

A Quorum of the Administration Committee, Board of Public Works, Personnel Committee, Plan Commission, Redevelopment Authority, and other City bodies may attend this meeting, though no official action of these bodies will be taken.

**CITY OF MENASHA
COMMON COUNCIL
First Floor Conference Rooms
100 Main Street
Monday, August 19, 2024
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 Snyder - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. Administration Committee, 8/5/24
 - b. Board of Health, 6/5/24
 - c. CIP Workshop, 8/12/24
 - d. Committee on Aging, 7/12/24
 - e. Parks & Recreation Board 7/9/24, 8/13/24
 - f. Personnel Committee, 6/17/24
 - g. Special Board of Public Works, 8/5/24
 - h. Special Personnel Committee, 8/12/24
 - i. Water and Light Commission, 7/24/24Communications:
 - j. Partisan Primary Election Returns
 - k. 2024 Economic Development Report – Fox Cities Chamber – Quarter 2
 - l. Letter of Resignation – Laura Jungwirth, Director of Public Works
- 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, 8/5/24
Special Board of Public Works, 8/5/24, Recommends Approval of:
 2. Street Use Application – Otto Grunski Runski; Saturday, September 28, 2024; 6:00am-10:30am; Menasha Parks and Recreation
 3. Street Use Application – Otto Grunski Bikeski; Sunday, September 29, 2024; 6:00am-1:00pm; Menasha Parks and Recreation, Menasha Sesquicentennial
Administration Committee, 8/5/2024, Recommends Approval of:

4. Development Agreement by and between the City of Menasha and Nicolet Menasha, LLC related to the development of the former Nicolet School property and the former southern Banta parking lot property being Parcels 3-00475-00, 3-00482-00, and 3-00455-00
 5. Contract for Assessment Services with Associated Appraisal Consultants Inc. for the Term September 1, 2024 – August 31, 2027
- Special Personnel Committee, 8/12/24, Recommends Approval of:
6. Director of Public Works Resignation & Hiring Process

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 8/2/24 – 8/15/24 in the amount of \$4,977,235.31
2. Application for Temporary “Class B” / Class “B” Retailer’s License – Fox Jazz Fest; August 31, 2024, 10 AM – 7 PM and September 1, 2024, 10 AM – 7 PM at Jefferson Park; Jazz Corner Society Inc.
3. Application for Temporary Class “B” Retailer’s License – Grunski Runski; September 28, 2024 from 8:30 AM to 11:30 AM at Curtis Reed Square; Menasha Wrestling Club
4. Class “A” (Beer) and “Class A” (Liquor) License Application for Dolgen Corp., LLC, d/b/a Dollar General Store #13175; John Greene, Agent; 1135 Appleton Road, Menasha
5. Class “A” (Beer) and “Class A” (Liquor) License Application for Joune & B Caribbean Market, LLC, d/b/a Joune & B Caribbean Market; Gina LaVache, Agent; 714 Appleton Road, Suite C, Menasha
6. Class “B” (Beer) License Application for Mucky Duck, LLC, d/b/a Mihm’s Charcoal Grill; Amber Hamilton, Agent; 342 Chute Street, Menasha
7. Change of agent for Piggly Wiggly Midwest, LLC., d/b/a Piggly Wiggly #38, 1151 Midway Road, Menasha; Sara Hopkins, Successor Agent
8. Professional Services Agreement with Jewell Associates Engineers, Inc. to Complete a Second Appraisal (ATC Request for Electric Transmission Line Easement 971K11) for \$4,100.
9. Accept and Spend Jefferson Park Boat Launch and Trail System Project Grant – Fox Cities Convention & Visitors Bureau

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

L. APPOINTMENTS

1. Common Council’s Appointment of Associated Appraisal Consultants, Inc. as the City of Menasha’s Assessor, effective September 1, 2024 – August 31, 2027

M. CLAIMS AGAINST THE CITY

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

O. ITEMS FOR NEXT MEETING AGENDA

(by majority vote)

P. ADJOURNMENT

MEETING NOTICE
Tuesday, September 3, 2024
Common Council Meeting – 6:00 p.m.
Committee Meetings to Follow

City of Menasha
Administration Committee
100 Main Street
August 5, 2024
Minutes

A. CALL TO ORDER

Meeting called to order by Vice-Chair Eisenach at 7:04 pm.

B. ROLL CALL

PRESENT: Aids. Marshall, Grade, Ropella, Eisenach, Sevenich, Perkins

ABSENT: Aids. Nichols, Lewis

ALSO PRESENT: FD Sassman, PWD Jungwirth, PHD Hutter, PRD Sackett, PC Thorn, FC Teesch, CA Struve, Mayor Hammond, DC Snyder

C. MINUTES TO APPROVE

1. Administration Committee, 7/15/24

Motion by Ald. Sevenich seconded by Ald. Grade to approve minutes of the 7/15/24 Administration Committee meeting.

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. Development Agreement by and between the City of Menasha and Nicolet Menasha, LLC related to the development of the former Nicolet School property and the former southern Banta parking lot property being Parcels 3-00475-00, 3-00482-00, and 3-00455-00

Motion by Ald. Sevenich seconded by Ald. Perkins to approve Development Agreement by and between the City of Menasha and Nicolet Menasha, LLC related to the development of the former Nicolet School property and the former southern Banta parking lot property being Parcels 3-00475-00, 3-00482-00, and 3-00455-00.

Motion carried 6-0 on roll call.

Staff advised that Nicolet Menasha LLC purchased the Banta parking lot and Nicolet School for development. This development agreement's incentive is to develop six lots on the Banta parking lot parcels encompassed by a tax increment district. The agreement outlines that the developer will demolish the extant building for construction of additional housing valued between \$425,000.00 and \$450,000.00 to bolster Menasha's tax base.

2. Contract for Assessment Services for the Term September 1, 2024 – August 31, 2027

Motion by Ald. Sevenich seconded by Ald. Grade to approve Contract for Assessment Services for the Term September 1, 2024 – August 31, 2027.

Motion carried 6-0 on roll call.

Discussion considered the merits of the RFP process and contract renewals.

Staff advised that Associated Appraisals is the extant contractor for assessment, and that costs for this contracted service are below those of peer organizations or in-house services.

3. R-19-24 – A Resolution Approving the Referendum to Exceed the State Imposed Property Tax Levy Limit (Introduced by Ald. Nichols & Ald. Grade)

Motion by Ald. Grade seconded by Ald. Ropella to postpone R-19-24 – A Resolution Approving the Referendum to Exceed the State Imposed Property Tax Levy Limit (Introduced by Ald. Nichols & Ald. Grade) for reconsideration by the Committee to the first January 2025

Administration Committee meeting.

Motion carried 6-0 on roll call.

Staff advised on alternative opportunities for capital present in the 2025 budget, and additional data sources accessed between this meeting a January 2025 Administration Committee meeting.

E. ADJOURNMENT

Motion by Ald. Perkins seconded by Ald. Grade to adjourn the Administration Committee meeting at 7:23 pm.

Motion carried on voice vote.

Minutes submitted by Deputy Clerk Kaija Snyder.

CITY OF MENASHA BOARD OF HEALTH
Minutes
June 5, 2024

A. CALL TO ORDER

Meeting called to order by Candyce Rusin at 8:43 AM

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Andrew Dunn, Kristine Hutter, Candyce Rusin, Kristene Stacker

EXCUSED:

ALSO PRESENT: EHS Todd Drew, PHE Claire Holzschuh, OC Larissa Keller, RDH Claire Opsteen,
PHN Meghan Pauly, PHN Liz Rosin, UWGB ADN to BSN Student Abby Demmith

C. MINUTES TO APPROVE

1. Board of Health, May 1, 2024

Moved by Andrew Dunn and seconded by Candyce Rusin to approve the May 1, 2024 minutes. The motion carried.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

1. Administrative

a. WI DHS Contract Amendment – Immunization and Additional Immunization Supplemental 4 Grant Funds

Kristine Hutter reported that an amendment adding \$550 in additional funding was received for the 2024 Immunization grant. The 2024-2025 contract for the Communicable Disease grant was received showing level funding. Additional funds were distributed by the state into the Immunization Supplemental 4 grant, initially received in 2021 to support COVID-19 vaccine efforts. The scope of work has been revised to include all vaccines, not just COVID-19, and is to be spent by June 30, 2025. We received an additional \$22,000.

b. UW-Oshkosh BSN Students Spring 2024 Aggregate Project Overview

Kristine Hutter and Meghan Pauly reported that the UWO Nursing students have completed and presented their aggregate project. The students worked with three community resources, Leaven, St. Joseph Food Pantry, and the Hope Clinic, and produced a flyer detailing the services offered at each establishment. The flyer was distributed at the Menasha schools and during tabling at a grocery store. Our UWO contact may be changing for the fall 2024.

c. UW-Green Bay RN to BSN Student Spring 2024

Meghan Pauly reported that she is hosting Abby Demmith, UW-GB ADN to BSN student as she completes her public health clinicals. They are determining what she will work on for her semester project.

2. Employee Safety

Todd Drew reported that threat training was completed with staff from City Hall, Public Works, and the library. Todd is working on safety procedures for fall protection during bridge maintenance and will complete respiratory fit testing this month. A panic button has been installed at the Senior Center and Todd is working on upgrading front-end security at Public Works.

3. Sealer of Weights and Measures
Todd Drew reported that he is working on finishing gas pump testing and scales. The weights and measures equipment was calibrated in Madison and passed inspection.
4. Environmental Health
Todd Drew reported that the establishment license renewals for 24-25 are in progress and he is finishing the 23-24 routine establishment inspections. He has done pre-inspections for 5 new establishments and one new pool. Todd continues to monitor an animal hoarding situation where citations have been issued. He investigated 7 animal bites, completed 5 DNR inspections, 3 human health hazard complaints, and a chemical complaint. His standardization was completed by the state last week.
5. Childhood Lead Poisoning Prevention
No updates
6. Public Health Department
 - a. Communicable Disease Report: April 2024 and May 2024
The Board reviewed and discussed the April and May 2024 communicable disease reports. The prevalence of tickborne disease is expected to increase this year.
 - b. Child Passenger Safety Technician Certification Course
Kristine Hutter reported that PHN Linda is certified as a child passenger safety technician, and PHN Kortney will take the 4-day certification course in August.
 - c. Community Health Improvement Plan Survey Update
Claire Holzschuh reported that the CHIP survey has been translated into Spanish and is ready to distribute. The Parks and Recreation Department also has a community survey, so the marketing of the surveys has been combined. The CHIP survey will be open for about a month.
7. Immunization
Meghan Pauly reported that the nursing staff is watching the status of the state's proposed change to the meningitis requirement for the upcoming 24-25 school year. Vaccines for Children clinics are held on the 3rd Wednesday of the month. There were many no-shows during the May clinic. The Vaccines for Adults Bridge Access Program for COVID-19 will expire in August.
8. Health Screening 60+
Meghan Pauly reported that a licensed massage therapist performed chair massages at the Senior Center with positive feedback from participants. Meghan will work with the massage therapist to schedule a return date. The Friday Fix for June will be a presentation on recycling done by Winnebago County, July will focus on dementia support, and August will be a presentation by Valley Transit. Tai Chi will run for four weeks this summer starting July 16th. Wellness Labs are scheduled for August 7th.
9. Dental Program
Claire Opsteen reported that her 23-24 school year numbers have been finalized. She completed 1,026 fluoride applications and 61 children received sealants. The Seal-A-Smile grant application for 2024-25 is due on June 30th.
10. Bioterrorism/Emergency Preparedness

Claire Holzschuh has already submitted contract deliverables reporting which is due June 30th. Kristine and Claire will soon complete the budget for the 2024-25 contract year. Claire will be attending a Joint Information Center (JIC) training organized by the FVHERC on June 10th.

11. ARPA Projects

a. Pedal & Play Event

Kristine shared that the Pedal & Play event on May 29th was successful. There was a ribbon cutting for the new playground, bicycle focused activities, giveaways and food.

E. DISCUSSION/ACTION ITEMS

1. Tri-County Community Health Improvement Coalition Annual Budget Commitment

Kristine Hutter reviewed the Menasha Health Department's participation in the Tri-County process for a regional Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP). The Tri-County group consists of 5 local health departments and 4 health systems as well as community partners. A consultant has been retained to lead the group through the process and a financial contribution is expected from each partner agency. Kristine asked for board approval to include Menasha's contribution in the 2025 Health Department budget. If approved, Kristine will include the funds in the appropriate budget(s) which will be presented to the Common Council in the fall for final approval.

Moved by Kristene Stacker and seconded by Candyce Rusin to approve including \$9,132 in the Health Department's 2025 annual budget for the Tri-County Community Health Improvement Coalition CHA/CHIP project. The motion carried.

2. Determine Next Meeting Date

The Board discussed and decided to cancel the July meeting. The next meeting will be held on August 7th.

F. ADJOURNMENT

Moved by Candyce Rusin and seconded by Kristene Stacker to adjourn the meeting at 9:31 AM. The motion carried.

Next Meeting: August 7, 2024 8:30 AM – virtual option

Menasha City Hall
100 Main Street, Suite 100
Menasha, WI

City of Menasha
Common Council Workshop
1478 Midway Road, Menasha
August 12, 2024
Minutes

A. CALL TO ORDER

Meeting called to order by Mayor Hammond at 5:07 pm.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

PRESENT: Aids. Grade, Nichols, Sevenich, Perkins, Marshall

ABSENT: Aids. Ropella, Eisenach, Lewis

ALSO PRESENT: FC Teesch, LD Kopetsky, CDD Schroeder, PC Thorn, DPW Jungwirth, PRD Sackett, DDE Gordon, DDMO Brown, CA Struve, Mayor Hammond, Clerk Snyder

D. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

E. DISCUSSION ITEMS

1. 2025 – 2029 Capital Improvements Plan (CIP)

The Fire Department spoke on 2025 purchase projects including engine 32 payments to replace a 2005 engine, purchase of a heavy duty rescue vehicle, firefighting equipment, towing equipment, a mobile hoist, and two light duty vehicles. Capital equipment purchases scheduled for 2026 feature an update to PPE and training grounds.

The Police Department presented on 2025 improvements including vehicle fleet replacement, parking lot fencing, and floor replacements. Fiscal year 2026 considers a facility study and elevator upgrades in addition to fleet replacement.

The Elisha D. Smith Public Library updated the Common Council on its 2024 renovation, fundraising efforts, and temporary location. The Library does not anticipate CIP projects in 2025 or 2026.

The Community Development Department spoke on deferred assessments in 2025 including the Sandhill Landing Subdivision and Creekside Subdivision, and 2027 deferred assessment of Conservation North.

Capital improvement projects related to the Common Council include technology infrastructure updates.

The Public Works Department discussed 2025 street construction (Racine Street,

Olde Pulley Lane, Harding Street, Wilson Street, and Oak Street) and design (State Highway 114, Plank Road, Nicolet Boulevard, Earl Street, County Highway P) projects. Other 2025 projects include sanitary sewer (Fox River Crossing and Southshore Relay Design), storm sewer (Pleasants Park), and Chute Street parking lot reconstruction. Street design projects in fiscal year 2026 additionally include State Highway 114, Plank Road, Nicolet Boulevard, Earl Street, County Highway P, Third Street, and Roosevelt Street. Miscellaneous 2026 projects include sanitary sewer (Fox River Crossing and Southshore Relay), stormwater pond study and design, Midway Road sidewalking, and Racine Street Bridge underdeck lighting.

Street equipment purchases in 2025 include a solid waste truck and low bed dump truck. Fiscal year 2026 anticipates purchase of a dump truck, utility truck, pickup truck, utility cart, and mower.

The Parks and Recreation Department presented on 2025 projects including the Jefferson Park boat launch and swimming pool design, Koslo Park parking lot and concession building remodel, Trestle Trail maintenance, automated boat launch permit machine, Lawson Canal restoration, and perimeter lighting upgrade of the Menasha Marina. The following year will continue Lawson Canal restoration and Jefferson Park swimming pool upgrades in addition to Clovis Grove Park tennis court rehabilitation, parks camera systems, and the Smith Park parking lot. 2025 facility upgrades include Senior Center and Memorial Building; 2026 will feature further upgrades to the Memorial Building.

F. ADJOURNEMENT

Motion by Ald. Marshall seconded by Ald. Perkins to adjourn the Common Council Workshop at 7:36 pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

CITY OF MENASHA
COMMITTEE ON AGING
MINUTES
July 12, 2024

A. CALL TO ORDER

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

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Bea Kohanski (arrived at 1:48pm), Pat Irwin, Dan Kelpinski, Roy Meier, Sue Wisneski, Kristine Hutter

ABSENT: Sarah Bauer, Chloe Hansen-Dunn

ALSO PRESENT: PHN Meghan Pauly, Jim Lauer

C. PUBLIC COMMENT (five minute time limit for each person)

Winnebago County ADRC Committee member Jim Lauer shared that there was no ADRC Committee meeting this month, so no vote took place regarding moving some of the meetings to Neenah.

D. MINUTES TO APPROVE

1. Committee on Aging, June 14, 2024

Kristine Hutter noted the incorrect meeting minute date under D. 1. This will be corrected.

Moved by Dan Kelpinski and seconded by Sue Wisneski to approve the June 14, 2024 meeting minutes as corrected. The motion carried.

E. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

1. Sixty Plus Grant Program Update

Meghan Pauly reported on the 60+ program/service numbers. The last memory café was well attended; it was a presentation about honey bees. Meghan will confirm a date with the massage therapist for another session of chair massages. Walking Club did not walk on July 2 due to rain. Today the walkers met at Heckrodt Wetland Preserve. So far, the walkers have walked 131.38 miles in total, with 45.19 miles walked in June. Meghan does not lead a walking club in the winter.

