

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

**CITY OF MENASHA
COMMON COUNCIL
First Floor Conference Rooms
100 Main Street
Monday, June 5, 2023
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 Neuman - the following minutes and communications have been received and placed on file:
 - Minutes to receive:
 - a. Board of Health, 4/14/23
 - b. Board of Public Works, 5/15/23
 - c. Board of Review, 5/26/22
 - d. Committee on Aging, 4/14/23
 - e. IT Steering Committee, 5/16/23
 - f. Landmarks Commission, 3/8/23
 - g. Library Board, 4/25/23
 - h. NM Sewerage Commission, 4/25/23
 - i. NMFR Joint Finance and Personnel, 4/25/23 & 5/23/23
 - j. NMFR Joint Fire Commission, 3/22/23
 - k. Parks and Recreation Board, 5/9/23
 - l. Personnel Committee, 4/18/23
 - m. Police Commission, 3/16/23
 - n. Water and Light Commission, 4/26/23
 - Communications:
 - o. 2022 Harrison Utilities Consumer Confidence Report
 - p. Bird Scooter Method of Contact
 - q. Quarterly Stormwater Flyer
 - r. Pollinator Week Proclamation
 - s. B.A.S.S. Nation Northern Regional Fishing Tournament
- 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 placed 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, 5/15/23
2. Special Common Council, 5/22/23

Board of Public Works, 5/15/23, Recommends Approval of:

2. Street Use Application – Community Fest Parade of Lights; Monday, July 3, 2023; 9:00pm-10:15pm; City of Menasha and City of Neenah
3. Street Use Application – Midwest Sunsplash; Friday, July 21, 2023; 3:00pm-11:00pm and Saturday, July 22, 2023; 7:00am-11:00pm; Youth Go

Administration Committee, 5/15/23, Recommends Approval of:

4. Recommends approval of *The Post-Crescent* as the City of Menasha's Official City Newspaper for 2023-2024 year

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 5/12/23 – 6/1/23 in the amount of \$3,716,796.11
2. Liquor License Renewals for the 2023-2024 licensing year
3. Outdoor Alcohol Beverage Service Permit Applications for the 2023-24 licensing year
4. Outdoor Alcohol Beverage Service Permit Street Serve Applications for the 2023 licensing year
5. Liquor License for Rusted Roost, LLC d/b/a Rusted Roost Restaurant and Bar, 192 Main Street, Menasha for the term of June 5, 2023 – June 30, 2023
6. Offer to Purchase – 205 Mathewson Street (Parcel 3-00584-00)

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. O-4-23 – An Ordinance Amending Title 11, Chapter 5 of the Code of Ordinances (Offense and Nuisances: Consumption of Alcohol in City Parks) (Introduced by Ald. Ted Grade)

L. APPOINTMENTS

1. Mayor's reappointment of Rebecca Nichols to the Redevelopment Authority for the term of 6/5/23 - 9/1/27
2. Mayor's appointment of Alicia Buechler to the Redevelopment Authority for the term of 6/5/23 – 9/1/27
3. Mayor's appointment of Ted Skrzypczak to the Housing Authority for the term of 6/5/23 – 7/1/26

M. CLAIMS AGAINST THE CITY

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

O. ADJOURNMENT

MEETING NOTICE
Monday, June 19, 2023
Common Council Meeting – 6:00 p.m.
Committee Meetings to Follow

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA BOARD OF HEALTH
Minutes
April 14, 2023

A. CALL TO ORDER

Meeting called to order by Candyce Rusin at 8:03 AM

B. ROLL CALL

Present: Kristine Hutter, Teresa Rudolph, Candyce Rusin

Excused: Kristene Stacker

Staff Present: Todd Drew, Claire Holzschuh, Larissa Keller, Linda Palmbach, Meghan Pauly

Guest: Kia Ademi, UWGB RN to BSN student

C. MINUTES TO APPROVE

1. BOH Meeting Minutes March 10, 2023

Teresa Rudolph moved to approve the March 10, 2023 minutes, seconded by Candyce Rusin. The motion passed.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

1. Administrative

a. Health Department

- i. COVID-19 Update – Kristine Hutter led a review of the City’s COVID-19 data summary dated April 13, 2023. The Say Yes! Covid Test website remains active and the free test kit ordering will continue until the end of May or as inventory allows. The state telehealth treatment program will continue through April 2024.
- ii. 2022 Annual Report – The Board received a copy of the 2022 Annual Report.

b. Personnel

- i. School Health Aide – Menasha High School – Interviews are being conducted for this position.

c. Academic Affiliation Updates

- i. University of Wisconsin-Oshkosh – Linda Palmbach reported that the UWO students are working on their aggregate project and will be presenting on May 14th.
- ii. University of Wisconsin-Green Bay – Meghan Pauly reported that her student, Kia, will be completing her hours at the end of April and revised the school immunization letters as her semester project.
- iii. Fox Valley Technical College – The FVTC dental assistant students are helping Claire Opsteen with sealants.
- iv. Marian University – Linda Palmbach reported that her Marian University student presented at Lakeside Commons regarding suicide prevention and crisis intervention and has completed her hours.

2. **Employee Safety** – Todd Drew reported that regular safety meetings are being conducted. A statewide fire/storm drill will take place on April 19th. The CVMIC safety grant will be used to fund an overhaul of the current lockout/tag-out program.

3. **Sealer of Weights and Measures** – Todd Drew reported that he has started testing gas pumps. The newly planned Kwik Trip will bring an additional 70 gas pumps, 3 scales, and pricing audits to this program.
4. **Environmental Health** – Todd Drew reported that his state FSR audit was closed out and his standardization is complete. He is continuing routine inspections of restaurants, while Claire Holzschuh inspects the current tourist rooming houses. Todd assisted the MPD on a drug abatement case in which a house was placarded and citation issued. He has followed up on 7 human health hazard complaints and completed 3 DNR inspections. Plans for the new Kwik Trip have been reviewed and approved. Todd attended the Food Safety Advisory Committee and the WAHL DAB environmental meetings.
5. **Public Health Department**
 - a. Communicable Disease Report: March 2023 – Kristine Hutter shared the report for March 2023 and the year to date.
6. **Health Screening 60+** – Meghan Pauly reported that the falls prevention class, Stepping On began on March 31st. Meghan and Kortney’s Tai Chi class will begin June 14th.
7. **Prevention** – Kristine Hutter reported that Claire is currently focused on Community Health Assessment activities.
8. **School Health Aides** – No report.
9. **Dental Program** (screening, fluoride varnish, sealants) – Kristine Hutter reported on behalf of Claire Opsteen. Claire is finishing the last fluoride applications at the schools in April and May and has one school left for sealant application. She will be conducting a free oral health/cancer screening at the Senior Center on April 25th.
10. **Communicable Disease** – No report.
11. **Lead Prevention** – Kristine Hutter reported that the project to replace the lead laterals in the City is almost complete with only one lateral left to be replaced.
12. **Immunization** – Meghan Pauly reported that re-enrollment into the VFC program will begin May 1st.
13. **Maternal and Child Health** – Claire Holzschuh reported that she has been working with the UWO-Fox Cities Children’s Center in an effort to gain re-designation as breastfeeding friendly. Kortney and Claire attended the BFAN meeting on April 13th.
14. **Overdose Data to Action (MCAAP)** – Kristine Hutter reported that the Overdose to Action grant will end on August 31st. We will apply for additional funds if the state is rewarded funds from the CDC to continue the program.
15. **Bioterrorism/Emergency Preparedness** – Claire Holzschuh reported that she will meet all program deliverables by June 30th.
16. **Senior Center** – Kristine Hutter reported that the Center is assessing staffing needs in preparation for summer. Chloe Hansen-Dunn has contracted with a local nurse for onsite nail care.
17. **COVID-19 Projects** – Kristine Hutter reported that the LTE disease investigators ended March 31st. Gina Phillips will track Covid-19 outbreaks going forward. Covid-19 vaccine clinics will be integrated into our monthly VFC clinics starting in May.

E. ACTION ITEMS

None

F. ADJOURNMENT

Teresa Rudolph moved to adjourn the meeting at 8:45 AM, seconded by Candyce Rusin. The motion passed.

Next Meeting: May 12, 2023 8:00 AM – virtual option

Menasha City Hall

100 Main Street, Suite 100

Menasha, WI

CITY OF MENASHA
BOARD OF PUBLIC WORKS
100 MAIN STREET, MENASHA
May 15, 2023
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Sevenich at 7:13 p.m.

B. ROLL CALL

PRESENT: Ald. Ted Grade, Ropella, Nichols, Eisenach, Sevenich, Hammond, Lewis, Tom Grade

ALSO PRESENT: CDD Schroeder, DPW Jungwirth, FD Sassman, PRD Sackett, CA Struve, Mayor Merkes, Clerk Neuman

C. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

D. DISCUSSION / ACTION ITEMS

1. Minutes to approve

a. Board of Public Works, 5/1/23

Moved by Ald. Ropella seconded by Ald. Ted Grade to approve the Board of Public Works meeting minutes from 5/1/23.

Ald. Nichols recommended the correction the top of Page 2 of existing minutes should be updated to reflect 2025 as the year for Third Street to Ninth Street reconstruction.

Motion carried by voice vote.

2. Street Use Application – Community Fest Parade of Lights; Monday, July 3, 2023; 9:00pm-10:15pm; City of Menasha and City of Neenah

Moved by Ald. Ropella seconded by Ald. Tom Grade to recommend to Common Council the Street Use Application for Community Fest Parade of Lights on Monday, July 3, 2023; 9:00pm-10:15pm; City of Menasha and City of Neenah.

Motion carried on roll call 8-0.

3. Street Use Application – Midwest Sunsplash; Friday, July 21, 2023; 3:00pm-11:00pm and Saturday, July 22, 2023; 7:00am-11:00pm; Youth Go

Moved by Ald. Ropella seconded by Ald. Tom Grade to recommend to Common Council the Street Use Application for Midwest Sunsplash from Friday, July 21, 2023; 3:00pm-11:00pm and Saturday, July 22, 2023; 7:00am-11:00pm, sponsored by Youth Go.

Motion carried on roll call 8-0.

Staff provided insight on street closure updates for event. Event organizers are intending on closing Milwaukee Street and Chute Street and keeping Main Street open to provide better flow of traffic. Bank access will also remain open Friday evening.

E. ADJOURNMENT

Moved by Ald. Hammond seconded by Ald. Ted Grade to adjourn at 7:18 p.m.

Motion carried on voice vote.

Respectfully submitted by:
Valerie Neuman, City Clerk

CITY OF MENASHA
BOARD OF REVIEW
100 MAIN STREET
MAY 26, 2022
MINUTES

A. CALL TO ORDER

Meeting called to order by Clerk Krautkramer at 10:00 a.m.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

PRESENT: Comm. Nichols, Rudolph, Crane, Maxymek

ALSO PRESENT: Clerk Krautkramer, CA/HRD Captain, FD Sassman, Assessor Mack

D. COMMUNICATIONS

1. Major Class Statistic Sheet
2. 2022 Guide for Board of Review Members

E. ACTION ITEMS

1. Select Chairman and Vice-Chairman

Comm. Crane nominated Comm. Nichols for Chairman.

Comm. Nichols nominated Comm. Rudolph for Chairman.

Comm. Nichols was as selected as Chairman of the Board of Review.

Comm. Rudolph, Crane, Maxymek voted for Comm. Nichols.

Comm. Nichols voted for Comm. Rudolph.

Comm. Rudolph nominated Comm. Crane for Vice-Chairman.

Comm. Nichols nominated Comm. Rudolph for Vice-Chairman.

Comm. Rudolph was selected to serve as Vice-Chairman.

Comm. Nichols, Crane, Maxymek voted for Comm. Rudolph.

Comm. Rudolph voted for Comm. Crane.

2. Approval of Minutes, 5/27/21

Moved by Comm. Crane seconded by Comm. Rudolph to approve the minutes.

Motion carried on voice vote.

3. Clerk's Report – Board of Review Notification

Staff explained the notice of the Board of Review was published in Post Crescent and the training requirements.

4. Examine Assessor's Roll

Moved by Comm. Nichols seconded by Comm. Rudolph to go off the record to examine the Assessor's Roll.

Motion carried on voice vote.

The Board of Review went off the record at 10:06 p.m.
The Board of Review went back on record at 11:59 p.m.

5. Hearing Objections, Review, Board Determinations

F. ADJOURNMENT – Sine Die

Moved by Comm. Crane seconded by Comm. Rudolph to adjourn at 12:00 p.m.
Motion carried on voice vote.

Haley Krautkramer
City Clerk

CITY OF MENASHA
COMMITTEE ON AGING
MINUTES
April 14, 2023

A. CALL TO ORDER

Meeting called to order by Pat Irwin at 1:31 PM

B. ROLL CALL/EXCUSED ABSENCES

Present: Anne Anderson, Pat Irwin, Kristine Hutter, Bea Kohanski

Excused: Sarah Bauer, Chloe Hansen-Dunn

Staff Present: Larissa Keller, Leah McCormick, Meghan Pauly

Guest: Kia Ademi, UWGB RN to BSN student

C. PUBLIC COMMENT

(five minute time limit for each person)

D. MINUTES TO APPROVE

1. Committee on Aging Meeting Minutes February 10, 2023

Bea Kohanski motioned to approve the February 10, 2023 minutes. The motion was seconded by Anne Anderson. The motion passed.

E. CORRESPONDENCE

No report.

F. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

1. Public Health

- a. COVID-19 Update: Kristine Hutter led a review of the COVID-19 data summary dated April 13, 2023. The Say Yes! Covid Test website remains active and the free test kit ordering will continue until the end of May or as inventory allows. The state telehealth treatment program will continue through April 2024. The current CDC community level is low. We will continue to hold vaccine clinics, but will move from twice monthly to once monthly due to a decrease in clinic attendance.

- b. Sixty Plus Grant – Programs Update: Meghan Pauly reported that in the month of March, she provided 30 services to 29 people. Services provided included wellness room visits, blood pressure readings at Lakeside Commons, and Memory Café. Stepping On started March 31st. Public Health Nurse Gina Phillips presented stroke detection and prevention at the April Lunch and Learn.

2. Senior Center

- a. Senior Center Operations/Programming Update: Leah McCormick reported that in the month of February, the Center hosted 234 unique visitors for 718 visits for 789 services, and had 4 volunteers provide 21.5 hours of time. Notable happenings in February were the Valentine's brunch, SALT event – meet the new MPD Chief Thorn, and the Milwaukee bus trip. In the month of March, the Center hosted 222 visitors for 951 visits for 1093 services and 6 volunteers donated 27.5 hours. March events of note included the money smart workshop, chair yoga, pi day (3/14), and St. Patrick's Day party.

3. Announcements: The May/June Chatter will be published and distributed the week of April 17th. Registered dental hygienist, Claire Opsteen will be performing oral health and cancer screenings on April 25th. Walking club will begin on May 2nd with a walk over the newly opened Racine Street bridge with Mayor Merkes. Nurses

Meghan and Kortney will begin the summer Tai Chi class on June 14th. The Center has contracted with a registered nurse who is a certified nail tech for nail care services beginning in May. Upcoming Lunch and Learns include estate planning in May and a presentation by the ADRC in June. Upcoming Center offerings include a tea party, watercolor class, and a presentation by Edward Jones.

G. NEW BUSINESS

1. Onboarding Packet – Committee discussed materials and information to include in an onboarding packet.

H. HELD OVER BUSINESS

1. COA Vacancies (2) – Committee discussed application and information provided to interested parties.
2. COA Future Planning – Committee will review data obtained during the 2019 facilitated discussions with the older adult community.

I. ADJOURNMENT

Anne Anderson motioned to adjourn the meeting at 2:31 PM. The motion was seconded by Bea Kohanski. The motion passed.

Next meeting: May 12, 2023 at 1:30 PM
Menasha City Hall
100 Main Street, Room 132
Menasha, WI

CITY OF MENASHA
IT STEERING COMMITTEE
Menasha City Center
May 16, 2023
MINUTES

A. CALL TO ORDER

Alderman Nichols called the meeting to order at 10:01 AM.

B. ROLL CALL/EXCUSED ABSENCES

Committee members Alderman Nichols, Director Sassman, Lieutenant Albrecht, Director Kopetsky, HR Coordinator Cardoza and Network/Systems Administrator Oskey were present. PC/Network Specialist Santkuyl was also present. Director Jungwirth was absent.

C. MINUTES TO APPROVE

Motion to approve the August 30, 2022 minutes was made and seconded by Kopetsky and Cardoza, respectively. Motion carried on voice vote.

D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THIS AGENDA

None

E. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

IT presented a project status update. Completed projects as well as on-going projects were discussed. Several projects have already been completed this year and the planning process has started for future projects. Multi-factor authentication is mostly complete with some loose ends to be addressed. Migration to Office 365 is underway. Installation which will include Microsoft Teams will be rolled out by department. Current Access databases could pose problems however there is a plan in place to address those issues. Back up infrastructure equipment has been ordered. This new infrastructure will also address network storage concerns and disaster recovery while still staying within budget. The website redesign project is currently underway.

An updated project timeline and Capital Improvements Plan will be brought forward at the next meeting along with preliminary budget conversations.

F. ACTION/DISCUSSION ITEMS

1. Discussion took place on the need to update our current Electronic Communication & Information Technology Policy that is currently part of the Employee Handbook. The policy update should recognize changes in technology and procedures. There is a need to incorporate additional language regarding technology security as well as new processes such as multi-factor authentication and VPN.

IT along with Human Resources will work to modify the existing policy with the plan to present an updated policy to the committee. Once updated, there will be a recommendation to the Personnel Committee to adopt the updated policy in the Employee Handbook.

2. A Computer Use Policy was discussed. There is a need to draft a document that city employees as well as council members would sign that would address acceptable use, security, prohibited activities and the acknowledgement of city equipment provided to them in the case of laptops and cell phones.
3. The next meeting date has been set for July 18, 2023.

G. ADJOURNMENT

Meeting adjourned at 11:37 AM by motion made and seconded by Albrecht and Nichols, respectively. Motion carried on voice vote.

Submitted By:
Jennifer Sassman, Finance Director

DRAFT

CITY OF MENASHA
Landmarks Commission
Menasha City Center, Room 133
100 Main Street, Menasha
March 8, 2023
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order by Community Development Director Schroeder at 5:00 PM.

B. ROLL CALL/EXCUSED ABSENCES

LANDMARKS MEMBERS PRESENT: Alderperson Tom Grade, Commissioners Sarah Bauer, Anastasia Horan, Kate Mueller and George Davis.

LANDMARKS MEMBERS EXCUSED: Commissioner Arnie Collier.

OTHERS PRESENT: CDD Schroeder and Nick Jevne (Menasha Historical Society).

C. PUBLIC HEARING

No public hearing.

D. MINUTES TO APPROVE

1. Minutes of the March 8th, 2023 Landmarks Commission Meeting

Commissioner Bauer made a motion to approve the minutes of the March 8th, 2023 Landmarks Commission Meeting. The motion was seconded by Ald. Grade. The motion carried.

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

Five (5) minute time limit for each person

F. COMMUNICATIONS

G. ACTION / DISCUSSION ITEMS

1. Election of Chairman

CDD opened the floor for nominations for Landmarks Chairman.

Comm. Bauer nominated Ald. Tom Grade to serve as Chairman.

Having no other nominations, a unanimous ballot was cast for Ald. Tom Grade to serve as Landmarks Chairman.

Ald. Grade resumed the meeting.

2. Election of Vice-Chairman

Ald. Grade opened the floor for nominations for Landmarks Vice-Chairman

Comm. Mueller nominated Comm. Bauer to serve as Vice-Chairman.

Having no other nominations, a unanimous ballot was cast for Comm. Bauer to serve as Landmarks Vice-Chairman.

3. Certificate of Appropriateness – Façade Alteration – 210 Main Street – Elysa Kate + Co., LLC

CDD Schroeder provided an overview that following Wild Apple departure from the front of 210 Main Street, that there will be a new tenant Elysa Kate + Co. As part of the business operations at this store front they are looking to make minor modifications to the building including removing the “Wild Apple” white letters, painting the green trim red to match the door and other elements and replace the existing sign.

General discussion ensued.

A motion was made by Comm. Davis to approve the certificate of appropriateness as presented for Elysa Kate + Co., LLC at 210 Main Street. The motion was seconded by Commissioner Mueller. The motion carried.

4. May Historic Month and General Landmark Discussion

Ald. Grade and Nick Jevne explained that the Menasha Historical Society will be doing a history walk of the portions of the downtown on June 3rd, 2023. To promote the event, attendees will be eligible for a gift card price to select businesses in the downtown.

5. 150th Anniversary Discussion

General overview of the progress from the Sesquicentennial Committee was shared amongst the Landmarks Committee in terms of timeline, events, fundraising, and themes for 2024.

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

Five (5) minute time limit for each person

No public comments at this time.

I. ADJOURNMENT

A motion was made by Comm. Bauer to adjourn the meeting at 5:20 PM. The motion was seconded by Comm. Davis. The motion carried.

Minutes prepared by CDD Schroeder

ELISHA D. SMITH PUBLIC LIBRARY BOARD OF TRUSTEES
MEETING MINUTES
Elisha D. Smith Public Library
Company E Room
April 25, 2023

Called to order at 4:04pm by Chair Halverson

Present: Trustee Eisenach, Vice Chairman Golz, Chair Halverson, Secretary Lane, Trustee Stojanovic and Superintendent of Schools VanderHeyden

Absent: Trustee Franzoi, Trustee Turner, Trustee Witt and E. Lane

Also Present: Director Kopetsky, Library Services Manager Raschke, Programming Services Manager Moore-Nokes, Business Manager Dreyer and Matt Zimmerman

Public Comment/Communication

None

Consent Business

A motion was made by Lane, seconded by VanderHeyden to approve the Library Board of Trustees meeting minutes from March 28, 2023. Motion carried unanimously.

Authorization of Bills

A motion was made by Golz, seconded by Lane to authorize payment of the April 2023 bills from the 2023 budget. Motion carried unanimously.

Updates

Planning Process Update

The draft of the pitch deck for potential donors was distributed to trustees. Kopetsky will make the suggested revisions.

Friends of the Elisha D. Smith Public Library Update

We are still waiting to hear from the IRS regarding the 501(c)3 status.

New Business

Director's Report

- **Job Analysis:** The city has reviewed and forwarded the job questionnaires completed by library staff to Carlson Dettman. The next step will be to review and compare positions in communities around the state. They plan to complete the process in time to make potential adjustments for the 2024 budgeting process.
- **Winnefox Announcement:** Oshkosh Public Library and Winnefox Library System Director Jeff Gilderson-Duwe will be retiring June 1. They are proposing to split the position.
- **2024 County Funding:** We received our preliminary numbers for county funding in 2024. Winnebago County funding is set to increase, and Calumet County funding is set to decrease - we suspect this is due to the temporary Appleton library site being on the edge of the town of Harrison.
- **Staffing Changes:** Librarian Pa Ja Yang will be leaving to pursue an opportunity in the Minneapolis/St. Paul area. We posted a librarian position primarily focusing on Children's Services.
- **Scheduling Software:** The transition of our new scheduling software is almost complete.

March Statistics

Room reservations are up 85%. We are working on ways to get library materials into the hands of our patrons since the increased attendance has not increased circulation.

2023 Budget Status

Trustees reviewed the 2023 budget status.

Approval of the Facilities Policy as Recommended by the Policy and Personnel Committee

Last month, we changed B.5.b. to: Groups or individuals using a meeting room shall not publicize their event in any way that implies that it is sponsored, co-sponsored, endorsed, or approved by the library unless permission to do so has been given in advance by the library director or designee in writing.

Motion made by VanderHeyden, seconded by Golz to approve the Facilities Policy as recommended by the Policy and Personnel Committee with the recommended change. Motion carried unanimously.

Adjacent County Funding

We currently receive funding from Winnebago, Calumet, Green Lake, Fond du Lac and Waushara counties. If the request for funding next year is the same as this year it is a management decision.

Approval of Out of State Travel

Clerk Angela Yu and Kopetsky would like to attend the YOUmedia conference in Chicago. According to our policy, trustees must approve out-of-state travel. The conference is being underwritten by a grant which will cover air and hotel. The library will cover mileage and meals. Motion to approve up to \$500 travel expenses for Yu and Kopetsky. Motion carried unanimously.

Staff Reports

- The librarian position is open until May 9.
- Summer programming is well underway.
- We are transitioning from Skedda to LocalHop.
- We are holding a food drive during National Library Week – April 23-29, 2023.
- The shoe drive for Menasha High School students was a success.
- Winnebago County will be starting a troubled youth program and was looking for reading material recommendations and for us to donate weeded books.

Our next Board of Trustees meeting will be held on Tuesday, May 23, 2023, at 4:00pm.

Adjournment

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

Respectfully submitted,
Kathy Dreyer, Recording Secretary

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday April 25, 2023

Meeting was called to order by Commission President Youngquist at 8:04 a.m.

Present: Commissioners Forrest Bates, Steve Coburn, Corey Gordon, Greg Weyenberg, Dale Youngquist, Raymond Zielinski; Manager Paul Much; Accounting Clerk Melissa Starr.

Excused: Commissioner Mark Mommaerts

Also Present: Rob Franck (MCO), Randall Much (MCO), Chad Olsen (McMahon)

Public Forum

No one in attendance for the Public Forum.

Minutes

March 28, 2023 Meeting minutes. Motion made and seconded by Commissioners Zielinski/Bates to approve the minutes from the March 28, 2023 regular meeting. Motion carried unanimously.

Correspondence

The following correspondence was discussed:

NMSC Treatment Facility Overflow Public Notice.

RE: Neenah-Menasha Sewerage Commission Wastewater Treatment Plant experienced a Treatment Facility Overflow event from 11:45 p.m. March 31st 2023 to 2:25 a.m. April 1st 2023. Manager Much explained the Treatment Facility Overflow was due to rains and excessive snow melt.

Old Business

There was no old business to be discussed.

New Business

Operations, Engineering, Planning

McMahon Associates Report – Update and discussion on the following projects with potential action to be taken based on discussions held:

1. Phosphorus Removal & UV Disinfection Equipment.
Chad Olsen reported no update.
2. Preliminary User Charge Rate Study related to Phosphorus Removal & UV Disinfection.
Chad Olsen reported the tables have been updated as previously discussed and will be shared with President Youngquist and Accountant Voigt for review and will determine if meeting is needed.

McMahon Invoices

#930227	Plant Re-Rate Study	\$1,311.00
#930228	Boiler Replacement Project	\$ 440.00
#930229	Filter Addition Project Preliminary Rate Study	\$ 775.50
#930250	WWTF Air Permit	\$ 346.00

Motion made and seconded by Commissioners Coburn/Bates to approve payment of invoices #930227, #930228, #930229, and #930250. Motion carried unanimously.

Discussion and potential action regarding bio solids hauling and sludge storage options.

Manager Much reported Gizmo agreed to extend the bio solids hauling and sludge storage agreement for one year to allow time for NMSC to find a new hauler. However, Gizmo will not land apply the sludge. Plan to haul until October then store for winter. They are looking at leasing the storage building to NMSC, but not selling. Manager Much emailed details to other haulers and received a lot of interest. Chad Olsen will put RFP together. Discussed potential available land in the Town of Neenah and if it has 1,000 ft. set-back. Manager Much will discuss leasing terms and bring more information to next meeting.

RIO Operation and Compliance Software – Discussion and potential action to be taken based on discussion.

Manager Much followed up on the questions regarding data ownership and cybersecurity the Commissioners had from the last meeting. The data entered into RIO remains owned by the Commission, and they have a wide range of cybersecurity to keep all data secure.

Motion made and seconded by Commissioners Bates/Coburn to accept the proposal. Motion carried unanimously.

Operating Report for March 2023

Operating Report. Manager Much reported no operations issues other than the TFO, but that was contained within the plant. Had staff working 24-hours a day for about a week during the high flows.

Equipment and Grounds Report. Rob Franck reported on Equipment and Grounds items. Provided additional details on: Snowblower maintenance is complete and has been put away. The digester building electrical room air conditioning installed in 2012 is showing similar failure issues as in the past with pinholes in cooling coils. Plant drain building installed spare A/C unit. D.O. meters were installed. Office UPS unit failed and is being replaced. Hypochlorite feed pumps start-up has begun. Annual tank inspections have started and will continue through summer. After discussion, motion was made and seconded by Commissioners Zielinski/Bates to accept the Operations Report and Equipment & Grounds Report. Motion carried unanimously.

Budget, Finance Matters

Accounting Report for March 2023.

Financial Statements. Accounting Clerk Starr reported the net income for March; Flows were up which increased the income as well. Sonoco payment was received and this month's payment was received timely. Interest rates remain up however, the increase has slowed. MCO generated income was \$2300 for the month.

After discussion, motion was made and seconded by Commissioners Weyenberg/ Zielinski to approve the Accounting Report for March 2023. Motion carried unanimously.

Update and discussion on Contract Renewal for the Wastewater Service Agreement between Sonoco/U.S. Paper Mills and the NMSC; with Potential Action(s) to be taken on matters discussed. Discussed cost to upgrade the NMSC WWTP to meet future growth needs.

MCO Invoices.

#29582	May 2023 Contract Operations	\$ 142,367.48
#29627	Use of MCO Vehicles – March	\$ 475.03

Motion made and seconded by Commissioners Coburn/Bates to approve MCO invoice #29582, and #29627 with payment to be made after May 1, 2023. Motion carried unanimously.

Vouchers. Operating and Payroll Vouchers #139783 thru #139832 in the amount of \$365,700.64 for the month of March 2023. Motion made and seconded by Commissioners Coburn/Zielinski to approve operating and payroll vouchers. Motion carried unanimously.

Other Business to Come Before the Commission

President Youngquist asked if Commissioners Bates and Weyenberg would be willing to serve as Deputy Secretary and Deputy Treasurer (respectively) for a calendar year appointment. Both commissioners said they are willing to serve. Motion was made and seconded by Commissioners Zielinski/Coburn to accept the appointments. Motion carried unanimously.

Additionally discussed sludge haul extension and looking at options for placing a storage facility.

Adjournment

Motion made and seconded by Commissioners Bates/Coburn to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:00 a.m.

President

Secretary

NMFR Joint Finance & Personnel Committee
April 25, 2023 – 5:30 p.m.
City of Menasha – Room #133

Present: Ald. Boyette, Lewis, Borchardt, Stevenson and Sevenich

Excused: Ald. Grade

Also Present: Chief Kloehn, Director Sassman and MA Ellis

Public: Mike Novy

Ald. Borchardt called the meeting to order at 5:30 p.m.

Public Forum: No members of the public chose to speak.

Election of Chair: **MSC Borchardt/Stevenson to elect Ald. Sevenich as the Chair of the Joint Finance & Personnel Committee, all voting aye.**

Ald. Sevenich took over the meeting.

Election of Vice-Chair: **Motion made by Ald. Boyette to elect Ald. Borchardt as Vice-Chair of Joint Finance & Personnel Committee, all voting aye.**

Minutes: The committee reviewed the March 28, 2023 meeting minutes. **MSC Borchardt/Boyette to approve the March 28, 2023 meeting minutes and place on file, all voting aye.**

Calls: The committee reviewed the March 2023 calls compared to March 2022. **MSC Stevenson/Borchardt to approve the March 2023 and March 2022 call reports and place on file, all voting aye.**

ISO Audit: Chief Kloehn discussed the recent audit we had by Insurance Services Office (ISO). His goal is to move from a Class 2 to a Class 1 fire department. The benefit for this is insurance premium savings. If we go to a Class 1 we will see a minor savings for residential properties. However, the largest savings will be seen by business and industry in the two Cities. He discussed the multiple things that are reviewed during the audit which include water supply, training hours, call volumes, dispatch, staffing, etc. Both water departments were fantastic in helping provide information for this audit and making changes to things that may have been considered deficient (i.e. flow calculations from hydrants). He feels confident we are close to becoming a Class 1. Due to scrutiny of this process, we will not find out until October what our results are.

Ald. Boyette asked if the education piece will give us the additional points that are needed. Chief Kloehn said while 6 points doesn't seem like a lot, but it takes quite a bit to get us there. What will get us there are the subcategory points that we made up points through this process such as dispatch and training. Ald. Boyette asked how long we keep the certification if we become a Class 1. Chief Kloehn said once you become a Class 1 you go from being reviewed every 4-5 years to every 1-2 years. Ald. Stevenson asked who establishes the standards that we try to meet. Chief Kloehn said it's standards set by the Insurance Service Office (ISO) and not NFPA. ISO uses NFPA standards within their requirements such as requirement of equipment on each truck for consistency. Ald. Stevenson asked who determines who is a qualified inspector for the ISO audio process. Chief Kloehn said they provide it and there is not cost for this process. There are very few departments in the State that have a Class 1 rating. Ald. Boyette asked if the size of the city or department has a bearing on the class status. Chief Kloehn said no, it's all on other factors.

Engine 32: The Committee reviewed the memo on Engine 32's repair. Chief Kloehn noted we have had a few major repairs on Engine 32. Some of the reason for the high cost for the radiator is some of the parts in the Pierce products are Pierce exclusive products and are not produced by others. However, the parts are in Wisconsin, and we can get these parts faster. This had to be repaired by an outside vendor as we do not have a hoist that we can use to repair this.

MSC Stevenson/Borchardt to adjourn at 5:55 p.m., all voting aye.

Respectfully Submitted,

Tara A. Ellis

Management Assistant

NMFR Joint Finance & Personnel Committee

May 23, 2023 – 5:30 p.m.

Hauser Room – City of Neenah

Present: Ald. Sevenich , Grade, Boyette, Borchardt and Lewis

Excused: Ald. Stevenson

Also Present: Chief Kloehn, Deputy Director Kahl and Management Assistant Ellis

Public: No members of the public were present.

Ald. Sevenich called the meeting to order at 5:30 p.m.

Minutes: The Committee reviewed the meeting minutes from April 25, 2023. **MSC Borchardt/Grade to approve the April 25, 2023, meeting minutes and place on file, all voting aye.**

Review of Calls: The Committee reviewed the April 2023 and April 2022 calls. Ald. Boyette asked if there are calls response differences. Chief Kloehn said each call has a different type of severity and the least severe one, basic non-emergent, we do not respond to. Ald. Grade asks who determines the severity of the call. Chief Kloehn explained the questions prompts that they ask to help them determine the severity of the call. **MSC Grade/Boyette to approve the April 2023 and April 2022 calls and place on file, all voting aye.**

Budget: The Committee reviewed the budget through April 2023. Overtime was discussed. Chief Kloehn noted most of this was for open positions for the first part of the year and FMLA. Both Finance Directors are looking to see if there is a way to fix this budget issue. Ald. Boyette asked about the Maintenance of Software budget. It was explained this is the annual software charges. She asked if this was in addition to the annual IS Department budget and asked why we are paying this in addition to the software line item? It was confirmed this was in addition and that the City of Neenah IS Department charges us back for their services. **MSC Borchardt, Grade to approve the April 2023 budget report and place on file, all voting aye.**

Maintenance of Motor Vehicles: The Committee reviewed the memo from DC Krueger regarding the current situation with this budget line item. No action is required as this is informational only.

