sections 7.2 to 7.4. Failure to accurately track and record costs using the indicated categories may hamper the Responding Member's ability to qualify for or receive state, federal or third party disaster funding should such funding become available. If a Responding Member agrees to not seek cost reimbursement from a Requesting Member, the Responding Member need not track and record its costs as provided in Sections 7.2 to 7.4.

7.2 Personnel Costs. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Responding Member's personnel costs shall be calculated according to the terms provided in Responding Member's employment contracts or other conditions of employment for work.

Reimbursement requests may include all personnel costs, including salaries or hourly wages, contributions for fringe benefits, and indirect costs.

7.3 Equipment and Equipment Costs. Responding Member's costs for equipment used during the specified Period of Assistance shall include, but not be limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and/or unloading of loaned equipment. Rates for equipment use shall be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates unless the Members agree, in writing, to different rates prior to the Responding Member supplying the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Responding Member may claim reimbursement from Requesting Member for such rental costs. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances.

7.4 Costs for Materials and Supplies. Responding Member's cost for expendable or nonreturnable materials and supplies shall be based on in kind or actual replacement costs, plus handling charges. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage may be treated as expendable supplies for purposes of cost reimbursement.

7.5 Payment Period for Cost Reimbursement. In order to receive cost reimbursement, the Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

7.6 Records. Each Requesting Member and their duly Authorized Officials shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VIII RISK ALLOCATION

8.1 Immunity. All Members are governmental entities entitled to governmental immunities under law, including but not limited to Section 893.80, Wis. Stats. Nothing contained herein shall waive the rights and defenses to which each Member may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 893.80, Wis. Stats.(2005-2006), or any subsequent amendments thereof.

8.2 Member Responsible for Own Actions. Each Member shall bear the risk of its own actions, as it does with its day-to-day operations.

8.3 Employee Claims. The employees of a Responding or Requesting Member shall be covered by his or her employing Member for purposes of worker's compensation, unemployment insurance, and benefits under ch. 40 Wisconsin statutes regardless of whether their Member employer is a Responding or Requesting Member.

8.4 Insurance. Members shall maintain insurance policies or maintain self insurance programs that cover activities that it may undertake by virtue of membership in WIWARN.

8.5 Survival of Obligations. The obligations set forth in this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX DISPUTES

9.1 Disputes. If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Members shall attempt to resolve the dispute by negotiation.

ARTICLE X EFFECTIVE DATE; MODIFICATION; TERMINATION

10.1 Effective Date for Establishing WIWARN. In order to be effective, four (4) Municipalities must sign this Agreement to join WIWARN. The Effective Date for establishing WIWARN shall be the date on which the fourth Municipality signs the Agreement to join WIWARN.

10.2 New Members. Municipalities may join WIWARN by signing this Agreement. After the Effective Date established by Section 10.1, a Municipality shall become a WIWARN Member upon signing the Agreement.

10.3 Termination of Member. A Municipality's membership in WIWARN shall be terminated, in accordance with procedures established by the Steering Committee, if the Municipality fails to meet the Member's Responsibilities under Article IV.

10.4 Withdrawal of Member. A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Steering Committee. Withdrawal takes effect 60 days after the Steering Committee receives the notice.

10.5 Effect of Termination or Withdrawal of Member. A Member's termination or withdrawal from this Agreement shall not affect in any way any liabilities or obligations incurred under the terms of this Agreement, including but not limited to a Member's duty to reimburse a Responding Member for costs incurred during a Period of Assistance. A Member's termination or withdrawal shall not affect the continuing existence of this Agreement among the remaining Members.

10.6 Modification of Agreement. No provision of this Agreement may be modified, altered or rescinded by individual Members to the Agreement. The process for modifying the Agreement

shall be established in the Bylaws, and at a minimum shall require a two-thirds (2/3) majority vote of Members. Approved modifications take effect thirty days after the vote of the Members.

10.7 Termination of WIWARN. WIWARN shall continue in effect as long as there are at least four Members. In the event there are fewer than four Members, WIWARN shall terminate. The process for handling the termination of WIWARN shall be established in the Bylaws.