2. Senior Center Operations and Programming Update

Kristine noted the June 2024 report included in the meeting packet.

3. Announcements

a. Sixty Plus

Meghan Pauly shared the Tai Chi class this summer will be cancelled because only two individuals had registered. Six to eight participants are needed to hold the class. There was some discussion among committee members and Meghan about why we have seen a decline in interest in the Tai Chi class. The Friday Fix on July 19 will be a presentation about dementia. On August 2 Valley Transit reps will present and then participants will have the opportunity to ride the bus. The Memory Café on July 23 will be Ageless Grace, and on August 27 will be about favorite summer vacations. Sue Wisneski volunteered to help during the August session and Roy Meier will help for the July session. The falls prevention event Finding Balance Together will be on August 22 at the Bridgewood in Neenah. Registration is required and a flyer is forthcoming. Wellness Labs will take place on August 7 at the Senior Center, and registration is needed.

b. Menasha Senior Center

Kristine noted the announcements on the June 2024 report.

F. NEW BUSINESS

None.

G. HELD OVER BUSINESS

1. Parking in Chute St. lot

Dan Kelpinski shared a picture of a sign with language similar to what was discussed at the last committee meeting. Committee members were receptive of the language on the sign in the picture. Sue Wisneski and Pat Irwin had lunch at Parker Johns and spoke with the assistant manager. Sue and Pat reported that the assistant manager listened to them but was not receptive to the request about employee parking. There was a suggestion to use the language "Courtesy Parking" vs. "Reserve(d)." Committee discussed speaking during public comment during a Common Council meeting to bring more attention to this issue.

2. Sesquicentennial Celebration Activities

No updates.

H. ACTION ITEMS

1. **Politicians Policy** – Kristine Hutter provided an overview of this Senior Center policy. Question by Sue Wisneski about how guests would sign in at the front desk. Multiple committee members were not prepared to vote on the policy.

Motion by Sue Wisneski and seconded by Dan Kelpsinki to table the vote to the August 9 Committee on Aging meeting. Motion carried.

I. ADJOURNMENT

Moved by Roy Meier and seconded by Bea Kohanski to adjourn the meeting at 2:08PM. The motion carried.

Next meeting: July 10, 2024 at 1:30 PM

Menasha City Center
100 Main Street, Room 132
Menasha, WI

CITY OF MENASHA
Parks and Recreation Board
Menasha City Hall (100 Main St., Menasha, WI 54952)
July 9, 2024
MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. Dick Sturm at 5:30pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Vice Chr. Brian Adesso, Ald. Ted Grade, Melissa Grade; T. Hale, D. Rand
OTHERS PRESENT: PRD Megan Sackett, Tony DeVine from MJSD
EXCUSED ABSENCE: E. Wickman

C. PUBLIC COMMENT/CORRESPONDENCE

None.

D. MINUTES TO APPROVE

1. **Minutes of the June 18, 2024 Regular Park Board Meeting:** Motion by T. Grade, seconded by T. Hale to approve the minutes of the June 18, 2024 Regular Park Board meeting. It was noted that D. Rand needed to be added to the members present at the meeting. Motion carried.

E. DISCUSSION / ACTION ITEMS

1. **Clovis Grove Park Distance Signage:** Director Sackett introduced T. DeVine from MJSD who is the Cross Country Coach. DeVine gave a presentation outlining his request to add signage to Clovis Grove Park to provide distance markings in 100-meter increments for runners/walkers and a safe space to run. DeVine noted this will help provide a safe space to run and can be utilized by multiple elementary, middle school and high school groups and the general public.

Motion was made by T. Grade, seconded by M. Grade to accept the Clovis Grove Park distance signage proposal as presented. Motion carried.

2. **Events in City Parks:**
 - a. Twisted Pistons at Curtis Reed Square and Marina Terrace, August 15, 2024: Director Sackett gave an overview of the event indicating it is an annual event with a car show, live music and food. Sackett noted staff has met with event organizers and does not expect any major changes to the event in 2024. Motion made by T. Grade, seconded by T. Hale to approve Twisted Pistons at Curtis Reed Square and Marina Terrace on August 18, 2024. Motion carried.

F. REPORT OF DEPARTMENT HEAD / STAFF

1. **Department Report:** See attached written report. B. Adesso requested the city arborist come to a Park Board meeting to discuss our EAB program. D. Sturm requested follow up information on the curb heights as part of the new Jefferson Park site plan.

G. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

None

H. ADJOURNMENT

Motion by B. Adesso, seconded by D. Rand to adjourn at 6:11 pm. Motion carried.

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

June 2024

KOSLO

On Monday, June 24, Ed “Butch” Konetzke from the Menasha MACs was inducted into the Koslo Hall of Fame for his many accomplishments as a player and manager. Thanks to Ted Grade and Dick Sturm for honoring Butch at the ceremony.



FORESTRY

Forestry staff are currently in the middle of Ash tree injections to protect Ash trees from Emerald Ash Borer. EAB injections are on a two year rotation since we use a medium rate of product to protect our ash trees. On even years (2022,2024, etc.) we treat approximately 80 ash trees based on their condition. On odd years (2021,2023, etc.) we treat approximately 60 ash trees based on their condition. Ash injections are a dynamic and ever changing process based on tree growth or lack thereof and condition. Sometimes we may not treat a tree if it is too far gone (if more than 1/3 of the canopy is dead). If we choose not to treat a tree we still try to incorporate younger trees that may need protection based on many factors like location, species, and condition.

EVENTS

Dive in Movie 6/26/24– Our partnership Dive-In movie with the Menasha Library brought 350 patrons to the pool for a showing of the “Princess and the Frog”

Our Touch-a-Truck was “Wheely Fun” on June 26th with over 200 attendees that enjoyed sitting in the big rigs from the City including a dump truck, a loader, and a bobcat. We also welcomed outside agencies to the event including a bus, a flat bed, a concrete mixer and squad cars.

COMMUNITY EVENTS

Covantage Credit Union partnered with our Department for the “Party in the Park” event on June 27th. The fun including inflatables, a cash cube, entertainment and concessions. This was a kick off event for the Born Learning Trail that was added to Barker Farm Park last year.

CommunityFest: The weather kept us on our toes this year with rain in the days leading up to the event leaving Jefferson Park underwater in some areas and also forecasted rain/storms on July 4. With a few modifications, we were able to host another successful CommunityFest. Thanks to all the partners that help bring this great event to the community.



Touch-a-truck-June 26th



Dive-In Movie-June 26th



Party at the Park-June 20th

UPCOMING EVENTS:

Art-a-Palooza: July 10th 5pm-7pm at Smith Park. We will be making clay earrings, painting 3D printed pieces and more.

Brews on 'Bago: July 11 from 5-8pm at Jefferson Park. Live music, food and beverages

Dive-in Movie: July 17th 6:00-10:00pm at Menasha Pool. We will choose the movie in the next week.

Enchanted Garden: July 24th 5pm-7pm at Smith Park Gardens. We will have a story book walk, dance performance and learning session with a Bollywood instructor.

Whoa H20: July 31 from 4pm-7pm at Clovis Grove Park. Back again for a community favorite is our water obstacle course. Inflatable slides, slip n slides, and water fights.

JEFFERSON PARK PLAYGROUND RIBBON CUTTING

On June 27, we celebrated the official opening of the Jefferson Park Playground which provides an accessible and inclusive playspace that reflects Menasha's motto of "Your Place on the Water." Thank you to Bergstrom Automotive Family for their support.



RECREATION PROGRAMMING

We have completed our first three weeks of camp with 56% of the campers attending all three weeks. 30% joined us for two weeks of the three and only 13% registered for a single week of camp. Each of the weeks of Camp were over 100% full because we were able to accommodate waitlist kids.

We have had a partnership with the MJSD with two programs (Little Sportsters and Summer School Swimming Lessons.) We have served 64 kids (46 swimmers and 18 little sportsters.)

POOL

The pool is in mid-season. The first couple weeks were very busy for us despite having a few late starts due to rainy weather.

The first session of swimming lessons has one more week of classes and the summer school swimming lessons are completed where we had six classes running. We are serving 312 swimmers in our Monday-Thursday swimming lessons in addition to the 46 summer school swimmers.

Cannonball with a Cop was enjoyed by all involved! We encourage checking out the great photos and videos on our Facebook page!

FALL PREPARATION

The Fall/Winter Activity Guide has been started with the goal of Early August for being available.

JUNE ATTENDANCE AT MENASHA POOL

	2020	2021		2022		2023		2024	
Type of Pass	Passes Sold (Primary Member)	Passes Sold (Primary Member)	Membership Usage (Number of Swipes)	Passes Sold (Primary Member)	Membership Usage (Number of Swipes)	Passes Sold	Membership Usage (Number of Swipes)	Passes Sold (Primary Member)	Membership Usage (Number of Swipes)
Adult Ind	<i>Only M-Passes Sold in 2020</i>	11	11	13	46		60	16	53
Youth Ind		20	20	27	112		153	28	81
Senior Ind		33	33	46	358		288	58	221
Family/2		26	101	40	316		297	47	228
Family/3	421 Passes Sold	12	69	26	225		172	33	250
Family/4		14	150	34	308		263	27	311
Family/5		12	166	13	234		330	23	311
Family/6+	515 Total Members	9	113	26	413		296	20	347
Ltd Use Adult		0	0	11	0		1	1	1
Ltd Use Youth / Senior		19	23	22	17		22	18	28
2020 Carryover visits			180						
Total Pass Uses	605		866		2029		1882		1831
Pay Per Visit Usage	n/a		2018		4255		4399		4712
Total Monthly Uses	605		2884		6284 (closed 6 days for weather)		6281 (closed 8 days for weather)		6543 (closed for 7 days for weather)

NOTE ON POOL TABLE For reference 2019 attendance for the month of June was 4016. These numbers above do not include swim lesson participants and private party participants.

CITY OF MENASHA
Parks and Recreation Board
Menasha City Hall (100 Main St., Menasha, WI 54952)
August 13, 2024
MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. Dick Sturm at 5:30pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Vice Chr. Brian Adesso, Ald. Ted Grade, E. Wickman, Melissa Grade; T. Hale

OTHERS PRESENT: PRD Megan Sackett, DDMO Thad Brown and Arborist Dylan Wenker

EXCUSED ABSENCE: D. Rand

C. PUBLIC COMMENT/CORRESPONDENCE

PRD Sackett noted the two communications included in the packet.

D. MINUTES TO APPROVE

1. **Minutes of the July 9, 2024 Regular Park Board Meeting:** Motion by T. Grade, seconded by T. Hale to approve the minutes of the July 9, 2024 Regular Park Board meeting. Motion carried.

E. DISCUSSION / ACTION ITEMS

1. **Water Quality Information:** Director Sackett indicated that Sanitarian Todd Drew could not be present this evening, but hopes to have him attend a future meeting to share information.
2. **EAB Management/Forestry Program:** Arborist Wenker gave an overview of our EAB Management program and provided a demonstration on how ash trees are selected and treated.
3. **Events in City Parks:**
 - a. **JazzFest at Jefferson Park, August 31 and September 1, 2024:** Director Sackett noted this is an annual event held in Jefferson Park. PRD Sackett noted staff has met with event organizers and will work with the contractors and event organizers should construction begin prior to the event. Motion made by T. Grade, seconded by E. Wickman to approve JazzFest at Jefferson Park on August 31 and September 1, 2024. Motion carried.
 - b. **Brews on 'Bago at Jefferson Park, September 12, 2024:** Director Sackett indicated construction of the social space is moving along and staff anticipates having the majority complete if not all prior to the next Brews on 'Bago event. PRD Sackett indicated should there be delays, we will relocate the event to Barker Farm Park again. Motion made by T. Grade, seconded by M. Grade to approve Brews on 'Bago at Jefferson Park on September 12, 2024 with the option if that is not available to move to Barker Farm Park. Motion carried.
 - c. **Grunski Runski at Curtis Reed Square, September 28, 2024:** Director Sackett gave an overview of the event indicating the start and finish will be near Curtis Reed Square and staff are not requesting route changes for 2024. PRD Sackett noted that Curtis Reed Square is the location for registration and the after celebration with food and drinks provided by sponsors. Motion made by T. Hale, seconded by B. Adesso to approve Grunski Runski at Curtis Reed Square on September 28, 2024. Motion carried.
 - d. **Grunski Bikeski at Smith Park, September 29, 2024:** Director Sackett noted this is a new event in commemoration of Menasha's 150th celebration and a similar event that was held several years ago. PRD Sackett also indicated this will only be held in 2024 and not be a continuing event. This event will include a Community Criterium (complete as many laps as possible in 20-minute chip-timed heats), the Kid's Crit (1/4 mile parade style bike ride) or the Novelty Crit (1 mile ride showing your unique/non-traditional bike). Sackett noted that the roads around Smith Park will be closed for

the duration of the event to through traffic and bike patrol will work with residents on these streets between heats should they need to enter/exit their residence. Motion made by T. Hale, seconded by M. Grade to approve Grunski Bikeski at Smith Park on September 29, 2024. Motion carried.

F. REPORT OF DEPARTMENT HEAD / STAFF

1. **Department Report:** See attached written report. DDMO Brown shared an update on the social space and gave an overview of the proposed design elements for the firepit and stage area. T. Hale asked for an update on Hart Park at a future meeting.

G. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

None

H. ADJOURNMENT

Motion by E. Wickman, seconded by B. Adesso to adjourn at 7:03 pm. Motion carried.

DRAFT

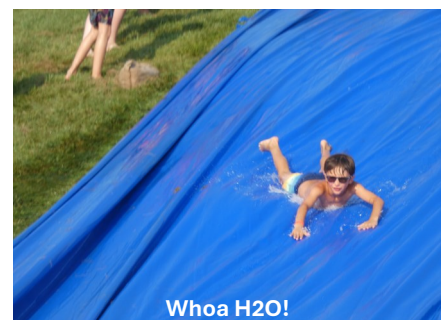
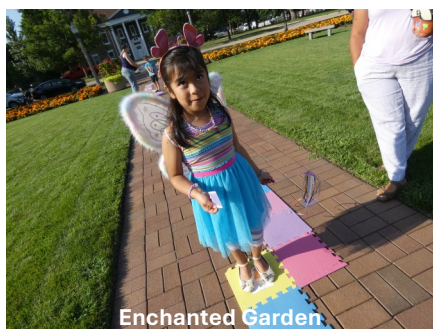
Staff Reports from the Parks, Recreation, Forestry & Cemeteries Department

August 2024

In early 2024 the City of Menasha was invited to apply for the David L. and Rita E. Nelson Family Fund grant through the Community Foundation which supports projects throughout the Green Bay and Fox Valley area that benefit the couple's interest including Parks, Recreation and Waterways. We are happy to announce the City of Menasha recently received notice of an award of a grant in the amount of \$200,000 for the boat launch component of the Jefferson Park redevelopment project.

PARKS

- A field conditioner has been applied to Koslo infield. This will help with water shed and “faster” drying times between rain events. Approximately two inches of material was added and then tilled into existing ground. Once tilled, a roller is used to help tighten up the soil.
- Social space construction has begun at Jefferson Park. Gas lines and electrical have been run and buried and concrete forming has been taken place.
- Most summer help will be leaving by August 23rd to return/go to college. We truly appreciate their help this summer. Seasonal workers will still be here until October—last day is dependent on weather conditions.
- Installation of bike racks has begun with the goal of having one at every park. Concrete pads are being prepared at each of the following parks or city green spaces: Shepard, Menasha Conservancy, Barker Farm, Pleasants, Koslo, “Banta” tennis courts, Clinton Center, Municipal Beach, Hart and Hidden Pond.
- The Ninth Street Boat Launch sign was installed!



EVENT UPDATES

- On July 10, approximately 140 people came out for **Art Night**. The 3D printed craft from Catch Fire Creations was a hit!
- The Menasha Library sponsored the movie “Elemental” shown to 130 people at our **Dive-In Movie** on July 17.
- It was a magical night for an **Enchanted Garden** on July 24, complete with art projects, Bollywood Dancing and life-sized Candyland!
- **Whoa**— can you believe over 350 took part in our **H2O** obstacle course, inflatables, and slip-n-slides? With that number of participants and an outside temperature near 90°, we'll consider this event a success!

UPCOMING EVENTS:

Burgers and BINGO: August 14; 4:30-5:30pm and 6:00-7:00pm at Smith Park. Enjoy a meal & stay for one or both rounds of BINGO.

Brews on 'Bago: September 12; 5:00-8:00pm at Jefferson Park. Last one for the summer—live music, food and beverages!

Doggie Dip: August 17; 9:00-11:30am at Jefferson Pool. It's the canine's turn to swim!

RECREATION

- We are in our 2nd year of the Hart Park Hangout. It is designed for pre-teens/teens to hangout at the shelter with donated arcade games or just a place to chill. Kids are invited several times throughout the week.
- Camp Champs ended with a Waves of Fun Week theme. This year, we offered five weeks of 1/2 day camp and three weeks of full day camp. Half days averaged 41 kids with a high count of 45 (there were still 32 campers that attended field trips planned during the 4th of July week). Once we shifted to full days, we averaged 41 kids. Just to compare—last year (2023) we had an average of 33 kids for our half day and 39 for our full day. Our Camp is definitely filling a need for our residents!
- Tennis wraps up this week. We hosted Fox Crossing tennis participants ages 10-15 for a Match Play on August 5. This was a great morning enjoyed by many spectators and 33 players who have spent the summer learning and improving their skills.