2% Dues Audit: Chief Kloehn reviewed the 2% dues audit. One thing we had to change is the accounting for the money that each City receives each year. Previous years it was put into the City's general operating fund. The State has requirements that this be used for specific things such as salaries, turn out gear, public education, etc. and it cannot go into a general fund. In the end, the money is being used this way with our overall budget. However, the State requires that these funds are separated out and shows that each City is using this only for the specific items. The end result is there is a small change in the accounting, and this will meet the State requirements that it's in a non-lapsing account and shows the expenditures.

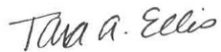
NMFR's Budget Deficit: The Committee reviewed the memo from Director Rasmussen regarding the deficit over the past three years. Most of this deficit is from overtime and maintenance of motor vehicles. Deputy Director Kahl reviewed this information and noted Menasha has paid their portion of the 2020 and 2021 overage and will be figuring out how to fund the 2022 budget. Deputy Director Kahl and Director Rasmussen and Director Sassman have been talking about the issue, how to fund this and looking for solutions on how to fix this issue. Ald. Grade asked if this must be paid in 2023 and if there would be any "penalties" for paying this off early. Deputy Director didn't know. Ald. Borchardt said he spoke to Director Rasmussen and asked how this happened. Deputy Director Kahl said when they see an issue it needs to be

addressed sooner. It can't wait until the audit. Chief Kloehn was bringing this issue up throughout the year, each year, but it wasn't acted upon. Ald. Grade asked if the auditor brought this up and why it wasn't communicated to the Department and both Cities? Ald. Boyette said it was brought forth to the committee by the department, but nothing was acted upon to work on funding overages. We knew about the overages but no motion and/or direction was given to the Finance Directors to reconcile the account. Ald. Grade noted that budget reports were only given every few months. MA Ellis asked if the Committee wanted to see budget reports month versus quarterly. The Committee agreed that quarterly budget reports were fine. Ald. Sevenich said he didn't like the overages but, in the end, we cannot stop people taking FMLA and paying the wages to maintain staffing.

Ald. Borchardt asked about the process that is in place to make sure this is funded and/or fixed. Deputy Director Kahl noted the budget process is most important and getting those numbers as accurate as possible because mid-year there is nothing that can be done to fund overages. The budgets are so tight, and the Cities do not have extra funds to cover this. The ARPA Funds was a gift this year for the City of Neenah to use to cover their overage. Ald. Borchardt asks how the department's overage is funded. Deputy Director Kahl said it's out of the general fund. An overall discussion was held on how to fix the problem for the future and suggestions were made. Ald. Borchardt asked if there is data to review for overtime on when we have a younger department versus older. If we can ask retirees to come back and fill shifts when there is overtime. Chief Kloehn said if they do this, it will stop their retirement. This is a WRS rule. Chief Kloehn said some departments are starting to hire a floating firefighter to cover long term FMLA's and once there is an opening on a shift, due to retirement they get a permanent assignment. However, Deputy Director Kahl did look at the cost for this and its-around \$90,000 to hire a new firefighter for wages, benefits, etc.

MSC Borchardt/Boyette to adjourn at 6:05 p.m., all voting aye.

Respectfully submitted,



Tara Ellis

Management Assistant

**NMFR Joint Fire Commission Meeting Minutes
March 22, 2023 – 4:00 p.m.
City of Neenah – Hauser Room**

Present: Commissioners Kubiak, Keating, Englebert, Keehan, Lewis and McCann

Also Present: Chief Kloehn, DC Krueger, Director Fairchild and MA Ellis

Commissioner Kubiak called the meeting to order at 4:00 p.m.

Public: No members of the public were present.

Meeting Minutes: The Commission reviewed the meeting minutes from January 25, 2023. **MSC Keehan/Keating to approve the January 25, 2023 meeting minutes and place on file, all voting aye.**

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

Firefighter Job Description and Hiring Requirements: **MSC Keehan/Lewis to change the Firefighter job description to have Associates Degree in any related field, and add Driver/Operator – Aerial, remove Medical First Responder and change to Wisconsin EMT Basic, all voting aye.**

Regional Hiring Process Agreement: The Committee reviewed the Regional Hiring Process agreement. **MSC Englebert/Lewis to approve the Fox Valley Regional Hiring Process Agreement and change our hiring requirements from Medical First Responder to EMT – Basic, all voting aye.**

MSC McCann/Keehan to adjourn at 4:30 p.m., all voting aye.

Respectfully Submitted,



Tara Ellis
Management Assistant

CITY OF MENASHA
Parks and Recreation Board
Shepard Park, 100 Mathewson St. Menasha, WI 54952
May 9, 2023
MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. Dick Sturm at 5:31pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Ald. Ted Grade, Eli Wickman, Brian Adesso

OTHERS PRESENT: PRD Megan Sackett, Sandra Dabill-Taylor (545 Broad St.), Deb Schneider (717 Warsaw St.)

EXCUSED ABSENCE: Tom Marshall, Rachael Dowling, Tim Hale

C. PUBLIC COMMENT/CORRESPONDENCE

Deb Schneider (717 Warsaw St.) Schneider spoke about how she takes her older grandchildren to our playgrounds and asked Park Board to be sure to include swings and to consider older children/teenagers when implementing new playgrounds. Schneider also mentioned the desire to have more garbage cans, water bubblers and sand boxes within the parks.

Sandra Dabill-Taylor (545 Broad St.). Dabill-Taylor questioned why we have garbage cans downtown and not enough throughout our park system. Dabill-Taylor also would like consideration given to the reciprocity agreement with neighboring communities regarding boat launch fees. Dabill-Taylor noted we have more launches than other communities and with the Locks closed, other communities have to use our launches to access Lake Winnebago. Dabill-Taylor also spoke about the agreement with Sculpture Valley and the use of public space to market their sculptures. Dabill-Taylor noted that she doesn't have a problem with the proposed change of the ordinance regarding alcohol consumption in Barker Farm Park, but noted that the Police Chiefs in Neenah and Menasha seem to have difference of opinion on alcohol in parks according to an article she referenced. Dabill-Taylor spoke about the upcoming BASS Nation Fishing Tournament that is being hosted in Menasha. She questioned why the website for the tournament references the Fox Cities instead of Menasha; as well as if there needs to be a change in ordinance to allow parking on the grass for the tournament. Dabill-Taylor also spoke on the lead time that the Brews on 'Bago beer permit application was submitted, how much time and money the City puts into this event and who is benefitting from the event.

D. MINUTES TO APPROVE

1. **Minutes of the April 11, 2023 Regular Park Board Meeting:** Moved by Ald. T. Grade, seconded by E. Wickman to approve the minutes of the April 11, 2023 Regular Park Board meeting. Motion carried.

E. DISCUSSION / ACTION ITEMS

1. **Koslo Hall of Fame Nomination:** Director Sackett gave an overview of the information included in the packet including the Koslo Hall of Fame policy indicating the criteria was met with 3 letters of reference for Tom Konetzke to be nominated for the Koslo Hall of Fame. Sackett gave highlights of Konetzke's accomplishments. Motion was made by T. Grade, seconded by E. Wickman to approve the nomination of Tom Konetzke to be inducted into the Koslo Hall of Fame. Motion carried. Park Board members requested a follow-up of when the ceremony will be held.
2. **Amendment to Ordinance 11-5 Offense and Nuisances: Consumption of Alcohol in City Parks** Director Sackett indicated staff is requesting to make an amendment to the ordinance that outlines the parks that allow alcohol consumption to include Barker Farm Park. Sackett noted that currently the only parks that allow alcohol are Jefferson, Koslo and Curtis Reed with Jefferson being the only one with primary rental shelters. Staff is looking to provide an additional option for those that wish to have alcohol at their events. PRD Sackett indicated she spoke with Chief Thorn and noted his department has not seen a significant impact of alcohol related calls for those users with permits and allowing alcohol will likely not have a significant impact on calls

tied to alcohol violations in Barker Farm Park. PRD Sackett noted that the capacity of Barker Farm Park is a small shelter with a capacity of under 40 people, so staff does not anticipate large events. Wickman asked if we should consider adding other parks at this time or take them one at a time. PRD Sackett indicated that the only other park that would be recommended would be Hidden Pond Park when the proposed shelter is built.

Motion made by T. Grade, seconded by E. Wickman to recommend approval to Common Council of Ordinance O-4-23 being an ordinance amending Title 11, Chapter 5 of the Code of Ordinances to allow for consumption of alcohol at Barker Farm Park. Motion carried.

3. Approve Brews on 'Bago at Jefferson Park June 8, July 13, August 10 and September 14, 2023

PRD Sackett gave an overview of the Brews on 'Bago event indicating there is minimal set-up with the event by the Park staff which only includes picnic table relocation, hanging lights and providing garbage cans with a majority of the other work acquiring sponsors, beer vendor, food vendors, entertainment split by PRD Sackett, the Mayor and Rotary members. The City of Menasha partners with Menasha Rotary to offer this event and evenly splits the profits from the event with the profits to the City put in the Jefferson Park redevelopment plan fund. Sackett noted this is the 3rd year for this event and Menasha Rotary, as the non-profit, is seeking approval to sell beer/wine as part of this event which requires Park Board approval annually. Sackett noted that the Rotary will also obtain the necessary liquor license from the City Clerk to sell alcohol within a City Park.

Motion made by T. Grade, seconded by E. Wickman to approve the Beer/Beverage permit for Brews on 'Bago for June 8, July 13, August 10 and September 14, 2023. Motion carried.

F. REPORT OF DEPARTMENT HEAD / STAFF

1. **Department Report:** See attached written report.

Chairman Sturm provided information about the purchase of property at 95 Broad St. which was recommended by the Plan Commission in which Sturm sits on. Sturm noted this is part of the Water St. redevelopment plan.

G. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

Sandra Dabill-Taylor noted she appreciated the clarification on the logistics of Brews on 'Bago, but is still questioning the late submission of the permit application.

H. ADJOURNMENT

Motion by E. Wickman, seconded by B. Adesso to adjourn at 6:24pm. Motion carried.

Staff Reports from the Parks, Recreation, Forestry & Cemeteries Department

May 2023

RECREATION

Summer Preparations

Summer registration is going strong with many of the recreation programs that begin in June already having 50% or more of their max capacity. 17 of the 117 recreation programs are at 90% or more capacity.

Our first Summer staff training is Sunday, May 7. We are continuing to hire for our summer staff positions. We are fully staffed at our Front End position for the Pool, just 2 positions away from fully staffed for Lifeguards, and would like just a couple more Recreation instructors.

Programs

64% of our spring programs that began in May are at 90% enrollment. Archery, Pickleball, and Soccer have begun at full capacity. Many of these classes had waitlists.

Nice weather allowed for Coasting Cohort to carry on with the Menasha Police Bike Patrol at the helm.

The last STEM for Tots program on 5/3 learning about ramps with 8 children registered. This program will continue in the fall.



Family Flips will have its last playtime on Friday May 19th. Group sizes have spanned from 5 adult/child pairings to 22 pairings.



Pool Updates

We are counting down the days until the pool opening! 33% of our swimming lessons are full. Private lesson registration has been streamlined by utilizing RecDesk.

Two lifeguard classes are scheduled (one starting May 19 and the other starting June 3).

We are looking forward to the new swim times of Sensory Swim and Playschool Playtime. These times are geared to highlight our shift towards ensuring accessibility in our offerings.

On Friday, April 28, we celebrated Arbor Day at Barker Farm Park with Rep. Lee Snodgrass, several Council members, representatives from Menasha Utilities, UWO-Fox Cities, and Wisconsin DNR. In honor of our 40th anniversary of our Tree City USA designation, staff and volunteers planted 40 trees.



In addition to our annual Arbor Day ceremony, throughout 2023 we will be commemorating this milestone in various ways that include:

- Trail markers throughout Barker Farm Park recapping the history of our Urban Forestry program
- "Price/Benefit Tags" placed on selected trees throughout our trail system highlighting the economic and environmental impacts of our urban forest
- Tree Hugging Picture Contest

Jefferson Park project

The City recently submitted grant applications to the DNR:

- Recreational Boating Grant for the boat launch for up to \$250,000
- Trails and trail amenities for up to \$250,000 from the Knowles-Nelson Stewardship fund and \$100,000 from the Recreational Trails program (RTP)

Full-Time Staffing

- Currently, the only vacant full-time position open is the Facilities Maintenance Supervisor.
- Welcome to Zach Schaefer who began on April 24 as our new Facilities Tech/Park Laborer. Zach recently relocated to Wisconsin from North Carolina where he worked at County Park Department.

- Welcome to Dylan Wenker who began on March 20 as our Arborist. Dylan is a UW-Stevens Point graduate with an Urban Forestry Degree and is a ISA Certified Arborist. He relocated to Menasha from Madison where he worked for the City of Madison.



PARKS

- All buildings/restrooms are open after winter shut down. Shortly the fountains and all irrigation systems will be up and running (waited because of the cooler temps at night).
- All nets are up for tennis, volleyball and basketball.
- Koslo is prepped for baseball games.
- Repairs at Clovis tennis courts are complete. Mastic was applied in the cracks and tape re-applied where needed.
- Completed restoration around the new shade structure at Hart Park.



POOL

- Staff has the black pool lane line painting complete, along with a few gelcoat touch ups along the joints of the pool slide, thanks to the early higher temps.
- We will start filling the pool May 17th to be open for pool staff training by May 30th. It takes 3 to 4 days to fill and a week to balance the PH, Chlorine, Alkalinity, and Calcium Hardness.



- The City celebrated the opening of the Racine St. Bridge on Wednesday, April 19. City staff continue to work with the DOT as we transition ownership of the bridge. The DOT has coordinated training for the bridge tenders and will continue to work with staff through the break-in period monitoring operations.
- Staff has also continued to communicate with the HarborMaster and seasonal renters regarding navigation through the bridge during this transition period.



Upcoming Programs/Events

- May 16— All City Track and Field; 9:00am
- May 20— Spring into Summer & BlueJay Fest; 10:00am
- June 1— Yoga in the Garden starts; 6:00pm
- June 3—Join us for the Pool Opening; 1:00pm
- June 7—City Carnival; Smith Park 4:30-7:30pm
- June 8— Brews on 'Bago; 5:00pm
- June 14—Splish Splash Bingo; Pool 6:00-7:45pm

CITY OF MENASHA
PERSONNEL COMMITTEE
100 MAIN STREET
APRIL 18, 2023
MINUTES

A. CALL TO ORDER

Meeting called to order by CA Struve at 6:35 p.m.

B. ROLL CALL

PRESENT: Ald. Lewis, Tom Grade, Ted Grade, Ropella, Nichols, Sevenich, Eisenach, Hammond, and Mayor Merkes

ALSO PRESENT: DC Hanchek, AFC Dorn, CDD Schroeder, DPW Jungwirth, FD Sassman, PHD Hutter, PRD Sackett, LD Kopetsky, CA Struve, and Deputy Clerk Neuman

C. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

D. MINUTES TO APPROVE

1. Personnel Committee, 3/20/23

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

Motion carried on voice vote.

E. DISCUSSION / ACTION ITEMS

1. Election of Chairman

CA Struve opened the floor for nominations for Chairman of the Personnel Committee.

Ald. Sevenich nominated Ald. Ted Grade to serve as Chairman of the Personnel Committee.

Having no other nominations, a unanimous ballot was cast for Ald. Ted Grade to serve as Chairman of the Personnel Committee.

2. Election of Vice Chairman

Ald. Ted Grade opened the floor for nominations for Vice-Chairman of the Personnel Committee.

Ald. Sevenich nominated Ald. Nichols to serve as Vice-Chairman of the Personnel Committee.

Having no other nominations, a unanimous ballot was cast for Ald. Nichols to serve as Vice-Chairman of the Personnel Committee.

F. ADJOURNMENT

Moved by Ald. Sevenich seconded by Ald. Tom Grade to adjourn at 6:39 p.m.

Motion carried on voice vote.

Respectfully submitted by:

Valerie Neuman, Deputy City Clerk



MENASHA POLICE COMMISSION MEETING MINUTES

Police Commission President Jim Meinke called the meeting to order March 16, 2023 at 4:01 PM, Menasha Safety Building, 430 First Street, Menasha, Wisconsin

Present: Commissioners James Meinke, Trevor Martin, Nancy Ball, Jerry Jakubek and Debbie Galeazzi, Chief Nick Thorn

Absent: None

Minutes to Approve: Commissioner Ball made a motion to approve the 02/02/23 Meeting Minutes. Commissioner Galeazzi seconded the motion. All Commissioners moved forward with the approval.

Chief's Report/Discussion with Chief Thorn:

Chief Thorn discussed recent events that involved police action. Chief Thorn also discussed recent Potluck style events and the importance of furthering our Community Watch Groups.

Commissioner Galeazzi made a motion to adjourn into closed session. Commissioner Ball seconded the motion. All members were in favor, and the meeting then moved into closed session.

CLOSED SESSION Wisconsin statutes sec 19.85 (1)(c)

Considering the employment, promotion, compensation or evaluating the performance of any employee under the commission's jurisdiction.

-Officer Candidate Interviews

The meeting ended at 7:00pm with Commissioner Galeazzi moving to adjourn the meeting, Commissioner Martin seconding the motion and the group voting to approve.

The next meeting will be held Thursday, May 18, 2022, starting at 4:30 pm at Menasha Safety Building, 430 First Street, Menasha, Wisconsin

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 26, 2023

Draft

Commission **President Allwardt** called the Regular Meeting of the Water and Light Commission to order at 8:00 a.m., with Commissioners **Roy Kordus**, **Don Merkes**, and **Gary Turchan** present on roll call. Also present were **Melanie Krause**, General Manager; **Adam Smith**, Water Utility Manager; **Kristin Hubertus**, Finance Manager; **Steve Grenell**, Engineering Manager; **Paula Maurer**, Customer Service Manager; **Kurt Melchert**, Electric Manager; **Ethan Vanderpoel**, Engineering Technician; and **Tammy Phillips**, Accounting and Administrative Assistant. Also present were Lisa Miotke, ESR and Elizabeth McMasters of CLA, telephonically.

Those absent were: Commissioner Tines

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 22, 2023.
- B. Minutes of the Closed Meeting of March 22, 2023
- C. Approve and warrant the following payments dated March 23-April 26, 2023 in the amount of \$3,874,010.81.
- D. Correspondence as listed:
 - Copy of April bill insert RE: Solar
 - Copy of Home Energy Report
 - Copy of Press Release RE: Funding for LSL Replacement Completion
 - Copy of MEUW Annual Conference Agenda
 - Copy of PSC 2022 Energy Innovation Grant Program
 - Copy of MU April Newsletter

With the presence of Elizabeth McMasters, the New Business, Item VII, 2022 Audit was advanced for discussion.

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

Item V. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes. Purchase order #11051 for roof repairs and water damages at the Broad St. rental property was submitted for approval.

The motion by Comm. Allwardt, seconded by Comm. Turchan was unanimous on roll call to approve the roof repairs and water damage at the rental property on Broad Street in the amount of \$10,280.00.

Item VI. Unfinished Business- There was no unfinished business discussed at this meeting.

Item VII. New Business, 2022 Audit. The audited financial statements were discussed. The Utilities received a clean opinion with no reported instances of non-compliance with its financial statements and ended the year with a positive net position.

Elizabeth McMasters departed at 8:36 a.m.

The motion by Comm. Merkes, seconded by Comm. Kordus was unanimous on roll call to accept the 2022 Audit results.

2022 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.

EV Distribution System Planning – A summary of the projected growth in the Menasha area was presented. Current data shows plenty of capacity to accommodate future EV growth over the next 20 years.

Electric and Water Rate Comparison – A water utility bill and electric rate comparison for Menasha Utilities and surrounding communities was presented.

PFAS Update – Recent test results found Menasha Utilities to be compliant with all current regulations regarding PFAS.

2024 1.5” Meter Purchase – Staff is recommending purchasing surplus meters from the Village of Shorewood at a cost of \$7600, plus adapters from Midwest Meters.

The motion by Comm. Kordus, seconded by Comm. Turchan, was unanimous on roll call to approve the purchase of meters from the Village of Shorewood.

Water Budget Changes – Staff is recommending increasing the valve/hydrant budget from \$18,000 to \$36,000 due to unforeseen repairs.

The motion by Comm. Allwardt, seconded by Comm. Turchan, was unanimous on roll call to approve increasing the valve/hydrant budget to \$36,000.

Staff is also recommending property improvements to the rental property in the amount of \$15,500.

The motion by Comm. Allwardt, seconded by Comm. Turchan, was unanimous on roll call to approve the property improvements in the amount of \$15,500.

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

March Financial and Project Status Reports – Electric consumption was lower than budget by 1.2%. Total revenues were lower than budget and some expenses were higher due to the accounting software conversion and February expenses being posted in March.

Water consumption was within budget by .55% for March. Net operating income was lower than budget due to February expenses being posted in March.

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

Project Reports, Electric Projects – Crews completed the overhead rebuild in the 800 block of Appleton Street. Work continues on the SCADA upgrade and Woodland Lake Cottages.

Water Projects – Crews installed two new valves that failed, 2023 AMI water meters were purchased, work continues on LSL replacement program, and AED equipment was purchased.

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

Item X. A. The motion by Comm. Allwardt, seconded by Comm. Kordus, was unanimously approved on roll call at 9:28 a.m. to convene into Closed Session pursuant to Section (f) of the Wisconsin Statutes for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. RE: FMLA Request

B. Return to Open Session

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.



Harrison Utilities
N8722 Lake Park Rd
Menasha, WI 54952
(920) 989-1062 Option 1

May 18, 2023

Menasha City Center - City Hall
100 Main St Suite 200
Menasha, WI 54952

Re: 2022 Harrison Utilities Consumer Confidence Report

Community Partner,

Harrison Utilities is a public water and sanitary sewer provider, serving portions of the Village of Harrison, City of Menasha, and City of Appleton in Calumet County. As a public utility, dedicated to the health of our consumers, we are required by State and Federal guidelines to publicize information regarding the source and quality of the water provided by Harrison Utilities via a standardized report known as the Consumer Confidence Report (CCR).

In furtherance of our aim to inform our consumers, including residential as well as commercial customers, we are asking that you place copies of the enclosed 2022 Consumer Confidence Report in a public place within your facility so that interested parties may review the information. If you would like additional copies of the report, please email us at office@harrisonutilities.org and we can provide the document to you electronically.

This report will be published in the Post Crescent, placed in public locations, and is available online at www.harrisonutilities.org/ccr. As the Report will not be mailed to each customer directly, your assistance with distributing this information to the public is greatly appreciated.

If you have any questions or concerns, please contact our office using the information listed below.

Thank you,

Brandon Barlow
Utility Accounting Clerk

Enclosure

2022 Consumer Confidence Report Data HARRISON UTILITIES - FKA WAVERLY SD, PWS ID: 40800760

Este informe contiene información importante acerca de su agua potable. Haga que alguien lo traduzca para usted, o hable con alguien que lo entienda.

Dlaim ntawv tshaabzu nuav muaj lug tseemceeb heev nyob rua huv kws has txug cov dlej mej haus. Kuas ib tug paab txhais rua koj, los nrug ib tug kws paub lug thaam.

Water System Information

If you would like to know more about the information contained in this report, please contact Tom Van Zeeland, Systems Operator, at (920) 989-1062 Option 1.

Opportunity for input on decisions affecting your water quality

The Village Board meets the last Tuesday of the month at 6:00 pm at the Village Municipal Building, which is located at W5298 State Rd 114, Menasha, WI 54952.

Health Information

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's safe drinking water hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune systems disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants are available from the Environmental Protection Agency's safe drinking water hotline (800-426-4791).

Source of Water: Purchased Water from Appleton

PWS ID	PWS Name
44503338	APPLETON WATERWORKS

To obtain a summary of the source water assessment please contact, Tom Van Zeeland at (920) 989-1062 Option 1.

Educational Information

The sources of drinking water, both tap water and bottled water, include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally- occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water, which shall provide the same protection for public health.

Definitions

Term	Definition
AL	Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
HA and HAL	HA: Health Advisory. An estimate of acceptable drinking water levels for a chemical substance based on health effects information. HAL: Health Advisory Level is a concentration of a contaminant which, if exceeded, poses a health risk and may

Term	Definition
	require a system to post a public notice. Health Advisories are determined by US EPA.
HI	HI: Hazard Index: A Hazard Index is used to assess the potential health impacts associated with mixtures of contaminants. Hazard Index guidance for a class of contaminants or mixture of contaminants may be determined by the US EPA or Wisconsin Department of Health Services. If a Health Index is exceeded a system may be required to post a public notice.
MCL	Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
MCLG	Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
pCi/l	picocuries per liter (a measure of radioactivity)
ppm	parts per million, or milligrams per liter (mg/l)
ppb	parts per billion, or micrograms per liter (ug/l)
ppt	parts per trillion, or nanograms per liter
ppq	parts per quadrillion, or picograms per liter
PHGS	PHGS: Public Health Groundwater Standards are found in NR 140 Groundwater Quality. The concentration of a contaminant which, if exceeded, poses a health risk and may require a system to post a public notice.
RPHGS	RPHGS: Recommended Public Health Groundwater Standards: Groundwater standards proposed by the Wisconsin Department of Health Services. The concentration of a contaminant which, if exceeded, poses a health risk and may require a system to post a public notice.
SMCL	Secondary drinking water standards or Secondary Maximum Contaminant Levels for contaminants that affect taste, odor, or appearance of the drinking water. The SMCLs do not represent health standards.

Detected Contaminants

Your water was tested for many contaminants last year. We are allowed to monitor for some contaminants less frequently than once a year. The following tables list only those contaminants which were detected in your water. If a contaminant was detected last year, it will appear in the following tables without a sample date. If the contaminant was not monitored last year, but was detected within the last 5 years, it will appear in the tables below along with the sample date.

(Report Continued on the Next Page)

Disinfection Byproducts

Contaminant (units)	Site	MCL	MCLG	Level Found	Range	Violation	Typical Source of Contaminant
HAA5 (ppb)	H-10	60	60	19	14 - 26	No	By-product of drinking water chlorination
TTHM (ppb)	H-10	80	0	39.7	28.6 - 46.3	No	By-product of drinking water chlorination
HAA5 (ppb)	T-1	60	60	17	10 - 24	No	By-product of drinking water chlorination
TTHM (ppb)	T-1	80	0	36.3	20.0 - 46.4	No	By-product of drinking water chlorination

Inorganic Contaminants

Contaminant (units)	Action Level	MCLG	90th Percentile Level Found	# of Results	Sample Date (if prior to 2022)	Violation	Typical Source of Contaminant
COPPER (ppm)	AL=1.3	1.3	0.0771	0 of 20 results were above the action level.	8/14/2020	No	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
LEAD (ppb)	AL=15	0	0.00	0 of 20 results were above the action level.	8/12/2020	No	Corrosion of household plumbing systems; Erosion of natural deposits

Additional Health Information

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Harrison Utilities - Fka Waverly Sd is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may

wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at www.epa.gov/safewater/lead.

Purchased Water

Our water system purchases water from APPLETON WATERWORKS. In addition to the detected contaminants listed above, these are the results from APPLETON WATERWORKS.

Appleton Water Treatment Facility - *Safe Water on Tap*

The table below identifies the regulated substances detected in the 2022 Appleton water regulatory testing. Every regulated substance that is detected, even in trace amounts, is listed here. The levels detected for these contaminants were all below levels allowed by state and federal regulations in 2022.

Contaminant (units)	MCL	MCLG	Level Found	Range	Violation	Typical Source of Contaminant
Atrazine (ppb) (2020)	3	3	0.1	0.0-0.1	None	Runoff from herbicides used on row crops.
Barium (ppm)	2	2	0.005	0.005	None	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
Fluoride (ppm)	4	4	0.7	0.7	None	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories. SMCL = 4.0 ppm
Hexachlorocyclopentadiene (ppb) (2020)	50	50	0.0	0.0-0.0	None	Discharge from chemical factories.
Metolachlor (Dual)(ppb) (2020)	n/a	n/a	0.03	0.03-0.03	None	n/a
Nitrate (NO3-N) (ppm)	10	10	0.13	0.13	None	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Radium (226 + 228) (pCi/l) (2020)	5	0	0.71	0.33-0.38	None	Erosion of natural deposits
Sodium (ppm)	n/a	n/a	13	13	None	n/a
Combined Uranium (ppb) (2020)	30	0	0.4	0.4	None	Erosion of natural deposits.
Contaminant (units)	SMCL	PHGS	Level Found	Range	Violation	Typical Source of Contaminant
Sulfate (ppm) (2020)	250	n/a	36	36	None	Runoff/leaching from natural deposits, industrial wastes
Aluminum (ppm) (2020)	0.05	0.2	0.04	0.04	None	Runoff/leaching from natural deposits
Chloride (ppm) (2020)	250	n/a	21	21	None	Runoff/leaching from natural deposits, road salt, water softeners

(Report Continued On the Next Page)

PFAS Contaminants with a Recommended Health Advisory Level

Perfluoroalkyl and polyfluoroalkyl substances (PFAS) are a large group of human-made chemicals that have been used in industry and consumer products worldwide since the 1950's. The following table list PFAS contaminants which were detected in your water and that have a Recommended Public Health Groundwater Standard (RPHGS) or Health Advisory Level (HAL). There are no violations for detections of contaminants that exceed the RPHGS or HAL. The RPHGS are levels at which concentrations of the contaminant present a health risk and are based on guidance provided by the Wisconsin Department of Health Services.

Typical Source of Contaminant	Drinking water is one way that people can be exposed to PFAS. In Wisconsin, two-thirds of people use groundwater as their drinking water source. PFAS can get in groundwater from places that make or use PFAS and release from consumer products in landfills				
Contaminant (units)	Water Plant Site	RPHGS or HAL (PPT)	Level Found	Range	Sample Date (if prior to 2022)
PFBS (ppt)	EP-81	450000	0.62	0.62	NA
PFHXS (ppt)	EP-81	40	0.45	0.45	NA
PFHXA (ppt)	EP-81	150000	1.10	1.10	NA
PFOS (ppt)	EP-81	20	0.85	0.85	NA
PFOA (ppt)	EP-81	20	1.20	1.20	NA

Monitoring Violations

We are required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not your drinking water meets health standards. During the compliance period noted in the table below, we did not complete all monitoring or testing for the contaminant(s) noted, and therefore cannot be sure of the quality of your drinking water during that time.

Description	Contaminant Group	Sample Location	Compliance Period Beginning	Compliance Period Ending
Chem M/R – Reg – No Regular Samples	Fluoride	Distribution System	5/1/2022	5/31/2022
Chem M/R – Reg – No Regular Samples	Fluoride	Distribution System	6/1/2022	6/30/2022

Actions Taken

Public Notice in the Appleton Post Crescent. DNR Number 90848765. Published 8/29/2022.

Turbidity Monitoring

In accordance with NR 810.29, Wisconsin Administrative Code, the treated surface water is monitored for turbidity to confirm that the filtered water is less than or equal to 0.3 NTU in at least 95 percent of the measurements taken each month and never exceeds 1 NTU. In 2022, the highest single entry point turbidity measurement was 0.10 NTU. The lowest monthly percentage of samples meeting the turbidity limits was 100 percent.

Unregulated Compound Monitoring Requirement

Unregulated contaminants are those for which the USEPA has not established drinking water standards. The purpose of unregulated contaminant monitoring is to assist the USEPA in determining the occurrence of unregulated contaminants in drinking water and whether future regulation is warranted. The Appleton Water Utility participated in this monitoring. See the Water Utility website and follow the URL for more information:

<https://www.appleton.org/home/showdocument?id=22501>



Help Bird Keep Sidewalks Clear!

If you see a Bird that's blocking the public right of way, please let us know. There are several ways to alert Bird when there's an issue. You can:



Open Your App

In the bottom left corner of the Bird mobile app, click on the Community Mode icon ⚠️ and file a report. This sends an immediate action alert to our Operations team.



Email Us

General Support Email: hello@bird.co
Send us an email with details of the location to file a report with our Operations team.



Call Us

Our 24/7 support line +1 (866) 205-2442
Our support line is here to help resolve any reports quickly and efficiently.

Cleaner air. Less traffic. More joy.



+1 (866) 205-2442 · hello@bird.co





Renew Our Waters

Every choice counts.

POWER WASHING

To keep our waters clean keep your dirty water out.

Wash water from power washing activities may contain a large amount of oil, grease, chemicals, dirt and detergents. Disposing of these materials into storm drains causes serious ecological problems and is PROHIBITED by law. You could be given a citation or fined for discharging pollutants to the storm drain system.

TRY IT DRY

Instead of pressure washing, use dry methods such as mops, brooms, rags or wire brushes to clean pavement, buildings and equipment as much as possible.

Before you start, set up sandbags or other barriers to direct wash water onto grass or gravel.

PREPARING FOR POWER WASHING

Before you start, set up sandbags or other barriers to direct wash water onto grassy or gravel areas where the water will soak into the ground instead of run off into the road.

JUST ENOUGH FOR THE JOB

Minimize water by using high pressure, low volume nozzles. Use the minimal amount and least toxic detergents and degreasers you will need to get the job done. Use a mop or rags to clean heavily soiled areas before power washing.

UNDERSTANDING "BIODEGRADABLE"

"Biodegradable" is a popular marketing term that can be misleading. Because a product is labeled as biodegradable does not mean that it is non-toxic. Some products are more toxic than others, but NONE are harmless to aquatic life. Soapy water entering the storm drain system will impact the aquatic environment in our local lakes, streams and rivers.

WASHING YOUR VEHICLE

Wash vehicles and equipment on grassy or gravel areas so that the wash water can seep into the ground. If the ground is very dry, wet it first so the wash water soaks in and does not run off into the storm drain.

Stormwater is rain or snowmelt and water from things people do, like overwatering the lawn or letting fertilizer fall into the street drain. We can choose products carefully and shape our lawns and pavement so water sinks in. When we do, runoff is reduced, pollutants filter out and streams and groundwater are protected.

Untreated runoff is the biggest threat to our nation's water quality, according to the U.S. Environmental Protection Agency. Let's make the small, important changes that will reduce that threat and improve water quality and our lives!