ARTICLE XI MISCELLANEOUS

11.1 Prior Agreements. If a Member requests or provides assistance for a water or wastewater system under WIWARN for a Period of Assistance, the terms of this Agreement shall supersede all prior agreements between the Requesting Member and the Responding Member related to the request or provision of assistance for water or wastewater systems to the extent that such prior agreements are inconsistent with this Agreement.

11.2 Severability. The Members agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Members shall be construed and enforced as if the Agreement did not contain the invalid term or provision.

11.3 Waiver. Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

11.4 Headings. The headings of various articles and sections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

11.5 Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and without effect.

11.6 No Joint Venture. This Agreement does not establish or evidence a joint venture or partnership between the parties.

11.7 Execution of Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.

Appendix A
Emergency Contact Information for Member Responders
(Used for members when they assist other members)

MUNICIPALITY SERVED:

The (City, Village, Town, County, Commission, District, etc.) of _____
_____, located in the County(s) of _____

State number of responding entities that will be listed with this Municipality: _____

Date Emergency Contact Information Provided: _____

Name of Member's Voting Representative _____

First Responding Entity: _____

Primary Contact
Authorized Official/Title:

Email Address: _____

Mailing Address: _____

City/State/Zip: _____

Office Phone: _____ Fax: _____

Emergency/After Hours Phone: _____

Secondary Contact
Name/Title: _____

Email Address: _____

Mailing Address: _____

City/State/Zip: _____

Office Phone: _____ Fax: _____

Emergency/After Hours Phone: _____

Second Responding Entity: _____

Primary Contact Authorized
Official/Title: _____

Email Address: _____

Mailing Address: _____

City/State/Zip: _____

Office Phone: _____ Fax: _____

Emergency/After Hours Phone: _____

Secondary Contact
Name/Title: _____

Email Address: _____

Mailing Address: _____

City/State/Zip: _____

Office Phone: _____ Fax: _____

Emergency/After Hours Phone: _____

List additional Responding Entities as needed with the requested contact information.

SIGNATURE PAGE

Mutual Aid and Assistance Agreement

In consideration of the covenants and obligations set forth in this Agreement, the Municipality listed below manifests its intent to be a Member of WIWARN, and agrees to comply with the understandings, commitments, terms, and conditions set forth in this Agreement, by executing this

Agreement on this _____ day of _____ 20_____.

NAME OF MUNICIPALITY: _____

By (print): _____

Witness (print): _____

Title: _____

Title: _____

Signature

Signature

Approved as to form and legality

By: _____
Attorney of Member

Print Name

Signature



TO: Common Council
DATE: 3 June 2021
FROM: Ted Grade, Chairperson Personnel Committee
Rebecca Nichols, Vice Chairperson Personnel Committee

RE: Appointment of Director of Public Works

Background

A committee including the Chairperson and Vice Chairperson of the Personnel Committee, and Mayor, unanimously recommended Laura Jungwirth for the position of Director of Public Works following an interview on May 18th.

City Ordinance and State Statute grant the authority of appointing the Director of Public Works to the Common Council.

Ms. Jungwirth is a Professional Engineer (P.E.) with 15 years expertise in the public sector and construction industry. She has extensive experience in stormwater design and construction, project management, and creating effective processes and policies. During her tenure at the City of Menasha she has earned the respect of the people she works with and proved her knowledge and abilities. Ms. Jungwirth has a Bachelor of Science degree, Environmental Engineering, from the University of Wisconsin-Platteville.

Recommendation

Appoint Laura Jungwirth to the Position of Director of Public Works effective immediately.



MEMORANDUM

Date: June 3, 2021

To: Common Council

From: Pamela A. Captain, City Attorney

Re: Enhanced vacation allowance for Director of Public Works

In accordance with City policy salaried employees receive 15 days of vacation per year, plus 5 days of floating holidays. After 6 years and after 13 years of employment another 5 days of vacation is awarded. All floating holidays and vacation must be used each year, except that 5 days of vacation may be carried over to the next year and used before March 1.

Laura Jungwirth is requesting to advance to the next level of vacation allowance from 15 to 20 days asking you to take into consideration her 15 years of professional experience.

If acceptable, a motion is in order to offer an enhanced vacation allowance of 20 days.