Camp Champs



Camp Champs



Tennis Lessons



Lifeguard Training

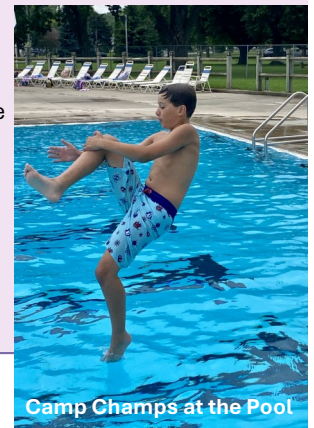
POOL

The pool is wrapping up its regular season with the last of swim lessons on August 9. The last day of open swim is August 11.

There has been regular attendance with our specialty swims. The SOAR organization has been routine visitors for our sensory swim on Tuesdays, we've enjoyed our guest appearances at Splish Splash Storytime, and our pre-school playtime has had wonderful weather.

Still to happen at the pool:

- Mermaid Camp and Shark Camp August 12-15
- Season Pass Appreciation Party August 13
- Adult Pool Party August 15
- Doggie Dip August 17



Camp Champs at the Pool

JULY Pool Attendance Comparisons

For reference....2019 Pool attendance for the month of July was 9823.

These numbers above do not include swim lesson participants and private party participants.

	2020	2021		2022		2023		2024	
Type of Pass	Passes Sold (Primary Member)	Passes Sold (Primary Member)	Membership Usage (Number of Swipes)	Passes Sold (Primary Member)	Membership Usage (Number of Swipes)	Passes Sold (Primary Member)	Membership Usage (Number of Swipes)	Passes Sold (Primary Member)	Membership Usage (Number of Swipes)
Adult Ind	Only M-Passes Sold in 2020 421 Passes Sold 515 Total Members	0	32	1	52	1	55	0	84
Youth Ind		2	59	2	99	2	152	3	122
Senior Ind		3	87	2	280	3	544	1	305
Family/2		2	180	1	351	1	308	2	232
Family/3		2	88	0	207	1	241	0	265
Family/4		0	167	0	303	2	378	1	225
Family/5		0	285	0	254	0	349	0	357
Family/6+		0	177	0	309	0	319	0	403
Ltd Use Adult		0	0	1	11	1	3	0	0
Ltd Use Youth / Senior		7	30	3	23	3	22	1	15
2020 Carryover visits			268						
Total Pass Uses	605		1373		1888		2371		2008
Pay Per Visit Usage	n/a		4352		4328		5203		5739
Total Monthly Uses	605		6939 (closed 7 days for weather)		6216 (closed 1 day for weather)		8479 (closed 2 days for weather)		7747 (closed 4 days for weather)

CITY OF MENASHA
PERSONNEL COMMITTEE
100 MAIN STREET, MENASHA
JUNE 17, 2024
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Grade at 7:45 p.m.

B. ROLL CALL

PRESENT: Ald. Lewis, Marshall, Grade, Ropella, Nichols, Eisenach, Sevenich, Perkins, and Mayor Hammond

ALSO PRESENT: CDD Schroeder, DPW Jungwirth, FC Teesch, FD Sassman, PRD Sackett, HD Hutter, FD Sassman, PC Thorn, CA Struve, Clerk Neuman, DC Snyder

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, 4/16/24

Motion by Ald. Nichols seconded by Ald. Marshall to approve the 4/16/24 Minutes.

Motion carried on voice vote.

E. DISCUSSION / ACTION ITEMS

1. Promotion of Deputy City Clerk Kaija Snyder to City Clerk (Recommendation to Common Council for Appointment, Effective July 6, 2024)

a. May adjourn into Closed Session pursuant to Wisconsin State Statutes §19.85(1)(c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (Deputy City Clerk Kaija Snyder promotion to City Clerk)

b. May adjourn into Open Session to take action on item discussed in Closed Session

2. Recruitment/Hiring Process for City Clerk

Moved by Ald. Sevenich and seconded by Ald. Ropella to post the City Clerk position internally and externally and that the committee (Personnel Committee Chair, Personnel Committee Vice Chair, Council President, and Mayor) be part of the interview process and they bring a recommendation to the full Common Council.

Motion carries 8 – 1.

Mayor Hammond voted no.

Staff commented on the support felt from Common Council's symbolic motion but asked that this Committee separate that Common Council Communication item from that item here, which considers a promotion and appointment.

General discussion ensued on:

- Past practice indicates internal and external recruitment efforts with a hiring panel including Personnel Committee Chairman, Administration Committee Chairman, Mayor, and Council President
- Timing of Clerk's resignation considering the upcoming political landscape
- Seek out former City staff to assist the Clerk's Office during this interim period
- Existing Deputy City Clerk is the City Clerk's backup and will be Interim City Clerk
- Staff indicated hiring process would likely take 2 months from the July 1, 2024, Council direction.

F. ADJOURNMENT

Motion by Ald. Lewis seconded by Ald. Perkins to adjourn the Personnel Committee meeting at 8:02 p.m.

Motion carried on voice vote.

Minutes respectfully submitted by:

Valerie Neuman, WCMC
City Clerk

City of Menasha
Special Board of Public Works
100 Main Street, Menasha
August 5, 2024
Minutes

A. CALL TO ORDER

Meeting called to order by Chair Sevenich at 5:50 pm.

B. ROLL CALL

PRESENT: Aids. Marshall, Grade, Ropella, Eisenach, Sevenich, Perkins

ABSENT: Aids. Nichols, Lewis

ALSO PRESENT: FD Sassman, DPW Jungwirth, PHD Hutter, PRD Sackett, PC Thorn,
FC Teesch, CA Struve, Mayor Hammond, DC Snyder

C. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

- Dick Sturm (203 Kenwood Drive) shared his experience as the Parks and Recreation Board Chair and working to develop Jefferson Park's recent and upcoming renovations. Specifically, Sturm spoke to the significant work involved in this design and the importance of awarding the related contract.
- Eli Wickman (700 Tenth Street) spoke on the Parks and Recreation Boards long term planning, timely use of ARPA funds, and trust for the Board
- Sandra Dabill Taylor (545 Broad Street) commented on the bidding procedure for the Jefferson Park plan and costs. Dabill Taylor further spoke on sidewalk, curbing, parking, and other deprioritized opportunities on Kargus Drive. Dabill Taylor further referenced Common Council procedures concerning Special meetings.

D. MINUTES TO APPROVE

1. Board of Public Works, 7/15/24

Motion by Ald. Ropella seconded by Ald. Grade to approve minutes of the 7/15/24 Board of Public Works meeting.

Motion carried on voice vote.

E. DISCUSSION / ACTION ITEMS

1. Recommend to Award – Contract Unit No. 2024-03; Jefferson Park Improvements; Northeast Asphalt, Inc.; \$1,432,229.70

Motion by Ald. Ropella seconded by Ald. Grade to approve Recommend to Award – Contract Unit No. 2024-03; Jefferson Park Improvements; Northeast Asphalt, Inc.; \$1,432,229.70.

Motion carried 6-0 on roll call.

Staff advised on the accessible parking planned for Kargus Drive, limited parking due to the prioritization of green space, and the determined absence of bid discrepancies through the open bidding process.

2. Payment – Calnin and Goss, LLC.; Contract Unit No. 2024-06; Utility and Street Construction; \$261,645.29 (Payment No. 1)

Motion by Ald. Ropella seconded by Ald. Perkins to approve Payment – Calnin and Goss, LLC.; Contract Unit No. 2024-06; Utility and Street Construction; \$261,645.29 (Payment No. 1).

Motion carried 6-0 on roll call.

Staff advised that sanitary sewer work on Elizabeth Street and Kenwood Drive are complete, and that curbing and guttering have begun on Lucerne Drive.

3. Payment – Janke General Contractors, Inc.; Contract Unit No. 2024-08; Water Street Corridor Reconstruction; \$377,661.10 (Payment No. 2)

Motion by Ald. Ropella seconded by Ald. Marshall to approve Payment – Janke General Contractors, Inc.; Contract Unit No. 2024-08; Water Street Corridor Reconstruction; \$377,661.10 (Payment No. 2).

Motion carried 6-0 on roll call.

Staff advised that this payment is for the shore wall, which is 25% complete.

4. Street Use Application – Race the Lake; Sunday, August 18, 2024; 7:00am-9:00am; DuTriRun Foundation, Inc.

Motion by Ald. Ropella seconded by Ald. Eisenach to approve Street Use Application – Race the Lake; Sunday, August 18, 2024; 7:00am-9:00am; DuTriRun Foundation, Inc.

Motion carried 6-0 on roll call.

Staff advised that this event is similar to the 2023 event in that it uses the Racine Street Bridge instead of the Tayco Street Bridge.

5. Street Use Application – Labor Day Parade; Monday, September 2, 2024; 9:00am-11:00am; Fox Valley Area Labor Council

Motion by Ald. Ropella seconded by Ald. Perkins to approve Street Use Application – Labor Day Parade; Monday, September 2, 2024; 9:00am-11:00am; Fox Valley Area Labor Council.

Motion carried 6-0 on roll call.

6. Street Use Application – Otto Grunski Runski; Saturday, September 28, 2024; 6:00am-10:30am; Menasha Parks and Recreation

Motion by Ald. Ropella seconded by Ald. Grade to approve Street Use Application – Otto Grunski Runski; Saturday, September 28, 2024; 6:00am-10:30am; Menasha Parks and Recreation.

Motion carried 6-0 on roll call.

Staff advised that this is the second year following this route with minimal adjustments.

7. Street Use Application – Otto Grunski Bikeski; Sunday, September 29, 2024; 6:00am-1:00pm; Menasha Parks and Recreation, Menasha Sesquicentennial

Motion by Ald. Ropella seconded by Ald. Grade to approve Street Use Application – Otto Grunski Bikeski; Sunday, September 29, 2024; 6:00am-1:00pm; Menasha Parks and Recreation, Menasha Sesquicentennial.

Motion carried 6-0 on roll call.

Staff advised that this event is unique to Menasha's sesquicentennial anniversary, variable criterion for different races, and accessible means of participation.

F. ADJOURNMENT

Motion by Ald. Grade seconded by Ald. Perkins to adjourn the Special Board of Public Works meeting at 6:16 pm.

Motion carried on voice vote.

Minutes submitted by Deputy Clerk Kaija Snyder.

City of Menasha
Special Personnel Committee
1478 Midway Road
August 12, 2024
Minutes

A. CALL TO ORDER

Meeting called to order by Chair Grade at 7:37 pm.

B. ROLL CALL

PRESENT: Aids. Grade, Nichols, Sevenich, Perkins, Marshall, Mayor Hammond

ABSENT: Aids. Ropella, Eisenach, Lewis

ALSO PRESENT: PRD Sackett, DDE Gordon, CDD Schroeder, PC Thorn, DPW Jungwirth, CA Struve, Mayor Hammond, Clerk Snyder

C. MINUTES TO APPROVE

D. DISCUSSION / ACTION ITEMS

1. Director of Public Works Resignation & Hiring Process

Motion by Ald. Sevenich seconded by Ald. Grade to implement an interview panel consisting of the Mayor, Common Council President, and Personnel Committee Chair, and to direct the Human Resources Manager to post the position internally and externally.

Motion carried 6-0 on roll call.

Discussion considered the Council's advisement, interview panel members, retention, and the markedly high quality of the current Director.

Staff advised on the Director of Public Works' recent resignation and request for process direction from the Common Council. Staff additionally spoke to the City's Employee Handbook policies related to requests for salary adjustments.

E. ADJOURNMENT

Motion by Ald. Sevenich seconded by Ald. Perkins to adjourn the Special Personnel Committee meeting at 8:02 pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

July 24, 2024

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, Austin Hammond, Antoine Tines, and Gary Turchan present on roll call. Also present were Melanie Krause (telephonically), General Manager; Adam Smith, Water Utility Manager; Kristin Hubertus, Finance Manager; Kurt Melchert, Electric Manager; and Tammy Phillips, Accounting and Administrative Assistant. Also present was Lisa Miotke, WPPI Sr. Energy Services Manager.

Those excused were: Steve Grenell, Engineering Manager and Paula Maurer, Customer Service Manager

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. Turchan, was unanimous on roll call to approve the following:

- A. Minutes of the Regular Meeting of June 26, 2024.
- B. Approve and warrant the following payments dated June 27, 2024 – July 24, 2024 in the amount of \$4,640,114.23.
- C. Correspondence as listed:
 - Copy of Thank-You from Ryan Johnson, 2024-25 MU Scholarship Winner
 - Copy of MU July Newsletter

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

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

Item VI. Unfinished Business, McMahon Agreement for Office Building – Two prints of the office building remodel were presented for informational purposes. Bid packets will be sent out prior to the annual budget meeting in October.

Racine Street Road Project Status Update – The City provided an update on the status of the Racine Street Road project to address resident complaints and give a timeline for completion.

Item VII. New Business, 2025 Strategic Plan, Budget, and Planning Schedule – A budget planning schedule was presented for informational purposes.

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

June Financial and Project Status Reports – Electric consumption was lower than budget by 8%, cost of power was lower by 14.1%, pass-through rates were lower than budget, and net operating income was negative due to the variance between revenues and cost of power.

Water usage was higher than budget by 37%, revenues were higher and expenses were lower, making net operating income higher than budget by \$211,718. The water plant produced 4.995 million gallons in a single day, the highest since July 2019, and a total of almost 68 million gallons for the month.

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

Project Reports, Electric Projects – Work continues on the Water Street and Racine Street rebuilds, the Mathewson Street overhead rebuild project has begun, the CP-3 customer conversion project is completed, and crews are working on bad pole replacements.

Water Projects – The Racine Street water main project, large meter testing, and water plant painting are complete, a valve on DePere and 11th Street was replaced, a VFD drive was purchased, and 3 customer side LSL's were replaced.

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

Item X. The motion by Comm. Allwardt, seconded by Comm. Turchan, was unanimously approved on roll call to adjourn at 8:31 a.m.

By: MARK L. ALLWARDT
President

GARY TURCHAN
Secretary

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



City of Menasha

Unofficial Results - August 13, 2024 Partisan Primary Election

Election results are made official after the County Board of Canvassers verifies results.

Visit the Winnebago County and Calumet County websites for more information on each Board of Canvassers.

	Senior Center Districts 1-2 Wards 1-4	Boys & Girls Club Districts 3-4 Wards 5-8	UWO Fox Cities Districts 5 & 7 Wards 9-12, 17-19	Winnebago Dog Club <i>Winnebago County</i> District 6 Ward 13	Winnebago Dog Club <i>Calumet County</i> Districts 6 & 8 Wards 14-16	TOTALS
Total Number of Voters	791	797	838	197	820	3443
Number of Provisional Ballots <i>Provisional ballots are counted by the Board of Canvassers; this body verifies election results and issues official results.</i>	0	0	0	0	0	0
Party Preference Section						0
Democratic	419	431	463	90	317	1720
Republican	340	318	327	88	437	1510
Constitution	0	0	0	0	0	0
Libertarian	1	1	0	0	0	2
Wisconsin Green	1	1	0	0	0	2
Democratic Party Primary						0
Special Congressional Primary						0
Representative in Congress District 8 (term ending 1/3/2025)						0
Kristin Lyerly					314	314
Write-Ins					0	0
Congressional						0
United States Senator						0

	Senior Center Districts 1-2 Wards 1-4	Boys & Girls Club Districts 3-4 Wards 5-8	UWO Fox Cities Districts 5 & 7 Wards 9-12, 17-19	Winnegamie Dog Club <i>Winnebago County</i> District 6 Ward 13	Winnegamie Dog Club <i>Calumet County</i> Districts 6 & 8 Wards 14-16	TOTALS
Tammy Baldwin	403	392	431	87	322	1635
Write-Ins	0	1	0	0	0	1
Representative in Congress District 6						0
John Zarbano	358	347	368	74		1147
Write-Ins	0	0	1	0		1
Representative in Congress District 8 (term ending 1/3/2027)						0
Kristin Lyerly					308	308
Write-Ins					0	0
Legislative and State						0
State Senator District 18						0
Kristin Alfheim	391	382	409	85		1267
Write-Ins	0	0	0	0		0
Representative to the Assembly District 53						0
Duane J. Shukoski	387	378	407	83		1255
Write-Ins	0	1	0	0		1
Representative to the Assembly District 3						0
Jason Schmitz					307	307
Write-Ins					0	0
District Attorney						0
Write-Ins	14	10	5	1	6	36
County						0
Couty Clerk						0
Write-Ins	12	18	9	4	7	50

	Senior Center Districts 1-2 Wards 1-4	Boys & Girls Club Districts 3-4 Wards 5-8	UWO Fox Cities Districts 5 & 7 Wards 9-12, 17-19	Winnegamie Dog Club <i>Winnebago County</i> District 6 Ward 13	Winnegamie Dog Club <i>Calumet County</i> Districts 6 & 8 Wards 14-16	TOTALS
County Treasurer						0
Write-Ins	12	13	7	1	9	42
Register of Deeds						0
Christopher G. Larson	352	367	381	79		1179
Write-Ins	1	0	0	0	8	9
Republican Party Primary						0
Special Congressional Primary						0
Representative in Congress District 8 (term ending 1/3/2025)						0
Tony Wied					164	164
Andre Jacques					112	112
Roger Roth					188	188
Write-Ins					0	0
Congressional						0
United States Senator						0
Eric Hovde	257	246	260	70	383	1216
Charles E. Barman	40	29	33	12	38	152
Rejani Raveendran	33	37	28	11	39	148
Write-Ins	1	1	1	0	1	4
Representative in Congress District 6						0
Glenn Grothman	277	255	279	76		887
Write-Ins	8	8	2	3		21
Representative in Congress District 8 (term ending 1/3/2027)						
Roger Roth					193	193
Tony Wied					160	160