Realize

What touches the ground enters the water

Pollinator Week



June 19-25, 2023

WHEREAS, pollinator species such as birds and insects including thousands of species of bees are essential partners of farmers and ranchers in producing much of our food supply; and

WHEREAS, pollination plays a vital role in the health of our national forests and grasslands, which provide forage, fish and wildlife, timber, water, mineral resources, and recreational opportunities as well as enhanced economic development opportunities for communities; and

WHEREAS, the City of Menasha manages parks, public landscaping, and other public lands including greenways and wildlife habitats that are dependent on pollinators.

WHEREAS, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities.

NOW, THEREFORE, IT BE PROCLAIMED, that I Donald Merkes, Mayor of the City of Menasha, do hereby proclaim June 19-25, 2023 to be:

Pollinator Week

in the City of Menasha

and encourage citizens to avoid unnecessary use of pesticides and to nurture habitats that promote the vitality of pollinators and restoration of their populations.



Dated this 19th day of June, 2023

A blue ink signature of Donald Merkes, Mayor of Menasha.

Donald Merkes, Mayor



MEMORANDUM

To: Common Council

From: Megan Sackett, Parks & Recreation Director/ms

Date: May 30, 2023

RE: B.A.S.S. Nation Northern Regional Fishing Tournament

The City of Menasha will be hosting the Northern Regional of the 2023 TNT Fireworks B.A.S.S. Nation series at Jefferson Park from June 28-30. This event is one of five regional tournaments being held in the country will bring hundreds of people to the area with 80-90 boats participating in the multi-day event. For the upcoming tournament, we anticipate 180 anglers participating from 9 states along with 8 out-of-state tournament administrators. With practice days from June 25-27 and competition from June 28-30, the Fox Cities Visitor and Convention Bureau is expecting the average night stay to be 5 days per attendee with an estimated economic impact of this event will be \$185,920.

Director Sackett has been working with tournament organizers from BassMaster and staff from the Fox Cities Visitors and Convention Bureau to coordinate event logistics. We have also worked with Menasha Police to create an operations plan that would accommodate the needs of the event with easy access for loading and unloading while minimizing impact to park patrons and daily operations. To ensure safety of the participants and efficiency of the event, there will be limited access to the Jefferson Park Boat Launch during periods of this event. PRD Sackett indicated communication has been shared with those that purchase seasonal boat launch passes and signage will be posted at the launch indicating there will be limited boat launch access during the days of the tournament.

For official announcement of the event:

<https://www.bassmaster.com/b-a-s-s-nation/news/b-a-s-s-nation-2023-regional-championship-schedule-announced/>

CITY OF MENASHA
COMMON COUNCIL
100 MAIN STREET
May 15, 2023
MINUTES

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:02 p.m.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

PRESENT: Ald. Ted Grade, Ropella, Nichols, Eisenach, Sevenich, Hammond, Lewis, Tom Grade

ALSO PRESENT: PC Thorn, FC Kloehn, CDD Schroeder, DPW Jungwirth, FD Sassman, PHD Hutter, PRD Sackett, LD Kopetsky, CA Struve, Mayor Merkes, Deputy Clerk Neuman

D. PUBLIC HEARING

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

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

Minutes to receive:

- a. Administration Committee, 4/18/23
- b. Board of Public Works, 5/1/23
- c. Housing Authority, 4/24/23
- d. Plan Commission, 5/2/23

Communications:

- e. Public Works Week Proclamation
- f. Letter Carriers' Stamp Out Hunger Food Drive Proclamation
- g. Fox Cities Regional Partnership Quarter 1 Report
- h. Water Street & Barlow Street Corridor Engineering/Planning Efforts
- i. Main Street Bounce Back Program Results
- j. COVID-19 Data Summary & End of Public Health Emergency

Ald. Sevenich seconded by Ald. Ropella to approve minutes and communications a-j.
Motion carried on voice vote.

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

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

Dan Evans 859 Lotus Trail, Menasha; commented on the landscaping/invasive plant issues with neighbor, commented on Low/No Mow May initiatives and alderpersons' participation.

Eli Wickman 700 Tenth Street; commented on Low/No Mow May initiatives, indicating that they instill a strong anti-monoculture, providing healthy competition for lawn flora.

CONSENT AGENDA

Minutes to approve:

1. Common Council, 5/1/23

Board of Public Works, 5/1/23, Recommends Approval of:

2. Street Use Application – Grunski Runski; Saturday, September 30, 2023; 6:00am-11:30am; Menasha Parks & Recreation
3. Racine Street Reconstruction Real Estate Acquisition Services Award

4. Payment – Donald Hietpas & Son Construction, Inc; MCM 09-22-00335; 2023 Sanitary Sewer & Water Main Reconstruction; \$143,846.15 (Payment No. 2)
5. Tayco Street Bridge Operations Agreement

Ald. Sevenich requested to vote on each item separately.
Mayor Merkes ruled the motion germane.

G. ITEMS REMOVED FROM THE CONSENT AGENDA

1. Moved by Ald. Sevenich seconded by Ald. Ted Grade to approve Consent Agenda Item 1, Minutes of Common Council, 5/1/23.
Motion carried on voice vote.
2. Moved by Ald. Sevenich seconded by Ald. Ted Grade to approve Consent Agenda Item 2, the Street Use Application for the Grunski Runski, which is on Saturday, September 30, 2023 from 6:00am-11:30am, through the Menasha Parks & Recreation.
Motion carried on roll call 8-0.
3. Moved by Ald. Sevenich seconded by Ald. Nichols to approve Consent Agenda Item 3, to award the real estate acquisition services contracts to Jewell Associates Engineers, Inc. for the Racine Street (Third Street to Ninth Street) Reconstruction Project not to exceed \$116,626.17 plus any additional appraisal reviews and services required to complete the project.
Motion carried on roll call 8-0.
4. Moved by Ald. Sevenich seconded by Ald. Nichols to approve Consent Agenda Item 4, the payment to Donald Hietpas & Son Construction, Inc. for contract MCM 09-22-00335 2023 Sanitary Sewer & Water Main Reconstruction for the amount of \$143,846.15 (Payment No. 2).
Motion carried on roll call 8-0.
5. Tayco Street Bridge Operations Agreement
Moved by Ald. Nichols seconded by Ald. Tom Grade to approve Consent Agenda Item 5, the Tayco Street Bridge Operations Agreement with DOT fiscal year 2024.
Motion carried on roll call 8-0.

6. ACTION ITEMS

- a. Accounts payable and payroll for the term of 4/28/23 - 5/11/23 in the amount of \$1,006,159.86

Moved by Ald. Nichols seconded by Ald. Hammond to approve accounts payable and payroll for the term of 4/28/23 - 5/11/23 in the amount of \$1,006,159.86.
Motion carried on roll call 8-0.

- b. Beverage Operators License Application for the 2021-2023 Licensing Period

Ald. Eisenach addressed Mayor and stated she wished to abstain from this item due to being an existing liquor license holder within the City limits; Eisenach left Council Chambers before discussion ensued.

Ald. Nichols seconded by Ald. Tom Grade moved to deny the beverage operator license based on the guidelines established by the Common Council for the 2021-2023 licensing period.

Chief Thorn commented on City of Menasha Operator License Guideline #3, which supported denying the application due to background check findings, which supported the recommendation to deny the operator license.

Thomas DeBruin, the applicant stated he currently holds two (2) other operator licenses in other Wisconsin municipalities and should not be penalized for past faults he has learned from.
Motion carried on roll call 7-2.
Ald. Lewis and Tom Grade voted no.

Ald. Eisenach returned after the roll call vote and discussion for action item completed.

c. Water Street Corridor Project Property Acquisition – 95 Broad Street

Moved by Ald. Tom Grade and seconded by Ald. Sevenich to approve the acquisition of 95 Broad Street, considering the property is a crucial gateway to connect the City of Menasha downtown to the existing Trestle/Loop the Lake Trail System and finding it in the best interest of the City to implement the Water Street corridor project at the purchase price of \$200,000.00 and the City to pay for all closing costs.
Motion carried on roll call 8-0.

d. CivicPlus (Municode) Proposal and Proposed Statement of Work (SOW)

Moved by Ald. Nichols and seconded by Ald. Hammond to approve the recodification with Municode (CivicPlus) and execution of Proposed Statement of Work (SOW), total cost not to exceed \$23, 991.50.

Staff provided an overview regarding the purpose of the purchase request:

General discussion ensued on:

- Ease of use for finding topics referenced throughout City's Municipal Code
- Ease of use for cross-referencing topics featured in agendas and minutes
- Recurring annual fee for hosting Municipal Code on codifier's website
- Providing uniformity in language and formatting throughout municipal code
- Accessibility of updates to municipal code within 24-hours of adoption as a supplement; providing quarterly code integration updates
- Timeline for implementation costs; annual recurring service costs
- Software models transitioning to subscription-based models
- Neighboring communities who utilize online-hosted code products

Motion carried on roll call 8-0.

7. HELD OVER BUSINESS

8. ORDINANCES AND RESOLUTIONS

9. APPOINTMENTS

a. Council Appointments

i. Council appointment of Valerie Neuman as City Clerk for the term of 5/15/23 – 4/15/24
Moved by Ald. Ted Grade seconded by Ald. Sevenich to approve and appoint Valerie Neuman as the City Clerk for the City of Menasha, effective immediately, for the remainder of the open term through April, 2024.
Motion carried on roll call 8-0.

b. Mayoral Appointments

i. Mayoral appointment of Claire Holzschuh to the Fox Valley Transit Commission
Moved by Ald. Nichols seconded by Ald. Sevenich to approve the appointment of Claire Holzschuh to the Fox Valley Transit Commission.
Motion carried by voice vote.

ii. Mayor's reappointment of Travis MacDonald as Weed Commissioner for the term of 5/15/23 – 5/15/24

Moved by Ald. Ropella seconded by Ald. Tom Grade to approve the reappointment of Travis MacDonald as Weed Commissioner for the term of 5/15/23 - 5/15/24.

Motion carried by voice vote.

iii. Mayor's reappointment of Anastasia Horan to the Landmarks Commission for the term of 5/15/23 – 3/1/26

Moved by Ald. Tom Grade seconded by Ald. Nichols to approve the reappointment of Anastasia Horan to the Landmarks Commission for the term of 5/15/23 - 3/1/26.

Motion carried by voice vote.

iv. Mayor's reappointment of Jennifer Sassman to the Fox Cities Area Room Tax Commission for the term of 6/1/23 – 5/31/24

Moved by Ald. Sevenich seconded by Ald. Tom Grade to approve the reappointment of Jennifer Sassman to the Fox Cities Area Room Tax Commission for the term of 6/1/23 - 5/31/24.

Motion carried on voice vote.

10. CLAIMS AGAINST THE CITY

11. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

Dan Evans 859 Lotus Trail, Menasha; commented recent purchase of 95 Broad Street the recent purchased property by the City of Menasha. He also inquired how to contact the reappointed Weed Commissioner.

12. ADJOURNMENT

Moved by Ald. Tom Grade, seconded by Ald. Ropella to adjourn at 7:00 p.m.

Motion carried on voice vote.

Respectfully submitted by:
Valerie Neuman, City Clerk

CITY OF MENASHA
SPECIAL COMMON COUNCIL
100 MAIN STREET - ROOM 207
May 22, 2023
MINUTES

A. CALL TO ORDER

Meeting called to order by Council President Seventh at 10:00 a.m.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

PRESENT: Ald. Ropella, Nichols, Sevenich, Eisenach, Hammond, Lewis, and Ted Grade

ABSENT: Ald. Tom Grade, Mayor Merkes

ALSO PRESENT: PC Thorn, CA Struve and Clerk Neuman

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

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

Sandra DaBill-Taylor, 545 Broad Street Menasha; commented on the MACs liquor license renewal, City staff, City-sponsored and endorsed special events which apply for special permits, ensuring compliance of city ordinance of boat trailers and vehicle parking at Jefferson Park, lack of street signage at Broad Street, communication of the City's recycling schedule, and the new City Clerk appointment.

E. ACTION ITEMS

1. Class "B" Fermented Malt Beverage License Application for Menasha Athletic Association (MACs), Thomas Konetzke-Agent, Koslo Park Concession Stand, May 22, 2023 to October 31, 2023

Moved by Ald. Nichols, seconded by Ald. Ted Grade to approve the Class "B" Fermented Malt Beverage License for the 6-month licensing year for Menasha Athletic Association, with a licensed premise of the concession stand at Koslo Park, 1200 Geneva Road, Menasha, for Application May 22, 2023 to October 31, 2023.

Staff provided an overview on the reasoning behind the requirement of approving this license earlier than the other annual applicants.

Motion carried on roll call 7-0.

F. ADJOURNMENT

1. Moved by Ald. Ted Grade seconded by Ald. Nichols to adjourn at 10:17 a.m.

Motion carried on voice vote.

Respectfully submitted by:
Valerie Neuman, City Clerk



City of Menasha

Special Event Application

Date Rec'd	5/10/2023
Fee Rec'd	na
Ins. Rec'd	

EVENT INFORMATION – SECTION 1

Permit Fee: A \$25 Special Event Administrative Fee plus a Street Use Application Fee of \$25 (if applicable) must be submitted with the application at least 60 days prior to your event. Please make checks payable to City of Menasha. These fees are NON-REFUNDABLE

Event Name Community Fest Parade of Lights

Sponsoring Organization City of Menasha and City of Neenah

Organization Address 100 Main Street, Suite 200, Menasha, 54952

Event Facilitator/Responsible Person Megan Sackett

Email msackett@menashawi.gov Phone (920)967-3640

Event Location 30 + unit parade starting in Neenah and ending in Menasha

Date of Event (list each date if a multi-day event) July 3, 2023

Event Set-up Time _____ Event Start Time 9:00pm Event End Time 10:15pm

Total Anticipated Attendance _____

Street/ Route/ Description of Use (please attached a detailed map; Map MUST include: Exact location, route/street closure (if applicable), Barricade placement, etc.)

starts in Neenah, north on Washington to Main Street (Menasha), east on Main to Milwaukee, north on Milwaukee to First Street, east on First Street, end near library

Event Activities (List the event activities to take place):

INSURANCE – SECTION 2

Liability Insurance must be secured and the City of Menasha named as an additional insured on the Certificate of Liability Insurance AND the endorsement. This is primary insurance.

Name of Insurance Company CVMIC Policy Number _____

Email _____ Phone _____

Applicant Signature M. Sackett Date 10 May 2023

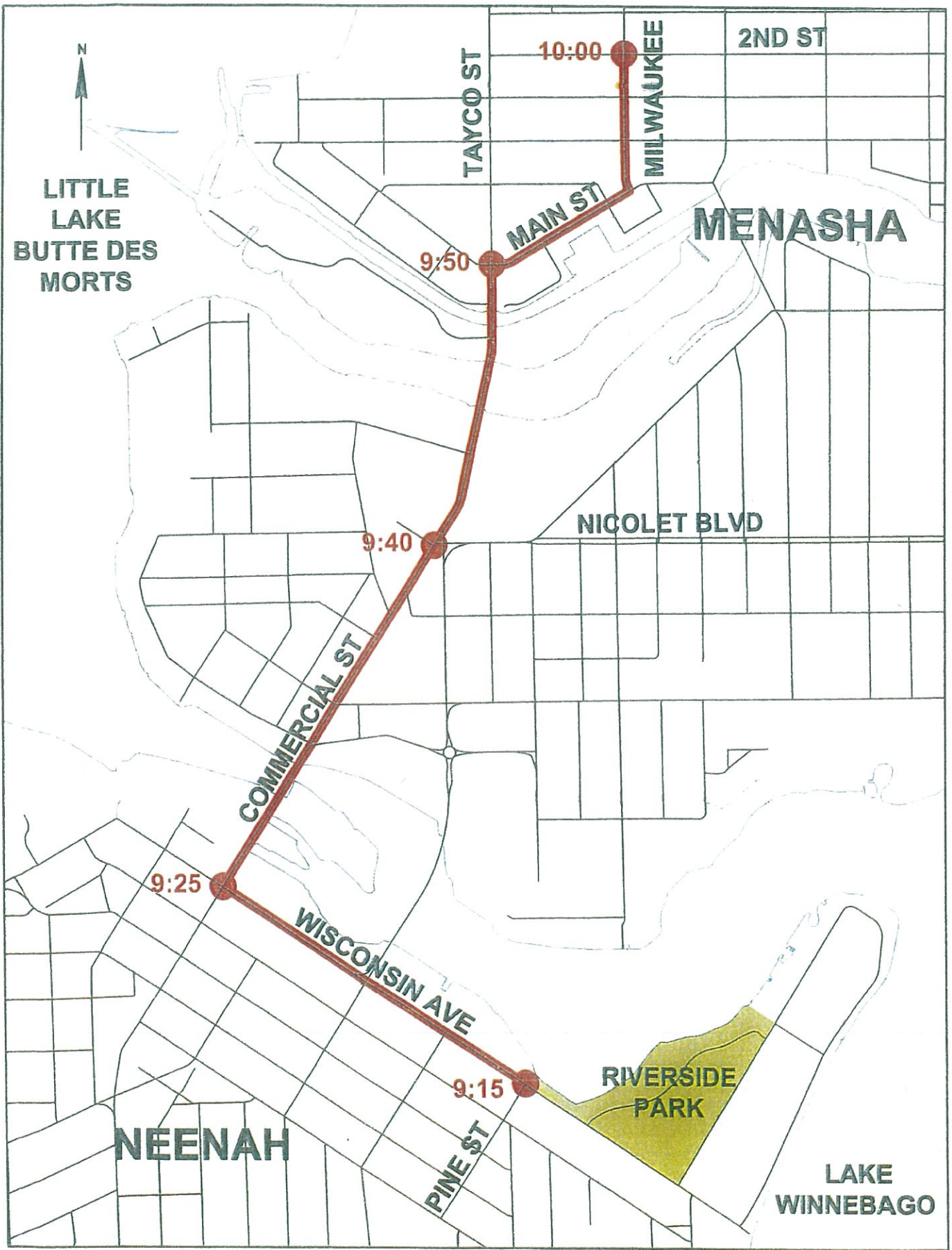
STAFF USE ONLY

Scheduled Board of Public Works Review Date: May 15th, 2023

Scheduled Parks & Recreation Board Review Date: na

Scheduled Common Council Review Date: JUNE 5, 2023

Staff Approval: Police Dept. [initials] Fire Dept. [initials] Public Works Dept. [initials] City Attorney [initials]





City of Menasha

Special Event Application

Date Rec'd	4.24.23
Fee Rec'd	_____
Ins. Rec'd	_____

EVENT INFORMATION – SECTION 1

A \$25 Special Event Administrative Fee plus a Street Use Fee of \$25 (if applicable) must be submitted with the application at least 60 days prior to your event. Please make checks payable to City of Menasha.

Event Name Midwest Sunsplash Total Anticipated Attendance 1000

Sponsoring Organization Youth Go

Organization Address 213 Nicolet Blvd. Neenah, WI 54956

Event Location Curtis Reed Square

Date of Event (list each date if a multi-day event) July 21 and July 22, 2023

Event Set-up Time FRI - 3pm SAT - 7am Event Start Time 5pm 12pm Event End Time 11pm 11pm

EVENT COORDINATOR – SECTION 2

Please list the main contact for questions pertaining to your event. Any other individuals authorized to speak with City Staff regarding your event and/or its billing should also be listed. At least one of the contacts listed MUST be on site at the event during all event operating hours.

Event Facilitator/Responsible Person Timothy Chappa

Email timothy@youthgo.org Phone (920) 722-1435 / (920) 203-6311

Additional Event Coordinator Name Kay Halbrook

Email kaylynhalbrooke@gmail.com Phone (920) 944-4302

What type(s) of activities will be part of your event (please check all that apply):

- Amplified Music
- Baseball/Softball Tournament
- Food Trucks
- Parade or Run/Walk Event
- Sell Concessions/Food other than Food Trucks
- Amusement Rides and/or Inflatables
- Fireworks
- Open to the Public
- Sell Beer/Fermented Malt Beverages/Wine
- Set Up Temporary Tent/Structure
- Other _____

Describe any Street Use your event will require. (Please attach a detailed map; Map MUST include exact location of event, route/street closure (if applicable), barricade placement, etc.)

close Chute Street from Main to the entrance of Riverview Plaza parking lot entrance.
close Milwaukee street from Main to the back of the Riverview Plaza building



City of Menasha

Special Event Application

ADDITIONAL QUESTIONS – SECTION 6

Parks and Recreation Department – (920) 967-3640

100 Main Street, Suite 200 (2nd Floor), Menasha, WI 54952

Email: lwalbrun@menashawi.gov

1. Will you be reserving a park? Yes No
 Confirm your requested date with the Parks/Rec Department as soon as possible to ensure facility availability.
2. Will you be selling alcoholic beverages? Yes No
 All multi-day events and events which plan to sell beer and/or wine to the public must also appear before the Parks and Recreation Board.

Menasha Police Department – (920) 967-3500

430 First Street, Menasha, WI 54952

Email: ahanchek@menashawi.gov

3. Event Coordinator will need to submit a plan for emergency situations.
 If you do not have a plan, one will be provided to you to sign and submit with a map.
4. Does your event require traffic control or services provided by our Police Department? Yes No

Public Works Department – (920) 967-3610

100 Main Street, Suite 200 (2nd Floor), Menasha, WI 54952

Email: kbelow@menashawi.gov

5. Will you be using City streets or other public right of way? Yes No
 Please submit the \$25 Street Use Fee with your special event paperwork. Street Use requires Board of Public Works and Common Council approval. You (or a representative for your event) will be required to attend a Common Council meeting to answer any questions regarding this potential street closure. Please be aware the entire approval process may take more than 60 days.
6. Does your event require street closure? Yes No
 If your event requires street closure, barricade and signage requests will be discussed at a Special Events Meeting. This information will be noted on a Fee Schedule and Breakdown Worksheet. Special Events requesting street closures require Council approval. It is highly recommended that information regarding your event is not published or advertised until you have received Common Council approval.
- PLEASE NOTE: If you are requesting a street closure, it is also your responsibility to notify residents and businesses (including Gold Cross and Valley Transit) that are directly affected (we can provide a sample "Notification of Request to Close a City Street") This will need to be done at least 7 days prior to your appearance at the required Common Council meeting. Event Holder to submit one copy of the completed notification to the Director of Public Works.

Neenah-Menasha Fire Department – (920) 967-3640

125 E. Columbian Avenue, Neenah, WI 54956

Email: adorn@nmfire.org

7. Will there be fireworks at your event? Yes No
8. Will you be putting up a tent? Yes No

Clerk's Office – (920) 967-3603

100 Main Street, Suite 200 (2nd Floor), Menasha, WI 54952

Email: hkrautkramer@menashawi.gov

9. Will you be serving beer or wine? Yes No
10. Will there be inflatables or carnival rides at your event? Yes No

Health Department – (920) 967-3522

100 Main Street, Suite 100 (1st Floor), Menasha, WI 54952

Email: tdrew@menashawi.gov

11. Will you or vendors at your event be selling or serving food? Yes No

INSURANCE – SECTION 3

A Certificate of Liability Insurance and Endorsement, each naming the City of Menasha as additional insured, must be submitted with your completed Special Events Application in order for your event to be considered for approval by the Board of Public Works and the Common Council. This is your primary insurance.

Name of Insurance Company LLOYDS SYNDICATE 2623 Policy Number AA-1128623
Email MIDWESTSUNSPLOACH@YAHOO.COM Phone (920)378-1788
Applicant Signature [Signature] Date 4/25/23

PERSON, GROUP, CLUB OR ORGANIZATION TO BE INVOICED – SECTION 4

Please complete this section if the information is different from what you entered in Sections 1 and 2.

Person or Organization Name Youth Go
Address 213 Nicolet Blvd.
City Neeah, WI State WI ZIP Code 91956
Email melissa@youthgo.org Phone (920) 722-1435

HOLD HARMLESS AGREEMENT – SECTION 5

I agree to hold the City of Menasha harmless from any claim for damage or injury arising out of our activities in connection with the date of this event. I further understand this agreement to indemnify is for any and all liability of the City of Menasha, including costs of defense and attorneys' fees, including: Damage or injury caused in part by the City's negligence, unless I demonstrate by clear and convincing evidence, that such damage or injury was caused solely by the City's negligence. I further agree to exercise due care in the preservation of the premises. I further agree to pay for all damages to park property or grounds beyond what the Department determines to be normal wear and tear. I further agree that I will ensure compliance with all rules, regulations, or ordinances applicable to the use of City of Menasha parks and choose not to negotiate any terms of this agreement.

Applicant Signature [Signature] Date 4/25/23

Completed applications can be mailed to or dropped off at: Menasha City Center, 100 Main Street, Suite 200, Menasha, WI 54952 or e-mailed to lwalbrun@menashawi.gov. For any questions regarding this application or the permitting process, contact Lori in Parks and Recreation at (920) 967-3640.

STAFF USE ONLY

Scheduled Parks & Recreation Board Review Date: 6.13.23
Scheduled Board of Public Works Review Date: May 15, 2023
Scheduled Common Council Review Date: June 19, 2023
Staff Approval: Police Dept. [Signature] Fire Dept. [Signature] Public Works Dept. [Signature] City Attorney [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2023

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

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

PRODUCER Rice Insurance Services of The Valley Inc. Ralph Rice 2100 S Kensington Dr Ste7 Appleton WI 54915		CONTACT NAME: Ralph Rice PHONE (A/C, No, Ext): (920) 731-3200 E-MAIL ADDRESS: totalinsurance@newbc.rr.com FAX (A/C, No):	
INSURED Midwest Sunsplash Pita Katobalavu PO Box 221 Menash WI 54952		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds Syndicate 2623 INSURER B: Lloyds Syndicate 623 INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # AA-1128623 AA-1126623	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	EH-771323-L3246353	07/21/2023 12:01 AM	07/23/2023 12:01 AM	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (other than fire)	\$ 1,000,000	
	Host Liquor Liability						MED EXP (Any one person)	\$ 10,000	
	<input checked="" type="checkbox"/> Retail Liquor Liability						PERSONAL & ADV INJURY	\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								Deductible	\$ 1,000
AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ANY AUTO								BODILY INJURY (Per person)	\$
<input type="checkbox"/> OWNED AUTOS ONLY								BODILY INJURY (Per accident)	\$
<input type="checkbox"/> HIRED AUTOS ONLY								PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/> SCHEDULED AUTOS									\$
<input type="checkbox"/> NON-OWNED AUTOS ONLY									\$
UMBRELLA LIAB								EACH OCCURRENCE	\$
<input type="checkbox"/> OCCUR								AGGREGATE	\$
EXCESS LIAB									\$
<input type="checkbox"/> CLAIMS-MADE									\$
DED									\$
RETENTION \$									\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								PER STATUTE	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N						OTHER	
If yes, describe under DESCRIPTION OF OPERATIONS below		N/A						E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

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

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13.
 Attendance: 1500, Event Type: Festival & Cultural Event - Outdoor.

CERTIFICATE HOLDER**CANCELLATION**

City of Menasha c/o City Clerk 140 Main St Menash WI 54952	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ralph Rice
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

<p>Name of Additional Insured Person(s) or Organization(s):</p> <p>City of Menasha c/o City Clerk 140 Main St Menash, WI 54952</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. in the performance of your ongoing operations; or
- 2. in connection with your premises owned by or rented to you.

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. required by the contract or agreement; or
- 2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- Will send over detailed map once finalized (would be good to get detailed event map prior to meeting)



— barricades

- Suggested to send out suggested parking areas for their website



Memorandum

Date: May 15, 2023
To: Administration Committee
From: Valerie Neuman, Deputy 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 for 2023-2024.

April 17, 2023

City of Menasha
100 Main Street Ste 200
Menasha, WI 54952

Dear City Clerk,

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	\$1.0174	\$.8037
2	19.36	\$2.1458	\$1.6952
3	29.54	\$3.2742	\$2.5866
4	39.73	\$4.4026	\$3.4781
5	49.91	\$5.5310	\$4.3695
6	60.09	\$6.6594	\$5.2610

Newspapers to be circulated in this geographic area: 14,574

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

Thank you for the opportunity to serve your community.

Sincerely,
Tara Hamm
Director- Public Notices

City of Menasha Disbursements

Weekly Accounts Payable	05/12/23 - 06/01/23 Checks # 78002-78205	\$1,651,122.77
	Void Check 76692	(\$438.33)
	Void Check 71603	(\$12.28)
	Void Check 73022	(\$195.00)
Bi-Weekly Payroll	05/18/23	\$261,008.18
Bi-Weekly Payroll	06/01/23	\$230,497.51

Additional Regular Cycle Accounts Payables -Paid Electronically

NSF	05/15/23	\$40.00
Bank Fees	05/15/23	\$75.00
Delta Dental	05/17/23	\$534.00
Community First CU-Payroll Deduction	05/18/23	\$669.50
Employee Benefits-Flex Spending	05/18/23	\$4,657.95
Wisconsin Deferred Compensation	05/19/23	\$8,546.84
Nationwide Deferred Compensation	05/19/23	\$3,617.50
Investment Transfer	05/23/23	\$1,250,000.00
Delta Dental	05/24/23	\$1,248.40
Federal Tax Withholding	05/24/23	\$98,042.36
Home Depot ACH	05/26/23	\$339.44
Sales Tax	05/29/23	\$290.61
Employee Trust Funds -WRS	05/30/23	\$152,988.51
FSA HRA Admin Fees	05/30/23	\$696.47
State Tax Withholding	05/30/23	\$45,486.91
Delta Dental	05/31/23	\$2,367.70
Community First CU-Payroll Deduction	06/01/23	\$669.50
Employee Benefits-Flex Spending	06/01/23	\$4,542.57
		\$ 1,574,813.26
Total		\$3,716,796.11

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

<i>Craig Pearson</i>	06/01/23
Craig Pearson	Date
Finance Manager	

Notes:

- 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: 5/18/2023

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ACCURATE	78002	5/18/2023	2305548	731-1022-541.30-18	78.79	PARTS
		5/18/2023	2305550	731-1022-541.30-18	192.10	PARTS
		5/18/2023	2305817	731-1022-541.30-18	95.80	SUPPLIES
	Total for check: 78002				366.69	
PETIEAGNEW	78003	5/18/2023	SR CTR DEP RFND	100-0000-201.11-00	100.00	SR CTR DEPOSIT REFUND
	Total for check: 78003				100.00	
AIRGAS USA LLC	78004	5/18/2023	9997068339	731-1022-541.30-18	829.42	CYLINDER LEASE
	Total for check: 78004				829.42	
ALL-SPORT TROPHY	78005	5/18/2023	056915	100-0801-521.19-03	16.00	COINS
	Total for check: 78005				16.00	
ALMANZA	78006	5/18/2023	SR CTR DEP RFND	100-0000-201.11-00	100.00	SR CTR DEPOSIT REFUND
	Total for check: 78006				100.00	
CITY OF APPLETON	78007	5/18/2023	11548	100-0302-542.25-01	20,612.00	APRIL TRANSIT SERVICES
	Total for check: 78007				20,612.00	
ATKINS DEVELOPMENT GROUP LLC	78008	5/18/2023	10	470-1003-541.82-02	276,918.83	WOODLAND LAKE COTTAGES REIMBURSEMENT
	Total for check: 78008				276,918.83	
AUTOMATED COMFORT CONTROLS	78009	5/18/2023	33458	100-0501-522.82-01	2,619.00	FIRE STATION GARGAE GAS MONITORING
	Total for check: 78009				2,619.00	

AP Check Register

Check Date: 5/18/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
BADGER LABORATORIES INC	78010	5/18/2023	23-006314	601-1020-543.21-02	420.35	PROJECT #23006314 WASTEWATER
			Total for check: 78010		420.35	
BAYCOM INC	78011	5/18/2023	EQUIPINV_043737	100-0801-521.80-05	215.00	MAG MOUNT BODY CAMERA PROJECT
			Total for check: 78011		215.00	
BERGSTROM	78012	5/18/2023	RO #415310	100-0801-521.29-04	203.97	INTERCEPTOR REPAIR
			Total for check: 78012		203.97	
BOBCAT PLUS	78013	5/18/2023	IA18335	731-1022-541.38-03	11.82	BOBCAT PARTS
			Total for check: 78013		11.82	
BUCKLIN'S	78014	5/18/2023	101645	100-0703-553.30-18	21.80	COCOA MULCH
		5/18/2023	101668	100-0703-553.30-18	21.80	COCOA MULCH
			Total for check: 78014		43.60	
CARRICO AQUATIC RESOURCES INC	78015	5/18/2023	20232075	100-0704-552.30-18	4,625.00	SUMMER WATER MGMT AGMT
			Total for check: 78015		4,625.00	
CHARTER COMMUNICATIONS	78016	5/18/2023	095528601050123	100-0101-511.22-01	3.34	PHONE BILL MAYOR
				100-0201-512.22-01	2.12	PHONE BILL ATTORNEY
				100-0202-512.22-01	5.35	PHONE BILL PERSONNEL
				100-0203-512.22-01	4.40	PHONE BILL CLERK
				100-0301-523.22-01	4.83	PHONE BILL BLDG INSP
				100-0304-562.22-01	7.92	PHONE BILL COM DEV
				100-0401-513.22-01	10.68	PHONE BILL FINANCE
				100-0402-513.22-01	2.18	PHONE BILL ASSESSOR
				100-0502-522.22-01	13.26	PHONE BILL EOC
				100-0601-551.22-01	56.29	PHONE BILL LIBRARY
				100-0702-552.22-01	8.95	PHONE BILL REC