	Senior Center Districts 1-2 Wards 1-4	Boys & Girls Club Districts 3-4 Wards 5-8	UWO Fox Cities Districts 5 & 7 Wards 9-12, 17-19	Winnegamie Dog Club <i>Winnebago County</i> District 6 Ward 13	Winnegamie Dog Club <i>Calumet County</i> Districts 6 & 8 Wards 14-16	TOTALS
Andre Jacque					112	112
Write-Ins					0	0
Legislative and State						0
State Senator District 18						0
Anthony Wayne Phillips	182	209	211	65		667
Blong Yang	144	108	105	24		381
Write-Ins	0	0	0	3		3
Representative to the Assembly District 53						0
Dean R. Kaufert	298	279	298	83		958
Write-Ins	2	2	2	0		6
Representative to the Assembly District 3						0
Ron Tusler					408	408
Write-Ins					2	2
District Attorney						0
Nathan F. Haberman					384	384
Write-Ins	11	15	9	3	1	39
County						0
County Clerk						0
Julie A. Barthels	284	264	287	80		915
Beth A. Hauser					397	397
Write-Ins	1	2	0	0	1	4
County Treasurer						0
Amber L. Hoppa	271	257	286	79		893
Michael V. Schlaak					382	382
Write-Ins	1	2	0	0	1	4

	Senior Center Districts 1-2 Wards 1-4	Boys & Girls Club Districts 3-4 Wards 5-8	UWO Fox Cities Districts 5 & 7 Wards 9-12, 17-19	Winnegamie Dog Club <i>Winnebago County</i> District 6 Ward 13	Winnegamie Dog Club <i>Calumet County</i> Districts 6 & 8 Wards 14-16	TOTALS
Register of Deeds						0
Susan M. Snyder	145	132	143	38		458
Paul J. Esslinger	160	145	150	43		498
Tami J. Alten					381	381
Write-Ins	0	0	1	0	1	2
Constitution Party Primary						0
Special Congressional Primary						0
Representative in Congress District 8 (term ending 1/3/2025)						0
Write-Ins					0	0
Congress						0
United States Senator						0
Write-Ins	0	0	0	0	0	0
Representative in Congress District 6						0
Write-Ins	0	0	0	0		0
Representative in Congress District 8 (term ending 1/3/2027)						0
Write-Ins					0	0
Legislative and State						0
State Senator District 18						0
Write-Ins	0	0	0	0		0
Representative to the Assembly District 53						0
Write-Ins	0	0	0	0		0
Representative to the Assembly District 3						0

	Senior Center Districts 1-2 Wards 1-4	Boys & Girls Club Districts 3-4 Wards 5-8	UWO Fox Cities Districts 5 & 7 Wards 9-12, 17-19	Winnegamie Dog Club <i>Winnebago County</i> District 6 Ward 13	Winnegamie Dog Club <i>Calumet County</i> Districts 6 & 8 Wards 14-16	TOTALS
Write-Ins					0	0
District Attorney						0
Write-Ins	0	0	0	0	0	0
County						0
County Clerk						0
Write-Ins	0	0	0	0	0	0
County Treasurer						0
Write-Ins	0	0	0	0	0	0
Register of Deeds						0
Write-Ins	0	0	0	0	0	0
Libertarian Party Primary						0
Special Congressional Primary						0
Representative in Congress District 8 (term ending 1/3/2025)						0
Write-Ins					0	0
Congress						0
United States Senator						0
Write-Ins	1	0	0	0	0	1
Representative in Congress District 6						0
Write-Ins	1	0	0	0		1
Representative in Congress District 8 (term ending 1/3/2027)						0
Write-Ins					0	0
Legislative and State						0
State Senator District 18						0
Write-Ins	1	0	0	0		1

	Senior Center Districts 1-2 Wards 1-4	Boys & Girls Club Districts 3-4 Wards 5-8	UWO Fox Cities Districts 5 & 7 Wards 9-12, 17-19	Winnegamie Dog Club <i>Winnebago County</i> District 6 Ward 13	Winnegamie Dog Club <i>Calumet County</i> Districts 6 & 8 Wards 14-16	TOTALS
Representative to the Assembly District 53						0
Write-Ins	1	0	0	0		1
Representative to the Assembly District 3						0
Write-Ins					0	0
District Attorney						0
Write-Ins	1	0	0	0	0	1
County						0
County Clerk						0
Write-Ins	1	0	0	0	0	1
County Treasurer						0
Write-Ins	1	0	0	0	0	1
Register of Deeds						0
Write-Ins	1	0	0	0	0	1
Wisconsin Green Party Primary						0
Special Congressional Primary						0
Representative in Congress District 8 (term ending 1/3/2025)						0
Write-Ins					0	0
Congress						0
United States Senator						0
Write-Ins	0	0	0	0	0	0
Representative in Congress District 6						0
Write-Ins	0	0	0	0		0

	Senior Center Districts 1-2 Wards 1-4	Boys & Girls Club Districts 3-4 Wards 5-8	UWO Fox Cities Districts 5 & 7 Wards 9-12, 17-19	Winnegamie Dog Club <i>Winnebago County</i> District 6 Ward 13	Winnegamie Dog Club <i>Calumet County</i> Districts 6 & 8 Wards 14-16	TOTALS
Representative in Congress District 8 (term ending 1/3/2027)						0
Write-Ins					0	0
Legislative and State						0
State Senator District 18						0
Write-Ins	1	0	0	0		1
Representative to the Assembly District 53						0
Write-Ins	0	0	0	0		0
Representative to the Assembly District 3						0
Write-Ins					0	0
District Attorney						0
Write-Ins	0	0	0	0	0	0
County						0
County Clerk						0
Write-Ins	0	0	0	0	0	0
County Treasurer						0
Write-Ins	0	0	0	0	0	0
Register of Deeds						0
Write-Ins	0	0	0	0	0	0
Referendum						
State						
Question 1: Delegation of Appropriation Power						
Yes	290	295	289	76	379	1329
No	469	456	511	108	414	1958

	Senior Center Districts 1-2 Wards 1-4	Boys & Girls Club Districts 3-4 Wards 5-8	UWO Fox Cities Districts 5 & 7 Wards 9-12, 17-19	Winnegamie Dog Club <i>Winnebago County</i> District 6 Ward 13	Winnegamie Dog Club <i>Calumet County</i> Districts 6 & 8 Wards 14-16	TOTALS
Question 2: Allocation of Federal Moneys						
Yes	287	300	294	81	380	1342
No	478	455	509	103	414	1959



Q2 2024 Economic Development Report



NATIONAL
CHAMBER
OF THE YEAR



FOX CITIES CHAMBER
CONNECT | GROW | LEAD



**NATIONAL
CHAMBER
OF THE YEAR**

National recognition affirms Chamber strength and community impact!

The Fox Cities Chamber was named Chamber of the Year by the Association of Chamber of Commerce Executives (ACCE) at its Annual Conference in Dallas on July 17. The award is the most prestigious and competitive recognition presented annually by ACCE. It recognizes the leadership role chambers of commerce have in their communities. Those honored with the Chamber of the Year designation have demonstrated organizational strength and impacted key community priorities, such as education, transportation, economic prosperity and quality of life.

“To say we are excited and honored to be named Chamber of the Year by ACCE is an understatement,” said Becky Bartoszek, President and CEO of Fox Cities Chamber. “This recognition affirms the strength of our Chamber and members, as we partner together to drive economic growth and prosperity for the region. To win this award, especially during our 150th anniversary year, is very special.”



Chamber recognized for communications excellence

In addition to National Chamber of the Year recognition, the Fox Cities Chamber was also named one of 12 recipients of an ACCE Award for Communications Excellence. The national awards program is designed to showcase top communications and marketing work of chambers of commerce and similar organizations. The Chamber’s winning submission was the Fox Cities Chamber Sponsorship Booklet in the category of Print & Electronic Publications.

Chamber named WI Innovation Award Finalist

The Fox Cities Chamber was named a finalist in the WI Innovation Awards (WIA), which recognizes the state’s most innovative and forward-thinking companies. The Chamber was named a finalist for their Connect Free membership level for small businesses. The winners of the 2024 Wisconsin Innovation Awards will be announced at a ceremony on Tuesday, October 8, 2024 at the Memorial Union in Madison.

New Chamber health insurance discount benefits small businesses

The Fox Cities Chamber has partnered with **Network Health** to offer an exclusive premium discount on level-funded health insurance plans for Chamber members.

The partnership with Network Health means Chamber members are eligible for an exclusive premium discount on these plans. Fox Cities Chamber members who qualify receive 5% off the base rate of any Network Health underwritten group product, plus two months of credit on administrative fees. The plan discounts are for new Network Health

participants only. Any Chamber membership level is eligible; however, a fee does apply for Connect Free members. The level-funded plans are ideal for businesses with 2 to 99 employees. The Chamber is also working with Network Health to offer competitively priced group health insurance plans.

Q2 Program and Event Updates



Future Fox Cities Career Expo - This popular talent attraction program was held April 9/10 to help local companies build a future pipeline of workers. Over 2,000 students attended and learned about career opportunities from 80+ businesses.

Civics Bee - the Fox Cities Chamber hosted a National Civics Bee® qualifier at **Lawrence University** in Appleton, an initiative aimed at encouraging more young Americans to engage in civics and contribute to their communities.

Q2 grow seminar held on how to “Become Customer Centric” Over 70 attendees heard Jim Harris, Associate Professor of Business Administration – Marketing; **St. Norbert College** talk about focusing on the customer for business success. Special thanks to our host sponsor, **Community First Credit Union**.

CEO Breakfast - A panel of Fox Cities executives answered questions and offered insight to local young professionals in May. Thanks to Laurie Butz, **Capital Credit Union**; Chris Hess, **Goodwill Industries**; Todd Kelsey, **Plexus**; and Scott Murphy, **Jewelers Mutual**; for sharing your experiences with our young professionals.

LFC Commencement - Congratulations to 40 individuals from companies around the Fox Cities, who graduated from Leadership Fox Cities on May 21:

Kathy Angst, **VF Corporation**
Sara Broten, **Ornuo Ingredients**
Jessica Ebertsch, **Miron Construction**
Amy Fairchild, **City of Neenah**
Jon Fredrickson, **Oshkosh-Vocational**
Kristine Groell, **Fox Valley Technical College**
Luke Heimlich, **C.R. Structure Group, Inc.**
Kathryn Johann, **BBBS of East Central WI**
Megan LaFond, **Day by Day Shelter**
Josh Lambrecht, **United Way Fox Cities**
Holly Magness, **Kaukauna Area School District**
Maddie Middlestadt, **Prevea Health**
Matthew Nowak, **Wipfli LLP**
Terri Perkins, **UW-Oshkosh**
Eric Rasmussen, **Winnebago County**
Kari Seefeldt, **Bassett Mechanical**
Riley Stever, **Network Health Plan**
Tyler Swenson, **WBD, Inc.**
Anne Van, **Outagamie County**
Tiffany Woelfel, **Amundsen Davis**

Tina Behling, **Werner Electric Supply**
Stephanie Buchanan, **Touchmark on West Prospect**
Kim Esselman, **Appleton Housing Authority**
Alicia Frank, **United Way Fox Cities**
Kari Godsill, **Appleton Housing Authority**
Marita Hebert, **Community First Credit Union**
Molly Huhn, **ASP, Inc.**
Danielle Kolman, **Lawrence University**
Brandon LaMaide, **Brewster Village – Outagamie Co.**
Kayla Lindal, **Family Services Northeast Wisconsin**
Jeannie Mahone, **Arden Property Group**
Tamara Nickasch, **Pierce Manufacturing**
Rochelle Oskey, **Outagamie County**
Emily Pinzl, **Herrling Clark Law Firm**
Kelly Riley, **Ascension NE WI – St. Elizabeth Hospital**
Michael Selner, **American National Bank Fox Cities**
Jennifer Strebiger, **Community First Credit Union**
Erich Trepanier, **Fireline Sprinkler, LLC**
Chris Van Dyke, **Capital Credit Union**
Jenny Ziegler, **Lawrence University**

Drug Crisis Seminar - No challenge has been more devastating to Wisconsin communities large and small than the drug epidemic we have faced for over two decades. Chamber members and the public were invited to a special seminar in June to learn what can be done to help combat this crisis.

Business Attraction and Retention

FCCRP by the Numbers - Q2 2024

Q2 Business Retention/Attraction

- Responded to 5 requests for economic data.
- Held 8 business milestone / ribbon cuttings.
- Assisted with 4 business attraction projects: Project Mango, Project Trident, Project Porkchop, & Project Lift.
- Conducted 18 Business Retention & Expansion visits
- **Great Northern Laminations** was certified as an Employee Friendly Workplace
- **Heartland Business Systems** was designated as a Champion of Young Professionals .

Connect Free Memberships - 55 Fox Cities small businesses joined the Chamber at its Connect Free level in Q2. To date, 715 small businesses have taken advantage of this unique free membership opportunity.

YP Memberships - Membership in our PULSE Young Professionals continues to expand. In Q2 we added 34 young professionals, bringing total memberships in the group to 715.

Economic partnerships and collaborations

- The Chamber held a ribbon cutting ceremony at the **Appleton International Airport** on June 6 to celebrate the start of a non-stop route to Dallas.
- Staff from the Chamber attended the **NEW North Summit** on June 6.
- The Chamber held a ribbon cutting at **The Brin** on June 13, a newly constructed Menasha apartment complex.

Chamber holds 150th Time Capsule Ceremony

As part of its 150-year anniversary celebration, the Fox Cities Chamber held a time capsule ceremony in June. Chamber stakeholders attended the ceremony, which included a few words from sponsors **Goodwill** and **Secura** then placement of the time capsule in an interior Chamber wall.

The time capsule held clippings, photos, and memorabilia that represent the current Chamber, as well as our community and nation. Each sponsor also was able to place an item in the box. The Chamber's 150th special label beer, done in partnership with **McFleshman's Brewing Co.**, was served afterward.

SBDC establishes office hours at Chamber

The Chamber has partnered with the **Small Business Development Center** (SBDC) to have a consultant onsite monthly. The SBDC will hold office hours at the Chamber on the third Tuesday of the month from noon - 4 PM. Business owners seeking guidance growing their small business, or those thinking of starting a business, are welcome to reach out for no-cost, confidential consulting and business education.



Questions or interested in setting up a free Business Retention & Expansion consultation?

Contact Eric Broten,
VP of Growth & Business
Development, Fox Cities
Chamber Regional
Partnership
ebroten@foxcc.net

Find us online

FoxCitiesRegion.com

August 7, 2024

Austin Hammond
City of Menasha Mayor
100 Main Street, Suite 200
Menasha, WI 54952

Mayor Hammond,

Please accept this letter as a formal notice of my resignation from my position as Director of Public Works for the City of Menasha. This decision has not come lightly, as I have genuinely enjoyed my time with the City of Menasha and have valued the opportunities for development and learning that have been provided during my tenure here.

After careful consideration, I have determined that it is time for a new challenge and opportunity for further growth in my career and have therefore accepted a new role as Director of Public Works for the City of Appleton. My last working day for the City of Menasha will be Friday, September 13, 2024.

I want to express my sincere gratitude to you and the entire organization for the support, guidance, and camaraderie that I have experienced with the City of Menasha. I have learned a great deal from each and every person here and am grateful for the friendships I have formed along the way.

I am committed to a smooth transition during my remaining time at the City of Menasha and will assist to the best of my ability in completing any outstanding projects and delegating my responsibilities to our current staff. Our Deputy Directors in Public Works and Engineering already provide excellent guidance for our staff, and I have full faith that they will continue to lead the department through this transition.

Thank you again for the opportunity to be a part of the City of Menasha team. I wish this community and organization only the best and for continued success in the future.

Sincerely,



Laura Jungwirth

City of Menasha
Common Council
100 Main Street
August 5, 2024
Minutes

A. CALL TO ORDER

Meeting called to order by Mayor Hammond at 6:03 pm.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

PRESENT: Aids. Marshall, Grade, Ropella, Eisenach, Sevenich, Perkins

ABSENT: Aids. Nichols, Lewis

ALSO PRESENT: FD Sassman, PWD Jungwirth, PHD Hutter, PRD Sackett, PC Thorn, FC Teesch, CA Struve, Mayor Hammond, DC Snyder

D. PUBLIC HEARING

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

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

Minutes to receive:

- a. Administration Committee, 7/15/24
- b. Board of Public Works, 7/15/24
- c. Committee on Aging, 6/14/24
- d. Housing Authority, 7/22/24
- e. Library Board of Trustees, 6/25/24
- f. NMFR Joint Finance & Personnel Committee, 7/23/24
- g. NMFR Joint Fire Commission, 7/24/24
- h. Neenah-Menasha Sewerage Commission, 6/25/24

Communications:

- i. Racine Street Project Status Update
- j. Sale Day Report – General Obligation Promissory Notes, Series 2024A
- k. Investment Portfolio Overview
- l. Second Quarter Financial Update
- m. Fox Cities Chamber Named 2024-2025 National Chamber of the Year
- n. Replacement of Assistant Chief of Prevention/Fire Marshall

Motion by Ald. Sevenich seconded by Ald. Grade to approve minutes a-h and communications i-n.

Motion carried on voice vote.

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

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

- Sandy Pufal (740 Nicolet Boulevard) spoke on BLOOM's special event application for the Harvest Festival event this fall. Specifically, Pufal advised of an error in the special event application, and requested that the Council consider extending Main Street's closure until 6pm.
- KrystL Laux (388 Nassau Street) advocated for no votes to the two State of Wisconsin Constitutional referendum on the Partisan Primary ballot.

- Sandra Dabill Taylor (545 Broad Street) spoke on the Administration Committee's postponement of R-19-24, the process for awarding an assessment services contract, and public hearings on the Nicolet Menasha LLC development agreement.

G. CONSENT AGENDA

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

Minutes to approve:

1. Common Council, 7/15/24

Administration Committee, 7/15/24, Recommends Approval of:

2. Professional Service Agreement by and between the City of Menasha and MSA – Commercial Plumbing Inspections

3. Commercial Plumbing Fee – Minimal Fee Increase

4. Permit and Licensing Software – CivicPlus Master Services Agreement

Board of Public Works, 7/15/24, Recommends Approval of:

5. Payment – Jahnke General Contractors, Inc.; Contract Unit No. 2024-08; Water Street Corridor Reconstruction; \$228,166.25 (Payment No. 1)

6. Street Use Application – Harvest Festival; Saturday, September 21, 2024; 8:00am-4:00pm; BLOOM, LLC

Special Board of Public Works, 8/5/24, Recommends Approval of:

7. Recommend to Award – Contract Unit No. 2024-03; Jefferson Park Improvements; CONTRACTOR; \$1,432,229.70

8. Payment – Calnin and Goss, LLC.; Contract Unit No. 2024-06; Utility and Street Construction; \$261,645.29 (Payment No. 1)

9. Payment – Janke General Contractors, Inc.; Contract Unit No. 2024-08; Water Street Corridor Reconstruction; \$377,661.10 (Payment No. 2)

10. Street Use Application – Race the Lake; Sunday, August 18, 2024; 7:00am-9:00am; DuTriRun Foundation, Inc.

11. Street Use Application – Labor Day Parade; Monday, September 2, 2024; 9:00am-11:00am; Fox Valley Area Labor Council

Ald. Sevenich requested that the Common Council vote on each item individually. Mayor Hammond ruled the motion germane.

H. ITEMS REMOVED FROM THE CONSENT AGENDA

1. Common Council, 7/15/24

Motion by Ald. Sevenich seconded by Ald. Perkins to approve the minutes of the 7/15/24 Common Council meeting.

Motion carried on voice vote.

2. Professional Service Agreement by and between the City of Menasha and MSA – Commercial Plumbing Inspections

Motion by Ald. Eisenach seconded by Ald. Ropella to approve Professional Service Agreement by and between the City of Menasha and MSA – Commercial Plumbing Inspections.

Motion carried 6-0 on roll call.

3. Commercial Plumbing Fee – Minimal Fee Increase

Motion by Ald. Eisenach seconded by Ald. Marshall to approve Commercial Plumbing Fee – Minimal Fee Increase.

Motion carried 6-0 on roll call.

4. Permit and Licensing Software – CivicPlus Master Services Agreement

Motion by Ald. Eisenach seconded by Ald. Grade to approve Permit and Licensing Software – CivicPlus Master Services Agreement.

Motion carried 6-0 on roll call.

5. Payment – Jahnke General Contractors, Inc.; Contract Unit No. 2024-08; Water Street Corridor Reconstruction; \$228,166.25 (Payment No. 1)

Motion by Ald. Sevenich seconded by Ald. Ropella to approve Payment – Jahnke General Contractors, Inc.; Contract Unit No. 2024-08; Water Street Corridor Reconstruction; \$228,166.25 (Payment No. 1).

Motion carried 6-0 on roll call.

6. Street Use Application – Harvest Festival; Saturday, September 21, 2024; 8:00am-4:00pm; BLOOM, LLC

Motion by Ald. Sevenich seconded by Ald. Ropella to approve Street Use Application – Harvest Festival; Saturday, September 21, 2024; 8:00am-6:00pm; BLOOM, LLC. This motion reflects the time change requested by BLOOM representative Sandy Pufal.

Motion carried 6-0 on roll call.

7. Recommend to Award – Contract Unit No. 2024-03; Jefferson Park Improvements; CONTRACTOR; \$1,432,229.70

Motion by Ald. Sevenich seconded by Ald. Grade to approve Recommend to Award – Contract Unit No. 2024-03; Jefferson Park Improvements; Northeast Asphalt, Inc.; \$1,432,229.70.

Motion carried 6-0 on roll call.

8. Payment – Calnin and Goss, LLC.; Contract Unit No. 2024-06; Utility and Street Construction; \$261,645.29 (Payment No. 1)

Motion by Ald. Sevenich seconded by Ald. Ropella to approve Payment – Calnin and Goss, LLC.; Contract Unit No. 2024-06; Utility and Street Construction; \$261,645.29 (Payment No. 1).

Motion carried 6-0 on roll call.

9. Payment – Janke General Contractors, Inc.; Contract Unit No. 2024-08; Water Street Corridor Reconstruction; \$377,661.10 (Payment No. 2)

Motion by Ald. Sevenich seconded by Ald. Ropella to approve Payment – Janke General Contractors, Inc.; Contract Unit No. 2024-08; Water Street Corridor Reconstruction; \$377,661.10 (Payment No. 2).

Motion carried 6-0 on roll call.

Staff advised that this payment is for the shore wall implementation, which is 25% complete.

10. Street Use Application – Race the Lake; Sunday, August 18, 2024; 7:00am-9:00am; DuTriRun Foundation, Inc.

Motion by Ald. Sevenich seconded by Ald. Ropella to approve Street Use Application – Race the Lake; Sunday, August 18, 2024; 7:00am-9:00am; DuTriRun Foundation, Inc.

Motion carried 6-0 on roll call.

Staff advised that the Coast Guard has been contacted about ceasing water navigation traffic during this event so that bike traffic can continue over the Racine Street Bridge.

11. Street Use Application – Labor Day Parade; Monday, September 2, 2024; 9:00am-11:00am; Fox Valley Area Labor Council

Motion by Ald. Sevenich seconded by Ald. Ropella to approve Street Use Application – Labor Day Parade; Monday, September 2, 2024; 9:00am-11:00am; Fox Valley Area Labor Council.

Motion carried 6-0 on roll call.

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 7/12/24 – 8/1/24 in the amount of \$1,754,318.06

Motion by Ald. Eisenach seconded by Ald. Perkins to approve accounts payable and payroll for the term of 7/12/24 – 8/1/24 in the amount of \$1,754,318.06.

Motion carried 6-0 on roll call.

2. Application for Temporary Class “B” Retailer’s License – Heckrodt Prairie Hootenanny; September 7, 2024, 12 PM – 3 PM at Heckrodt Wetland Reserve; Heckrodt Wetland Reserve

Motion by Ald. Grade seconded by Ald. Perkins to approve Application for Temporary Class “B” Retailer’s License – Heckrodt Prairie Hootenanny; September 7, 2024, 12 PM – 3 PM at Heckrodt Wetland Reserve; Heckrodt Wetland Reserve.

Motion carried 6-0 on roll call.

3. Accept and Spend Jefferson Park Project Funds – David L. and Rita E. Nelson Family Fund (Community Foundation)

Motion by Ald. Grade seconded by Ald. Ropella to Accept and Spend Jefferson Park Project Funds – David L. and Rita E. Nelson Family Fund (Community Foundation).

Motion carried 6-0 on roll call.

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. R-31-24 – A Resolution for Approval of Project for Winnebago County Spirit Fund Local Government Allocation (Introduced by Ald. Sevenich)

Motion by Ald. Sevenich seconded by Ald. Ropella to approve R-31-24 – A Resolution for Approval of Project for Winnebago County Spirit Fund Local Government Allocation (Introduced by Ald. Sevenich).

Motion carried 6-0 on roll call.

L. APPOINTMENTS

1. Council appointment of Kaija Snyder as City Clerk for the term of 8/6/24 – 4/20/27, as recommended by the City Clerk Hiring Committee

Motion by Ald. Grade seconded by Ald. Sevenich to appoint Kaija Snyder as City Clerk for the term of 8/6/24 – 4/20/27, as recommended by the City Clerk Hiring Committee.

Motion carried on voice vote.

Discussion considered the quantity of applications, the review process, and the merits of the selected candidate.

2. Mayor’s appointment of Mayor Austin Hammond to the Appleton (Fox Cities) MPO Policy Board (East Central Wisconsin Regional Planning Commission) for the term of 9/5/24 – 5/24

Motion by Ald. Sevenich seconded by Ald. Perkins to appoint Mayor Austin Hammond to the Appleton (Fox Cities) MPO Policy Board (East Central Wisconsin Regional Planning Commission) for the term of 9/5/24 – 5/26.

Motion carried on voice vote.

M. CLAIMS AGAINST THE CITY

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

- Dick Sturm (203 Kenwood Drive) thanked the Council for approving the Jefferson Park contract award.
- Sandra Dabill Taylor (545 Broad Street) brought attention to two street use applications that appeared on the Special Board of Public Works agenda, but not on the Common Council agenda. Dabill Taylor additionally spoke to the qualifications related to the City Clerk position, and the ability of the City Clerk to appoint a Deputy City Clerk. Finally, Dabill Taylor discussed the adherence of Item O to open meetings law.

O. ITEMS FOR NEXT MEETING AGENDA

(by majority vote)

P. ADJOURNMENT

Motion by Ald. Sevenich seconded by Ald. Perkins to adjourn the Common Council meeting at 6:59 pm.

Motion carried on voice vote.

Minutes submitted by Deputy Clerk Kaija Snyder.



City of Menasha

Special Event Application

Date Rec'd	_____
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 Otto Grunski Runski Total Anticipated Attendance 500

Sponsoring Organization Menasha Parks and Recreation

Organization Address 100 Main St Ste 200, Menasha WI 54952

Event Location Curtis Reed Square

Date of Event (list each date if a multi-day event) 9/28/2024

Event Set-up Time 6:00am Event Start Time 8:30am Event End Time 10:30am

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 Elizabeth Lundt

Email Elundt@menashawi.gov Phone 920-410-5791

Additional Event Coordinator Name Chloe Hansen-Dunn

Email chansen-dunn@menashawi.gov Phone 920-422-6522

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> Amplified Music | <input type="checkbox"/> Amusement Rides and/or Inflatables |
| <input type="checkbox"/> Baseball/Softball Tournament | <input type="checkbox"/> Fireworks |
| <input type="checkbox"/> Food Trucks | <input checked="" type="checkbox"/> Open to the Public |
| <input checked="" type="checkbox"/> Parade or Run/Walk Event | <input checked="" type="checkbox"/> Sell Beer/Fermented Malt Beverages/Wine |
| <input checked="" type="checkbox"/> Sell Concessions/Food other than Food Trucks | <input checked="" type="checkbox"/> Set Up Temporary Tent/Structure |
| | <input type="checkbox"/> 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.)

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 CVMIC Policy Number City Event

Email _____ Phone _____

Applicant Signature [Signature] Date 7/25/24

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 _____

Address N/A

City _____ State _____ ZIP Code _____

Email _____ Phone _____

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 7/25/24

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: Aug 13, 2024

Scheduled Board of Public Works Review Date: Aug. 5, 2024

Scheduled Common Council Review Date: Aug. 19, 2024

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



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

Grunski RUNski, Saturday September 28th 8:30 5K event start time
Beth (920) 410-5791

Police

- CSO at intersections of Bridge roundabout North end, Bridge roundabout South End, Ahnaip where it crosses Pine. All three points stop vehicle traffic. Backup to Fire for 2nd and Racine

Fire

- Active fire truck will be parked at 2nd and Racine, stopping traffic for runners. Needed approximately 8:30 AM to 8:45 AM until the last walker and sweeper truck arrives to clear cones/ roadway. (Police and Volunteer will cover intersection if truck leaves for call)

Public Works

ROUTE

- PW Staff: 2 for set up/ sweeper truck
- UTV with Driver and sandbag (to hold down Flo like in 2023)

- Handicap Parking in lot behind Weathervane (4)
- No/Park Signs Sat 28th, 5AM-11AM
 - Both sides of Main, Racine to Chute
 - Angle parking Chute (with small cones)
 - Both sides of Milwaukee Main to 2nd
 - South 2nd Milwaukee to Racine
 - North side of Keyes, Ahnaip to Willow
 - North Side of Nicolet Blvd, Willow to Pine
 - Marina Ramp, cone off from Wall to Handicap (for portos)
 - Dam parking lot

- Class III's Closed Road (Road Closure from 7AM- 10AM)
 - Main at Chute intersection
 - Main on Racine Street Roundabout
 - Broad and Milwaukee, east and west
 - 1st and Milwaukee, east and west
 - 2nd and Milwaukee, west and south
 - Dam Entrance Parking Lot (no vehicle traffic/ closed from 8:30-10:00AM)

- Cone Lane (small tall, 5 per block, 3 on short blocks)
 - 2nd and Milwaukee- south side of street to Racine
 - 2nd and Racine- west side of Racine, 2nd to
 - 2nd and Ahnaip
 - Ahnaip to Willow
 - Tall Cone at Lake st
 - All cross Streets Nicol Blvd to Pine

- "Caution Runners" Signs
 - 2nd and Racine
 - Pine and Ahnaip
 - Nicolet and Naymut
 - Lake Street

- "Runners Stay Left" or similar Sign on Tall Cone
 - 1 per block Racine Street and on bridge, 2nd to Ahnaip
 - SW corner of North Roundabout
 - SW Corner entering Bridge South Roundabout

- Arrows
 - Rt Arrow 2nd and Milwaukee
 - Rt Arrow 2nd and Racine
 - Left Ahnaip and Keyes
 - Rt Willow and Keyes
 - Rt Willow and Nicolet
 - Rt Willow and Keyes
 - Rt Pine and Nicolet
 - Straight, Pine and Ahnaip to Sidewalk
 - Straight Park Bridge and dam parking lot
 - Rt Lawson Canal Bridge
 - Left Banta Entrance to Dam lot
 - Straight (by runners stay left on sidewalk)

- Mile Markers
 - 1 Mile: 714 Keyes
 - 2 Mile: 512 Nicolet Blvd
 - 3 Mile: Middle of bridge heading northbound

- Bridge on Trail- grippers
- Street Sweeper, Entire route including trail
- Garbage boxes (8 total)
 - 3 at Water table stop at Willow and Nicolet
 - 5 at Curtis Reed Square, Rec staff will place

Curtis Reed Square

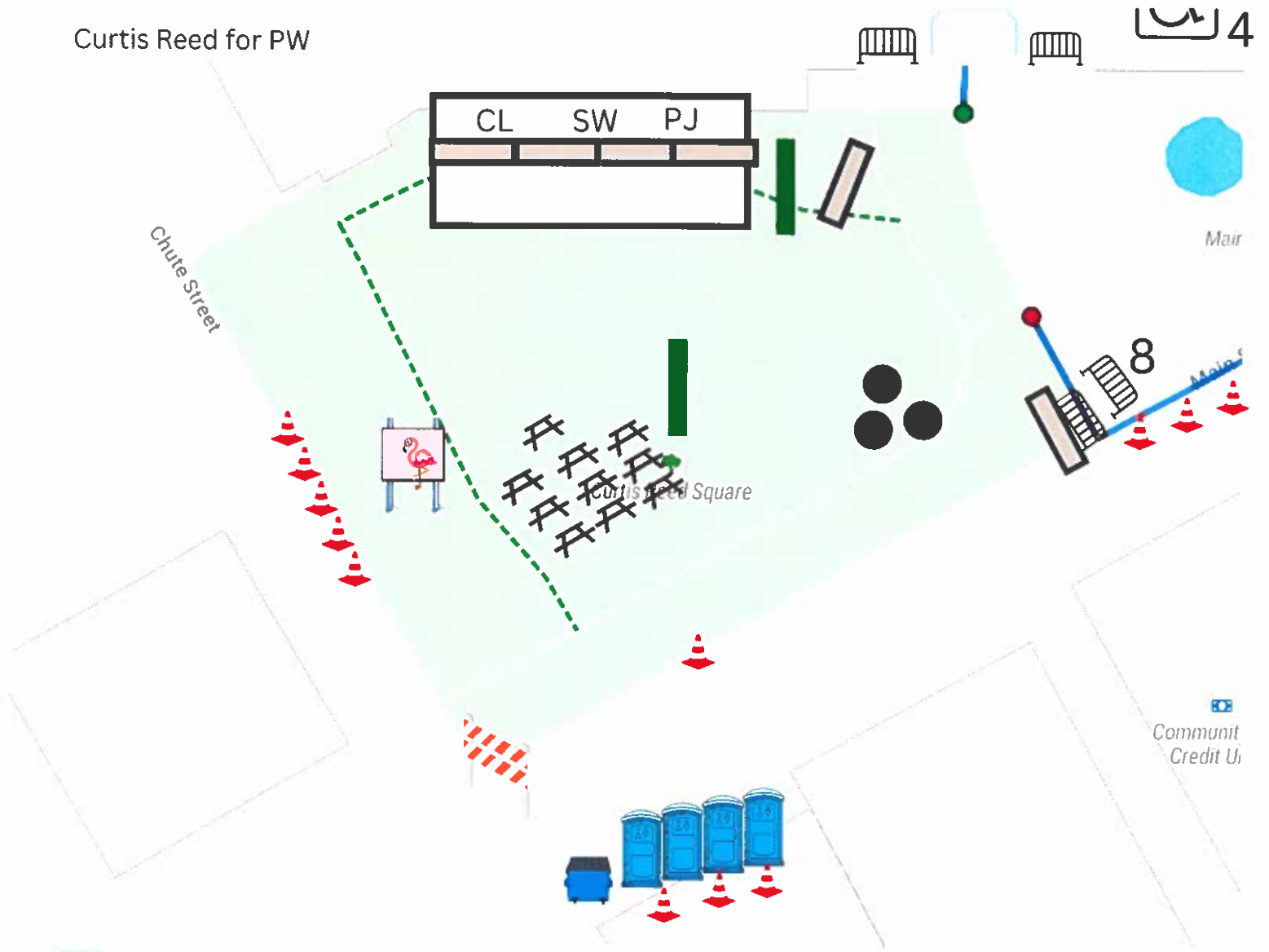
- Tall orange cone (Rec will place on Main for Porto Sign)
- Photo backdrop placed
- 2- 4 or 5 ft metal stake (Rec to attach "Food Line" sign)
- 9 Picnic Tables added to top grass of Curtis Reed Square
- Metal Barricades (10)
 - 8 at Milwaukee and Main, angled to make finish chute
 - 2 on Milwaukee, just past alley to hold down Start inflatable