AP Check Register

Check Date: 5/18/2023

<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>
CHARTER COMMUNICATIONS...	78016...	5/18/2023...	095528601050123...	100-0703-553.22-01	15.04	PHONE BILL PARKS
				100-0704-552.22-01	4.68	PHONE BILL POOL
				100-0801-521.22-01	83.01	PHONE BILL PD
				100-0903-531.22-01	16.24	PHONE BILL HEALTH
				100-0920-531.22-01	4.37	PHONE BILL SR CENTER
				100-1001-514.22-01	23.97	PHONE BILL CITY HALL
				100-1002-541.22-01	13.95	PHONE BILL ENG
				100-1008-541.22-01	1.26	PHONE BILL SIGN SHOP
				207-0000-123.00-00	8.89	PHONE BILL MARINA
				731-1022-541.22-01	8.60	PHONE BILL GARAGE
				743-0403-513.22-01	5.08	PHONE BILL IT
Total for check: 78016					304.41	
CR FOCHS LLC	78017	5/18/2023	5031	100-1008-541.30-18	572.07	REMOVE TRAFFIC LIGHT OVERSIZE LOAD
				Total for check: 78017		
CRESCENT ELECTRIC SUPPLY COMPANY	78018	5/18/2023	S511295110.001	470-0501-522.82-01	285.97	WIRE/PIGTAILS FIRE 35 DOORS
			S511331119.001	470-0801-521.82-01	47.20	ELECTRICAL PARTS
			S511346000.001	470-0801-521.82-01	325.26	LEVITON CAT PATCH PANEL
			S511349203.001	470-0801-521.82-01	351.78	ELECTRICAL PARTS
Total for check: 78018					1,010.21	
ENVIROTECH EQUIPMENT	78019	5/18/2023	22-0021284	731-1022-541.30-18	169.50	TITLE PAYMENT ON TRUCK
				Total for check: 78019		
ENVISIONINK PRINTING SOLUTIONS	78020	5/18/2023	232276	100-0703-553.29-01	275.00	BOAT LAUNCH PARKING PERMIT LABELS
			232415	100-0703-553.29-01	195.00	ARBOR DAY YARD SIGNS
			232530	100-0703-553.29-01	60.00	ARBOR DAY YARD SIGNS
Total for check: 78020					530.00	

AP Check Register

Check Date: 5/18/2023

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EVERGREEN POWER	78021	5/18/2023	19014	731-1022-541.38-03	17.27	GASKET SET
			Total for check: 78021		17.27	
FOUNDATION BUILDING MATERIALS	78022	5/18/2023	17114587-00	470-0801-521.82-01	392.38	PD REMODEL PROJ-INTERVIEWROOMS/FRONT OFFICE
		5/18/2023	17114714-00	470-0801-521.82-01	134.93	PD REMODEL PROJECT
					(6.43)	TAX EXEMPT
		5/18/2023	17114725-00	470-0801-521.82-01	159.97	PD REMODEL PROJECT
					(7.62)	TAX EXEMPT
			Total for check: 78022		673.23	
FOX VALLEY TECHNICAL COLLEGE	78023	5/18/2023	TPB0000813415	100-0801-521.34-02	1,040.00	CLASSES
			Total for check: 78023		1,040.00	
GRIESBACH READY-MIX LLC	78024	5/18/2023	7184	100-1003-541.30-18	4,076.00	CONCRETE - TAYCO/MAIN CENTER STREET
			Total for check: 78024		4,076.00	
GUNDERSON CLEANERS	78025	5/18/2023	1266566	100-0801-521.30-13	62.51	CLEANING SERVICE
			Total for check: 78025		62.51	
JOHN GUZOWSKI	78026	5/18/2023	MAILBOX DAMAGE	100-1006-541.30-18	50.00	MAILBOX DAMAGE
			Total for check: 78026		50.00	
HEALTHY CHEF SHELL LLC	78027	5/18/2023	WORKSHOP	100-0801-521.80-05	203.00	COOKING WORKSHOP
			Total for check: 78027		203.00	
HEARTLAND BUSINESS SYSTEMS	78028	5/18/2023	601000-H	470-0403-513.80-01	243.38	SWITCH/NEW SERVER EQUIP
		5/18/2023	601001-H	470-0403-513.80-01	674.71	RACK FOR NEW SERVER EQUIP
			Total for check: 78028		918.09	

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INTERSTATE ALL BATTERY CENTER	78029	5/18/2023	80107272	731-1022-541.38-03	89.95	BATTERY
			Total for check: 78029		89.95	
KLINK HYDRAULICS LLC	78030	5/18/2023	29472	100-1008-541.30-18	199.77	PAINT MACHINE PARTS
			Total for check: 78030		199.77	
KNORR AUTO BODY	78031	5/18/2023	RO #00001	731-1022-541.80-03	3,793.28	SILVERADO REPAIR #0001
			Total for check: 78031		3,793.28	
DONNALANDERS	78032	5/18/2023	BAGO BUS TRIP	100-0000-201.14-00	611.00	BAGO BUS TRIP 47 X \$13 FOR LUNCH
			Total for check: 78032		611.00	
LEAGUE OF WISCONSIN MUNICIPALITIES	78033	5/18/2023	85750	100-0201-512.34-02	315.00	MUNI ATTORNEY INSTITUTE LEAGUE ANNUAL CONFERE
			Total for check: 78033		315.00	
MATTHEWS TIRE & SERVICE CENTER	78034	5/18/2023	87292	731-1022-541.38-02	31.95	VALVE STEM MOUNT & DISMOUNT
			Total for check: 78034		31.95	
MEDICAL EXPENSE REIMBURSEMENT ACCT	78035	5/18/2023	20230518	100-0000-202.08-00	62,453.47	PAYROLL SUMMARY
			Total for check: 78035		62,453.47	
MEMORIAL FLORISTS INC	78036	5/18/2023	03229253	100-0408-552.21-06	1,995.00	CURTIS REED XMAS TREE DECORATING
			Total for check: 78036		1,995.00	
MENARDS-APPLETON EAST	78037	5/18/2023	37299	207-0707-552.24-03	5.19	POLY PEX TEE
			Total for check: 78037		5.19	

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MORTON SAFETY	78038	5/18/2023	222896	731-1022-541.30-18	177.84	RAIN SUITS/VESTS
			Total for check: 78038		177.84	
NORTHEAST ASPHALT INC	78039	5/18/2023	1859615	100-1009-541.30-18	846.29	ASPHALT
			Total for check: 78039		846.29	
PLEASANT KNOLL LANDSCAPING LLC	78040	5/18/2023	498	625-1010-541.24-05	5,250.00	STORM DRAIN INSTALLATION 1220 FIELDCREST
			Total for check: 78040		5,250.00	
SUPERION LLC	78041	5/18/2023	381122	743-0403-513.24-04	3,041.00	FINANCIAL SOFTWARE-JUNE
			Total for check: 78041		3,041.00	
SUPERIOR VISION INSURANCE PLAN	78042	5/18/2023	0000730886	100-0000-204.10-00	965.47	JUNE VISION INS
			Total for check: 78042		965.47	
THEDACARE AT WORK	78043	5/18/2023	340020	100-0202-512.21-06	66.00	DS RAPID 5 BUNDLED
		5/18/2023	340053	100-0202-512.21-06	66.00	DS RAPID 5 BUNDLED
			Total for check: 78043		132.00	
UNIFIRST CORPORATION	78044	5/18/2023	097 0368912	731-1022-541.20-01	261.54	LAUNDRY SERVICE
		5/18/2023	0970370018	731-1022-541.20-01	242.79	MAT/MOP/CLOTHING SERVICE
			Total for check: 78044		504.33	
WE ENERGIES	78045	5/18/2023	4565877745	100-0703-553.22-03	36.31	MENASHA CONSERVANCY LED STREET LIGHTS
			Total for check: 78045		36.31	
WINNEBAGO COUNTY TREASURER	78046	5/18/2023	25121	263-0306-562.21-08	120.00	RECORDING FEES
		5/18/2023	LF132083	100-1016-543.25-01	18,078.06	DIRECT HAUL
				100-1017-543.25-01	4,870.60	DIRECT HAUL

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WINNEBAGO COUNTY TREASURER...	78046...	5/18/2023...	LF132083...	266-1027-543.25-01	560.50	DIRECT HAUL
				266-1027-543.25-03	110.00	DIRECT HAUL
	Total for check: 78046				23,739.16	
WISCONSIN DEPT OF JUSTICE	78047	5/18/2023	ACCT #G3228	100-0202-512.21-06	24.00	TRANSACTIONS
				100-0601-551.21-06	10.00	TRANSACTIONS
	5/18/2023	L7101T	100-0801-521.21-06	406.00	TIME/FINGERPRINT	
Total for check: 78047				440.00		
WISCONSIN DEPT OF TRANSPORTATION	78048	5/18/2023	395-0000303452	470-1003-541.82-02	3,128.04	STH 114/PLANK RD ENG/DESIGN ONLY
				470-1003-541.82-02	2,034.00	RACINE ST(3RD TO 9TH) ENG/DESIGN ONLY
				493-1019-552.82-02	1,673.94	RACINE ST BRIDGE AESTHETIC AMENITIES
Total for check: 78048				6,835.98		
WISCONSIN MEDIA	78049	5/18/2023	0005578099	100-0405-513.29-02	683.64	CC MINUTES TAX ASSESSMENT NOTICE
				100-0405-513.29-02	620.72	VARIOUS LEGAL NOTICES
Total for check: 78049				1,304.36		
WISCONSIN SUPPORT COLLECTIONS	78050	5/18/2023	20230518	100-0000-202.03-00	108.17	PAYROLL SUMMARY
				Total for check: 78050		
WPPI ENERGY	78051	5/18/2023	INV19206	310-0409-571.61-01	494.50	MAY STREET LIGHTING
				731-1022-541.82-01	1,010.30	MAY LED STREETLIGHT
				731-1022-541.82-01	1,176.09	MAY SOLAR PV
Total for check: 78051				2,680.89		

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ZARNOTH BRUSH WORKS INC	78052	5/18/2023	0193738-IN	625-1005-541.30-18	396.00	TUBE BROOM
			Total for check: 78052		<u>396.00</u>	
					<u>432,660.38</u>	

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ACCURATE	78053	5/25/2023	2305900	731-1022-541.30-18	78.26	MINI LAMP/LED
		5/25/2023	2306146	731-1022-541.38-03	46.60	AMBER LED
	Total for check: 78053					124.86
ALL-SPORT TROPHY	78054	5/25/2023	056951	100-0801-521.30-18	452.00	PD COINS/SUPPLIES
		Total for check: 78054				
AMAZON CAPITAL SERVICES	78055	5/25/2023	171Q-KM9P-494W	100-0801-521.30-18	21.98	PHONE TRIPOD SELFIE STICK
		5/25/2023	1KN3-977T-6FYX	100-0702-552.30-18	54.48	SPECIAL EVENT SUPPLIES
		5/25/2023	1LPM-1MMQ-36T7	100-0801-521.30-10	36.30	OFFICE SUPPLIES
		5/25/2023	1NJ7-MF7H-FHPL	100-0801-521.19-03	79.58	TACTICAL PANTS
		Total for check: 78055				
CITY OF APPLETON	78056	5/25/2023	11582	100-0918-531.21-06	500.00	EMERGENCY PREPAREDNESS MAY
		5/25/2023	11634	100-0405-513.29-02	35.85	SPRING ELECTION NOTICE
	Total for check: 78056					535.85
AUTO RESTYLERS	78057	5/25/2023	257301	100-0801-521.29-04	330.00	EDGE/EXPLORER - TINT
		Total for check: 78057				
AUTOMATED COMFORT CONTROLS	78058	5/25/2023	33563	100-0801-521.20-04	266.50	BOILER REPAIR/STATION #1
		Total for check: 78058				
BAYCOM INC	78059	5/25/2023	EQUIPINV_043909	100-0801-521.29-04	1,412.00	DURANGO CONSOLE BOX SUPPLIES
		Total for check: 78059				
BERGSTROM	78060	5/25/2023	84474	731-1022-541.38-03	29.78	PLATE ASSEMBLY

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BERGSTROM...	78060...	5/25/2023	84540	731-1022-541.38-03	29.78	PLATE ASSEMBLY
			Total for check: 78060		59.56	
BOTACH INC	78061	5/25/2023	INV829076	100-0901-515.30-18	574.00	TACTICAL PRY BARS 1/2 CVMIC
			Total for check: 78061		574.00	
BRAUER SUPPLY & EQUIPMENT	78062	5/25/2023	2272	100-1006-541.30-15	2,365.00	BLADE SAVER/BLADES
			Total for check: 78062		2,365.00	
BROCK WHITE COMPANY LLC	78063	5/25/2023	15837888-00	625-1010-541.30-18	133.30	SPEC MIX MORTAR
			Total for check: 78063		133.30	
COMMUNICATIONS ENGINEERING COMPANY	78064	5/25/2023	401650	100-0501-522.24-03	450.00	FIRE ALARM MONITORING 1911 MANITOWOC
			Total for check: 78064		450.00	
CELLCOM	78065	5/25/2023	851454	100-0201-512.22-01	31.21	CELL PHONE ATTORNEY
				100-0301-523.22-01	31.21	CELL PHONE BLDG INSP
				100-0304-562.22-01	62.42	CELL PHONE COM DEV
				100-0601-551.22-01	21.22	CELL PHONE BLDG SERVICES
					40.14	CELL PHONE LIBRARY
				100-0702-552.22-01	122.30	CELL PHONE PARK LOCATIONS
				100-0703-553.22-01	12.48	CELL PHONE BLDG SERVICES
					180.57	CELL PHONE PARKS
				100-0801-521.22-01	14.36	CELL PHONE BLDG SERVICES
					1,141.75	CELL PHONE PD
					(34.56)	CRADLEPOINT CREDIT
				100-0811-521.22-01	31.21	CELL PHONE CODE ENFORCEMENT
				100-0904-531.22-01	31.21	CELL PHONE ENV HEALTH
				100-0919-531.22-01	255.69	CELL PHONE HEALTH
				100-1001-514.22-01	14.36	CELL PHONE BLDG SERVICES
				100-1002-541.22-01	161.95	CELL PHONE ENG

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CELLCOM...	78065...	5/25/2023...	851454...	100-1008-541.22-01	11.81	CELL PHONE STREET SIGNS
				100-1019-552.22-01	14.79	CELL PHONE BRIDGES
				601-1020-543.22-01	4.13	CELL PHONE CONFINED SPACES
					4.80	CELL PHONE SEWER TRUCK
				625-1002-541.22-01	53.98	CELL PHONE ENG
				731-1022-541.22-01	124.84	CELL PHONE CITY GARAGE
				743-0403-513.22-01	62.42	CELL PHONE IT
Total for check: 78065					2,394.29	
COMPLETE OFFICE OF WISCONSIN	78066	5/25/2023	472860	100-0801-521.30-10	181.04	PAPER
CONGER INDUSTRIES INC	78067	5/25/2023	PSI-331321	731-1022-541.29-04	496.83	TOYOTA REPAIR
CR FOCHS LLC	78068	5/25/2023	5072	100-1008-541.24-04	150.00	REPAIR STREET LIGHT
EAGLE GRAPHICS LLC	78069	5/25/2023	257268	100-0000-201.03-00	372.00	BADGES - POLICE
ELAN FINANCIAL SERVICES	78077	5/25/2023	0019	100-0304-562.34-02	999.00	SCHROEDER TRAINING
			0101	731-1022-541.30-18	1,520.41	CRETE CLEAN PLUS 55 DRUM
			0173	100-0920-531.24-03	31.90	EXIT LIGHT SENIOR CENTER
			0205	100-0912-531.34-02	600.00	2023 NACCHO 360 CONF REG WORKFORCE DEVELOPME
			0260	100-0920-531.30-18	13.70	MSC-AROMA PROGRAM
			0315	100-0601-551.30-16	29.99	ADOBE SUBSCRIPTION LIBRARY
			0356	827-0000-465.00-00	30.00	MSC-VOLUNTEER THANK YOU
			0360	100-0801-521.80-05	57.74	YOUTUBE TV MEMBERSHIP
			0419	100-0301-523.30-18	20.00	HUMSKI ELEC INSP BOOKS
			0557	100-0706-561.32-01	230.00	ARBORIST RECERTIFICATION FORESTRY

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ELAN FINANCIAL SERVICES...	78077...	5/25/2023	0684	100-0920-531.30-18	14.00	MSC-B4YB
		5/25/2023	0738	100-0601-551.30-16	100.35	FACEBOOK ADS LIBRARY
		5/25/2023	0851	100-0801-521.38-01	45.35	FUEL
		5/25/2023	0871	100-0601-551.30-11	17.61	POSTAGE-NEWSLETTERS LIBRARY
		5/25/2023	0933	100-0801-521.34-03	(90.00)	TRAINING LODGING REFUND
		5/25/2023	1316	100-0203-512.34-02	499.00	CLERK INSTITUTE REG
		5/25/2023	1366	100-0920-531.30-18	39.52	MSC-TEA PARTY
		5/25/2023	1463	100-0601-551.30-14	24.99	ONLINE CLASS LIBRARY
		5/25/2023	1518	100-0601-551.30-14	40.00	SUBSCRIPTION LIBRARY
		5/25/2023	1776	100-0903-531.30-18	15.80	TRANSLATION/HEALTH
		5/25/2023	1809	100-0801-521.24-03	35.06	LINER BAG PD
		5/25/2023	1857	470-0703-553.80-05	7.58	JEFF PARK BOAT LAUNCH PERMITTING
		5/25/2023	1865	470-0703-553.80-05	15.08	JEFF PARK BOAT LAUNCH PERMITTING
		5/25/2023	2079	100-0601-551.30-16	35.00	FACEBOOK ADS LIBRARY
		5/25/2023	2120	100-0601-551.33-03	7.40	FOOD - WINNEFOX MEETING
		5/25/2023	2129	470-0703-553.80-05	303.00	JEFF PARK BOAT LAUNCH PERMITTING
		5/25/2023	2132	100-0601-551.30-16	19.75	PROGRAM SUPPLIES LIBRARY
		5/25/2023	2137	470-0703-553.80-05	603.00	JEFF PARK BOAT LAUNCH PERMITTING
		5/25/2023	2139	100-0903-531.30-18	43.45	TRANSLATION/HEALTH
		5/25/2023	2325	100-0304-562.33-02	85.00	SCHROEDER EVENT
		5/25/2023	2328	100-0703-553.30-18	139.98	CLOVIS TENNIS TAPE PARK
		5/25/2023	2338	100-0304-562.33-02	10.00	SCHROEDER EVENT
		5/25/2023	2406	100-0903-531.30-18	3.95	TRANSLATION/HEALTH
		5/25/2023	2421	100-0601-551.30-14	139.00	PRIME MEMBERSHIP LIBRARY
		5/25/2023	2581	100-0903-531.30-18	11.85	TRANSLATION/HEALTH
		5/25/2023	2658	100-0903-531.30-18	23.70	TRANSLATION/HEALTH
		5/25/2023	2723	100-0703-553.30-18	1,758.79	KOSLO PLATE/MOUND COVER PARK
		5/25/2023	2846	100-0801-521.34-02	259.00	TRAINING REGISTRATION
		5/25/2023	3144	100-0903-531.30-18	130.35	TRANSLATION/HEALTH
		5/25/2023	3154	100-0304-562.32-01	434.00	SCHROEDER APA MEMBERSHIP
		5/25/2023	3176	100-0801-521.34-03	103.06	TRAINING MEAL
		5/25/2023	3599	100-0903-531.30-18	35.55	TRANSLATION/HEALTH
		5/25/2023	3640	100-0408-552.21-06	40.34	MENASHA 150 DOMAIN
		5/25/2023	3752	100-0703-553.30-18	118.56	GARBAGE BAGS PARK

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ELAN FINANCIAL SERVICES...	78077...	5/25/2023	3918	100-0703-553.30-15	264.96	HELMETS
		5/25/2023	3988	100-0903-531.30-18	19.75	TRANSLATION/HEALTH
		5/25/2023	4343	100-0601-551.30-14	36.58	ONLINE CLASS LIBRARY
		5/25/2023	4408	100-0801-521.30-11	10.65	POSTAGE
		5/25/2023	4499	100-0903-531.30-18	15.80	TRANSLATION/HEALTH
		5/25/2023	4591	100-0801-521.32-01	(43.95)	NOTARY BOND REFUND
		5/25/2023	4688	100-0304-562.21-06	4.24	VIRTUAL MEETING PLATFORM
		5/25/2023	4734	100-0903-531.30-18	508.24	CPR SUPPLIES HEALTH
		5/25/2023	4855	100-0601-551.30-14	250.00	PARK PASSES LIBRARY
		5/25/2023	4871	827-0000-465.00-00	382.42	MSC-VOLUNTEER TRAINING
		5/25/2023	4900	100-0601-551.30-11	14.20	POSTAGE INTERLIBRARY
		5/25/2023	5173	100-0601-551.30-14	28.18	ONLINE CLASS LIBRARY
		5/25/2023	5182	100-0702-552.20-05	75.00	P&R-CITY CARNIVAL
		5/25/2023	5265	100-0702-552.20-05	62.50	P&R-CITY CARNIVAL
		5/25/2023	5297	100-0801-521.19-02	191.92	HOLSTER (E18)
		5/25/2023	5428	100-0801-521.34-03	180.00	TRAINING LODGING
		5/25/2023	5442	100-0903-531.30-18	15.80	TRANSLATION/HEALTH
		5/25/2023	5545	824-0807-521.30-15	68.38	K-9 FOOD
		5/25/2023	5555	100-0903-531.33-02	100.00	NEW OFFICER ORIENTATION HEALTH
		5/25/2023	5689	100-0601-551.30-12	359.88	CREATIVE CLOUD LIBRARY
		5/25/2023	5759	100-1002-541.30-11	9.85	POSTAGE
		5/25/2023	5875	743-0403-513.30-15	51.14	IT SUPPLIES
		5/25/2023	6089	470-0801-521.82-01	(699.00)	RETURN TOOL PD
		5/25/2023	6108	100-0601-551.30-16	225.00	PROGRAM/CLASS LIBRARY
		5/25/2023	6128	100-0903-531.30-18	31.60	TRANSLATION/HEALTH
		5/25/2023	6249	100-0801-521.30-18	70.00	AWARD SUPPLIES
		5/25/2023	6605	100-0201-512.34-03	202.50	LODGING - ATTY CONF
		5/25/2023	6712	100-0801-521.34-02	795.00	TRAINING REGISTRATION
		5/25/2023	6815	100-0903-531.30-18	11.85	TRANSLATION/HEALTH
		5/25/2023	6986	100-0914-531.34-02	150.00	CONFERENCE REG
		5/25/2023	7190	100-0801-521.32-01	75.00	MONTHLY INV TOOL (APRIL)
		5/25/2023	7231	100-0920-531.30-18	63.05	MSC-WATER COLOR CLASS
		5/25/2023	7233	100-0801-521.30-18	492.58	EVIDENCE SUPPLIES
		5/25/2023	7421	100-0601-551.30-12	15.74	SUBSCRIPTION LIBRARY

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ELAN FINANCIAL SERVICES...	78077...	5/25/2023	7551	100-0801-521.80-05	28.75	INVITATIONS
		5/25/2023	7628	100-0702-552.20-05	208.00	P&R-MAGIC GARDEN EVENT
		5/25/2023	7676	100-0801-521.19-03	183.00	HONOR GUARD UNIFORM
		5/25/2023	7835	100-1002-541.34-02	36.23	NOTARY STAMP
		5/25/2023	7988	100-0601-551.30-11	7.60	POSTAGE - INTERLIBRARY
		5/25/2023	8039	100-0903-531.30-18	67.15	TRANSLATION/HEALTH
		5/25/2023	8050	100-0912-531.34-02	200.00	WPHA CONF REG WORKFORCE DEVELOPMENT
		5/25/2023	8076	100-0912-531.34-02	75.00	WPHA MEMBERSHIP WORKFORCE DEVELOPMENT
		5/25/2023	8182	100-0920-531.30-18	4.75	MSC-B4YB
		5/25/2023	8397	100-0702-552.30-18	(9.24)	CREDIT
				827-0000-465.00-00	(17.70)	CREDIT/MSC
		5/25/2023	8434	100-0801-521.30-15	227.50	EXPLORER PATCHES
		5/25/2023	8453	470-0801-521.82-01	229.99	SPEAKER CABLE PD
		5/25/2023	8583	100-0601-551.30-16	8.25	MONTHLY SUBSCRIPTION LIBRARY
		5/25/2023	8597	100-0912-531.34-02	300.00	WPHA CONF REG WORKFORCE DEVELOPMENT
		5/25/2023	8629	100-0601-551.30-12	229.96	PRINTER PARTS LIBRARY
		5/25/2023	8667	827-0000-465.00-00	43.75	MSC-VOLUNTEER THANK YOU
		5/25/2023	8731	100-0000-201.03-00	39.90	PERSONAL CHARGE/ERROR
		5/25/2023	8802	100-0804-521.34-02	50.75	CPR CERTIFICATE
		5/25/2023	8886	100-0920-531.30-18	31.98	MSC-ART PROGRAM
		5/25/2023	8896	100-0000-201.14-00	45.42	MSC-CHIP & WATER RESTOCK
		5/25/2023	9081	100-0903-531.30-18	51.35	TRANSLATION/HEALTH
		5/25/2023	9082	470-0801-521.82-01	723.99	PD TOOL
		5/25/2023	9101	100-0702-552.32-01	180.00	REC SCHEDULING SOFTWARE
				100-0704-552.32-01	180.00	POOL SCHEDULING SOFTWARE
		5/25/2023	9124	100-0203-512.34-02	40.00	VAL - CLERK CONF
		5/25/2023	9133	100-0601-551.30-14	16.99	ONLINE CLASS LIBRARY
		5/25/2023	9171	827-0000-465.00-00	30.56	MSC-VOLUNTEER THANK YOU
		5/25/2023	9365	827-0000-465.00-00	43.94	MSC-VOLUNTEER THANK YOU
		5/25/2023	9543	100-0901-515.30-18	900.88	ARBORIST SAFETY SUPPLIES 1/2 CVMIC
		5/25/2023	9728	100-0801-521.38-01	40.79	FUEL
		5/25/2023	9910	100-0903-531.30-18	43.45	TRANSLATION/HEALTH

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ELAN FINANCIAL SERVICES...	78077...	5/25/2023	9927	100-0601-551.30-16	30.29	PROGRAM SUPPLIES LIBRARY
			Total for check: 78077		16,913.95	
EZ GLIDE GARAGE DOORS AND OPENERS	78078	5/25/2023	0181481-IN	470-0501-522.82-01	8,790.00	LIFTMASTER TROLLEY OPERATOR STATION #5
		5/25/2023	0181590-IN	100-0501-522.24-03	308.10	DOOR REPAIR FIRE STATION #35
			Total for check: 78078		9,098.10	
JOHN FABICK TRACTOR COMPANY	78079	5/25/2023	PIGB0193269	731-1022-541.30-18	130.18	ELEMENTS
			Total for check: 78079		130.18	
FIRELINE SPRINKLER LLC	78080	5/25/2023	8420-23-2	731-1022-541.20-04	177.00	QTRLY SPRINKLER INSPECT
			Total for check: 78080		177.00	
FORCE AMERICA DISTRIBUTING LLC	78081	5/25/2023	001-1729188	731-1022-541.38-03	308.99	ELEMENT/DUST CAPS
			Total for check: 78081		308.99	
FOX CROSSING UTILITIES	78082	5/25/2023	127-65515	100-0703-553.22-06	36.75	STORMWATER 1/15/23 - 4/15/23
			Total for check: 78082		36.75	
ARTHUR J GALLAGHER RMS INC	78083	5/25/2023	4544308	733-0206-512.51-11	1,355.00	STORAGE TANK LIABILITY RENEWEL PREMIUM
			Total for check: 78083		1,355.00	
KENIA GODOY	78084	5/25/2023	SR CTR DEP RFND	100-0000-201.11-00	100.00	SR CTR DEPOSIT REFUND
			Total for check: 78084		100.00	
GUSTMAN CHEVROLET SALES INC	78085	5/25/2023	62646	731-1022-541.38-04	87.68	LAMP

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GUSTMAN CHEVROLET SALES INC...	78085...	5/25/2023	62699	731-1022-541.38-03	71.20	SENSOR
			Total for check: 78085		158.88	
DONALD HIETPAS & SONS INC	78086	5/25/2023	MCM 09-22-00335	100-0000-122.02-00	42,232.00	2023 SANITARY SEWER & WATER RECONSTRUCTION
				601-0000-194.00-00	109,185.00	2023 SANITARY SEWER & WATER RECONSTRUCTION
				601-0000-201.04-00	(7,570.85)	2023 SANITARY SEWER & WATER RECONSTRUCTION
			Total for check: 78086		143,846.15	
IAEI	78087	5/25/2023	HUMSKI MEM FEE	100-0301-523.32-01	120.00	HUMSKI IAEI MEM FEE
			Total for check: 78087		120.00	
INTOXIMETERS INC	78088	5/25/2023	733348	100-0801-521.30-15	445.00	HANDHELD INTOXIMETER ACCESSORIES
			Total for check: 78088		445.00	
JX ENTERPRISES INC	78089	5/25/2023	1454304S	731-1022-541.38-03	1,991.98	2013 PETERBILT PARTS
		5/25/2023	2493031P	731-1022-541.38-03	(435.99)	CREDIT/RETIURN ITEM
		5/25/2023	2493787P	731-1022-541.38-03	855.99	PART
		5/25/2023	2494129P	731-1022-541.38-03	71.97	CAB FILTER KIT
			Total for check: 78089		2,483.95	
KERRY'S VROOM SERVICE INC	78090	5/25/2023	10056	731-1022-541.38-04	568.13	BATTERY/FUSE UNIT 5024
			Total for check: 78090		568.13	
HANNAH LAFFERTY	78091	5/25/2023	SR CTR DEP RFND	100-0000-201.11-00	100.00	SR CTR DEPOSIT REFUND
			Total for check: 78091		100.00	
MCNEILUS TRUCK & MFG COMPANY	78092	5/25/2023	5879383	731-1022-541.38-03	123.38	FILTER
			Total for check: 78092		123.38	

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MENARDS-APPLETON EAST	78093	5/25/2023	37651	470-0801-521.82-01	230.78	PD REMODEL SUPPLIES
		5/25/2023	37711	470-0801-521.82-01	(62.94)	PD REMODEL SUPPLIES RETURN - CREDIT
		5/25/2023	37712	470-0801-521.82-01	30.99	PD REMODEL SUPPLIES
		5/25/2023	37905	470-0801-521.82-01	40.44	OUTLETS
Total for check: 78093					239.27	
MENASHA JOINT SCHOOL DISTRICT	78094	5/25/2023	MOBILE HOME MAY	100-0000-412.00-00	5,393.80	MOBILE HOME PERMIT FEE MAY 2023
	Total for check: 78094					5,393.80
MENASHA NEENAH MUNICIPAL COURT	78095	5/25/2023	REPORT #23-0035	100-0000-201.03-00	174.00	REPORT #23-0035
		5/25/2023	REPORT #23-0036	100-0000-201.03-00	237.00	REPORT #23-0036
		5/25/2023	REPORT #23-0042	100-0000-201.03-00	363.00	REPORT #23-0042
		5/25/2023	REPORT #23-0043	100-0000-201.03-00	174.00	REPORT #23-0043
Total for check: 78095					948.00	
MORTON SAFETY	78096	5/25/2023	222965	100-0703-553.30-18	21.95	JACKETS/PANTS
	Total for check: 78096					21.95
CITY OF NEENAH	78097	5/25/2023	39388	470-0501-522.80-03	1,988.12	VEHICLE RADIO 2022 CARRY OVER
					7.13	VEHICLE RADIO ANTENNA 2022 CARRY OVER
					1,065.28	C32 RADIO 2022 CARRY OVER
					120.98	METER
	5/25/2023	FIRE/RESCUE	100-0501-522.25-01	315,976.00	FIRE/RESCUE SERVICES	
Total for check: 78097					319,157.51	
NWTC	78098	5/25/2023	CS36833	100-0801-521.34-02	325.00	COURSE INSTRUCTION 5 EMPLOYEES @ \$65
	Total for check: 78098					325.00
PARKITECTURE & PLANNING	78099	5/25/2023	3	470-0703-553.80-05	23,749.00	JEFFERSON PARK DESIGN NEW SHELTER & BOAT LAUN

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PARKITECTURE & PLANNING...	78099...	5/25/2023	8	470-0703-553.80-05	3,992.00	JEFFERSON PARK PLAYGROUND DESIGN/ENG
			Total for check: 78099		27,741.00	
RAINBOW ECOSCIENCE	78100	5/25/2023	112706	625-0706-561.30-18	3,689.02	DRILL BITS/MECTINITE
			Total for check: 78100		3,689.02	
SMARTCOVER SYSTEMS	78101	5/25/2023	25818	601-1020-543.30-18	1,728.00	RENEWAL 7/1/23-6/30/24
			Total for check: 78101		1,728.00	
STAPLES	78102	5/25/2023	8070118993	100-0702-552.30-10	20.33	OFFICE SUPPLIES
				100-1001-514.30-10	15.89	OFFICE SUPPLIES
				731-1022-541.30-10	6.89	OFFICE SUPPLIES
			Total for check: 78102		43.11	
STERICYCLE	78103	5/25/2023	8003897626	100-0801-521.30-10	76.33	PD RECYCLING
			Total for check: 78103		76.33	
SYMBOLARTS	78104	5/25/2023	0462796	100-0801-521.19-03	1,100.00	NAMEPLATES/SETUP
			Total for check: 78104		1,100.00	
THEDACARE AT WORK	78105	5/25/2023	333546	100-0202-512.21-05	373.33	EAP CONTRACT
		5/25/2023	333745	100-0202-512.21-05	65.00	LAB WORK
			Total for check: 78105		438.33	
UNIFIRST CORPORATION	78106	5/25/2023	097 0370374	731-1022-541.20-01	192.33	CLEANING SERVICE
			Total for check: 78106		192.33	

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UNITEL LLC	78107	5/25/2023	2154	743-0403-513.24-04	180.00	CUSTOM RECORDING IVR FOR POOL
Total for check: 78107					180.00	
UNITY RECOVERY SERVICES	78108	5/25/2023	23050203	100-0917-531.21-06	9,352.50	MCAAP PROGRAM EXECUTION MARCH
		5/25/2023	23050204	100-0917-531.21-06	9,352.50	MCAAP PROGRAM EXECUTION APRIL
Total for check: 78108					18,705.00	
VARITECH INDUSTRIES INC	78109	5/25/2023	060-1026617	731-1022-541.38-03	69.89	PRESSURE GAUGE
Total for check: 78109					69.89	
WE ENERGIES	78110	5/25/2023	4574246534	100-0701-533.22-03	16.25	NORTH STREET ELEC 4/7/23 - 4/28/23
		5/25/2023	4575348855	100-0701-533.22-03	16.41	NORTH STREET ELEC 4/6/23 - 4/28/23
		5/25/2023	4586139394	100-0703-553.22-04	9.57	2170 PLANK ROAD 4/17/23 - 5/4/23
Total for check: 78110					42.23	
WEST BEND MUTUAL INSURANCE COMPANY	78111	5/25/2023	BOND #2544759	100-1002-541.34-02	50.00	NOTARY BOND
Total for check: 78111					50.00	
WINNEBAGO COUNTY TREASURER	78112	5/25/2023	24109	100-0805-521.25-01	514.60	PRISONER STAYS - NOV
		5/25/2023	24377	743-0403-513.24-04	5,666.67	RMS MAINT COST SHARING
		5/25/2023	25203	470-1003-541.82-02	881.30	VALLEY RD/CTH P ENGINEERING DESIGN
Total for check: 78112					7,062.57	
					573,658.37	