Rec Staff

- 9 Staff 6AM- 10AM
- Tables 8
 - 6 at Curtis Reed
 - 2 at Water Stop
- Gatorade Jugs filled (2) 400+ cups
- Check in Dart Flag
- Grunski Vinyl signs 3
 - 5K Start
 - 5K Finish
 - Photo Backdrop
- POS
- Clipboards/pens/ paper registration forms/ waivers

Curtis Reed for PW

4



start inflatable

Metal Barricades 10, 8 to make finish chute, 2 at start inflatable

Cones

picnic table 10

Blue menasha dumpster

Portable Restrooms 4, Winnebago Waste

20x30 party tent Fox Valley Party Rentals

existing tables

Class III- Road Closed

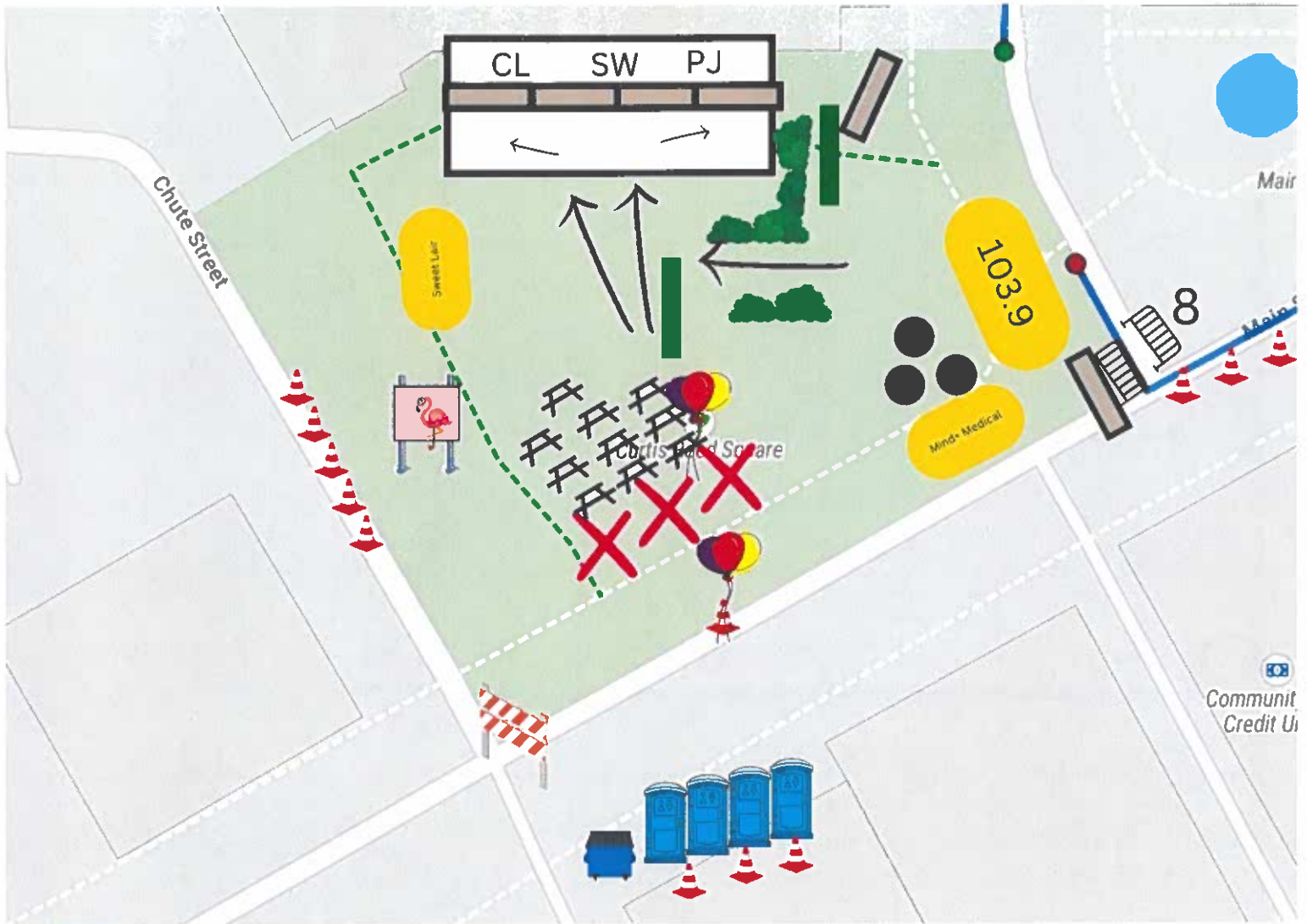
Photo Backdrop with Flo placed after lead UTV returns

















4 temporary handicap parking in lot -first row by Weathervane

White 8 Ft Table Need 6

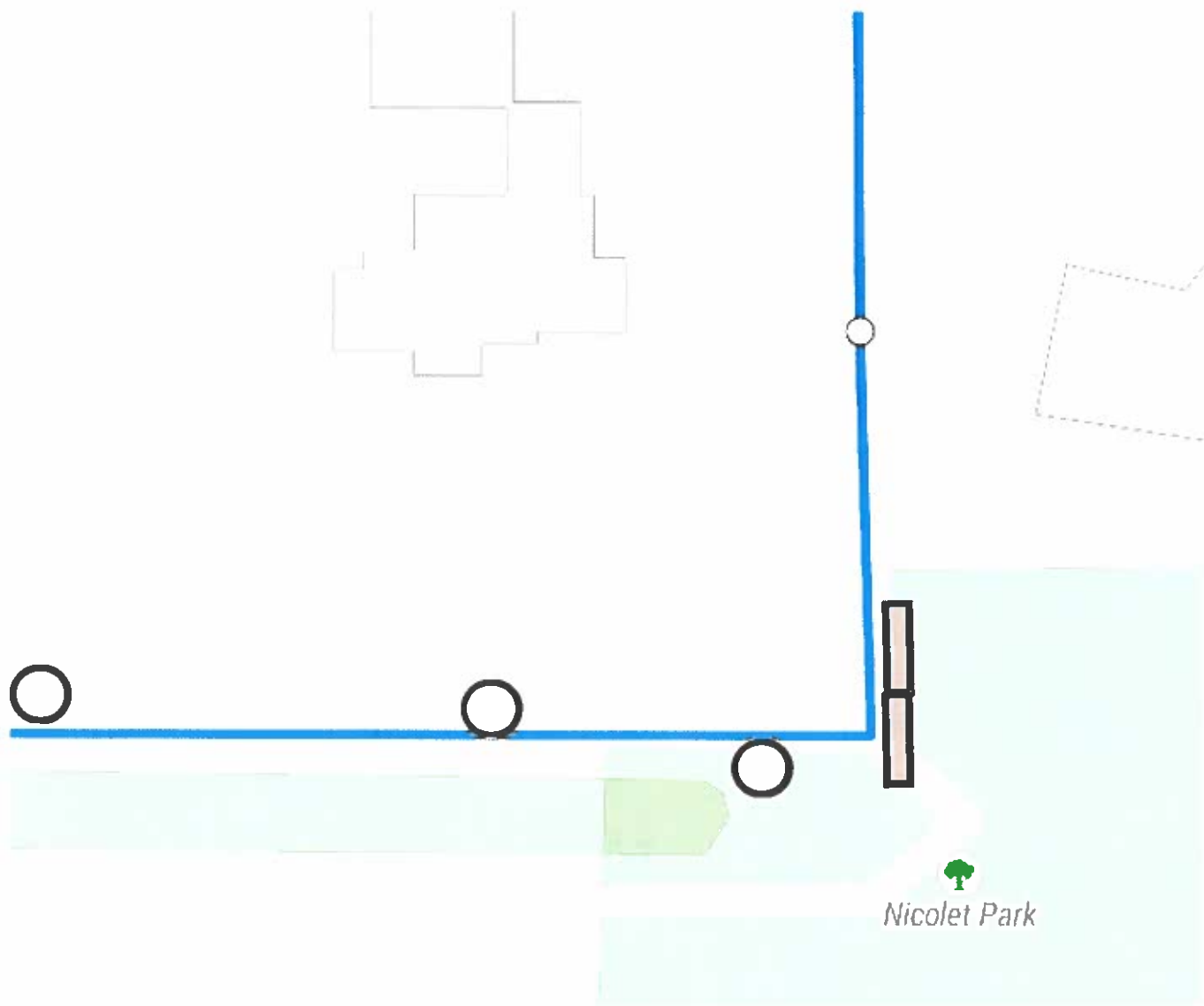
Metal stake 2- for food line signage

Curtis Reed Set-up for Rec Staff



-  start inflatable
-  Metal Barricades 10, 8 to make finish chute, 2 at start inflatable
-  Cones
-  picnic table 10
-  Blue menasha dumpster
-  Portable Restrooms 4, Winnebago Waste
-  20x30 party tent Fox Valley Party Rentals
-  existing tables
-  Class III- Road Closed
-  Photo Backdrop with Flo placed after lead UTV returns
-  4 temporary handicap parking in lot -first row by Weathervane
-  White 8 Ft Tables- Need 6
-  Metal stake 2- for food line signage
-  traffic flow
-  Balloons marking porto sign, marking packet pick up
-  Volunteer check in, packet pick up same day registration on first three picnic tables, then move at race take off

Water Stop Set-up



○ Garbage boxes need to be spaced down block

▭ Water Stop Table 8ft White Need 2



City of Menasha

Special Event Application

Date Rec'd	_____
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 Otto Grunski Bikeski Total Anticipated Attendance 300

Sponsoring Organization Menasha Parks and Recreation, Menasha Sesquicentennial

Organization Address 100 Main St Ste 200, Menasha WI 54952

Event Location Smith Park

Date of Event (list each date if a multi-day event) 9/29/2024

Event Set-up Time 6:00am Event Start Time 8:30am Event End Time 1:00PM

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 Elizabeth Lundt

Email Elundt@menashawi.gov Phone 920-410-5791

Additional Event Coordinator Name Chloe Hansen-Dunn

Email chansen-dunn@menashawi.gov Phone 920-422-6522

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> Amplified Music | <input type="checkbox"/> Amusement Rides and/or Inflatables |
| <input type="checkbox"/> Baseball/Softball Tournament | <input type="checkbox"/> Fireworks |
| <input checked="" type="checkbox"/> Food Trucks | <input checked="" type="checkbox"/> Open to the Public |
| <input type="checkbox"/> Parade or Run/Walk Event | <input type="checkbox"/> Sell Beer/Fermented Malt Beverages/Wine |
| <input checked="" type="checkbox"/> Sell Concessions/Food other than Food Trucks | <input checked="" type="checkbox"/> Set Up Temporary Tent/Structure |
| | <input checked="" type="checkbox"/> Other <u>biking event</u> |

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.)

Full closure with barricades on Keyes from Cleveland to Park. Full Closure of Park with barricades from Keyes to Nicolet. Full Closure of Nicolet with barricades from Park to Cleveland. Full closure of Cleveland with barricades from Nicolet to Keyes.
 Barricades between divider of Nicolet stopping traffic from entering Nicolet on 11th Street, 12th street and Park Dr.
 Road closed notifications at cross streets directing vehicle traffic away from park at following cross streets:
 Nicolet and Kittiver
 Nicolet and Elm
 Keyes and Elm
 Keyes and Winnebago
 Blvd area of cross streets of 11th, 12th and Park Dr.

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 CIVMIC Policy Number City Event

Email _____ Phone _____

Applicant Signature [Signature] Date 7/25/24

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 _____

Address _____

City _____ State _____ ZIP Code _____

Email _____ Phone _____

NA

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 7/25/24

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: NA

Scheduled Board of Public Works Review Date: Aug 5, 2024

Scheduled Common Council Review Date: Aug. 19, 2024

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



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 54952Email: 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 54952Email: 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 54952Email: 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 54952Email: tdrew@menashawi.gov

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

BIKESki: Sunday September 29th, Event time 8:30AM- 1PM
Beth (920) 410-5791

Police

4 Community Service Officers- Nicolet/ Park, Nicolet/ Cleveland, Cleveland/ Keyes, Keyes/ Park
2 Bike Patrol Officers- Park Street, Cleveland Street, (9:15-10:50, 12:30-12:50) Criterium Heats,
will clear roadway and monitor traffic and pedestrian safety

Fire

4 EMS personnel from 8AM-2PM

Public Works

- PW Staff: 2 6AM-9AM Setup (Rec staff and Volunteers tear down)

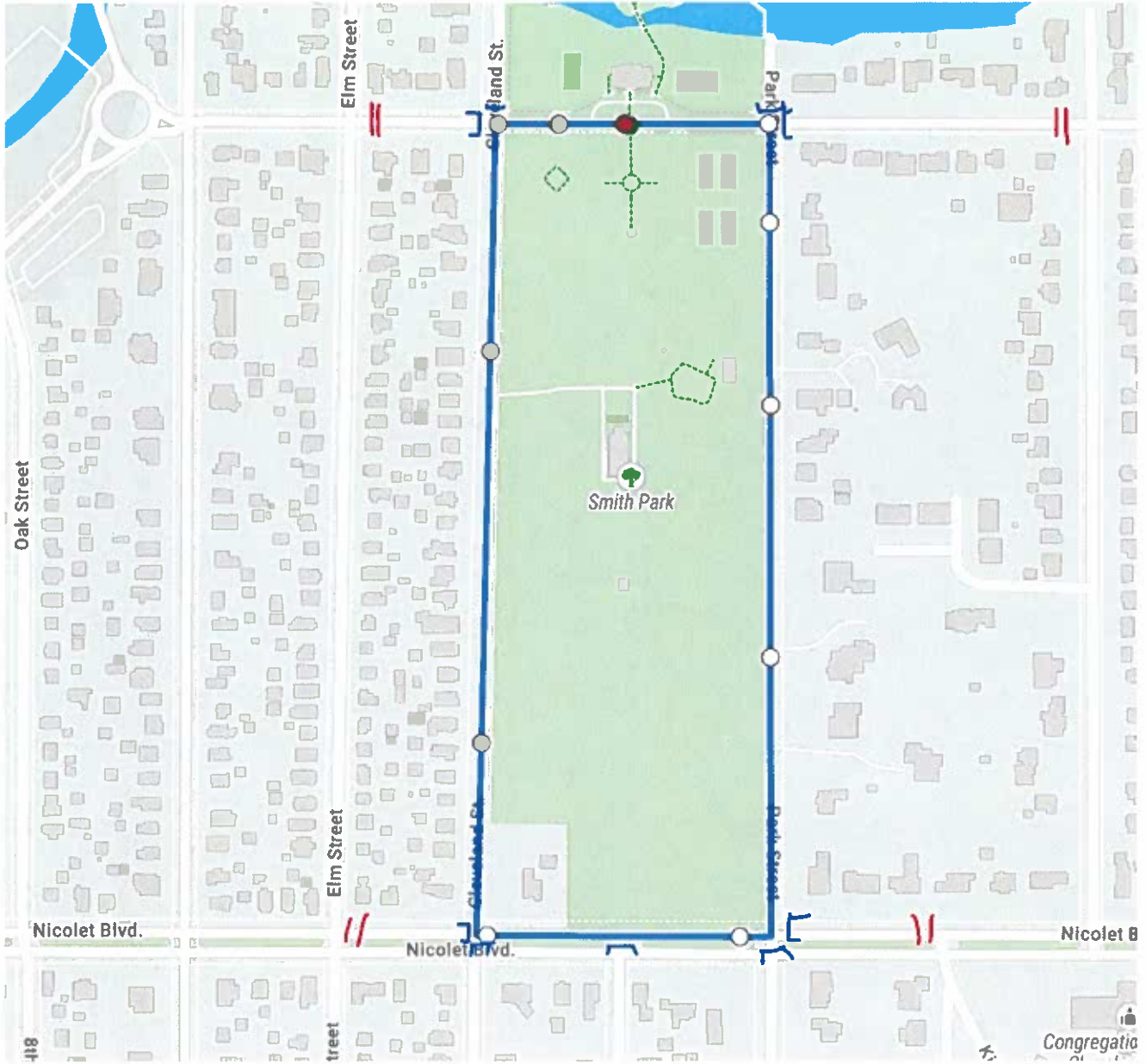
Route Set-up

Performance timing

- Road Repair/ Potholes Park Street
 - Park from Keyes to Nicolet- focusing on west 2/3rds of street
- Class III Barricades: Road Closed- 6
 - Keyes at Elm
 - Cleveland /Riverway
 - Keyes at Winnebago
 - Nicolet Blvd Intersections on Park, 12th, 11th (3 needed)
- No Parking Signs Sunday 9/29 7AM- 1PM
 - Keyes North and South from Elm to half block past Park
 - Park East and West from Keyes to Nicolet
 - Nicolet North side of street from Park to Cleveland
 - Cleveland East and West from Nicolet to Keyes
- Metal Barricades from corner to corner curved blocking both roadways at corners- 18
 - Keyes/ Cleveland- 4
 - Keyes/ Park- 4
 - Nicolet/ Park- 4
 - Nicolet/ Cleveland -4
 - 2 completing blockade at Nicolet Blvd/ 12th intersect

***** How many do we have?

- Cones: Park Street from Keyes to Nicolet marking $\frac{2}{3}$ of roadway (Needed due to road repair needs/ potholes)
- Signage on Cones: Bikers stay Right of Cones, spaced on tall cone in lane on Park (3)












Barricades



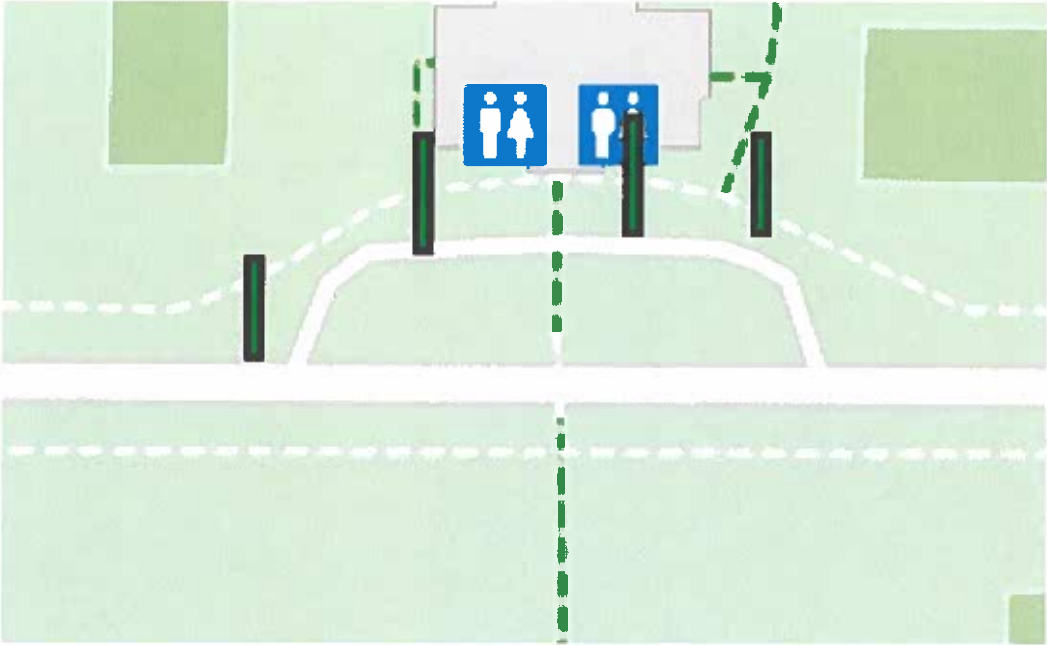
Road Closure sign directing traffic away from park all four corners


Bikeski Criterium Route

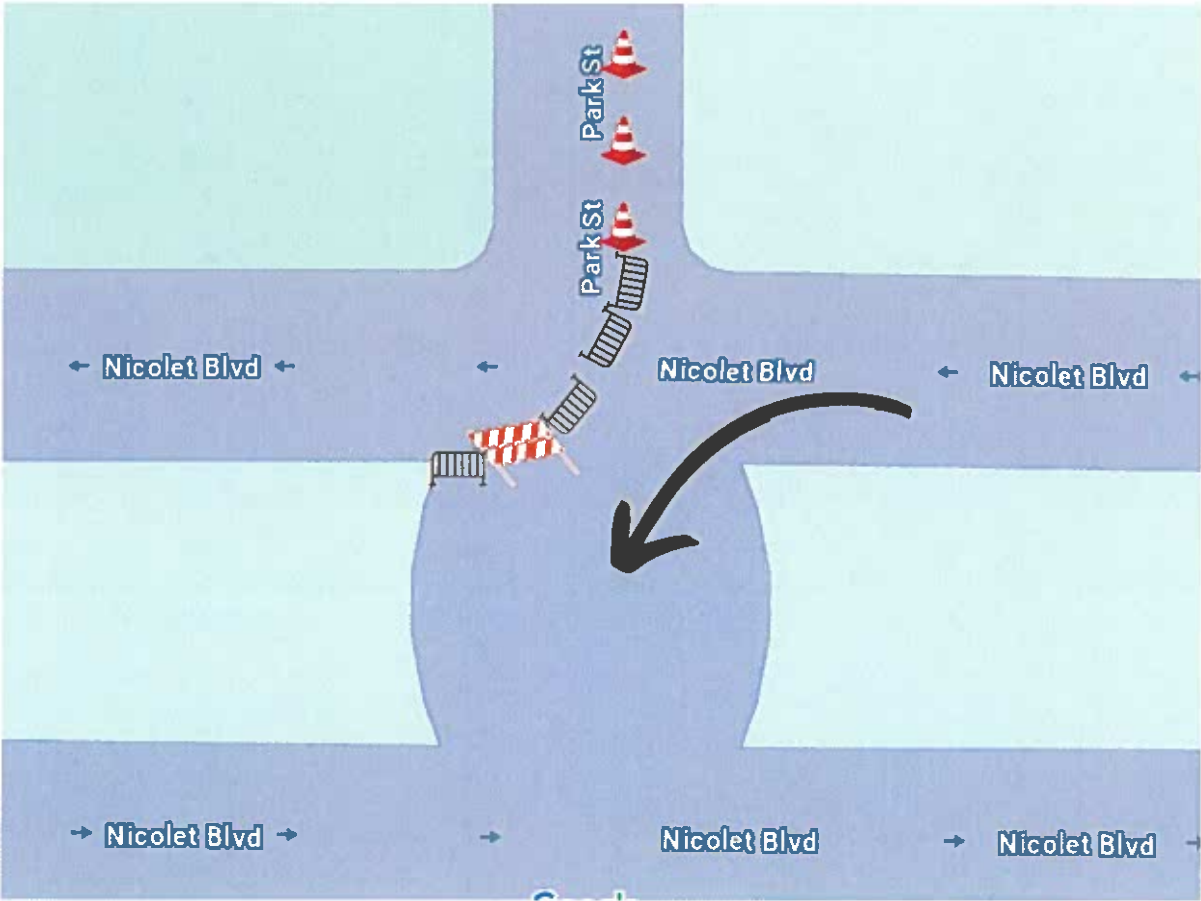


-  Class IIIs Road Closed Barricade
-  MPD CSO 4
-  Tall Cone lane
-  Metal Barricades to make curve, 4 at each corner, 2 at Nicolet Blvd
-  Timing Truss
-  MPD Bike Officers 2
-  Start/ Finish
-  NM Fire EMS 2 teams of 2
-  Volunteer

Memorial Building Kids Crit Setup



 Metal stakes placed by PW, rec staff will put signs on



Nicolet and Park Intersection, course route will take up 2/3 of route, allowing vehicle traffic to head west on Nicolet and take Park Drive off of the island. Traffic is able to exit using Park Drive (south of Nicolet) and Beaulieu.

Smith Park Setup

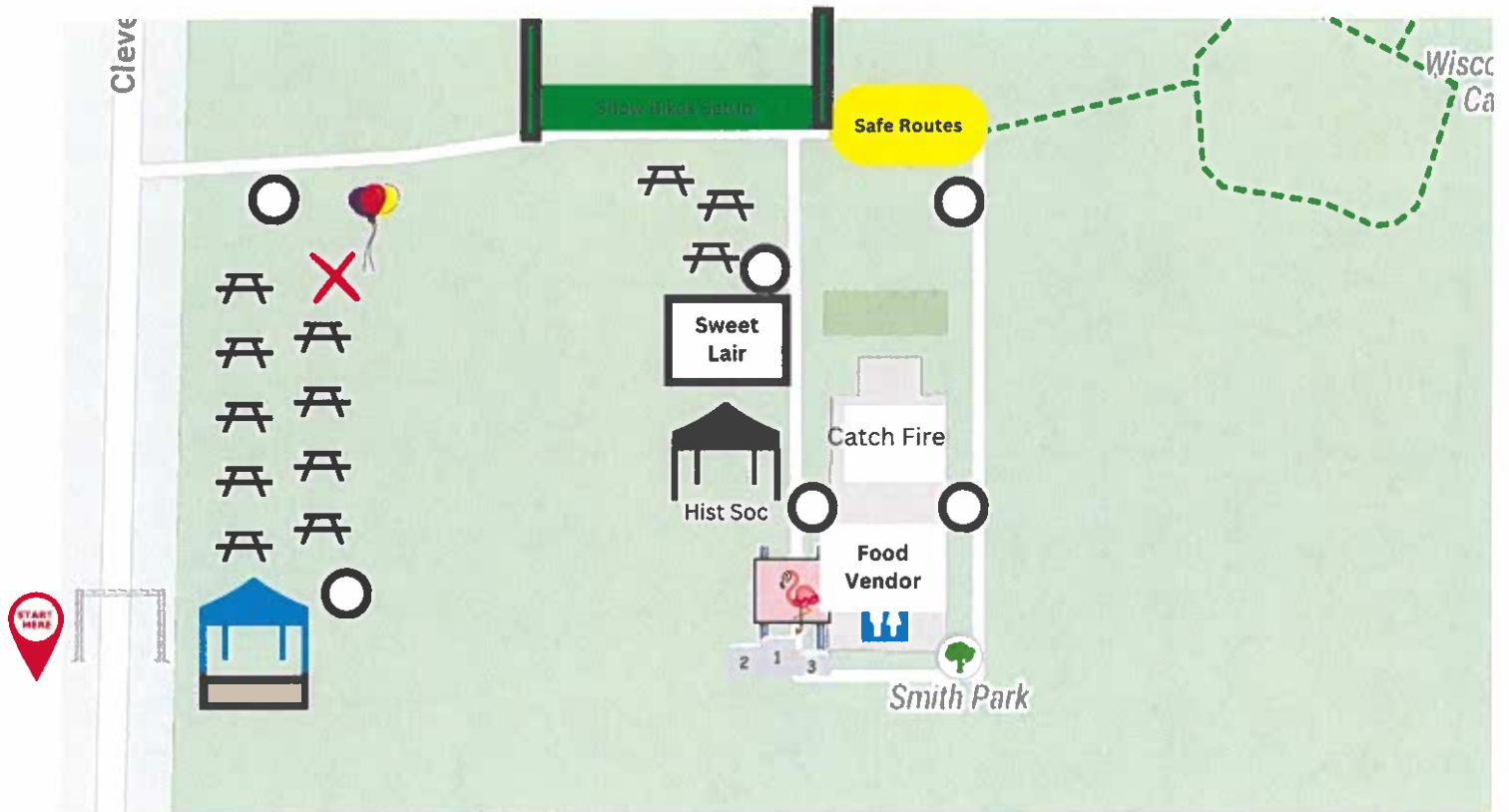


Photo Backdrop poles



three tier podium - Darin



picnic tables 12



Rectangle Tables



Park and Rec Tent for Timer



His Soc Bringing own tent and table



Packet Pickup/ Check in



Start and Finish line



Metal Stakes
rec staff to place signs for show bikes



Garbage and Recycle Boxes 6 each
to be placed by Rec Staff



Timer's Truss



MEMORANDUM

Date: August 5, 2024

To: Administration Committee

From: Community Development Department/SS

RE: **Development Agreement By and Between the City and Nicolet Menasha, LLC related to the development of the former Nicolet School property and the former southern Banta parking lot property being Parcels 3-00475-00, 3-00482-00, and 3-00455-00**

On July 9, 2024, the RDA approved a land purchase and development agreement with Nicolet Menasha, LLC for the purchase and development of the former Banta Parking Lot located south of Ahnaip Street near the Doty Island Development Sign at the Ahnaip and Racine Street round about. This developer purchased the former Nicolet School site, associated school parking lot and the former southern Gilbert Mill parking lot last fall. While they originally intended to look at renovating the school, the development of owner-occupied single family houses was the most economical approach in their opinions.

With these acquisitions, the developer is proposing to tear down the former school and submit a plat to subdivide these properties (Banta parking lot and Nicolet School site) into 16 owner-occupied single family residential attached lots (6 units/3 buildings on the Banta site and 10 units/5 buildings on the Nicolet School site). *See EXHIBIT B of the development agreement showing the concept plats.* No development is confirmed for the vacant parking lot properties west of Nassau Street. In this case, a single family attached unit would be constructed similarly to a side by side duplex with each side owning their unit as well as their portion of the property. The building would be divided in half by a property line that would stretch from the front lot line to the rear lot line.

Each unit would be two stories, roughly 1,900 SF, have a full basement and a two stall attached garage and be listed for sale between \$425,000 to \$450,000 depending on the market conditions at the time of construction and completion. *See EXHIBIT B of the development agreement showing the conceptual units.* If all is approved as presented, the developer would look to gain the necessary zoning approvals by end of 2024, complete the demolition of the school in the winter or 2025, complete the construction of the 6 units on the Banta parking lot site by the end of 2026 and complete the construction of the additional 10 units on Nicolet School site by the end of 2029.

Per the development agreement, staff is proposing to support the economic development through Tax Increment District (TID) 11, by providing up to a \$300,000.00 pay go performance incentive. Only the Banta parking lot site is in the TID. The pay go performance incentive, would be paid annually from 95% of the Tax Increment Revenue generated from the completion and

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MENASHA AND NICOLET MENASHA, LLC

This development agreement (“Agreement”) is entered into as of August _____, 2024 (“Effective Date”), between the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 (“City”), and Nicolet Menasha, LLC, a domestic Limited Liability Company registered in the State of Wisconsin, with principal office at 2303 Olde Country Cir, Kaukauna, WI 54130 (“Developer”) for the development of the former Nicolet School property and the former southern Banta parking lot property being Parcels 3-00475-00, 3-00482-00, and 3-00455-00 (collectively referred to as the “Property”) creating an estimated 16 new single family attached, owner-occupied residential lots and homes.

RECITALS

Developer and the City acknowledge the following:

- A. Developer has acquired fee simple title of the real property being the former Nicolet School Site located at 449 Ahnaip Street (parcel 3-00455-00) and the former Nicolet School Parking lot located at 441 Ahnaip Street (parcel 3-00489-00), all in the City of Menasha, WI 54952, on August 2, 2023, with the intention to redevelop said property; and,
- B. Developer has acquired fee simple title of the real property being the former southern Gilbert Paper Mill parking lot site located at 437 Ahnaip Street (parcel 3-00491-00) in the City of Menasha, WI 54952 on November 15, 2023, with the intention to redevelop said property; and,
- C. Developer has entered into a Land Purchase and Development Agreement with the Redevelopment Authority (“RDA”) of the City of Menasha for the fee simple acquisition of the title of the real property being the former Banta southern parking lot located at 477 Ahnaip Street (parcels 3-00475-00 and 3-00482-00) in the City of Menasha, WI, dated July 9, 2024 (collectively herein the “Site”) with the intention to redevelop said property; and,
- D. Subject to obtaining the financial assistance set forth herein, the Developer has proposed improvements to redevelop the Property into 16 single family attached, owner-occupied residential units (estimated 6 units on the Site being the Banta parking lot property and 10 units on the Nicolet School property) with each unit estimated to be sold between \$425,000.00 and \$475,000.00 (hereinafter collectively referred to as the “Project”); and,
- E. Developer would not undertake the development of the Project but for its reliance upon receiving tax incremental financing to assist in funding a portion of the Project; and
- F. Desirous to spur economic development and expand the City’s tax base, the City amended the Project Plan and boundary of Tax Increment District No. 11, which is a blighted tax increment district created as defined by Wisconsin State Statutes, Section 66.1105(2)(k) on July 16, 2007, on July 19, 2021, through Resolution R-32-21 expanding the Tax Increment District boundaries along with a plan for the redevelopment of the District including the Site; and,
- G. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer’s behalf; and,
- H. The Property Tax Increment Base value of the Site as of July 19th, 2021, and for illustration purposes of this Agreement, is \$0.00. The Developer estimates that total development of the Site will create an additional \$2,700,000.00 in new Increment value. The overall Project will have a final Assessed Value estimated at \$7,200,000.00; and,

- I. The uses of the Project and the District contemplated by this Agreement are necessary and desirable to serve the interests of the City and its residents by expanding the City's tax base and providing additional development opportunities, consistent with the purposes of a Tax Incremental District under Section 66.1105, Wisconsin Statutes.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I. DEFINITIONS

- 1.1 Available Tax Increment. "Available Tax Increment" means an amount equal to Ninety-Five percent (95%) of the annual gross Tax Increment Revenues actually received and retained by the City which are generated by the Site and improvements and personal property thereon in the immediately preceding calendar year.
- 1.2 City Performance Incentive. The City Performance Incentive is a financial grant to be made available to Developer pursuant to this Agreement. Pursuant to ARTICLE III, below, this incentive payable over the District life from Available Tax Increment in accordance with the terms of this Agreement shall be no greater than \$300,000.00 of the Tax Increment created from the Site Project, but shall not exceed July 16, 2034, being the life of the District.
- 1.3 Completion (Project). "Completion" shall mean the issuance of a certificate of occupancy for the redevelopment of the building described within as the Project.
- 1.4 District. "District" means all of that property, including the Site, included in Tax Incremental Finance District No. 11 created as defined by Wisconsin State Statutes, Section 66.1105(2)(k) on July 16, 2007, amended on July 19, 2021 and having a statutory closing of July 16, 2034 as described in the Project Plan.
- 1.5 Hard Costs. "Hard Costs" shall mean direct costs incurred by Developer for labor, materials, equipment and services associated with the Project, contractor's overhead and profit, and other direct construction costs.
- 1.6 Payment Term. "Payment Term" means the term commencing on November 1 of the first year in which the City Performance Incentive is payable to Developer and continuing on the same day of each year thereafter until the first to occur of the following: (i) payment to Developer of the entire amount of the City Performance Incentive, or (ii) November 1, 2035. For example, for illustrative purposes only, if the Effective Date is August 5, 2024, and a certificate of occupancy is issued for the Site Project on September 30, 2025, the Payment Term would run from November 1, 2027, through the first to occur of the following: (1) payment to Developer of the entire amount of the City Performance Incentive; or (ii) November 1, 2035. Estimated Payment Plan is attached as Exhibit C.
- 1.7 Project. "Project" means the redevelopment of the Property, including the demolition of the former Nicolet School, the rezoning and platting of the Property and the construction of 16 new single family, attached owner-occupied housing units to be marketed for sale between \$425,000.000 and \$475,000.00 per unit.