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AMAZON CAPITAL SERVICES	78116	5/26/2023	11PW-NRHQ-4JYM	100-0601-551.30-14	9.99	LIBRARY MATERIALS
		5/26/2023	11PW-NRHQ-X11D	100-0601-551.30-14	25.86	LIBRARY MATERIALS
		5/26/2023	11W3-M7CD-WQP6	100-0601-551.30-14	22.99	LIBRARY MATERIALS
		5/26/2023	13XH-K7DG-6M7F	100-0601-551.30-10	47.35	LIBRARY SUPPLIES
		5/26/2023	141X-R4HK-63KQ	100-0601-551.30-16	56.70	LIB PROMO
		5/26/2023	14DK-743X-4LV1	100-0601-551.30-16	128.98	LIB PROMO
		5/26/2023	14N6-XQ7Y-P7PQ	100-0601-551.30-12	379.00	COMPUTER SUPPLIES
		5/26/2023	16CJ-37FJ-QRCV	100-0601-551.30-16	33.80	LIB PROMO
		5/26/2023	16TH-93RL-4CRF	100-0601-551.30-16	14.99	LIB PROMO
		5/26/2023	199T-6CM6-PW77	100-0601-551.30-14	24.99	LIBRARY MATERIALS
		5/26/2023	19K7-HH1M-3R1X	100-0601-551.30-10	23.98	LIBRARY SUPPLIES
		5/26/2023	19VC-HKJD-641Y	100-0601-551.30-14	69.99	LIBRARY MATERIALS
		5/26/2023	1CHY-KT4T-KWGK	100-0601-551.30-12	482.78	COMPUTER SUPPLIES
		5/26/2023	1CHY-KT4T-QMHD	100-0601-551.30-16	20.37	LIB PROMO
		5/26/2023	1CL1-JW96-FQW6	100-0601-551.30-14	54.97	LIBRARY MATERIALS
		5/26/2023	1DQW-VVXJ-4QLK	100-0601-551.30-12	2,470.89	COMPUTER SUPPLIES
		5/26/2023	1DRX-X44G-3NWC	100-0601-551.30-16	37.00	LIB PROMO
		5/26/2023	1FPY-1RY7-X11M	100-0601-551.30-10	97.85	LIBRARY SUPPLIES
		5/26/2023	1FR6-X3HX-V9DV	100-0601-551.30-12	1,243.30	COMPUTER SUPPLIES
		5/26/2023	1G6H-Y11Y-H631	100-0601-551.30-14	19.99	LIBRARY MATERIALS
		5/26/2023	1GPP-YD1P-1RMQ	100-0601-551.30-16	22.39	LIB PROMO
		5/26/2023	1H1K-Y1T4-GKFK	100-0601-551.30-16	222.21	LIB PROMO
		5/26/2023	1HFP-NKXW-QPD1	100-0601-551.30-14	34.47	LIBRARY MATERIALS
		5/26/2023	1HRX-3KY4-CNFQ	100-0601-551.30-16	9.95	LIB PROMO
		5/26/2023	1J4R-MYN4-7LQR	100-0601-551.30-14	32.24	LIBRARY MATERIALS
		5/26/2023	1JDG-JHGP-33C9	100-0601-551.30-12	587.99	COMPUTER SUPPLIES
		5/26/2023	1K1V-76FP-NK6V	100-0601-551.30-10	37.98	LIBRARY SUPPLIES
		5/26/2023	1K1V-76FP-R9WF	100-0601-551.30-16	13.98	LIB PROMO
		5/26/2023	1L1H-4T1F-3DJJ	100-0601-551.30-14	15.33	LIBRARY MATERIALS
				100-0601-551.30-16	23.70	LIB PROMO
		5/26/2023	1LMQ-HTDX-7MFV	100-0601-551.30-10	33.91	LIBRARY SUPPLIES
		5/26/2023	1M97-FHPW-K4N4	100-0601-551.30-12	59.68	COMPUTER SUPPLIES
		5/26/2023	1NKX-HM11-VLCC	100-0601-551.30-16	6.59	LIB PROMO
		5/26/2023	1PH7-Y3YK-41V1	100-0601-551.30-14	36.66	LIBRARY MATERIALS

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AMAZON CAPITAL SERVICES...	78116...	5/26/2023	1PJR-VRJ7-KF4M	100-0601-551.30-16	19.99	LIB PROMO
		5/26/2023	1PY6-TQLR-GXGN	100-0601-551.30-16	19.30	LIB PROMO
		5/26/2023	1QPP-C1QY-VDTQ	100-0601-551.30-10	10.79	LIBRARY SUPPLIES
		5/26/2023	1R9M-PQW1-37TK	100-0601-551.30-14	103.43	LIBRARY MATERIALS
		5/26/2023	1RJ9-1FRN-RJ1N	100-0601-551.30-14	9.99	LIBRARY MATERIALS
		5/26/2023	1T7W-DDRW-4PRF	100-0601-551.30-14	14.99	LIBRARY MATERIALS
		5/26/2023	1TRH-DGWP-GXPT	100-0601-551.24-01	89.54	FANS
		5/26/2023	1V3F-QVK6-HMW4	100-0601-551.30-16	117.61	LIB PROMO
		5/26/2023	1VPX-XWMV-4QL4	100-0601-551.30-14	14.99	LIBRARY MATERIALS
		5/26/2023	1W9K-DFV-CDNQ	100-0601-551.30-14	16.80	LIBRARY MATERIALS
		5/26/2023	1WYH-FGTN-3NCC	100-0601-551.30-14	201.84	LIBRARY MATERIALS
		5/26/2023	1WYH-FGTN-FJVN	100-0601-551.30-14	269.29	LIBRARY MATERIALS
		5/26/2023	1XF1-79QX-43DQ	100-0601-551.30-16	61.98	LIB PROMO
				100-0601-551.30-19	508.98	OFFICE SUPPLIES
			Total for check: 78116		7,862.37	
BAKER & TAYLOR INC	78117	5/26/2023	2037488233	100-0601-551.30-14	28.83	LIBRARY MATERIALS
		5/26/2023	H64716910	100-0601-551.30-14	14.36	LIBRARY MATERIALS
		5/26/2023	H64726440	100-0601-551.30-14	166.94	LIBRARY MATERIALS
		5/26/2023	H64779060	100-0601-551.30-14	151.14	LIBRARY MATERIALS
		5/26/2023	H64794210	100-0601-551.30-14	14.38	LIBRARY MATERIALS
		5/26/2023	H64851700	100-0601-551.30-14	43.12	LIBRARY MATERIALS
		5/26/2023	H64851701	100-0601-551.30-14	17.99	LIBRARY MATERIALS
		5/26/2023	H64868750	100-0601-551.30-14	25.19	LIBRARY MATERIALS
		5/26/2023	H64922200	100-0601-551.30-14	108.67	LIBRARY MATERIALS
		5/26/2023	H64935470	100-0601-551.30-14	61.16	LIBRARY MATERIALS
		5/26/2023	H64947710	100-0601-551.30-14	21.59	LIBRARY MATERIALS
			Total for check: 78117		653.37	
CENGAGE LEARNING INC/GALE	78118	5/26/2023	81067705	100-0601-551.30-14	47.98	LIBRARY MATERIALS

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CENGAGE LEARNING INC/GALE...	78118...	5/26/2023	81068521	100-0601-551.30-14	27.19	LIBRARY MATERIALS
			Total for check: 78118		75.17	
CENTER POINT LARGE PRINT	78119	5/26/2023	2013205	100-0601-551.30-14	264.27	LIBRARY MATERIALS
			Total for check: 78119		264.27	
KATHY DREYER	78120	5/26/2023	REIMBURSEMENT	100-0601-551.30-13	73.81	REIMBURSEMENT
			Total for check: 78120		73.81	
VICTOR FLORES	78121	5/26/2023	REIMBURSEMENT	100-0601-551.30-16	38.40	REIMBURSEMENT
			Total for check: 78121		38.40	
GENERAL BOOK COVERS	78122	5/26/2023	231121	100-0601-551.30-18	46.00	DEPARTMENT SUPPLIES
			Total for check: 78122		46.00	
CHRIS HUMMELL	78123	5/26/2023	PERFORMANCE	100-0601-551.20-05	50.00	PERFORMANCE 6/8/23
			Total for check: 78123		50.00	
INGRAM LIBRARY SERVICES	78125	5/26/2023	75306237	100-0601-551.30-14	80.17	LIBRARY MATERIALS
		5/26/2023	75306238	100-0601-551.30-14	16.18	LIBRARY MATERIALS
		5/26/2023	75313182	100-0601-551.30-14	1,247.29	LIBRARY MATERIALS
		5/26/2023	75366969	100-0601-551.30-14	140.04	LIBRARY MATERIALS
		5/26/2023	75379651	100-0601-551.30-14	525.89	LIBRARY MATERIALS
		5/26/2023	75386864	100-0601-551.30-14	255.97	LIBRARY MATERIALS
		5/26/2023	75397737	100-0601-551.30-14	1,284.93	LIBRARY MATERIALS
		5/26/2023	75440669	100-0601-551.30-14	1,227.67	LIBRARY MATERIALS
		5/26/2023	75452358	100-0601-551.30-14	220.16	LIBRARY MATERIALS
		5/26/2023	75513952	100-0601-551.30-14	532.16	LIBRARY MATERIALS
		5/26/2023	75513953	100-0601-551.30-14	362.60	LIBRARY MATERIALS
		5/26/2023	75530428	100-0601-551.30-14	1,030.68	LIBRARY MATERIALS

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INGRAM LIBRARY SERVICES...	78125...	5/26/2023	75572535	100-0601-551.30-14	721.50	LIBRARY MATERIALS
		5/26/2023	75578317	100-0601-551.30-14	643.50	LIBRARY MATERIALS
		5/26/2023	75591176	100-0601-551.30-14	35.67	LIBRARY MATERIALS
		5/26/2023	75610541	100-0601-551.30-14	77.69	LIBRARY MATERIALS
		5/26/2023	75630278	100-0601-551.30-14	149.82	LIBRARY MATERIALS
		5/26/2023	75637523	100-0601-551.30-14	368.66	LIBRARY MATERIALS
		5/26/2023	75655676	100-0601-551.30-14	330.91	LIBRARY MATERIALS
		5/26/2023	75689115	100-0601-551.30-14	245.62	LIBRARY MATERIALS
		5/26/2023	75689116	100-0601-551.30-14	62.09	LIBRARY MATERIALS
	5/26/2023	75734647	100-0601-551.30-14	227.41	LIBRARY MATERIALS	
			Total for check: 78125		9,786.61	
NADINE JANIK	78126	5/26/2023	PROGRAM	100-0601-551.20-05	200.00	PROGRAM 6/26/23
			Total for check: 78126		200.00	
LIBRARY STORE INC	78127	5/26/2023	629788	100-0601-551.30-18	283.40	DEPARTMENT SUPPLIES
			Total for check: 78127		283.40	
LOCALHOP	78128	5/26/2023	1361	100-0601-551.29-02	2,492.00	WEBSITE CALENDAR ROOM RESERVATION
			Total for check: 78128		2,492.00	
MANDERFIELD'S HOME BAKERY	78129	5/26/2023	550391	100-0601-551.33-03	25.20	DONUTS/MUFFINS
			Total for check: 78129		25.20	
MIDWEST TAPE	78130	5/26/2023	0503631662	100-0601-551.30-14	58.46	LIBRARY MATERIALS
		5/26/2023	0503643566	100-0601-551.30-14	504.54	LIBRARY MATERIALS
		5/26/2023	0503690626	100-0601-551.30-14	325.81	LIBRARY MATERIALS
		5/26/2023	0503690628	100-0601-551.30-14	44.23	LIBRARY MATERIALS
		5/26/2023	0503707963	100-0601-551.30-14	200.70	LIBRARY MATERIALS

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MIDWEST TAPE...	78130...	5/26/2023	0503712926	100-0601-551.30-14	49.72	LIBRARY MATERIALS
			Total for check: 78130		1,183.46	
MBM	78131	5/26/2023	IN4437672	100-0601-551.24-04	218.28	COPIER CONTRACT
		5/26/2023	IN4438101	100-0601-551.24-04	538.53	COPIER CONTRACT
			Total for check: 78131		756.81	
HOPE SCHAEFER KEMPS	78132	5/26/2023	PROGRAM	100-0601-551.20-05	200.00	PROGRAM
			Total for check: 78132		200.00	
HEATHER SCHROEDER MARIE	78133	5/26/2023	PROGRAM	100-0601-551.20-05	100.00	PROGRAM
			Total for check: 78133		100.00	
SERVICEMASTER BUILDING MAINTENANCE	78134	5/26/2023	42565	100-0601-551.20-01	1,705.00	JANITORIAL SERVICE
			Total for check: 78134		1,705.00	
SHOWCASES	78135	5/26/2023	326249	100-0601-551.30-18	63.50	DEPARTMENT SUPPLIES
		5/26/2023	326263	100-0601-551.30-18	1,082.16	DEPARTMENT SUPPLIES
			Total for check: 78135		1,145.66	
STAPLES	78136	5/26/2023	8070203747	100-0601-551.30-10	311.85	OFFICE SUPPLIES
			Total for check: 78136		311.85	
UNIQUE MANAGEMENT SERVICES INC	78137	5/26/2023	6112744	100-0601-551.21-06	233.00	PLACEMENTS
			Total for check: 78137		233.00	

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US BANK EQUIPMENT FINANCE	78138	5/26/2023	501734362	100-0601-551.24-04	513.46	COPIER CONTRACT
			Total for check: 78138		513.46	
WINNEFOX AUTOMATED LIBRARY SYSTEM	78139	5/26/2023	WALS2266	100-0601-551.30-11	98.02	SUPPLIES
				100-0601-551.30-12	4,222.65	SUPPLIES
			Total for check: 78139		4,320.67	
WINNEFOX LIBRARY SYSTEM	78140	5/26/2023	WLS2200	100-0601-551.30-10	79.28	SUPPLIES
			Total for check: 78140		79.28	
WISCONSIN DEPT OF FINANCIAL SERV	78141	5/26/2023	NOTARY	100-0601-551.21-06	20.00	NOTARY
			Total for check: 78141		20.00	
ZOOMALATA MAGIC	78142	5/26/2023	EVENT	100-0601-551.20-05	300.00	EVENT
			Total for check: 78142		300.00	
REBECCA ZORNOW	78143	5/26/2023	PROGRAM	100-0601-551.20-05	170.00	PROGRAM
			Total for check: 78143		170.00	
					32,889.79	

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ACCURATE	78144	6/1/2023	2306213	731-1022-541.30-18	82.70	HEAT SHRINK BUTT CON
		6/1/2023	2306306	731-1022-541.30-18	19.72	BLADE/WEATHER PACK
		6/1/2023	2306418	731-1022-541.30-18	13.32	SEAL STUDS
		6/1/2023	2306479	731-1022-541.30-18	270.00	4 1/2" 36-60GR TURBO FL
Total for check: 78144					385.74	
ALL-LIFT SYSTEMS LLC	78145	6/1/2023	0451385	100-1003-541.30-15	126.16	NYLON SLING
		6/1/2023	0456040-IN	100-1003-541.30-15	126.16	NYLON SLING
Total for check: 78145					252.32	
AMAZON CAPITAL SERVICES	78146	6/1/2023	17FV-KPFK-TKN3	100-0801-521.29-04	5.99	TOGGLE SWITCH
		6/1/2023	1F16-GQ7V-1FXQ	100-0801-521.19-03	279.74	GUN LIGHTS FOR NEW OFFICERS
		6/1/2023	1MXL-FYDF-4L4M	470-0801-521.80-01	15.49	BUBBLE WRAP RADIO PROJECT
		6/1/2023	1PY6-TQLR-DM9J	100-0801-521.30-10	105.99	OFFICE SUPPLIES
Total for check: 78146					407.21	
ASSOCIATED APPRAISAL CONSULTANTS	78147	6/1/2023	I68643	100-0402-513.21-09	75.74	INTERNET POSTING
					5,000.00	JUNE ASSESSMENTS
				100-0402-513.30-11	24.60	JUNE POSTAGE
Total for check: 78147					5,100.34	
AUTOMATED COMFORT CONTROLS	78148	6/1/2023	33575	100-0501-522.24-03	856.05	MAU SERVICE/NM FIRE #36
Total for check: 78148					856.05	
AUTOMOTIVE SUPPLY COMPANY	78149	6/1/2023	000260714	731-1022-541.38-03	(106.00)	CORE CREDIT
		6/1/2023	012053186	731-1022-541.38-03	92.88	BRAKE CLEANER
		6/1/2023	012053187	731-1022-541.38-03	112.24	HUB ASSEMBLY
		6/1/2023	012053320	731-1022-541.38-03	142.52	BRAKE PAD SET/ROTOR
		6/1/2023	012053545	731-1022-541.38-03	473.32	BRAKE PAD SETS/DRUM ROTOR

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AUTOMOTIVE SUPPLY COMPANY...	78149...	6/1/2023	012053640	731-1022-541.38-03	134.75	CALIPER
			Total for check: 78149		849.71	
BOBCAT PLUS	78150	6/1/2023	IA18404	731-1022-541.38-04	882.84	BOBCAT PARTS
			Total for check: 78150		882.84	
CLIFTONLARSONALLEN LLP	78151	6/1/2023	3738615	100-0401-513.21-03	1,817.38	2022 AUDIT PROGRESS BILLING
			Total for check: 78151		1,817.38	
GREAT LAKES COCA-COLA	78152	6/1/2023	35769392022	100-0704-552.30-17	1,042.16	CONCESSIONS
			Total for check: 78152		1,042.16	
COMPLETE OFFICE OF WISCONSIN	78153	6/1/2023	476307	731-1022-541.30-10	43.67	PAPER
			Total for check: 78153		43.67	
CONTECH ENGINEERED SOLUTIONS LLC	78154	6/1/2023	26538527	625-1010-541.82-02	14,440.18	BRIN STORMWATER
		6/1/2023	26538528	625-1010-541.82-02	14,440.18	BRIN STORMWATER
		6/1/2023	26538529	625-1010-541.82-02	14,440.18	BRIN STORMWATER
		6/1/2023	26571049	625-1010-541.82-02	57,760.72	BRIN STORMWATER
		6/1/2023	26588073	625-1010-541.82-02	14,440.18	BRIN STORMWATER
		6/1/2023	26596818	625-1010-541.82-02	14,440.18	BRIN STORMWATER
		6/1/2023	26613264	625-1010-541.82-02	86,641.08	BRIN STORMWATER
		6/1/2023	26630240	625-1010-541.82-02	14,440.18	BRIN STORMWATER
		6/1/2023	26638557	625-1010-541.82-02	14,440.18	BRIN STORMWATER
		6/1/2023	26671254	625-1010-541.82-02	86,641.08	BRIN STORMWATER
		6/1/2023	26697187	625-1010-541.82-02	72,200.90	BRIN STORMWATER
		6/1/2023	26713787	625-1010-541.82-02	57,760.72	BRIN STORMWATER
		6/1/2023	26740287	625-1010-541.82-02	14,440.18	BRIN STORMWATER
			Total for check: 78154		476,525.94	

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CORELOGIC	78155	6/1/2023	TAX REFUND	100-0000-121.01-00	8.08	TAX REFUND 4-453
			Total for check: 78155		8.08	
COTTINGHAM & BUTLER INSURANCE	78156	6/1/2023	308606	100-0202-512.21-01	5,950.00	SALARY STUDY #2
			Total for check: 78156		5,950.00	
JESSICA CRANE	78157	6/1/2023	BOARD OF REVIEW	100-0402-513.10-07	50.00	BOARD OF REVIEW 2023
			Total for check: 78157		50.00	
FACTORY MOTOR PARTS CO	78158	6/1/2023	18-2130601	731-1022-541.38-03	134.56	PARTS
		6/1/2023	18-2131857	731-1022-541.38-03	235.44	PARTS
		6/1/2023	18-2133048	731-1022-541.38-03	53.71	PARTS
		6/1/2023	18-2135700	731-1022-541.30-18	84.03	SHOP SUPPLIES
		6/1/2023	18-Z27626	731-1022-541.38-03	529.68	BATTERIES
		6/1/2023	50-4531661	731-1022-541.38-03	8.55	FUEL FILTER
		6/1/2023	50-4547556	731-1022-541.38-03	17.19	LUBE FILTERS
			Total for check: 78158		1,063.16	
FAULKS BROS CONSTRUCTION INC	78159	6/1/2023	384856	100-0703-553.30-18	328.35	INFIELD MIX
			Total for check: 78159		328.35	
FERGUSON ENTERPRISES #1550	78160	6/1/2023	7180287	731-1022-541.24-03	150.00	SUPPLIES
		6/1/2023	7195332-1	100-0703-553.24-03	70.78	HYDRAACT CART
		6/1/2023	7217991	731-1022-541.24-03	68.69	6-1/2 RND CO NI
			Total for check: 78160		289.47	
FERGUSON WATERWORKS #1476	78161	6/1/2023	0386005	601-1020-543.30-18	26.48	PVC COUP
			Total for check: 78161		26.48	

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JESSICA FLOHR	78162	6/1/2023	TENNIS REFUND	100-0000-441.25-00	35.00	TENNIS REFUND
			Total for check: 78162		35.00	
DEBBIE GALEAZZI	78163	6/1/2023	BOARD OF REVIEW	100-0402-513.10-07	50.00	BOARD OF REVIEW 2023
			Total for check: 78163		50.00	
GARROW OIL CORP	78164	6/1/2023	1084593	100-0000-131.00-00	9,378.20	GAS
			Total for check: 78164		9,378.20	
GRIESBACH READY-MIX LLC	78165	6/1/2023	7234	100-0703-553.24-05	2,270.00	CONCRETE/700 DE PERE
			Total for check: 78165		2,270.00	
GUNDERSON CLEANERS	78166	6/1/2023	1272630	100-0801-521.30-13	62.51	LAUNDRY SERVICE
			Total for check: 78166		62.51	
HEARTLAND BUSINESS SYSTEMS	78167	6/1/2023	604115-H	743-0403-513.80-01	1,498.00	OPTICS/NEW SERVER EQUIP
		6/1/2023	604117-H	743-0403-513.24-04	2,176.20	KNOWBE4 SECURITY SUBSCRIPTION
			Total for check: 78167		3,674.20	
IDEMIA IDENTITY & SECURITY USA LLC	78168	6/1/2023	154972	743-0403-513.24-04	177.00	MOBILE MAINTENANCE & SUPPORT
			Total for check: 78168		177.00	
INTERNATIONAL CODE COUNCIL	78169	6/1/2023	HUMSKI	100-0301-523.32-01	247.00	HUMSKI MEMBERSHIP
			Total for check: 78169		247.00	
JP GRAPHICS INC	78170	6/1/2023	1069398012	100-0703-553.29-01	147.98	FOX CITIES TRAIL MAPS
			Total for check: 78170		147.98	

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JUMP AROUND RENTALS	78171	6/1/2023	CITY CARNIVAL	100-0702-552.20-05	562.50	CITY CARNIVAL INFLATABLES/DUNK TANK
			Total for check: 78171		562.50	
JX ENTERPRISES INC	78172	6/1/2023	2494707P	731-1022-541.38-03	688.76	SENSOR-NITROGEN OXIDE
			Total for check: 78172		688.76	
DAN KIRK	78173	6/1/2023	JUGGLER	100-0702-552.20-05	350.00	JUGGLER CITY CARNIVAL
			Total for check: 78173		350.00	
KL ENGINEERING INC	78174	6/1/2023	20230368	625-1002-541.21-02	1,695.00	PROJECT #23029-000 BROAD ST STORM SEWER
			Total for check: 78174		1,695.00	
MENARDS-APPLETON EAST	78175	6/1/2023	38021	100-0703-553.24-03	20.93	SUPPLIES
		6/1/2023	38116	731-1022-541.30-18	17.98	2" BULKHEAD UNIONS
		6/1/2023	38373	100-0703-553.30-18	78.95	MOPS/BUCKET
			Total for check: 78175		117.86	
MENASHA TREASURER	78176	6/1/2023	POOL START UP	100-0000-103.08-00	600.00	POOL START UP CASH
		6/1/2023	REC CARNIVAL	100-0000-103.08-00	200.00	CARNIVAL START UP CASH
			Total for check: 78176		800.00	
MENASHA UTILITIES	78177	6/1/2023	4993	601-0401-513.25-01	27,505.68	APRIL SEWER CHARGES
				625-0401-513.25-01	2,256.41	APRIL STORMWATER CHGS
		6/1/2023	MENASHA UTILITY	100-0304-562.22-03	11.34	3/28/23 - 4/27/23 ELEC
				100-0305-562.22-05	37.75	3/28/23 - 4/27/23 WATER
				100-0305-562.22-06	17.86	3/28/23 - 4/27/23 STORM
				100-0601-551.22-07	63.17	3/28/23 - 4/27/23 DARK FIBER
				100-0703-553.22-03	547.72	3/28/23 - 4/27/23 ELEC
				100-0703-553.22-05	979.19	3/28/23 - 4/27/23 WATER
				100-0703-553.22-06	606.58	3/28/23 - 4/27/23 STORM
				100-0704-552.22-07	445.94	3/28/23 - 4/27/23 DARK FIBER

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MENASHA UTILITIES...	78177...	6/1/2023...	MENASHA UTILITY...	100-0920-531.22-03	198.44	3/28/23 - 4/27/23 ELEC
				100-0920-531.22-05	105.87	3/28/23 - 4/27/23 WATER
				100-1001-514.22-03	43.14	3/28/23 - 4/27/23 ELEC
				100-1008-541.22-03	99.66	3/28/23 - 4/27/23 ELEC
				100-1012-541.22-03	409.86	3/28/23 - 4/27/23 ELEC
				100-1013-541.22-03	28.77	3/28/23 - 4/27/23 ELEC
				100-1013-541.22-05	78.15	3/28/23 - 4/27/23 WATER
				100-1013-541.22-06	335.00	3/28/23 - 4/27/23 STORM
				100-1014-543.22-05	13.98	3/28/23 - 4/27/23 WATER
				100-1014-543.22-06	73.07	3/28/23 - 4/27/23 STORM
				100-1019-552.22-03	40.15	3/28/23 - 4/27/23 ELEC
				100-1019-552.22-07	85.34	3/28/23 - 4/27/23 INTERNET - RACINE BRIDGE
				207-0707-552.22-03	427.88	3/28/23 - 4/27/23 ELEC
				207-0707-552.22-05	38.08	3/28/23 - 4/27/23 WATER
				207-0707-552.22-06	72.13	3/28/23 - 4/27/23 STORM
				207-0707-552.22-07	57.38	3/28/23 - 4/27/23 DARK FIBER
				487-0305-562.22-06	31.32	3/28/23 - 4/27/23 STORM
				501-0304-562.22-03	24.98	3/28/23 - 4/27/23 ELEC
				501-0304-562.22-06	292.33	3/28/23 - 4/27/23 STORM
				601-1020-543.22-03	102.53	3/28/23 - 4/27/23 ELEC
				731-1022-541.22-07	594.24	3/28/23 - 4/27/23 DARK FIBER
				743-0403-513.21-04	165.53	3/28/23 - 4/27/23 INTERNET
				743-0403-513.22-07	501.17	3/28/23 - 4/27/23 DARK FIBER
Total for check: 78177					36,290.64	
MORTON SAFETY	78178	6/1/2023	222972	100-0901-515.30-18	147.15	SHARPS CONTAINERS
				Total for check: 78178		
KAM MUELLER	78179	6/1/2023	SWIM REFUND	100-0000-441.24-00	50.00	SWIM CLASS REFUND
				Total for check: 78179		
N&M AUTO SUPPLY	78180	6/1/2023	791246	731-1022-541.38-03	17.52	CONNECTOR
		6/1/2023	791433	731-1022-541.30-18	10.88	AIR INTAKE CLEANER

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N&M AUTO SUPPLY...	78180...	6/1/2023	791685	731-1022-541.30-18	115.50	TIRE VALVE
		6/1/2023	791747	731-1022-541.38-03	19.37	NAPA GOLD
		6/1/2023	792091	731-1022-541.38-03	35.43	ADAPTERS
		6/1/2023	792754	731-1022-541.38-03	29.70	2017 CHEVY AIR FILTER
		6/1/2023	792949	731-1022-541.38-03	28.21	U JOINT
			Total for check: 78180		256.61	
NEENAH FOUNDRY COMPANY MUNICIPAL	78181	6/1/2023	113049	100-1009-541.30-18	5,658.00	DET WARN PLATE
			Total for check: 78181		5,658.00	
JEFF NICHOLS	78182	6/1/2023	BOARD OF REVIEW	100-0402-513.10-07	50.00	BOARD OF REVIEW 2023
			Total for check: 78182		50.00	
NWTC	78183	6/1/2023	CS36868	100-0801-521.34-02	455.00	COURSE INSTRUCTION
			Total for check: 78183		455.00	
PACKER CITY INTL TRUCKS INC	78184	6/1/2023	X103127879:01	731-1022-541.38-03	209.68	FILTERS/FILTER KIT
		6/1/2023	X103127931:01	731-1022-541.38-03	30.42	FILTER
		6/1/2023	X103128016:01	731-1022-541.38-03	205.03	FILTERS
		6/1/2023	X103128016:02	731-1022-541.38-03	60.84	FUEL/WATER SEPARATOR FILTERS
		6/1/2023	X103128016:03	731-1022-541.38-03	104.60	FUEL/WATER SEPARATOR
		6/1/2023	X103128032:01	731-1022-541.38-03	106.44	DIAPHRAGM CHAMBER BRAKE
		6/1/2023	X103128057:01	731-1022-541.38-03	760.53	FILTER KIT/FLUID DRUM FUEL/WATER SEPARATOR
		6/1/2023	X103128111:01	731-1022-541.38-04	25.12	HOSE RAD INLET LTR
		6/1/2023	X103128265:01	731-1022-541.38-03	109.22	LIGHT/BRACKET/PLUG
		6/1/2023	X103128284:01	731-1022-541.38-03	7.32	FILTER
		6/1/2023	X103128790:01	731-1022-541.38-03	122.48	OIL FILTER/PACK
			Total for check: 78184		1,741.68	

AP Check Register

Check Date: 6/1/2023

<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>
TIMOTHY POST	78185	6/1/2023	TENNIS REFUND	100-0000-441.25-00	120.00	TENNIS REFUND
			Total for check: 78185		120.00	
QUALITY CUSTOM METAL FABRICATION	78186	6/1/2023	40447	100-0703-553.30-18	108.00	METAL FOR RAKES
			Total for check: 78186		108.00	
NEVAEHA RIEDER	78187	6/1/2023	SWIM REFUND	100-0000-441.24-00	25.00	SWIM REFUND
			Total for check: 78187		25.00	
PATRICIA RUDOLPH	78188	6/1/2023	BOARD OF REVIEW	100-0402-513.10-07	50.00	BOARD OF REVIEW 2023
			Total for check: 78188		50.00	
SITEONE LANDSCAPE SUPPLY	78189	6/1/2023	129980958-001	100-0703-553.30-18	1,151.36	SEED STARTER
			Total for check: 78189		1,151.36	
SMT MANUFACTURING & SUPPLY LLC	78190	6/1/2023	0077370-IN	731-1022-541.38-03	92.15	5/8 X 1-3/8 X 7/16
		6/1/2023	0077371-IN	731-1022-541.38-03	6.75	25 X 40 X 7 METRIC SEAL
			Total for check: 78190		98.90	
SOMMERVILLE FLAG	78191	6/1/2023	PULLEY	100-0703-553.30-18	7.55	PULLEY
			Total for check: 78191		7.55	
STANTEC CONSULTING SERVICES INC	78192	6/1/2023	2084433	256-0304-562.21-06	42,030.00	BANTA PARKING LOT WHITING MILL
			Total for check: 78192		42,030.00	
STAPLES	78193	6/1/2023	8070277328	100-0405-513.30-10	5.79	CITY FOIL SEALS
			Total for check: 78193		5.79	

AP Check Register

Check Date: 6/1/2023

<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>
THOMAS STOFFEL	78194	6/1/2023	BOARD OF REVIEW	100-0402-513.10-07	50.00	BOARD OF REVIEW 2023
			Total for check: 78194		50.00	
THEDACARE AT WORK	78195	6/1/2023	340199	100-0202-512.21-06	132.00	DS RAPID 5 BUNDLED
		6/1/2023	340275	100-0202-512.21-06	264.00	DS RAPID 5 BUNDLED
		6/1/2023	340683	100-0202-512.21-05	132.00	DS RAPID 5 BUNDLED
				100-0901-515.21-05	30.00	AUDIOGRAM
			Total for check: 78195		558.00	
TRUGREEN PROCESSING CENTER	78196	6/1/2023	173568359	100-0501-522.24-03	108.60	N-M FIRE LAWN CARE
			Total for check: 78196		108.60	
UNIFIRST CORPORATION	78197	6/1/2023	097 0370737	731-1022-541.20-01	199.54	CLEANING SERVICE
			Total for check: 78197		199.54	
US BANK EQUIPMENT FINANCE	78198	6/1/2023	501977433	743-0403-513.24-02	76.98	ENGINEERING COPIER LEASE
			Total for check: 78198		76.98	
CYNTHIA WEILAND	78199	6/1/2023	EXC PERMIT DEP	100-0000-201.10-00	100.00	EXC PERMIT #14057 DEP
			Total for check: 78199		100.00	
WIL-KIL PEST CONTROL	78200	6/1/2023	4634991	100-0703-553.20-07	118.30	PEST CONTROL SMITH PARK
			Total for check: 78200		118.30	
WISCONSIN DEPT OF FINANCIAL SERV	78201	6/1/2023	NOTARY	100-0801-521.32-01	20.00	NOTARY
			Total for check: 78201		20.00	

AP Check Register

Check Date: 6/1/2023

<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>
WISCONSIN DOCUMENT IMAGING	78202	6/1/2023	211795	743-0403-513.29-01	1,294.05	PRINTER/COPIER USAGE 4/17 - 5/16
			Total for check: 78202		1,294.05	
WISCONSIN SUPPORT COLLECTIONS	78203	6/1/2023	20230601	100-0000-202.03-00	108.17	PAYROLL SUMMARY
			Total for check: 78203		108.17	
RAY ZIELINSKI	78204	6/1/2023	BOARD OF REVIEW	100-0402-513.10-07	50.00	BOARD OF REVIEW 2023
			Total for check: 78204		50.00	
ZT EXTERIORS LLC	78205	6/1/2023	CU2023-06	204-0308-562.70-01	4,850.00	CU2023-06 758 PLEASANT LANE
			Total for check: 78205		4,850.00	
					611,914.23	



To: Common Council
From: Valerie Neuman, City Clerk
Date: June 1, 2023
Subject: Liquor License Applications, Licensing Year: July 1, 2023 – June 30, 2024

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, 2023 - June 30, 2024.

“Class A” Intoxicating Liquor

1. Emprize Winery, LLC, d/b/a Emprize Winery, 196 Main Street, Menasha; Emily Steff/Agent

“Class A” and Class “A” Liquor and Malt

1. Casey's Marketing Company, d/b/a Casey's General Store #3868, 1492 Appleton Road, Menasha; Anthony Hawks/Agent
2. Doran & Doran, d/b/a Chef Fresh, 204 Manitowoc Street, Menasha; Scott Doran/Agent
3. Horan Brothers LLC, d/b/a Club Liquor, 234 Main Street, Menasha; Jonathan Horan/Agent
4. Family Dollar Stores of WI, LLC, d/b/a Family Dollar Store #21518, 714 Appleton Rd, Menasha; Joshua Nigbor/Agent
5. Wisconsin CVS Pharmacy LLC, d/b/a CVS Pharmacy #5186, 1485 S. Oneida Street, Appleton; Amy Lynn Sanger/Agent
6. Dolgencorp LLC, d/b/a Dollar General Store #13175, 1135 Appleton Road, Menasha; Aaron Dalton/Agent
7. Skogen's Foodliner Inc., d/b/a Festival Foods, 1355 Oneida Street, Menasha; Jason Steffen/Agent
8. Kwik Trip, Inc., d/b/a Kwik Trip #297, 1499 Appleton Road, Menasha; James Peter Schumacher/Agent
9. Kwik Trip, Inc., d/b/a Kwik Trip #743, 1870 USH 10/114, Menasha; Lori Ann Duj/Agent

10. Fishtails LLC, d/b/a Menasha Marathon, 209 Racine Street, Menasha; Buddi Subedi/Agent
11. FKG Oil Company, d/b/a Menasha MotoMart, 700 3rd Street, Menasha; Dominique Blau/Agent
12. RNR Foods LLC, d/b/a Menasha Piggly Wiggly, 1151 Midway Road, Menasha; Steven Frampton/Agent
13. Quik Mart Menasha Inc., d/b/a Quik Mart, 1515 Appleton Road, Menasha; Satnam Gill/Agent
14. Stop N Go LLC, d/b/a Stop N Go, 1200 Plank Road, Menasha; Kamaljil Gill/Agent
15. Walgreen Co., d/b/a Walgreens #03851, 305 Racine Street, Menasha; Mark Thurow/Agent

Class "B" Malt

1. Mario Nunez, d/b/a Crazy Donkey Burrito Grill, 14 Tayco Street, Menasha
2. S&S Distilling LLC, d/b/a Tight Barrel Distillery, 226 Main Street, Menasha; Jarred Sovey/Agent

"Class B" and Class "B" Liquor and Malt

1. David A. Seidl, d/b/a City Limits, 544 Fourth Street, Menasha
2. Steven Szymanski, d/b/a Club Tavern, 56 Racine Street, Menasha
3. El Jarepio Menasha LLC, d/b/a El Jarepio Menasha, 890 Lake Park Road, Menasha; Antonio Sandoval/Agent
4. Emprize Brewing, LLC, d/b/a Emprize Brew Mill/The Attic, 198-200 Main Street, Menasha; Anna Zoltowski/Agent
5. Peter Kemps, d/b/a Jitters Lounge, 23 Main Street, Menasha
6. Neenah-Menasha K of C Building Association, d/b/a Knights of Columbus, 746 Third Street, Menasha; Mike Goble/Agent
7. S & S Jaber LLC, d/b/a Luigi's Pizza & Pasta, 332 Ahnaip Street, Menasha; Gianna Jaber/Agent
8. Viand Hospitality LLC, d/b/a Parker John's BBQ & Pizza, 124 Main Street, Menasha; Aaron M. Sloma/Agent

9. Plank Pub LLC, d/b/a Plank Road Pub, 800 Plank Road, Menasha, Kimberly Halbach/Agent
10. Benchwarmers Inc., d/b/a Redliner Bar, 977 Plank Road, Menasha; Ken Zastrow/Agent
11. Solea Mexican Grill LLC, d/b/a Solea Mexican Grill, 705 Appleton Road, Menasha; Eduardo Sanchez/Agent
12. Butch & Butch Enterprise LLC, d/b/a Stone Toad Bar & Grill, 1109 S. Oneida Street, Menasha; Mark M. Dix/Agent
13. Tony Eikland, d/b/a Tony's Tayco Tap, 10 Tayco Street, Menasha
14. Kreibels, LLC, d/b/a The Old Grog, 546 Broad Street, Menasha; Rosita Eisenach/Agent
15. Thomas Siegel, d/b/a Tony's Bar, 212 Manitowoc Street, Menasha
16. Patrick Dufrane, WeatherVane Restaurant, 186 Main Street, Menasha
17. Wilzke's Pub, LLC, d/b/a Wilzke's Pub, 528 Milwaukee Street, Menasha; Barbara Wilson/Agent
18. Wiseguys Pizzeria LLC, d/b/a Wiseguys Pizzeria & Pub, 1440 S. Oneida Street, Appleton; Brenda Jorgensen/Agent

Reserve "Class B" and Class "B" Liquor and Malt

1. Chicken Grill of Menasha Inc., d/b/a Chicken Palace of Menasha, 1550 Appleton Road, Menasha; Carlos Ayala/Agent
2. Lake Park Swim and Fitness, LLC, d/b/a Lake Park Swim & Fitness, 730 Lake Park Road, Menasha; Megan Collins/Agent
3. 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 Police Department has done 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 Departments report all financial obligations to the City have been satisfied for all applicants. **Staff recommends approval of these applications for the 2023—2024 licensing year.**



Memorandum

Date: June 1, 2023
To: Common Council
From: Valerie Neuman, City Clerk
Subject: Outdoor Alcoholic Beverage Permit, July 1, 2023 - June 30, 2024

In accordance with Section 7-2-17 of the City of Menasha Municipal Code, the following establishments submitted applications for extension of “Class B” and Class “B” license for the July 1, 2023 - June 30, 2024 licensing period and request outdoor service of alcoholic beverages on their patio area per the attached site map.

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

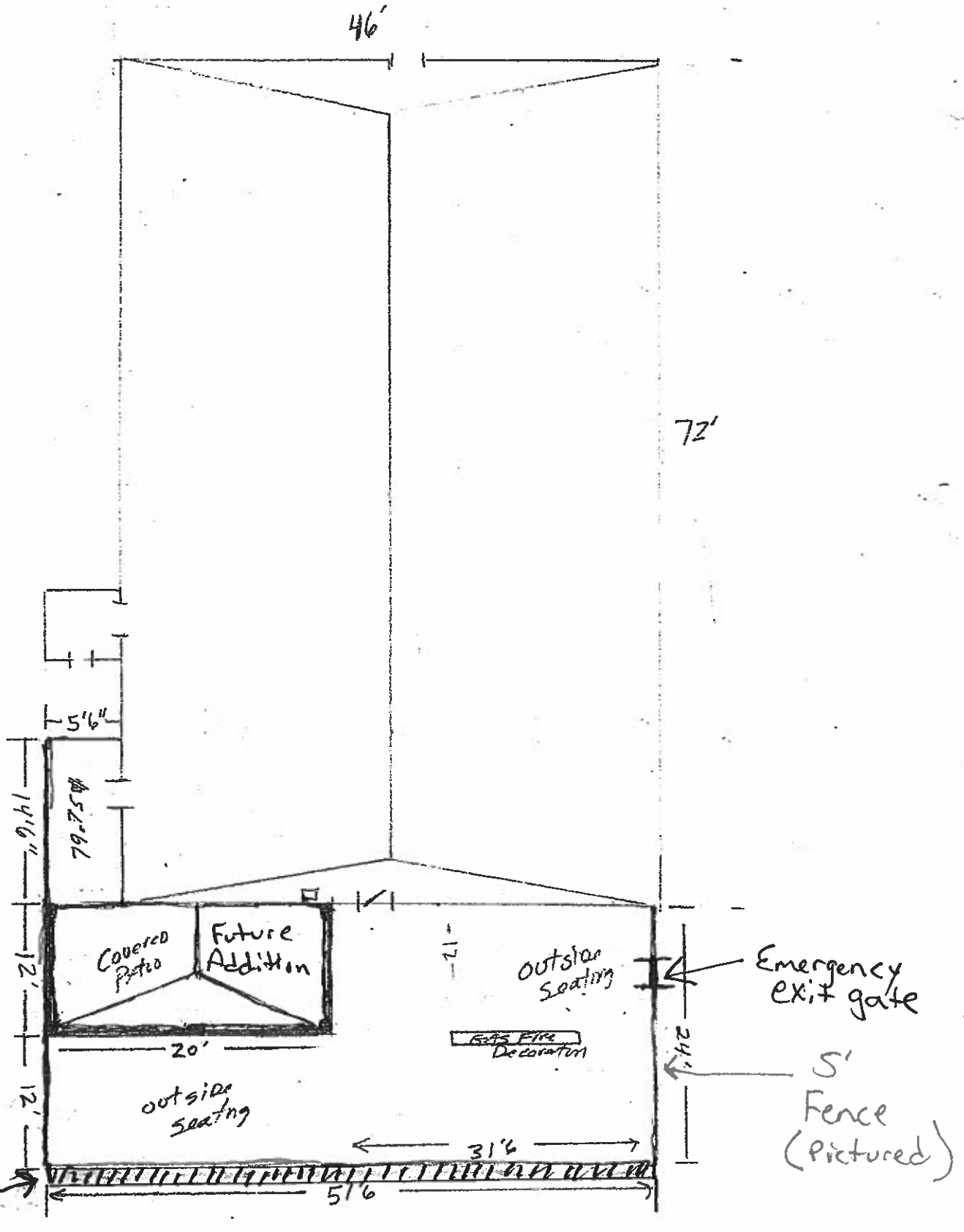
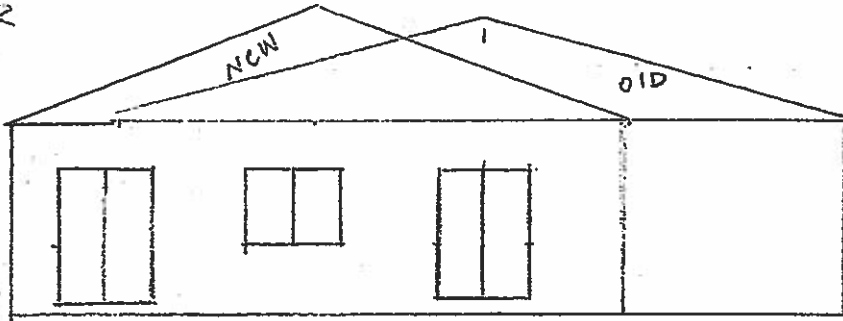
Please be advised the Clerk’s Office received two (2) separate neighbor complaints in response to the 150-foot radius letters to parcel owners by El Jaripeo Menasha. The complaints do not revolve around times of restaurant/patio operation, but during morning hours when staff is doing prep work prior to restaurant open (music level). The Menasha Police Department is reviewing these stated issues to ensure noise pollution compliance.

In accordance with Section 7-2-17 of the City of Menasha Municipal Code, the following establishments submitted applications for extension Class “B” license for the July 1, 2023 - June 30, 2024 licensing period and request outdoor service of alcoholic beverages on their patio area per the attached site map.

1. S&S Distilling LLC, d/b/a Tight Barrel Distillery, 222 & 226 Main Street, Menasha; Jarred J Sovey/Agent
2. Mario Nunez, d/b/a/ Crazy Donkey Burrito Grill, 14 Tayco Street, Menasha

Recommendation: Staff recommends the approval of the above applications for the 2023-2024 licensing year.

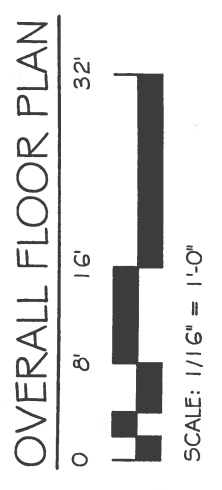
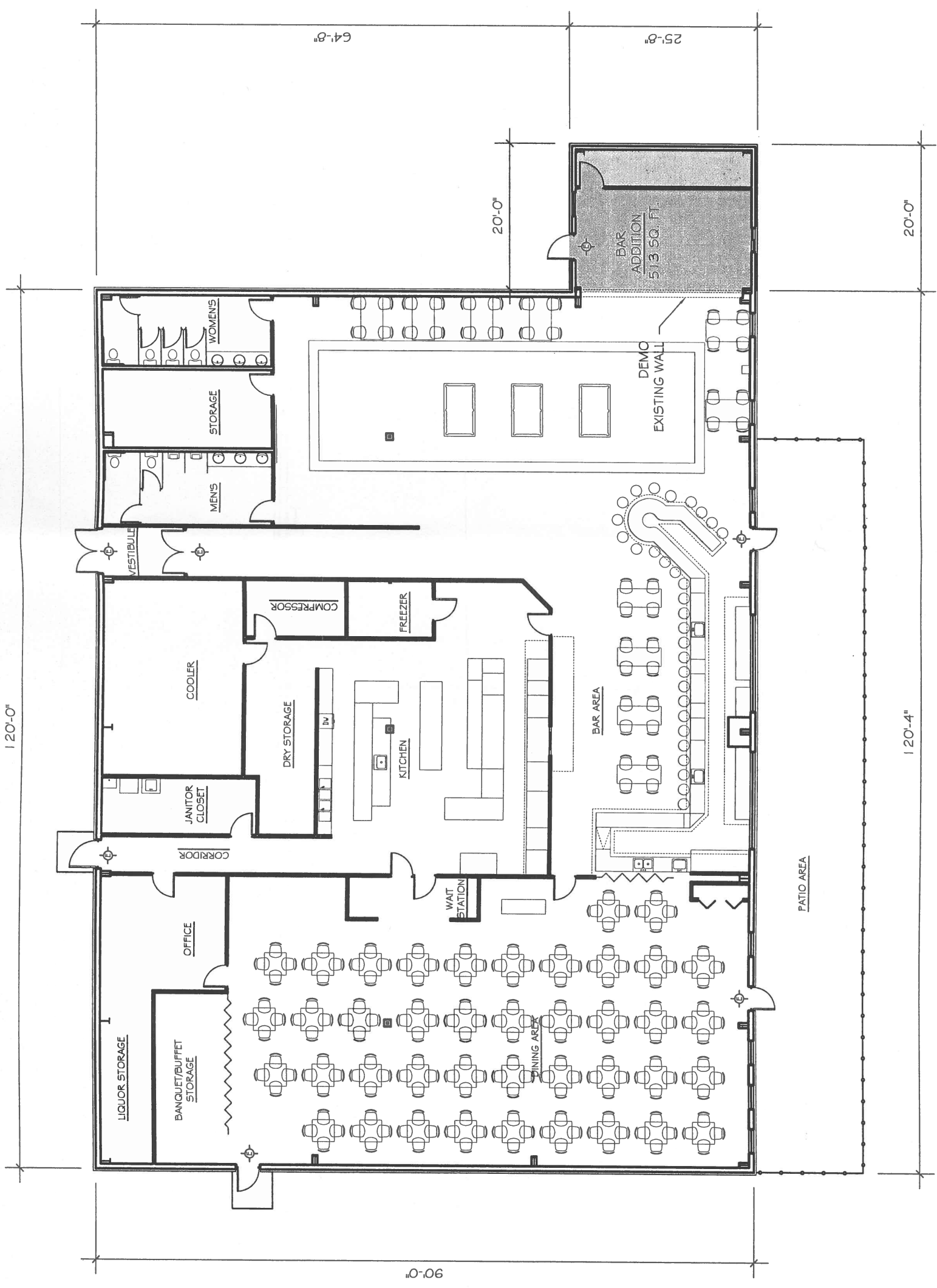
THEY LINE 15AR
977 Plank Rd
Monastria.





REVISIONS:

FILE: -
JOB: -
JOB DESCRIPTION: BAYLAND BUILDINGS, INC. CAD # -



EXIT LITE

31 Ft

PATIO



PATIO



PATIO



PATIO



PATIO



PATIO



PATIO



PATIO



PATIO



PATIO



PATIO



PATIO



38 Ft



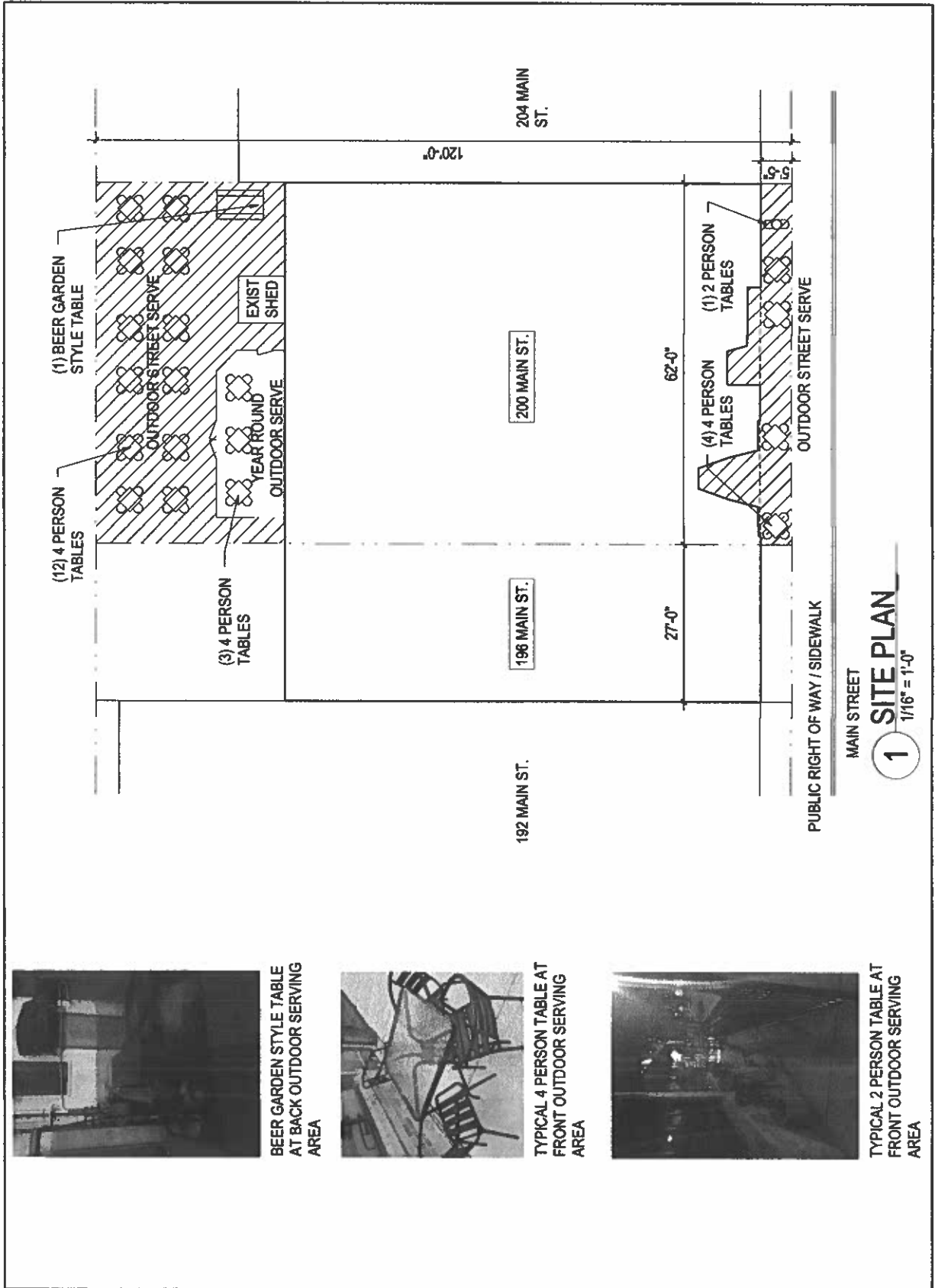
OUTDOOR SERVE APPLICATION

SEASONAL STREET 3/27/21

198-200 MAIN ST.
MENASHA WI

SITE PLAN

A0.01B



BEER GARDEN STYLE TABLE AT BACK OUTDOOR SERVING AREA



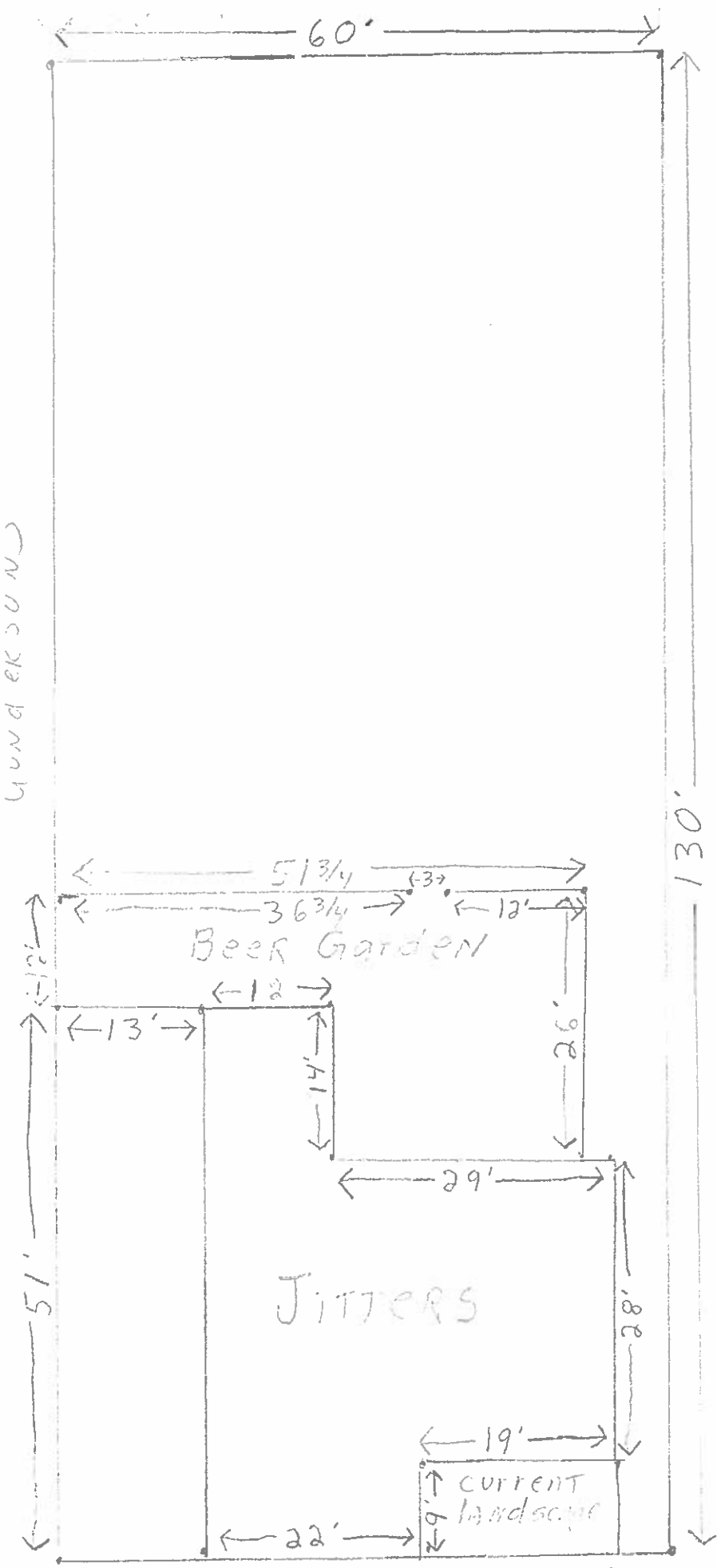
TYPICAL 4 PERSON TABLE AT FRONT OUTDOOR SERVING AREA



TYPICAL 2 PERSON TABLE AT FRONT OUTDOOR SERVING AREA

1 SITE PLAN

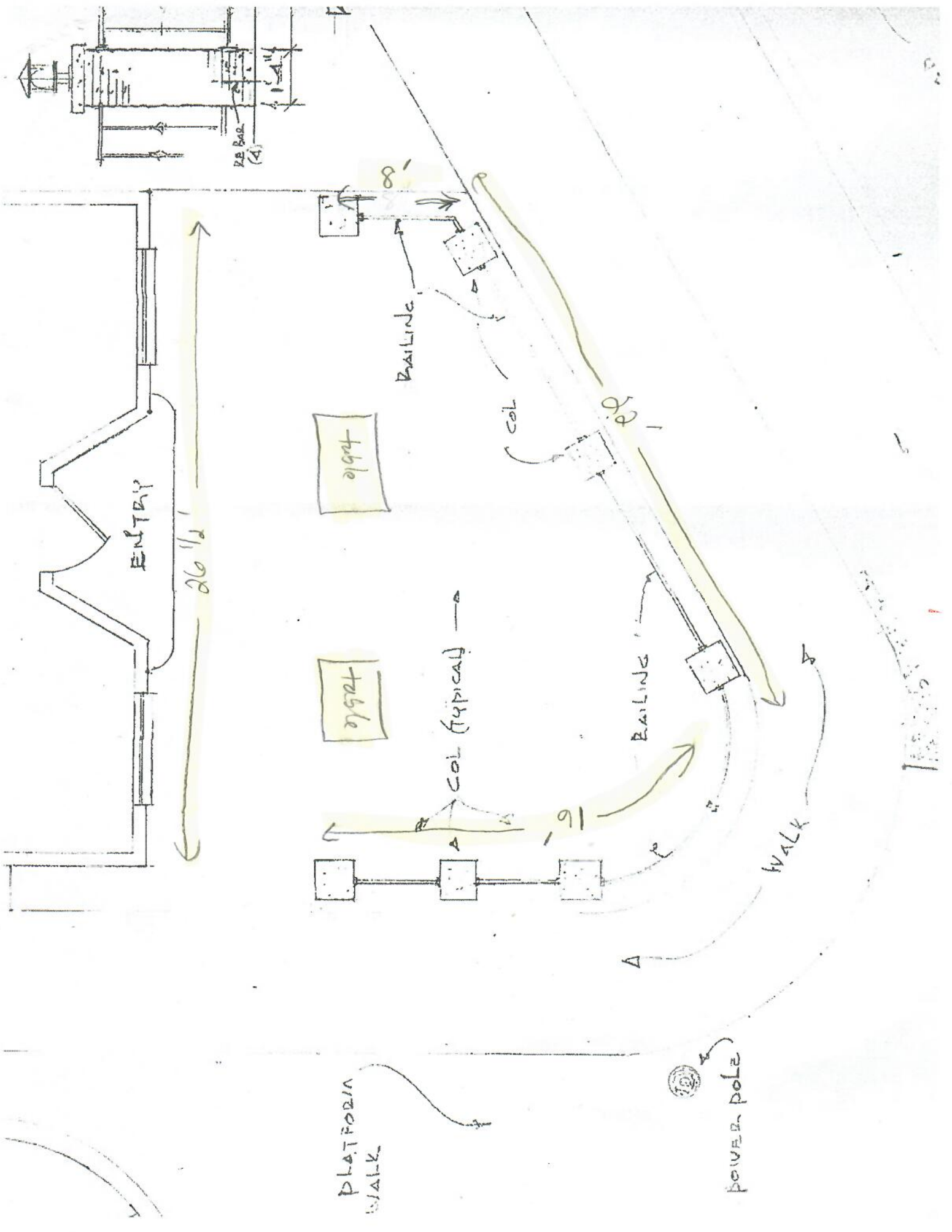
1/16" = 1'-0"



GUND EK 50 N

Scale 1" = 15 Feet Main St.





10 Layco Street

36'



Parking

5'-0"

12'-0"

Back door

22'-0"

Bar Building

Emergency Gate

12'-0"

Back Fence/wall Greater Than 42"

Entrance to Bar

Enclosed/Fenced Concrete Patio

Layco Top Building wall

Neighboring Brick wall Building

Front door

Fence Greater Than 42" High

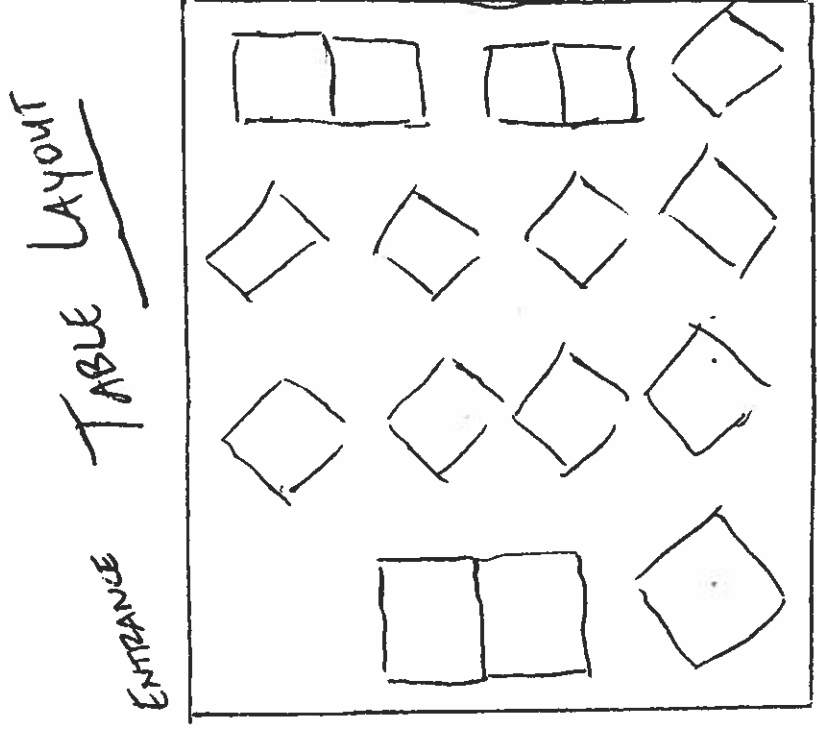
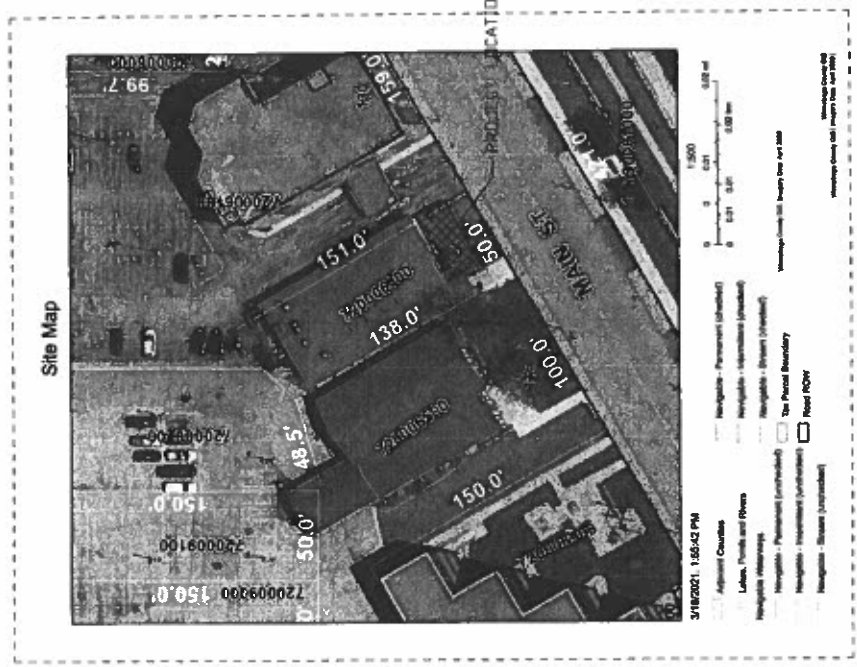
Triumph Engineering, LLC
 109 S. Appleton Street, Suite 200
 Appleton, WI 54911

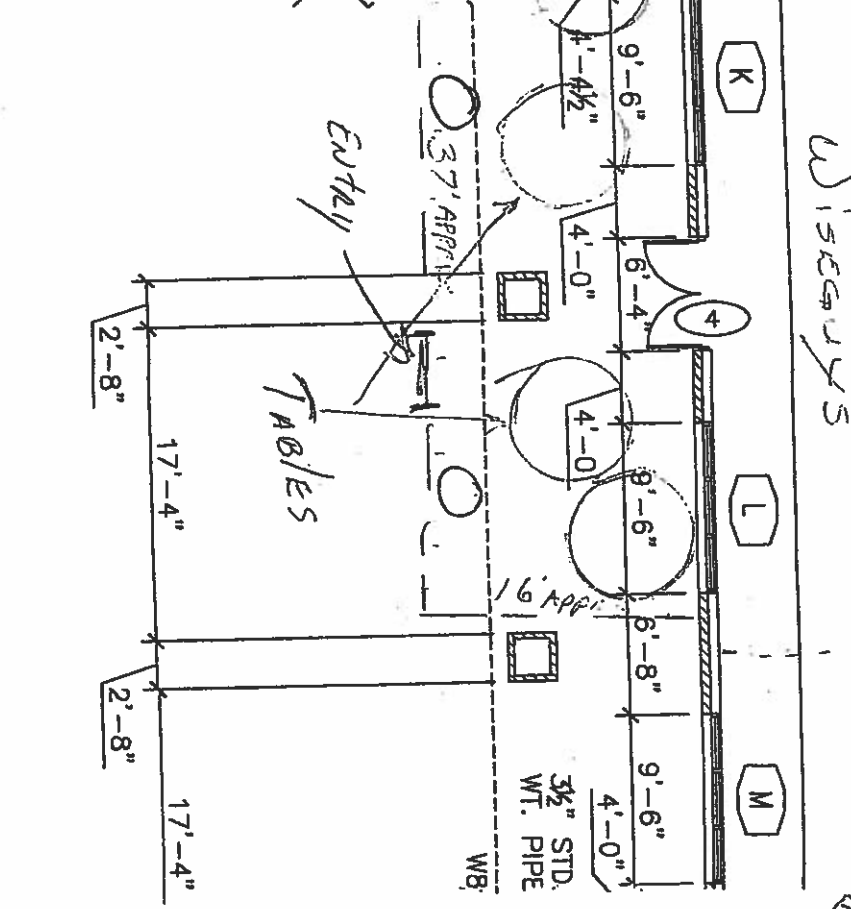
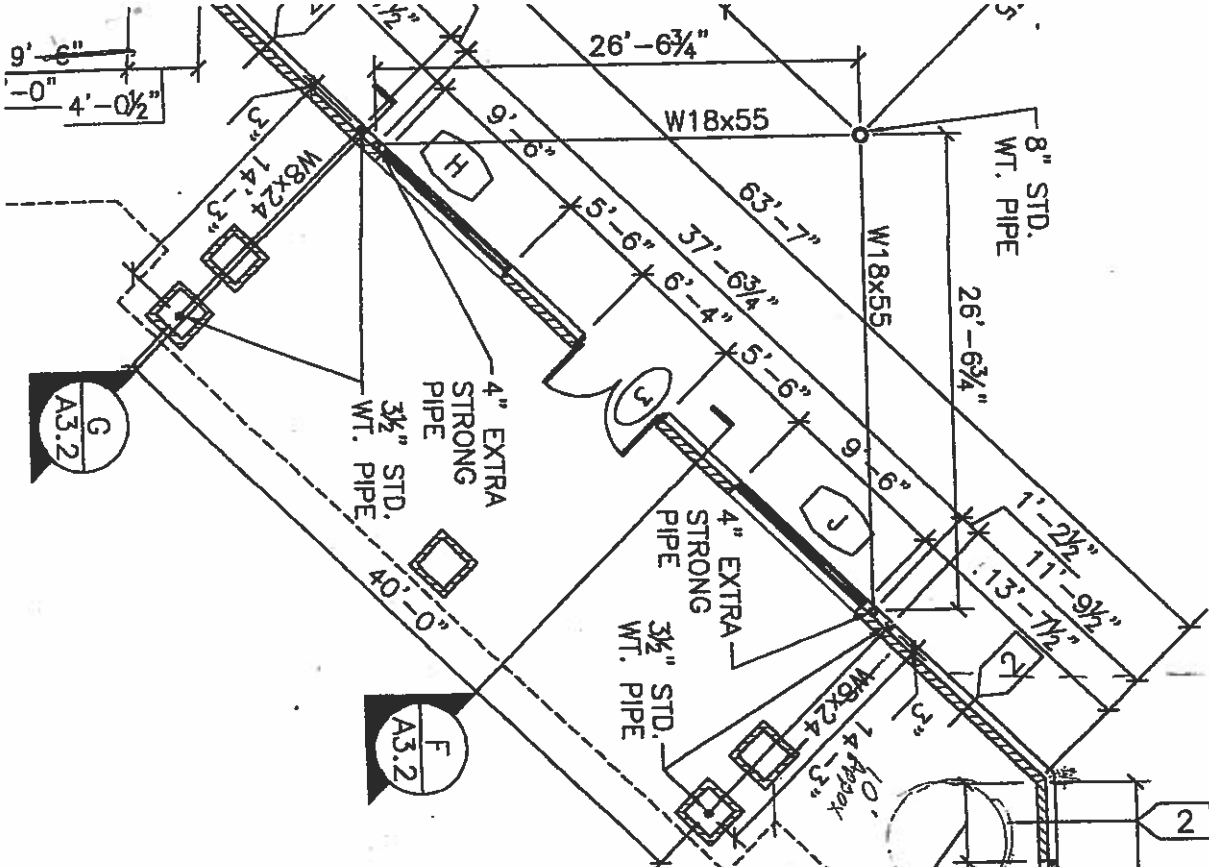
PARKER JOHNS
 224 MAIN ST
 MENASHA, WI 54952

PROJECT: DECK REPLACEMENT
 MENASHA, WI

PROJECT # 2021
 DATE: 04/15
 SCALE: 1/8" = 1'-0"
 SHEET DESCRIPTION: SITE & NOTES
 SHEET NO. 01

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL BUILDING CODE, AS ADOPTED BY THE "WISCONSIN BUILDING CODE".
 2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND THE LOCAL HEALTH DEPARTMENT.



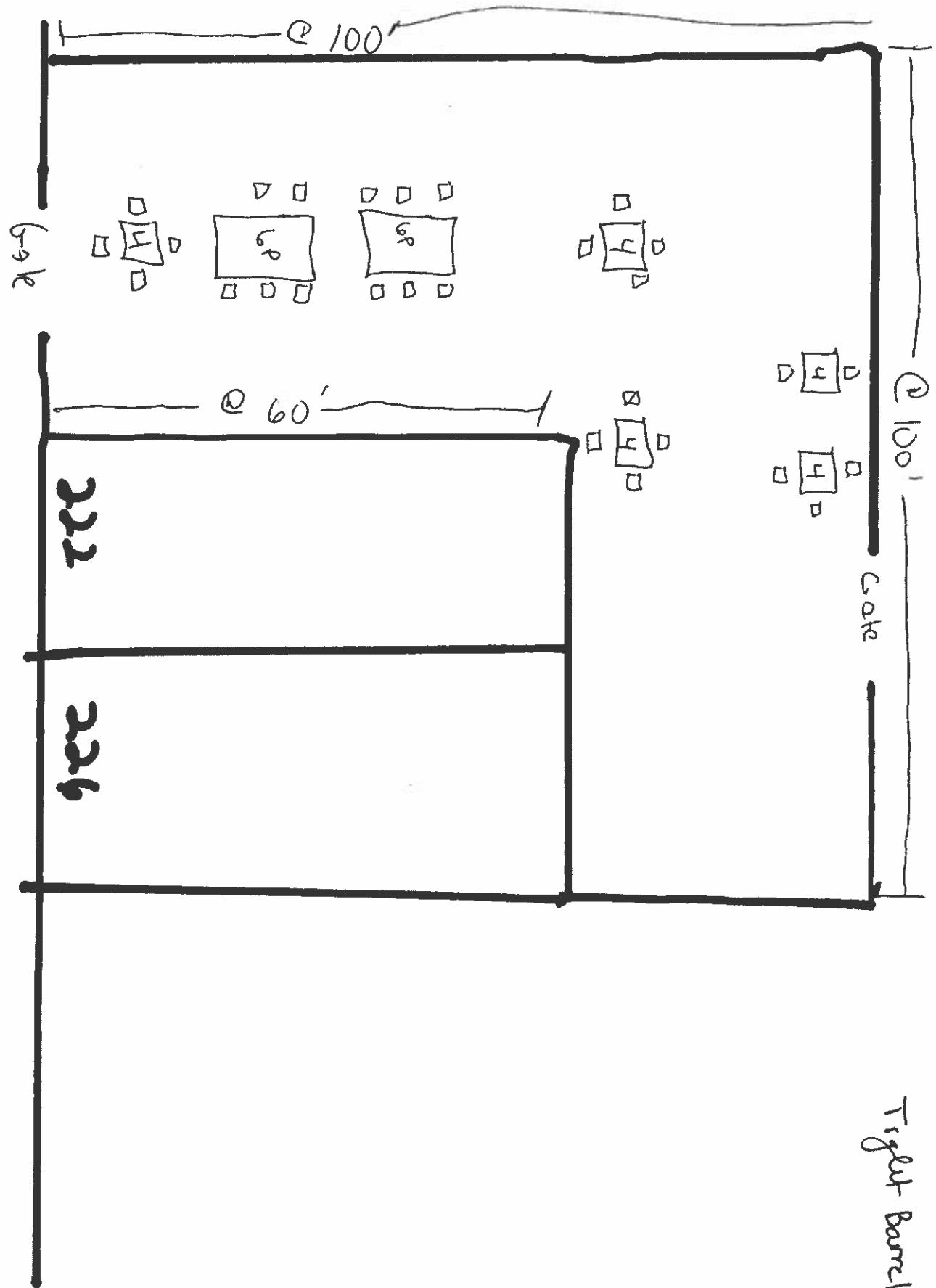


WISSEGUYS PIZZERIA + PUB.
OUTDOOR SEATING

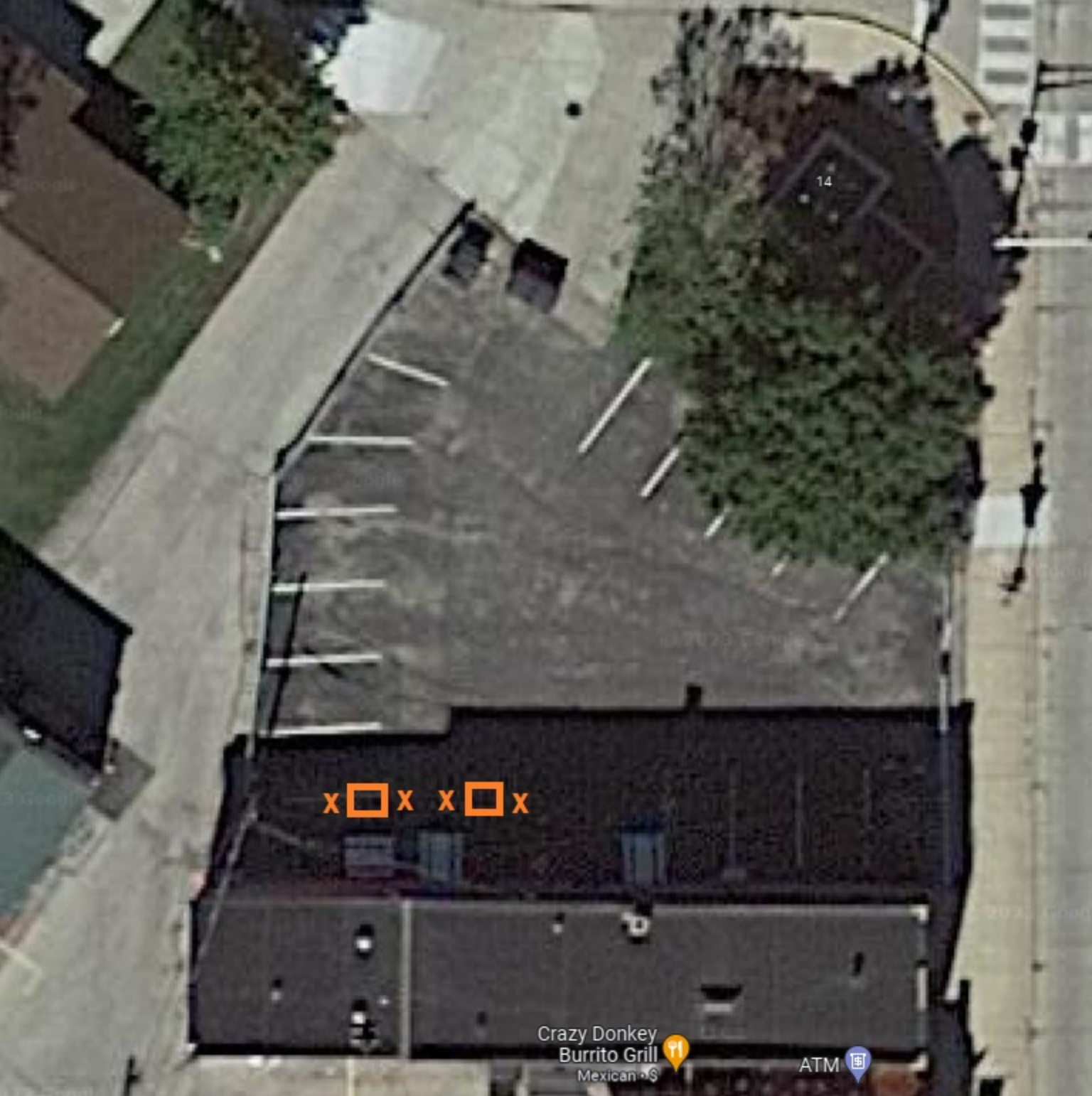
WISSEGUYS

SEATING #1'S
FOR
BATHROOMS

Tight Barrel Distillery



Main Street



14

x □ x x □ x

Crazy Donkey
Burrito Grill
Mexican • S



ATM





Memorandum

Date: June 1, 2023
To: Common Council
From: Valerie Neuman, City Clerk
Subject: Outdoor Street Serve Permits for June 5, 2023 – November 30, 2023

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, 2023.

All required documentation has been received including proof of insurance, scaled site plans, and photos and placement of all furnishings – there are no changes from the previous year's application.

Recommendation: Staff recommends the approval of the Outdoor Street Serve Permit for the above-listed business for the 2023 licensing year.



Memorandum

Date: June 1, 2023
To: Common Council
From: Valerie Neuman, City Clerk
Subject: Rusted Roost Restaurant and Bar, 192 Main Street, Menasha

An application for a Class "B" and "Class B" Liquor License has been submitted by the Rusted Roost, LLC d/b/a Rusted Roost Restaurant and Bar, 192 Main Street, Menasha for the remainder of the 2022-2023 licensing year.

In accordance with Section 7-2-8 of the City Code, the Police Department completed a background check and has no objections. The Fire Department, Health Department, and Building Inspectors have inspected the property and have no reason to hold up the liquor license approval.

Please be advised the applicant will not have to have an outdoor/street service area permit at this time; seating will be restricted within the interior of the building itself.

Staff recommends approving the Class "B" and "Class B" Liquor License for Rusted Roost, LLC d/b/a Rusted Roost Restaurant and Bar, 192 Main Street, Menasha for the remainder of 2022-2023 licensing year.

↑-Y↑ - click mouse in ↑-or the license period beginning field to begin and tab throughout. Use mouse to check appropriate boxes, spacebar or enter.

Save

Print

Clear

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning 6/5/23 ending: 7/1/2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } Menasha
 Village of }
 City of }

County of Winnebago Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1031071198-04</u>	
FEIN Number	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100.00</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>375.00</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>50.00</u>
TOTAL FEE	\$ <u>525.00</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Rusted Roost, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Mulder</u>	<u>Kari</u>	<u>Lynn</u>	<u>6648 N. Kurey Dr. Appleton, WI 54913</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Rusted Roost Restaurant & Bar Business Phone Number 920-277-6164
 2. Address of Premises 192 Main St. Menasha, WI Post Office & Zip Code 54952

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

The building is located at 192 Main St in the City of Menasha. This building will be a restaurant offering full bar service on main floor along with full bar service on rooftop of building (lounge area). The alcohol beverages will be stored in basement of building and at both bar areas.

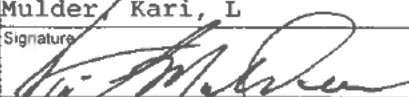
4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

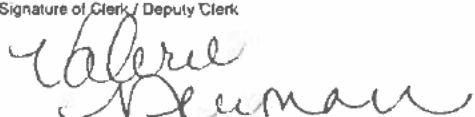
(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
 Owner has received the responsible beverage server training certificate. See Attached.
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state Wisconsin and date 07/26/2021 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
Chook House, LLC (Building only)
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Mulder Kari, L	Title/Member Owner/Proprietor	Date 04-11-2023
Signature 	Phone Number	02/08/2022 VIM

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 5/10/23	Date reported to council / board 6/5/23	Date provisional license issued	Signature of Clerk / Deputy Clerk 
Date license granted	Date license issued	License number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Menasha County of Winnebago
 City

The undersigned duly authorized officer/member/manager of Rusted Roost, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Rusted Roost Restaurant & Bar
(Trade Name)

located at 192 Main St. Menasha, WI 54952

appoints Kari L Mulder
(Name of Appointed Agent)
6648 N. Kurey Dr. Appleton, WI 54913
(Home Address of Appointed Agent)

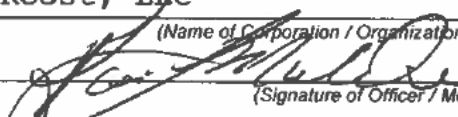
to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 53 years

Place of residence last year 6648 N. Kurey Dr. Appleton, WI 54913


For: Rusted Roost, LLC
(Name of Corporation / Organization / Limited Liability Company)
By: 
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Kari L Mulder, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 04-11-2023
(Signature of Agent) (Date) Agent's age
6648 N. Kurey Dr. Appleton, WI 54913 Date of birth
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)	(first name)	(middle name)
Mulder	Kari	Lynn
Home Address (street/route)	Post Office	City
		State
		Zip Code

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Kari Mulder** of **Rusted Roost, LLC**

(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

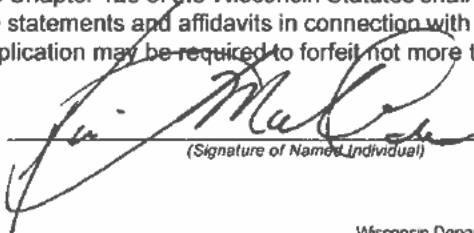
The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 53 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. _____
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Community Care, Inc.	1826 N. Casaloma Dr. Appleton	05/2016	05/2021
Innovative Services,	808 W. Wisconsin Ave Appleton	11/2014	05/2016

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.



(Signature of Named Individual)



WISCONSIN DEPARTMENT OF REVENUE
PO BOX 8902
MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
MADISON, WI 53708-8902
ph: 608-266-2776 fax: 608-224-5761
email: DORBusinessTax@wisconsin.gov
website: revenue.wi.gov

Letter ID L1805591760

RUSTED ROOST, LLC
6648 N KUREY DR
APPLETON WI 54913-8590

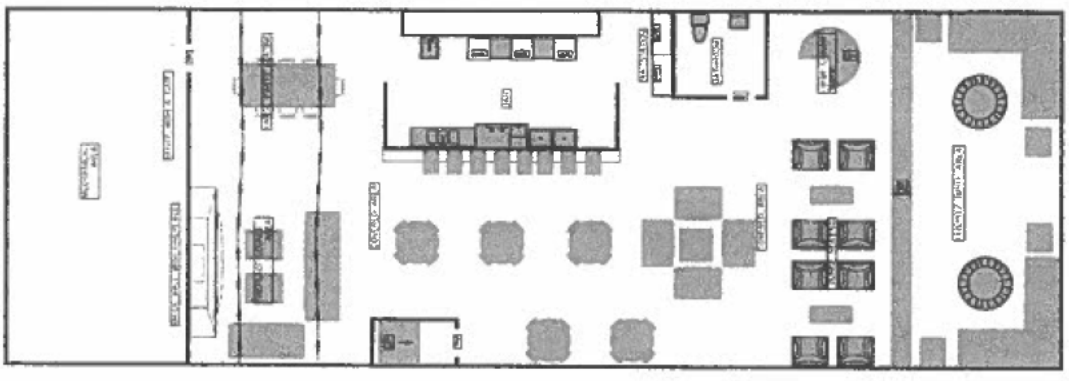
Wisconsin Department of Revenue Seller's Permit

Legal/real name: RUSTED ROOST, LLC
Business name: RUSTED ROOST RESTAURANT & BAR
192 MAIN ST
MENASHA WI 54952-3174

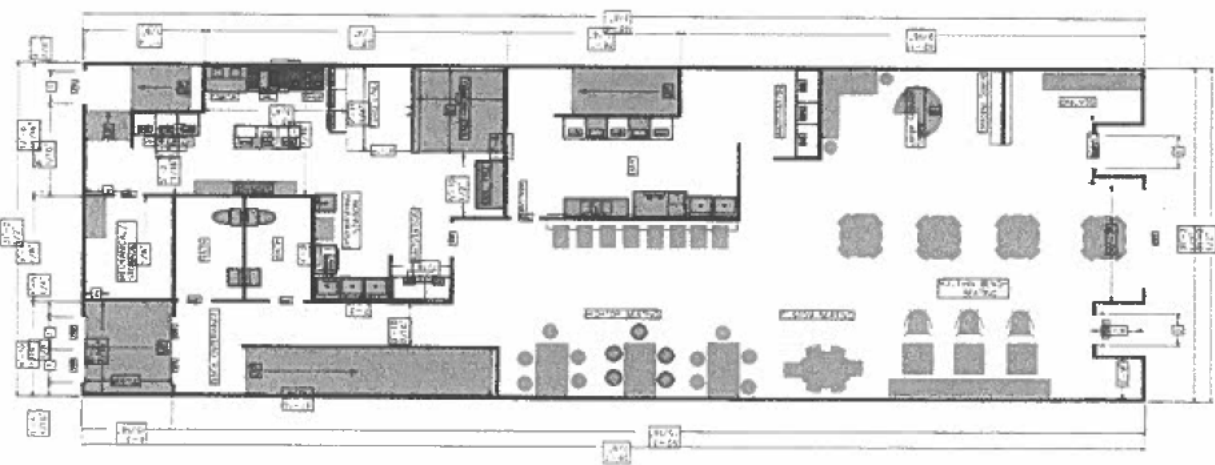
- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	

PROPOSED AT TERRATION FOR
 LISTED HOOST RESTAURANT AND BAR
 82 MENASHA WISCONSIN 5482202
 BAY ARCHITECTS, L.L.C.



Roof Plan



First Floor Plan

SYMBOL	DESCRIPTION
[Symbol]	1.00' WALL
[Symbol]	1.50' WALL
[Symbol]	2.00' WALL
[Symbol]	2.50' WALL
[Symbol]	3.00' WALL
[Symbol]	4.00' WALL
[Symbol]	5.00' WALL
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[Symbol]	100.00' WALL

WALL TYPES & LEGEND

1. ALL WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).

2. ALL WALLS SHALL BE CONSTRUCTED WITH 1/2" GYPSUM BOARD ON BOTH SIDES UNLESS OTHERWISE NOTED.

3. ALL WALLS SHALL BE FINISHED WITH A FINISH SYSTEM AS NOTED.

4. ALL WALLS SHALL BE FINISHED WITH A FINISH SYSTEM AS NOTED.

5. ALL WALLS SHALL BE FINISHED WITH A FINISH SYSTEM AS NOTED.

6. ALL WALLS SHALL BE FINISHED WITH A FINISH SYSTEM AS NOTED.

7. ALL WALLS SHALL BE FINISHED WITH A FINISH SYSTEM AS NOTED.

8. ALL WALLS SHALL BE FINISHED WITH A FINISH SYSTEM AS NOTED.

9. ALL WALLS SHALL BE FINISHED WITH A FINISH SYSTEM AS NOTED.

10. ALL WALLS SHALL BE FINISHED WITH A FINISH SYSTEM AS NOTED.

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).

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6. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).

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8. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).

9. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).

10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND THE 2018 INTERNATIONAL RESIDENTIAL CODE (IRC).



MEMORANDUM

Date: June 5, 2023
To: Common Council
From: Community Development Department/SS
RE: Offer to Purchase – 205 Mathewson Street (Parcel 3-00584-00)

In the summer of 2019, the Common Council acquire 205 Mathewson Street from Winnebago County which was taken on tax foreclosure. Since early 2021, the City has had the property listed through a listing agency. Most recently, the City executed a new contract with Kyle Kehoe, Realty One Group Haven on May 8, 2023. The provisions on the contract were as follows:

1. Six (6) percent commission fee
2. List Price of \$22,900.00 per lot
3. Buyer shall execute a land purchase and development agreement with the City of Menasha at or before closing:
 - a. Buyer agrees to construct a single family home within 18 months from the date of closing demonstrated by the issuance of building permits and the substantial commencement of construction.
 - b. Buyer, and all subsequent owners shall not sell the property to the Neenah Menasha Sewerage Commission or affiliates without prior written consent from the City of Menasha
4. Deed Restrictions
 - a. Grantee guarantees Grantor that if the Property becomes tax exempt, the Property 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.
 - b. City shall have a right of reversion if building permits and substantial construction have not commenced within 18 months from the date of closing.
5. City will not make any representations or provide gap coverage
6. Listing Exclusions: Neenah Menasha Sewerage Commission

On May 12, 2023, the City of Menasha received a full price offer for the property from Akey Property Management LLC. Below are the terms of the offer:

- A. Purchase price of \$22,900.00 – full price offer
- B. Earnest Monies of \$2,000.00 within 5 days of acceptance
- C. Binding acceptance date or June 6, 2023
- D. Closing on or before June 20, 2023
- E. Addenda 1 (as highlighted above in 3. through 6.) is made part of the offer

Staff recommends the Common Council motion to approve the offer to purchase by Akey Property Management, LLC, including the Addenda 1 and directing staff to draft and execute a land purchase and development agreement based upon the terms above.

Approved by the Wisconsin Real Estate Examining Board
1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

Realty One Group Haven
Page 1 of 12, WB-13

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON May 12, 2023 [DATE] IS (~~AGENT OF BUYER~~)

2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Akey Property Management LLC

4 offers to purchase the Property known as 205 Mathewson St

5 _____

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7 attach as an addendum per line 686] in the City of Menasha,

8 County of Winnebago Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Twenty-Two Thousand, Nine Hundred

10 _____ Dollars (\$ 22,900.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____

13 _____

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**

15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

17 lines 12-13) and the following: _____

18 _____

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**

20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be

22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage

23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not

24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations

25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**

27 **an addendum per line 686.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

29 on or before June 6, 2023.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on June 20, 2023

37 _____

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,

39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

43 **transfer instructions.**

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ 2,000.00 will be mailed, or commercially, electronically

48 or personally delivered within 5 days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____

50 _____) **STRIKE THOSE NOT APPLICABLE**

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**

53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**

54 **disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except:

80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____ **N/A** _____ , which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry> .

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/> .

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 10 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Single family home with basement and
252 attached garage

253 _____ **[insert proposed use**
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**
266 **ALL THAT APPLY** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____

274 _____
275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE**:

277 electricity at the lot line ; gas at the lot line ; sewer at the lot line ;
278 water at the lot line ; telephone _____ ; cable _____ ;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____

293 _____
294 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

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

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
406 the time of verification, sufficient funds to close; or
- 407 (2) _____

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____
437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and
- 448 (3) Any of the following checked below:
 - 449 Proof of bridge loan financing.
 - 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453 _____
454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:

- 472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.
- 475 Current assessment times current mill rate (current means as of the date of closing).
- 476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
- 478 _____

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
480 **substantially different than the amount used for proration especially in transactions involving new construction,**
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
482 **assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
 496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 507 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than 10 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 517 objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have 5 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 536 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

537 _____
 538 _____ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If Buyer defaults, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If Seller defaults, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
651 _____
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: _____

671 Name of Buyer's recipient for delivery, if any: _____

672 (2) **Fax**: fax transmission of the document or written notice to the following number:

673 Seller: (_____) Buyer: (_____) _____

674 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

677 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: _____

680 Address for Buyer: _____

681 (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: kehoek@outlook.com

683 Email Address for Buyer: kehoek@outlook.com

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 **ADDENDA**: The attached Addendum Ranw A, 1 is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Kyle Kehoe - Realty One Group - Haven

688 DocuSigned by:

689 (x) Trisha Akey, Member 5/12/2023

690 Buyer's Signature ▲ Print Name Here ▶ Akey Property Management LLC Date ▲

691 (x) _____

692 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
696 **COPY OF THIS OFFER.**

697 (x) _____
698 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] _____

702 _____ on _____ at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

REALTORS® ASSOCIATION OF NORTHEAST WISCONSIN, INC.
W6124 Aerotech Drive, Appleton, WI 54914

RANW ADDENDUM A TO THE OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated May 12, 2023 (Offer), made by the undersigned
 2 Buyer with respect to the Property at 205 Mathewson St Menasha, Wisconsin (Property).

3 PARAGRAPHS PRECEDED BY A BOX () ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM IF THE BOX IS
 4 MARKED, SUCH AS WITH AN "X".

5 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS**

6 Real estate agent(s) may furnish a list of independent inspectors/testers to the Seller/Buyer as a convenience to the Party(ies)
 7 and are not responsible for the competency or performance of the inspectors/testers. The Party designated as responsible for
 8 obtaining any inspection or test shall be solely responsible for determining the qualifications of the inspector/tester. In the event
 9 any inspection or test is ordered on behalf or at the direction of a Party by a Firm in the transaction, the Parties agree to hold the
 10 Firm harmless for any damages or liability resulting from the inspection or test, other than that caused by the Firm's negligence
 11 or intentional wrongdoing. Buyer may receive copies of certain inspection(s), test(s), appraisal(s) or other reports prepared for
 12 other parties and Buyer should review carefully such reports to determine the age and purpose of the report(s) and the
 13 standards of practice followed by the individual or entity preparing the report(s).

14 **WAIVER OF HOME INSPECTION CONTINGENCY**

15 Buyer acknowledges there may be benefits of a home inspection as defined in the Offer. Buyer voluntarily waives the inclusion
 16 of a home inspection contingency in this Offer.

17 **WAIVER OF APPRAISAL CONTINGENCY**

18 Buyer acknowledges there may be benefits to obtaining an appraisal report for the Property. Buyer voluntarily waives the right to
 19 have a separate appraisal contingency for the Property in this Offer.

20 **TESTING**

21 Unless otherwise specified, testing including testing for Hazardous Substances, is prohibited without a testing contingency. (See
 22 Testing Contingency on lines 32-49).

23 **HAZARDOUS SUBSTANCES**

24 The parties are aware that public information sources indicate that certain hazardous substances, along with some building
 25 materials, including but not limited to, lead, lead-based paint, arsenic, radium, solvents, pesticides, radon gas, asbestos, mold
 26 and other toxic substances and chemicals within a structure, in soils, water service lines or in public and private drinking water
 27 (see: <http://www.dnr.wi.gov>), can cause serious health hazards.

28 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant
 29 health hazard, unless otherwise indicated in Seller's Real Estate Condition Report or other written disclosures provided to
 30 Buyer. Buyer is encouraged to include inspection and testing contingencies in this Offer with respect to these substances and to
 31 consult with the appropriate experts if such condition(s) are material to Buyer.

32 **TESTING CONTINGENCY**

33 This offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Buyer obtaining" if neither is stricken) a
 34 current written report from a qualified third party documenting the results of testing conducted pursuant to applicable
 35 government or industry protocols and standards, and which disclose(s) no unsafe levels of [indicate substances or compounds
 36 to be tested]: _____

37 _____
 38 within _____ days after acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense.

39 This Testing Contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for obtaining said reports,
 40 delivers to Seller a copy of the written testing report(s) and a written notice listing the Defect(s) identified in such report(s) to
 41 which Buyer objects (Notice of Defects).

42 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** have the right to cure (Seller "shall" if neither is stricken). If Seller has
 43 the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days after Buyer's
 44 delivery of the Notice of Defects stating Seller elects to cure Defects; (2) curing the Defects in a good and workmanlike manner;
 45 and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void
 46 if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and; (1) Seller does not have a right to
 47 cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely
 48 deliver the written notice of election to cure. A Defect is defined as per the Offer and does not include structural, mechanical or
 49 other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

50 **CLOSING OF BUYER'S PROPERTY CONTINGENCY**

51 This Offer is contingent upon the closing of the sale of Buyer's property located at _____
 52 _____ no later than _____ (the Deadline).
 53 Buyer's property is, or shall be, within 7 days of acceptance of this Offer, listed for sale with _____
 54 _____ at a list price no greater than \$ _____
 55 or Seller will have the right to declare this Offer null and void by written Notice delivered to Buyer.

56 If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the
 57 Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the
 58 time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency.
 59 Delivery of verification of bridge loan financing shall not extend the closing date for this Offer.

60 **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY AND NO BUMP:**61 **(Select 1 of 3 options below if no Bump Clause in Offer and the Closing of Buyer's Property Contingency is used)**62 Seller acknowledges Buyer has provided Seller a copy of the accepted offer for the purchase of Buyer's property.

63 Buyer shall deliver to Seller, no later than three days after acceptance of this Offer, a copy of the accepted offer for
 64 the purchase of Buyer's property with written proof that all contingencies are satisfied or removed, and which has a closing date
 65 on or before the closing date in this Offer.

66 Buyer shall deliver to Seller, no later than three days after acceptance of this Offer, a copy of the accepted offer for
 67 the purchase of Buyer's property which is subject to financing, (Insert any other applicable contingencies), _____
 68 _____
 69 _____ and which has a closing date on or before the closing date in this Offer.

70 If lines 63-65 or 66-69 are part of this Offer and Buyer does not make timely delivery of a copy of the accepted offer for
 71 the purchase of Buyer's property that is consistent with the representation(s) above, Seller may terminate this Offer by delivering a
 72 written notice of termination to Buyer prior to **(Buyer's delivery) (Seller's Actual Receipt) ~~STRIKE ONE~~** ("Buyer's delivery"
 73 if neither is stricken) of a copy of the accepted offer for the purchase of Buyer's property.

74 **CONTINUED MARKETING WITH BUMP CLAUSE: (Do NOT Use If Lines 60-73 Are Used)**

75 If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. This Offer
 76 shall be null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the Property unless
 77 Buyer, prior to such notice or within _____ hours ("72" if left blank) of Buyer's Actual Receipt of such notice, delivers to Seller one
 78 of the following:

79 (1) written notice that Buyer is waiving the Closing of Buyer's Property Contingency and all financing contingencies in this Offer,
 80 AND either a copy of a written loan commitment not subject to the sale of Buyer's property, or reasonable written verification from
 81 a financial institution or a third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds
 82 necessary to close this transaction which are not contingent on the sale of Buyer's property; **OR**

83 (2) a copy of the offer for the purchase of Buyer's property which has all contingencies, other than any financing and appraisal
 84 contingencies, properly removed or satisfied AND written verification from a lender that buyer under said offer to purchase
 85 has been pre-approved for financing, making this offer subject to the closing of the sale of Buyer's property. If the offer for
 86 Buyer's property subsequently becomes null and void or is terminated for any reason, Buyer shall promptly notify Seller in
 87 writing and Seller may terminate this Offer by delivering a written notice of termination to Buyer.

88 **NOTE: A financing pre-approval is NOT considered a loan commitment.**

89 If Buyer accepts a bona fide offer for the purchase of Buyer's property prior to receiving written notice from Seller that Seller
 90 has accepted a bona fide secondary offer, Buyer shall promptly notify Seller of such acceptance. Such notification is for
 91 information purposes only and does NOT modify any part of this Offer.

92 Unless Seller has given Buyer notice of a bona fide secondary offer, once Buyer has an accepted offer on Buyer's property that
 93 complies with requirement (2) above, Buyer promptly shall deliver to Seller a copy of such offer and this Continued Marketing With
 94 Bump Clause contingency shall be deemed modified whereby Seller will not have the right to give Buyer a notice of a bona fide
 95 secondary offer for the purpose of bumping this Offer or making this Offer null and void.

96 Other than the deadlines for Buyer Financing Pre-approval letter, if applicable, payment of Earnest Money and _____

97 _____,
 98 all deadlines in this Offer which run from acceptance shall run from the time Buyer has complied with requirement (1) above or
 99 when Buyer has an accepted offer for the purchase of Buyer's property that complies with requirement (2) above.

100 **NOTE: Buyer may not unilaterally waive this contingency without compliance with (1) or (2) above.**

101 **RADON TESTING CONTINGENCY**102 **CAUTION: Only check one of the boxes** at line 108 or line 124; do **NOT** select both.103 This Offer is contingent upon Buyer obtaining, at Buyer's expense, a current written report of the results of a radon test at the
104 Property performed by a qualified third party in a manner consistent with applicable EPA and Wisconsin Department of Health
105 Services (DHS) protocols and standards. If Buyer fails to deliver a copy of the radon test report to Seller within the timeline
106 described below, or if the radon test report indicates the level of radon is less than 4 picoCuries per liter (pCi//L) (using the EPA
107 Protocol Average if stated on the report), this contingency shall be deemed satisfied.108 If Buyer, within _____ days ("14" if left blank) after acceptance, delivers to Seller a written copy of a radon test
109 report with results indicating a level of radon of 4.0 pCi/L or more, Seller will permit a radon mitigation system to be
110 installed prior to closing, and **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) shall select: (1) a qualified
111 mitigation contractor to install an active radon mitigation system, consistent with EPA standards, prior to closing and
112 provide the Parties, using the same standards as above, with a written test report showing a radon level of less than 4.0
113 pCi/L; and (2) the location of radon mitigation vent piping: **[Choose only 1 of the 2 indented boxes below]**114 **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) is responsible for the total cost of radon
115 mitigation, expense not to exceed \$ _____ total.116 **Buyer and Seller** to equally share responsibilities for the total cost of radon mitigation, not to exceed
117 \$ _____ in total.118 The Party responsible for selecting the mitigation contractor, before any work commences, shall promptly provide the other
119 Party with a copy of a written estimate from such contractor for the total cost of the radon mitigation system installation. If
120 the total estimate exceeds the amount specified, any party responsible for the cost of the installation may deliver a written
121 notice to the other Party no later than 15 days before closing objecting to such installation. This Offer shall be terminated if
122 the other Party within 5 days after delivery of such written notice does not agree to pay the excess cost by delivering a
123 written notice to the objecting Party.124 If Buyer, within _____ days ("14" if left blank) after acceptance, delivers to Seller a copy of the radon report with
125 results indicating the level of radon is 4.0 pCi/L or more, this Offer shall be null and void.
126 (If the boxes at lines 108 and 124 are both checked, lines 108-123 shall prevail).127 **WAIVER OF RADON TESTING CONTINGENCY**128 Buyer acknowledges there may be benefits to testing for the presence of radon gas. Buyer voluntarily waives the inclusion of a
129 testing contingency for radon gas on the Property.130 **BUYER'S FINANCING PRE-APPROVAL**131 If this Offer is subject to financing, Buyer shall deliver to Seller, within 5 days after acceptance of this Offer, written verification
132 from a lender that Buyer has been pre-approved for financing. If Buyer does not make timely delivery of said pre-approval, Seller
133 may terminate this Offer by delivering a written notice of termination to Buyer prior to Buyer's delivery of a copy of Buyer's
134 written financing pre-approval to Seller.135 **NOTE: A financing pre-approval is NOT considered a loan commitment.**136 **SELLER'S CONTRIBUTION(S)**137 Seller shall give Buyer a credit at closing in the amount of \$ _____ to assist Buyer in purchasing the
138 Property. Buyer may use such funds for closing costs, pre-pays, escrows, and/or other fees allowed by Buyer's lender. Any
139 funds not approved by Buyer's lender/underwriter prior to closing shall be credited back to the Seller at closing.140 **CAUTION: No part of such funds may be used for payment of commission or fees to any Firm.**141 Buyer Agency Fee: Seller shall pay on behalf of Buyer at closing a Buyer Agency fee of \$ _____ or
142 _____ % of sale price to Buyer's Agent's Firm. **Such payment is in addition to any compensation offered to Buyer's
143 Agent's Firm through the MLS or other applicable Firm-to-Firm agreements.**144 **REPAIRS REQUIRED BY LENDER**145 If, as a condition of the mortgage loan commitment, the Buyer's loan program requires repairs other than repairs to which Seller
146 has previously agreed: **[SELECT ONLY ONE]**147 **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates
148 and making such repairs not to exceed \$ _____.149 **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.150 **(Buyer) (Seller) ~~STRIKE ONE~~** shall be responsible for the first \$ _____ of repair expenses and the
151 other Party shall be responsible for the next \$ _____ of repair expenses.152 **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) shall be responsible for obtaining estimates.153 **Buyer and Seller** shall be equally responsible for the total cost of repairs, not to exceed \$ _____.154 _____
155 The Party responsible for obtaining any estimate shall promptly provide a written copy to the other Party. If the total estimate
156 exceeds the amount specified, any Party responsible for the cost of the repair may deliver a written notice to the other Party no
157 later than 15 days before closing objecting to the excess cost. This Offer shall be terminated if the other Party within 5 days
158 after delivery of such written notice does not agree to pay the excess cost by delivering a written notice to the objecting Party.

159 CLOSING AND ESCROW FEE(S)

160 Buyer shall pay fees charged by the closing/escrow agent providing Buyer's mortgage closing services. In the event an escrow
161 is required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the fees
162 charged by the escrow agent.

163 **Cash Closing:** If this is a cash closing, closing fees charged by the closing agent will be paid by **(Buyer) (Seller) STRIKE ONE**
164 ("Buyer" if neither is stricken).

165 INSURABILITY OF PROPERTY

166 **CAUTION: For Flood Plain Insurance cost and insurability see lines 179-193.** Buyer is aware that the availability and cost
167 of property and/or homeowners insurance may be determined by numerous factors, including, but not limited to, insured party's
168 credit history (credit score), insured party's insurance claims history, condition of property, the type of electrical service on a
169 property, and the history of prior claims on a property.

170 **NOTE: The Parties acknowledge that real estate licensees are not experts with respect to insurance and are advised to**
171 **contact their insurance agent as to requirements for obtaining insurance.**

172 Within 7 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice from a
173 qualified third party determining the Property is uninsurable, or the cost of insurance will be excessive. Buyer to pay any costs
174 associated with this determination unless otherwise agreed to in writing.

175 xx WAIVER OF CONTINGENCY TO INVESTIGATE THE INSURABILITY OF THE PROPERTY

176 Buyer acknowledges there may be benefits of investigating the insurability of the Property as defined in the Offer. Buyer
177 voluntarily waives the inclusion of any provision for investigating the insurability of the Property in this Offer.

178 FLOODPLAIN / WETLANDS

179 **CAUTION:** Buyer is aware floodplain and wetland areas are difficult to identify, even when using available floodplain and
180 wetland maps; that some wetlands that may affect Buyer's use of the Property are not necessarily included in wetland maps;
181 and that floodplain maps may change frequently and should not necessarily be assumed to be accurate. Buyer is encouraged
182 to consult with appropriate government officials to obtain specific elevations to confirm inclusion in or exclusion from a floodplain
183 if such information is material to Buyer. Buyer may contact the National Flood Insurance Program (NFIP) for information about
184 flood insurance as it relates to this Property.

185 (See: <https://www.floodsmart.gov/> and <https://www.fema.gov/national-flood-insurance-program>).

186 **Buyer should not assume that Buyer's premiums for flood insurance will be comparable to those charged to Seller.**

187 Within 7 days after acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller a written notice
188 accompanied by a determination from a qualified third party (including a flood certification company working for Buyer's lender
189 or a flood insurance premium quote from a licensed insurance agent) that has determined the Property improvements or
190 proposed Property improvements included in this Offer are located in a 100 year floodplain or wetland area, or the cost of an
191 annual flood insurance policy will be excessive. Any costs for floodplain or wetland evaluation and/or costs to obtain a quote for
192 flood insurance are to be paid by Buyer, unless otherwise agreed to in writing.

**193 xx WAIVER OF CONTINGENCY TO INVESTIGATE FLOOD INSURANCE COSTS OR WHETHER THE PROPERTY IS IN
194 A FLOODPLAIN OR A WETLAND**

195 Buyer acknowledges there may be benefits of investigating whether a property is in a floodplain or wetland and what the cost of
196 flood insurance may be for a property. Buyer voluntarily waives the inclusion of any provision in this Offer to investigate whether
197 the Property is in a floodplain or wetland, or to determine what the cost may be to obtain flood insurance for the Property.

198 MUNICIPAL REPORT/CODE COMPLIANCE

199 Seller agrees to provide Buyer, and Buyer's lender's closing agent, if applicable, with a written statement verifying the status of
200 real estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a
201 statement is available from the municipality in which the Property is located. This statement shall be provided prior to closing, at
202 Seller's expense.

203 Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates of Compliance,
204 Occupancy Permits, and any other documents/approvals required by applicable municipal code(s).

205 **NOTE: This paragraph will not apply to private wells, private well water or private onsite wastewater treatment systems**
206 **(POWTS), also known as a private sanitary system, that may be addressed in another part of the Offer.**

207 BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE

208 The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an aboveground or basement fuel oil
209 tank on the Property that currently is not being used and:

210 Buyer shall assume all responsibility, including the cost for the maintenance or removal of this tank after closing.

211 Seller, at Seller's expense, shall have a qualified third-party contractor remove the tank prior to closing and provide
212 written confirmation of the tank removal (e.g., paid invoice) no later than closing.

213 See: <https://datcp.wi.gov/Documents/AbandonedTanksFactSheet.pdf>

214 **CAUTION: Lines 208-213 do not apply to residential buildings with more than two dwelling units.**

215 **SURVEY, LOT LINE AND BOUNDARY DISCLOSURES**

216 **NOTE:** Digital or online GIS and GPS mapping apps or programs, may not be accurate and are no substitute for an actual
217 survey of the Property lot lines.

218 If a parcel will be split from (an)other parcel(s) or combined with (an)other parcel(s) a Certified Survey Map or Subdivision Plat
219 and governmental approvals normally will be required. Use a separate contingency for a Certified Survey Map or a Subdivision
220 Plat and allow adequate time for completing the survey. Any survey used for the purpose of deleting the lot and boundary
221 exception in the title policy must conform to the standards set by the title company. It is the Buyer's responsibility to have the
222 title company clarify the necessary survey standards for deletion of the lot and boundary exceptions listed in the title
223 commitment.

224 **MAPS AND SURVEYS** **CHECK ALL THAT ARE APPLICABLE**

225 **CAUTION: Consider cost and need for map features before selecting them.**

226 **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of a **(Boundary) (Certified)** **STRIKE ONE**
227 Survey Map prepared on _____ (Date) by _____
228 _____ (Name of Surveying Company)
229 that includes this Property and **IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**

230 **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and
231 **IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**

232 **CAUTION: The accuracy of information contained in the above document(s) is not warranted. Lot size, location**
233 **of boundaries, placement of improvements (if any), existence of easements, elevations, soil type(s), or other**
234 **factors should be verified by an appropriate expert (i.e. surveyor, engineer) if material to Buyer.**

235 **BOUNDARY SURVEY MAP:** This Offer is contingent upon **(Buyer obtaining) (Seller providing)** **STRIKE ONE**
236 **(“Buyer obtaining” if neither is stricken) a map of the Property prepared by a registered land surveyor within _____ days**
237 **after acceptance of this Offer, at (Buyer's) (Seller's)** **STRIKE ONE** **(“Buyer's” if neither is stricken) expense. The**
238 **Boundary Survey Map must be prepared between the acceptance date and closing date. The map shall identify the legal**
239 **description of the Property, the Property's boundaries and dimensions, staking of all corners of the Property, dedicated**
240 **and apparent rights of way, lot dimensions, total acreage and square footage, any improvements that affect the Property**
241 **boundary, visible encroachments that affect the Property boundary, the location of buildings, if any, and also include:**

242 easements

243 improvements on the Property (structures, streets, driveways, patios, decks, poles, fences, walls, etc.)

244 a format and surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey
245 exception in the title policy.

246 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline on line 236 above, delivers to
247 Seller a written notice listing Buyer's specific objection(s) to the terms and conditions of the survey. In such event, Seller
248 shall have 10 days after delivery of such notice to cure Buyer's objection(s) and the time for closing shall be extended as
249 necessary for this purpose. If Seller is unable to cure Buyer's objection(s) timely, Buyer may terminate this Offer by
250 delivering a written notice of termination to Seller.

251 **WAIVER OF SURVEY CONTINGENCY**

252 Buyer acknowledges there may be benefits of surveying the Property. Buyer voluntarily waives the inclusion of a property survey
253 contingency in this Offer.

254 **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS**

255 Zoning and building restrictions affect the use of the Property. Annexations and comprehensive plans may affect the future use
256 or value of the Property by influencing future development (residential, commercial, transit systems, stormwater management
257 system, etc.) in the county and municipality. Buyer is advised that the municipality in which the Property is located likely has
258 existing zoning and building restrictions and may have a Comprehensive Plan.

259 **NON-CONFORMING PROPERTY, VARIANCES AND CONDITIONAL USE PERMITS**

260 Buyer is aware that some properties are considered legal non-conforming properties which no longer conform to current zoning
261 due to changing building regulations, restrictions, and lot size requirements, or due to variances. Buyer also is aware that some
262 properties are subject to Conditional Use Permits (CUPs) that may contain special restrictions regarding use of the property.
263 Restrictions on non-conforming uses or structures and CUP restrictions may affect Buyer's ability to build, rebuild, remodel,
264 replace, enlarge or use an existing structure (consider special hazard insurance if Property is non-conforming). Buyer is
265 encouraged to contact the applicable municipal authorities regarding existing zoning and building restrictions, variance or CUP
266 restrictions, potential future annexations, and possible comprehensive plans if these issues are material to Buyer's decision to
267 purchase.

268 Within 7 days after acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller written notice which
269 includes a written determination from an applicable municipal authority that the Property use or structure is non-conforming or
270 the Property is subject to a variance or CUP, and that as a result the Property owner's ability to build, rebuild, remodel, replace,
271 enlarge or use the Property is restricted materially. Any costs associated with this determination to be paid by Buyer, unless
272 otherwise agreed to in writing.

273 **WAIVER OF CONTINGENCY TO INVESTIGATE NON-CONFORMING PROPERTY, VARIANCE AND CONDITIONAL**
 274 **USE PERMIT RESTRICTIONS**

275 Buyer acknowledges there may be benefits of investigating whether the Property use, lot size, lot configuration, or structure(s)
 276 fails to conform to existing regulations and zoning ordinances, whether the Property is subject to a variance or CUP, and
 277 whether the Property owner's ability to build, rebuild, remodel, replace, enlarge or use an existing structure is restricted as a
 278 result thereof. Buyer voluntarily waives the inclusion in this Offer of any provision to investigate zoning, variance and CUP
 279 restrictions on the Property.

280 **SHORELAND ZONING AND PIER REGULATIONS**

281 Many counties in Wisconsin are required to enact shoreland zoning ordinances that include the uniform shoreland zoning
 282 standards established by the Wisconsin Department of Natural Resources (DNR). Such ordinances generally apply to
 283 unincorporated land that is within 1,000 feet of the ordinary high water mark of a lake, pond, or flowage; or within 300 feet of the
 284 ordinary high water mark of a navigable river or stream or to the landward side of the floodplain, whichever distance is greater,
 285 and may restrict the use and future uses and improvements to a property. Some property improvements and modifications may
 286 require a mitigation plan approved by the county and recorded with the register of deeds. Buyer must comply with any existing
 287 mitigation plan. State law and local ordinances regulate the size, placement, and design of piers (e.g. docks) and boat slips. A
 288 permit may be required by the DNR to install a new pier, depending upon the size and location of the pier. Unless a pier
 289 interferes with the riparian rights of other riparian owners or the owner of the pier was notified by the DNR before August 1,
 290 2012, that the pier is detrimental to the public interest, most piers installed prior to April 17, 2012 are grandfathered.
 291 Wis. Stat. § 30.12(1k)(b).

292 Buyer acknowledges that it is solely the Buyer's responsibility to determine whether any current or proposed future shoreland
 293 zoning or pier regulations are consistent with Buyer's intended use of the Property. Buyer is encouraged to consult with an
 294 attorney to assist in making such determination. For more information Buyer should contact the county zoning office or visit
 295 <http://www.dnr.wi.gov>

296 Within _____ days ("7" if left blank) after acceptance of this Offer, Buyer may terminate this Offer by delivering to
 297 Seller written notice specifying the uses and/or improvements that will not be permitted under the current or proposed future
 298 regulations and to which Buyer objects. Any costs for investigation of shoreland zoning and pier regulations and ordinances are
 299 to be paid by Buyer, unless otherwise agreed to in writing.

300 **WAIVER OF CONTINGENCY TO INVESTIGATE SHORELAND ZONING AND PIER REGULATIONS**

301 Buyer acknowledges there may be benefits of investigating how shoreland zoning and pier regulations may affect the Property.
 302 Buyer voluntarily waives the inclusion in this Offer of any provision to investigate how shoreland zoning and pier regulations may
 303 affect the Property.

304 **HOME WARRANTY PLAN**

305 A limited home warranty plan for a term of one year shall be included, effective the date of closing, provided the Property
 306 qualifies for the warranty plan.

307 The cost of the home warranty shall not exceed \$ _____ and will be paid by (Buyer) (Seller) **STRIKE ONE**
 308 ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (cooperating) **STRIKE ONE** ("listing"
 309 if neither is stricken) Firm. Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered
 310 under the warranty plan.

311 **WAIVER OF HOME WARRANTY**

312 Buyer acknowledges there may be benefits to having a limited home warranty plan for the Property. Buyer voluntarily waives the
 313 inclusion of any requirement for a limited home warranty plan for the Property in this Offer.

314 **LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)**

315 **DISCLOSURE OF LICENSURE:** The parties are aware that (Buyer) (Seller) **STRIKE ONE** is a real estate licensee with
 316 _____ and is acting as a
 317 principal in this transaction with the consent of all parties.

318 **LICENSEE RELATED TO BUYER/SELLER:** Licensee, _____ (Name),
 319 is a relative of (Buyer) (Seller) **STRIKE AS APPLICABLE** and is acting as a real estate agent in this transaction on behalf of an
 320 immediate family member with the consent of all parties.

321 **LICENSEE INTEREST IN BUYER/SELLER ENTITY:** Licensee, _____
 322 (Name) has an interest in the (Buyer) (Seller) **STRIKE ONE** entity (state name of entity, e.g. name of LLC, partnership,
 323 corporation, etc.) _____,
 324 and is acting as a real estate agent on behalf of this entity with the consent of all parties.

325 **PERSONAL PROPERTY**

326 Seller warrants and represents that any personal property that may be a part of this transaction (e.g. stove, refrigerator, washer,
 327 dryer) is owned by Seller free and clear of any liens or encumbrances and is in working order at time of closing unless otherwise
 328 disclosed. No warranties or representations regarding condition survive the closing of this transaction.

329 **BUYER'S TITLE**

330 Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property. Wisconsin law prohibits
331 real estate licensees from advising buyers how title should be taken.

332 **SHARED DRIVEWAY**

333 If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, delivering to Buyer
334 a copy of a written shared driveway agreement not less than 15 days before closing. The agreement shall provide that the
335 parties to the agreement share equally in the rights and obligations relating to the shared driveway, including use and
336 maintenance. Buyer shall have 7 days after delivery of the shared driveway agreement to deliver to Seller a written notice listing
337 Buyer's specific objection(s) to the terms and conditions of the agreement. Seller shall have 10 days after delivery of Buyer's
338 Notice to Seller to cure said objection(s) and the time for closing shall be extended as necessary for this purpose. If Seller is
339 unable to timely cure Buyer's objection(s), Buyer may terminate this Offer by delivering written notice of termination to Seller. If
340 the agreement is not of record, it shall be provided in recordable form, with recording fees to be Seller's expense.

341 **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS**

342 Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds
343 acceptable. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques or
344 building materials and the Parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be
345 satisfied that Buyer knows how various factors will affect the Property, including, but not limited to, proximity to public
346 transportation, airport overlay restrictions, airport noise, gun range noise, traffic noise, special health concerns of family
347 members, vehicle, train/railroad or boat traffic, lake flies, pests, waterborne pests, ice shoves, water blooms/algae blooms,
348 invasive aquatic vegetation, manufacturing noise, area odors, existing or abandoned landfills and/or quarries, parks, fair
349 grounds, outdoor festival venues, public trails, possible future assessments for public improvements and other conditions. Buyer
350 acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning material factors. Buyer
351 acknowledges that Buyer has not relied upon any statements or representations by Seller or any real estate agent regarding
352 conditions or occurrences affecting the Property or transaction unless such statements or representations are contained in this
353 Offer, are incorporated by reference into this Offer or have otherwise been provided to the Buyer in writing.

354 **INCLUSION OF OPTIONAL PROVISIONS**

355 For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked n/a or
356 struck in their entirety, if any blank within any part of the optional provision has been filled in, then it shall be as if the appropriate
357 box also was marked, thereby including said optional provision with the Offer.

358 **ACKNOWLEDGEMENT OF TERMS**

359 The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials
360 shall not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

361 **CONFLICTING PROVISIONS**

362 Should any provision of this Addendum conflict with any optional provision of the Offer or any other Addenda to this Offer, the
363 provisions of this Addendum shall prevail, except if an FHA, VA or USDA Amendatory clause is executed by the parties. The
364 prevailing Central Time (Central Standard Time or Central Daylight Time) shall be used when determining whether a date and
365 time in the Offer to Purchase are met. **NOTE: An executed FHA, VA or USDA Amendment will supersede this clause.**

366 **ADDITIONAL PROVISIONS/CONTINGENCIES**

367 _____
368 _____
369 _____
370 _____
371 _____
372 _____

373 **READING / UNDERSTANDING:**

374 By initialing below all Parties acknowledge receipt of this Addendum and that they have read it carefully.
375 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE**
376 **APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS**
377 **OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO**
378 **CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS**
379 **PROVISIONS OF THIS ADDENDUM.**

380 (X) tl 5/12/2023 (X) _____
381 Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

382 (X) _____ (X) _____
383 Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

ADDENDA 1

205 MATHEWSON STREET, MENASHA

ADDITIONAL PROVISIONS

1. Buyer shall execute a land purchase and development agreement with the City of Menasha at or before closing:
 - a. Buyer agrees to construct a single family home within 18 months from the date of closing demonstrated by the issuance of building permits and the substantial commencement of construction.
 - b. Buyer, and all subsequent owners shall not sell the property to the Neenah Menasha Sewerage Commission or affiliates without prior written consent from the City of Menasha
2. Deed Restrictions
 - a. Grantee guarantees Grantor that if the Property becomes tax exempt, the Property 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.
 - b. City shall have a right of reversion if building permits and substantial construction have not commenced within 18 months from the date of closing.
3. City will not make any representations or provide gap coverage
4. Listing Exclusions: Neenah Menasha Sewerage Commission

SELLER REFUSAL/STATEMENT REGARDING CONDITION OR DISCLOSURE REPORT

1 Seller's/Owner's Name(s): _____

2 _____

3 Entity Name (if any): CITY OF MENASHA

4 Name & Title of Authorized Representative: DONALD MERRIS, MAYOR

5 Property Address: 205 Mathewson St, Menasha, WI

6 _____

7 Name of Report Furnished: (Real Estate Condition Report) (Vacant Land Disclosure Report)

8 (Seller Disclosure Report- Commercial) (Other: _____)

9 [STRIKE AND COMPLETE AS APPLICABLE].

10 LISTING AGENT: Kyle Kehoe

11 LISTING FIRM: Realty One Group Haven

12 Wis. Admin. Code Chapter REEB 24 requires Listing Agent to make inquiries of Seller on the condition of the Property
13 and to request Seller provide a written response to Agent's inquiry. Wis. Stat. § 709.02 indicates that a property
14 owner/seller shall provide a Real Estate Condition Report (RECR) when the property includes 1-4 dwelling units and a
15 Vacant Land Disclosure Report (VLDR) when the property does not include any buildings. Listing Agent has provided
16 Seller with a RECR, VLDR or other property condition report and asked Seller to complete the report.

17 **CHECK LINE 18 OR LINE 24, AS APPLICABLE:**

18 **SELLER REFUSAL TO COMPLETE**

19 Seller hereby acknowledges that Seller has refused to provide Listing Agent with a completed RECR, VLDR or other
20 seller's disclosure report for the above Property. Seller understands this refusal may be disclosed to potential
21 purchasers. Seller acknowledges Seller has been advised that Seller's refusal to provide this report does not release
22 Seller of any disclosure obligations under the Wisconsin Statutes or common law. Seller should consult with legal
23 counsel regarding Seller's disclosure obligations in an "as-is" sale.

24 **SELLER NOT REQUIRED TO COMPLETE REPORT**

25 Seller hereby asserts that Seller is not required under Wis. Stat. § 709.01 to complete a RECR or a VLDR for the
26 above Property because: [CHECK BELOW AS APPLICABLE]

27 Seller is a personal representative of an estate and has never occupied the Property.

28 Seller is a trustee and has never occupied the Property.

29 Seller is a conservator and has never occupied the Property.

30 Seller is a fiduciary appointed by or subject to supervision by a court and has never occupied the Property.

31 The Property includes 1 to 4 dwelling units, but has not been inhabited.

32 The transfer is exempt from the real estate transfer fee under Wis. Stat. § 77.25.

33 Wisconsin real estate licensees have a legal duty to disclose material adverse facts and information suggesting the
34 possibility of material adverse facts to all parties. Listing Firm/Agent shall accordingly disclose any condition Listing
35 Firm/Agent becomes aware of to prospective purchasers.

36 Seller's/Owner's Signature: _____ Date: 12 MAY 2023

37 Seller's/Owner's Signature: _____ Date: _____

38 Seller's/Owner's Signature: _____ Date: _____

39 Seller's/Owner's Signature: _____ Date: _____

40 Entity Authorized Signature (if any): _____ Date: _____

41 This form was delivered to Seller by Kyle Kehoe on Date: _____

42 _____
Agent for Firm Print Name Here ▲



MEMORANDUM

To: Common Council

From: Megan Sackett, Parks & Recreation Director/ms

Date: May 30, 2023

RE: Amendment to Ordinance Title 11, Chapter 5, Section 1: Consumption of Alcohol in City Parks

Staff is requesting to make an amendment to the ordinance that outlines the parks to allow alcohol consumption to include Barker Farm Park. Currently the only parks in which alcohol is allowed to be consumed is Jefferson, Koslo and Curtis Reed Square. As we see an increase in the number of facility rental requests, we are limited with options of locations in which we can offer to potential renters who wish to have alcohol at their parties.

The City has rentable facilities at Jefferson, Smith, Koslo, Clovis, Hart and Barker Farm. Due to deed restrictions, alcohol is not permitted at Smith. Staff is not recommending alcohol consumption at Clovis due to the proximity and shared usage with the school and also not at Hart Park due to the heavy usage by teens and young adults. With Barker Farm being a small pavilion with a capacity of under 40 people, staff does not anticipate large events that would disrupt the neighborhood. Director Sackett has met with Chief Thorn and he is in support of opening up the consumption of alcohol to include Barker Farm Park.

Over the last several years, we have seen growing use of the shelter for small family events like birthday parties, graduation parties and small family functions. We expect to see this rental number increase as our main rental facilities like Jefferson and Smith are reaching capacity or are larger than needed for some events.

Number of Rentals at Barker Farm Park

2019-18
2020-6
2021-14
2022-19

Recommendation

Park Board recommends approval Ordinance O-4-23, being an ordinance amending Title 11, Chapter 5 of the Code of Ordinances to allow for consumption of alcohol at Barker Farm Park.



To: Members of the Park Board

From: Chief Nick Thorn

Date: May 4, 2023

RE: Park Board Agenda- May 9, 2023

The Police Department is in support of examining a change to allow for alcohol consumption by permit at Barker Farm Park. This change would impact Ordinance 11-5-1(b)(2) "Only fermented malt beverages and wine may be consumed, dispensed, sold, or given away in Jefferson Park, Koslo Park, and Curtis Reed Square in accordance with a permit having been approved by the Park and Recreation Board and if necessary, a temporary Class "B" liquor license issued by the City Clerk."

In 2022, the Police Department did not issue any warnings or citations for alcohol related violations within Barker Farm Park. From a historical perspective, we have not observed a significant impact in alcohol related calls for the aforementioned parks that have been approved. Permits are often sought by responsible users of our parks and we typically see a willingness to follow our local ordinances and state laws.

Allowing alcohol by issuance of permit from the Park and Recreation Board will likely not have a significant impact on calls for service tied to alcohol violations in Barker Farm Park. However, the Police Department and other City Departments would likely see a bit of an uptick in calls with people in the neighborhood calling on a variety of different issues related to an increase of events in the park.



ORDINANCE O-04-23

AN ORDINANCE AMENDING TITLE 11, CHAPTER 5 OF THE CODE OF ORDINANCES
(Offense and Nuisances)

INTRODUCED BY Ald. Ted Grade

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

SECTION 1: Amend Title 11, Chapter 5, Section 1 of the Code of Ordinances of the City of Menasha, Wisconsin as read as follows:

Title 11 – Offense and Nuisances

CHAPTER 5

Offenses Involving Alcoholic Beverages

...

SEC. 11-5-1 OUTSIDE CONSUMPTION IN PUBLIC AREAS; PERMITS FOR PARK CONSUMPTION

...

b) CONSUMPTION OF ALCOHOLIC BEVERAGES IN CITY PARKS.

- (1) Except as provided below, it shall be unlawful for any person to possess, consume, dispense, sell, or give away alcoholic beverages in City Parks or on Trails.
- (2) Only fermented malt beverages and wine may be consumed, dispensed, sold, or given away in Jefferson Park, Koslo Park, Barker Farm Park and Curtis Reed Square in accordance with a permit having been approved by the Park and Recreation Board and if necessary, a temporary Class “B” liquor license issued by the City Clerk.
- (3) Possessing and consuming alcoholic beverages within the fenced in area of the Menasha Marina is permitted.
- (4) Selling and consuming fermented malt beverages and wine on the Trestle Trail may be permitted for an event approved by the Park and Recreation Board and with the issuance of a special Class “B” liquor license issued by the City Clerk.
- (5) The permit fee shall be established by the Park and Recreation Board with approval of the Common Council
- (6) Before any fermented malt beverages and wine may be sold in a City Park or Trail, a special Class “B” liquor license must be obtained from the City Clerk.
- (7) No alcoholic beverages may be sold after 10:30pm or consumed after 11:00pm

- (8) Any non-profit organization selling fermented malt beverages and wine must appear at a Park and Recreation Board meeting in order to explain picnic/festival plans.
- (9) When selling fermented malt beverages and wine, event organizers shall check identification and take other necessary steps to prevent consumption of alcohol or fermented malt beverages by minors.
- (10) The sponsoring organization shall arrange for adequate security protection from the Menasha Police Department.
- (11) Fermented malt beverages and wine may be sold only through a licensed concession stand located on the premises of Koslo Baseball Park. Alcoholic beverages may not be brought in.

...

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

Passed and approved this 5th day of June, 2023.

<p>Recommended by:</p> <p>_____</p> <p>Motion/Second:</p> <p>_____</p> <p>Vote: _____</p> <p>Pass/Fail: _____</p> <p>Requires: __ Majority Vote __ 2/3 Vote</p>
--

Donald Merkes, Mayor ATTEST:

_Valerie Neuman, City Clerk

Alicia Buechler
1531 Rue Reynard St
Menasha, WI 54952

May 19, 2023

Redevelopment Authority
100 Main Street, Suite 200
Menasha, WI 54952

To Whom It May Concern,

My name is Alicia Buechler and I would like to express my interest in joining the Redevelopment Authority.

Since relocating to Menasha in 2018, I have grown to love our community and have great excitement for the continued progress of the municipality. I have been in real estate since 2011 and have a proven record with community development. Please see enclosure for more detailed information on my real estate/development background.

If you have any questions, please do not hesitate to contact me. I am committed to being an advocate for the City of Menasha and look forward to aide in the procurement of the municipality's continued success!

Respectfully,

Alicia Buechler

Enclosure:
Background

Alicia Buechler Background

Prior to getting her real estate license in 2016, Alicia also leased residential properties for 5 years for one of the largest property management companies in North Dakota. During this period, she in was in charge of nearly 1,600 units and helped charter multiple new rental communities. Alicia has practiced real estate in ND, MN & is loving being able to serve the beautiful state of Wisconsin!

Alicia specializes in commercial real estate; specifically restaurant, retail & office and has been a part of multiple retail & residential development projects. Some of her most notable projects & transactions have included, Maurices Corporate Headquarters (Ascena Retail Group), Minnesota Office of the State Auditor, the University of Minnesota, St. Louis County Veteran Services, the Armed Forces Recruiter's Office, Kemps Dairy & the historic Frank Lloyd Wright gas station.

Ted Skrzypczak
317 Lopas Street
Menasha, Wisconsin 54952

May 19, 2023

City of Menasha Housing Authority
100 Main Street, Suite 200
Menasha, Wisconsin 54952

Good afternoon Mayor,

I am providing a letter of interest to join Menasha's Housing Authority. I appreciate the opportunity to meet with you and Sam to discuss Menasha's future in more ways than one. I believe we are taking many steps in the right direction and there is always room for improvement and room for a better Menasha. A better way to serve our people and our community!

As a young man becoming a successful realtor, I have gained more and more interest on everything that surrounds us. Homes, Buildings, and the community that surrounds them such as growing companies, public parks and community events. Reasons people would want to come to the Fox Valley. To Menasha, the place I call home. Being in this industry day in and day out, has made me aware of the values of the homes/buildings themselves but also the value of the community for each and every citizen. People want home to feel like home inside and outside of their walls. It is up to people like ourselves to make that happen year after year.

I currently have 22 years here in Menasha, specifically Doty Island near Smith Park. As I begin to grow and see the values in communities as well as the people, I have gained an interest in more ways than one in regard to "how do we continue to make our community better?" My family specifically has generational growth here in Menasha beginning with my great grandparents. I would enjoy bettering our community in hopes to stay and grow a family of my own.

My grandfather passed away 3 years ago Christmas, but I can still hear him talking about endless memories on the island when he was a young man himself. Whether it was cowboys and Indians throughout the once apple orchards or taking care of the Banta's lawn, my goal is to one day share memories of my own and pass them down. This requires improvements, this requires meeting our citizen's wants and potentially even needs to the best of our ability.

This begins with us, the people of the present that care about taking the future of Menasha seriously. As cities around us continue to develop, I believe we should continue developing while maintaining Menasha culture. We do not need to completely destroy Menasha and modernize; I think the better way of putting it is develop and refurbish. This will allow Menasha to bring families in, build long term families, and keep current families in Menasha. Not because they **have** to, because they **want** to.

Thank you,
Ted Skrzypczak