- 1.8 Project Plan. "Project Plan" means the "Project Plan for the Creation of Tax Incremental Finance District No. 11 in the City of Menasha" approved by the City on July 16, 2007, and as amended on July 19, 2021.
- 1.9 Property. "Property" means the collective real property of former Nicolet School property located at 449 Ahnaip Street (parcel 3-00455-00) and the former southern Banta parking lot property located at 477 Ahnaip Street (parcels 3-00475-00 and 3-00482-00), all in the City of Menasha, WI 54952 more particularly described in Exhibit A, attached hereto.
- 1.10 Site. "Site" shall mean the real property commonly referred to as the Banta parking lot property located at 477 Ahnaip Street being parcels 3-00475-00 and 3-00482-00 all located in the City of Menasha, WI.
- 1.11 Site Project. "Site Project" shall mean the development of that portion of the Project that is within the "Site" as defined above.
- 1.12 Tax Increment Base. "Tax Increment Base" means the aggregate value, as equalized by the Wisconsin Department of Revenue, of the Site as of July 19, 2021.
- 1.13 Tax Increment. "Tax Increment" has the same meaning as defined in Section 66.1105(2)(i) of the Wisconsin Statutes.
- 1.14 Tax Increment Law. "Tax Increment Law" means Section 66.1105 of the Wisconsin Statutes.

ARTICLE II. DEVELOPER OBLIGATIONS

- 2.1 Project. The Developer's Project shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an expected increase in the Property's assessed value of approximately \$7,200,000.00.
- 2.2 Zoning Approvals. On or before December 31, 2024, the Developer shall complete the necessary design and obtain all necessary zoning approvals from public bodies to execute the Project including a rezoning and plat approval.
- 2.3 Demolition. On or before June 1, 2025, the demolition of the former Nicolet School including the removal of materials, foundation, playground, and asphalt, and restoring the site in a graded and seeded condition, while maintaining erosion control, shall be completed.
- 2.4 Construction Approvals. On or before February 28, 2025, the Developer shall complete the necessary design and obtain all necessary construction approvals, satisfactory performance of which will be demonstrated by the issuance of its first building permits from public bodies necessary to execute the Project including if applicable, state plan review, building permits (Building, Plumbing, Electric, HVAC, Excavation, Erosion Control, etc.), site plan agreements, and stormwater agreements.
- 2.5 Construction. Developer shall construct the Project in two phases.
 - 2.5.1 Phase 1: Phase one, creating 6 new residential units on the Site being the former Banta parking lot property shall be completed by December 31, 2026, as demonstrated by the certificate of occupancy for all 6 units.
 - 2.5.2 Phase 2: Phase two, creating 10 new residential units on the remaining Property being the Nicolet School property shall be completed by December 31, 2029, as demonstrated by the certificate of occupancy for all 10 units. Starting in 2026, a minimum of 2 units shall be completed annually.
- 2.6 Costs and Expenses. The Developer shall be responsible for payment of all costs related to the Project and any other work to be performed by the Developer under this Agreement; including

all engineering, inspections, materials, labor, utility relocates and application fees. Furthermore, the Developer shall be responsible for payment of all City fees including impact fees, building permit fees, zoning, and sign permit fees, electrical and plumbing fees.

- 2.7 Value of Property. The Developer guarantees that upon completion, the overall Property will be assessed no less than \$6,400,000.00, more particularly:
- 2.7.1 Phase 1, on or before January 1, 2027, shall be assessed no less than \$2,400,000.00.
- 2.7.2 Phase 2, on or before January 1, 2030, shall be assessed no less than \$4,000,000.00.
- 2.8 Taxes. It is understood that the land, improvements, and personal property resulting from the development will be subject to property taxes. The Developer will pay in full when due all federal, state, and local taxes in connection with the development and all operating expenses with the Property and development.
- 2.9 Financing. On or before December 31, 2024, the Developer shall demonstrate financial commitments to sufficiently fund through equity and debt financing sources to continuously operate, maintain and fulfill the Project.

ARTICLE III. CITY OBLIGATIONS

- 3.1 The City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.
- 3.2 City Performance Incentive. Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, the City will provide payment to Developer derived solely from future Tax Increments created from the Site Project to assist with Developer's Project Costs. The total Performance Incentive of Tax Increment created by the Project that may be paid to the Developer shall not exceed \$300,000.00. No Performance Incentive shall be due unless the Developer meets its obligations described under Section 2.5.2.

The City's Performance Incentive will be paid to Developer as follows:

- 3.2.1 As the sole source for payment of the City's Performance Incentive, the City agrees to pay the Developer annually the Available Tax Increment defined in Article I as an amount equal to ninety-five percent (95%) of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year.
- 3.2.2 Payments under this Agreement shall be made in annual installments on November 1 of the calendar year following the first year in which there is a certificate of occupancy issued within the Project and continuing on each November 1 thereafter for a period of time described in Section 1.6.
- 3.2.3 The City's Performance Incentive shall be a special and limited obligation of the City and not a general obligation. The City may prepay the City's Performance Incentive, in its sole discretion, at any time, with no prepayment penalty.
- 3.2.4 No Performance Incentive will be paid if the actual assessed value of the Site is less than \$2,400,000.00 in any given year throughout the life of the District.
- 3.2.5 At any point during the life of the District, if the Developer fails to continue timely construction of the overall Project, the City shall discontinue any and all future Performance Incentive payments until such a time the development has commenced.

The total Performance Incentive, as noted above in Section 3.2, shall annually be reduced by the amount in which the payment should have been made.

- 3.3 This Agreement fully evidences the City's obligation to pay the City's Performance Incentive. No separate instrument will be prepared to evidence the City's obligation to pay the City's Performance Incentive. The City's Performance Incentive shall not be included in the computation of the City's statutory debt limitations because the City's Performance Incentive is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.
- 3.4 City's obligation to pay Performance Incentive under this Agreement is valid only as long as the Property is subject to Wisconsin real property taxes and is not subject to any governmental exemption or housing credit programs.
- 3.5 Except as otherwise herein provided, until the City's Performance Incentive thereon has been paid in full, the City shall not close the District prior to its statutory expiration date, July 16, 2034.
- 3.6 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District attributable to the Project including, but not limited to, the outstanding principal balance of the City's Performance Incentive and annual Tax Increments received from the Project.
- 3.7 Developer hereby acknowledges, as a result of the special and limited nature of the City's obligation to pay the City's Performance Incentive, that the City's Performance Incentive depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, failure of the Property to generate the Tax Increments at the rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

ARTICLE IV. APPROVALS AND DEVELOPMENT STANDARDS

- 4.1 Developer Approval of Public Bodies. The Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary for the City to approve the development of the Property, and any other approvals necessary to utilize the Property for the Project.
- 4.2 Acceptance of Agreement. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City will not obligate the City to grant any additional approvals, including, but not limited to, variances, exceptions, or conditional use permits, or approve any building or use the City determines not to be in compliance with the applicable municipal codes and ordinances of the City. The City agrees to work in good faith, promptly, and diligently in connection with the issuance or grant of all such approvals, consents, permits, certificates, and any other documents as may be necessary or desirable in connection with the development, utilization, and operation of the Property and to act reasonably and expeditiously and in cooperation with the Developer in connection therewith; it being understood and agreed that this provision is not intended to limit the rights of the City as more particularly set forth above or in Article VII below.

- 4.3 Development Requirements. The Developer will use the Property for the Project and in accordance with the provisions of this Agreement, and all other applicable federal, state, county, and City laws and regulations.
- 4.4 Tax Exemption Forbearance. The Developer acknowledges that the City is relying upon the Developer's real and personal property taxes to generate Tax Increment, as a result, throughout the term of the District, the Developer agrees that commencing with the first calendar year in which the Project is fully assessed, neither the Developer nor any existing or future Affiliate or related entity of the Developer (collectively, "Developer Affiliates") will pursue, assist, support, or be involved in any federal, state, or local, judicial, legislative, or regulatory action or process that seeks, directly or indirectly, to prohibit, set aside, or limit the taxability of all or any portion of the Property on any basis whatsoever, and the Developer for itself and on behalf of the Developer Affiliates, and each of their respective successors in interest, waives any and all rights thereto for said District period. In addition, during the period of time that commences upon the date of this Agreement and terminates at the end of the District, neither the Property, the Project nor any part thereof or interest therein will be sold, transferred, leased, assigned, gifted, owned, used, or conveyed in any way to any person, partnership, organization, or entity that is all or partially exempt from federal, State of Wisconsin, or local real property taxes, without the express prior consent of the City, which such consent may be withheld in the City's sole and absolute discretion (collectively, the "Restrictive Covenant"). This Restrictive Covenant will permit the City to have enforcement rights. Notwithstanding anything to the contrary contained herein, the Restrictive Covenant will automatically terminate upon the conclusion of the District.

ARTICLE V. WARRANTIES AND REPRESENTATIONS

- 5.1 The Developer hereby warrants, represents, and covenants to the City:
- 5.1.1 The Developer will construct the Project substantially as presented to the Common Council on August 5, 2024.
- 5.1.2 The Developer is a duly organized and existing limited liability company in the State of Wisconsin and authorized to transact business in the State of Wisconsin.
- 5.1.3 The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer or its shareholders, directors, or officers are necessary to authorize and approve the execution, delivery, and performance of this Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the Developer and constitute the legal, valid, and binding agreement and obligation of the Developer, enforceable against the Developer in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
- 5.1.4 There are no lawsuits filed or, to the knowledge of the Developer, pending or threatened against the Developer or affiliates that may in any material way jeopardize the ability of the Developer to perform its obligations hereunder.
- 5.1.5 The Developer will provide, prior to execution of this Agreement, a (i) a certificate of good standing/current status issued by the appropriate government agency of the state of

Wisconsin, a Statement of Authority pursuant to Section 182.0302(1)(a) or the Wisconsin Statutes, or a written operating agreement identifying who has what authority and to what extent, and (iii) certificate of incumbency and resolutions of the limited liability company which provide for who is authorized to sign on behalf of the Developer and that the Developer is duly authorized to enter into this Agreement and undertake all of the obligations under this Agreement together with all other agreements, documents, and contracts required to be executed in connection with the transactions arising out of this Agreement.

ARTICLE VI. DEVELOPER EVENT OF DEFAULT

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

waiver. Any waiver of any provision of this Agreement by either party must be expressed and in writing.

- 6.5 Compensation for Costs of Breach. Whenever there is an Event of Default by the Developer hereunder, and the City employs attorneys or incurs other expenses for the collection of payment due for the successful enforcement or performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will, on claim thereof, pay to the City the reasonable fees of such attorneys and such other reasonable expenses incurred by the City.

ARTICLE VII. MISCELLANEOUS PROVISIONS

- 7.1 Incorporation of Attachments. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.
- 7.2 Term. Unless terminated under ARTICLE VI, above, the term of this Agreement shall begin as of the Effective Date and shall continue until July 16, 2034, unless terminated earlier in accordance with the termination by the City of the District in accordance with the Tax Increment Law.
- 7.3 Restriction on Assignment of Agreement.
- 7.3.1 Agreement/Transfer of Properties. The rights, duties, and obligations of the Developer of this Agreement may not be assigned by the Developer without the written consent of the City to the assignment with an exception to the assignment of the Performance Incentive Payment to the Developer's lender. Furthermore, the Developer shall not sell, assign, or transfer all or any portions of the Properties through the life of the District without the written consent of the City to the transfer, which will not be unreasonably withheld.
- 7.4 Force Majeure. A party will be excused from its obligations under this Agreement if and to the extent and during such time as the party is unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control (each a "Force Majeure Event") based solely upon acts of God, war, fire, or other casualty, riot, civil unrest, epidemic or pandemic, extreme weather conditions, terrorism, strikes, and labor disputes. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party, thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible.
- 7.5 Law Applicable. This Agreement will be construed in accordance with the internal laws of the State of Wisconsin.
- 7.6 Financial Burden. The parties acknowledge the Project will require substantial financial resources. Each party is willing and prepared to perform its obligations hereunder, recognizing that each must begin and continue its performance under this Agreement without absolute assurance all approvals necessary to the Project will be granted.
- 7.7 Originals and Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original.
- 7.8 Delivery of Notices. Any notice required hereunder will be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, sent by overnight delivery service, emailed or faxed to the parties respective

addresses as follows, provided any notice given by facsimile is also given by one of the other methods:

To the City: City of Menasha
Attn: Sam Schroeder, Community Development Director
100 Main Street, Suite 200
Menasha, WI 54952
Email: sschroeder@menashawi.gov
Fax: 920-967-5272

With a copy to:
City of Menasha
Attn: City Attorney
100 Main Street, Suite 200
Menasha, WI 54952
Email: mstruve@menashawi.gov
Fax: 920-967-5273

To Developer: Nicolet Menasha, LLC
Attn: John Lorbiecki
2303 Olde Country Cir
Kaukauna, WI 54304
Email: lorbieckihomesllc@gmail.com
Fax:

With a copy to:

Notice will be deemed given upon personal delivery, the first business day after certification or registration, the first business day after deposit with the overnight delivery service, and upon acknowledgement of receipt by facsimile or electronic mail (provided notice is promptly sent by one of the other methods). Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section 7.8.

7.9 Severance. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement will remain in full force and effect and enforceable to the fullest extent permitted by law.

7.10 Third Parties. This Agreement is made for the exclusive benefit of the parties hereto, and their permitted assignees (as set forth in Section 7.8), and is not for the benefit of any other persons, as third party beneficiaries or otherwise unless approved under Section 7.3, and this Agreement will not be deemed to have conferred any rights, expressed or implied, upon any other party.

- 7.11 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.
- 7.12 Neutral Construction. This Agreement is the result of a negotiated agreement by the parties and prior to the execution of this Agreement each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this Agreement will be construed more strictly for or against either party because that party's attorney drafted this Agreement or any portion thereof or attachment hereto.
- 7.13 No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.
- 7.14 Recording of Agreement. Either party may record this Agreement.
- 7.15 The Developer's Obligations Run with the Land. The Developer's obligations under this Agreement and all consents, obligations, waivers, restrictions, and other requirements of the Developer as set forth in this Agreement, will be deemed to be covenants running with the land and will be binding upon the Properties and the successors, assigns, and other transferees of the Developer.

[Signatures on following pages]

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

DEVELOPER:

NICOLET MENASHA, LLC, A WISCONSIN LIMITED LIABILITY COMPANY

By: _____
John Lorbiecki, Organizer

NICOLET MENASHA, LLC, A WISCONSIN LIMITED LIABILITY COMPANY

By: _____
Tom Dercks, Member

State of Wisconsin)

County of _____)

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

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

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

CITY OF MENASHA, Wisconsin:

CITY OF MENASHA

By: _____
Austin Hammond, City Mayor

CITY OF MENASHA

By: _____
Kaija Snyder, Interim City Clerk

Approved as to form:

CITY OF MENASHA

By: _____
Margaret J. Struve, City Attorney

State of Wisconsin)

County of _____)

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

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

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

EXHIBIT A
Legal Descriptions

Former Southern Banta Parking Lot (SITE)

Parcel 3-00475-00

That part of Lots 139 and 140 of Block "A" in the Plat of the Town of The Island, in the Third Ward, City of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at the intersection of the East line of Oak Street and the Southerly line of Ahnaip Street; thence northeasterly, along the Southerly line of Ahnaip Street, 40 feet; thence southeasterly, at right angles with the Southerly line of Ahnaip Street, 53 feet; thence south, parallel with the East line of Oak Street, to the South line of said Lot 139; thence west, along the South line of said Lot 139 and 140, to the East line of Oak Street; thence north, along the East line of Oak Street, to the place of beginning.

ALSO, that part of Lots 138, 139 and 140 of Block "A" in the Plat of the Town of The Island, in the Third Ward, City of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at the intersection of the East line of Oak Street and the Southerly line of Ahnaip Street; thence northeasterly, along the Southerly line of said Ahnaip Street, 40 feet, the place of beginning; thence southeasterly, at right angles with the Southerly line of said Ahnaip Street, 53 feet; thence south, parallel with the East line of said Oak Street, to the South line of said Lot 139; thence east, along the South line of said Lots 139 and 138, to a point 41.6 feet west of the Southeast corner of said Lot 138; thence north, parallel with the East line of said Oak Street, 86.6 feet; thence northwesterly, along a line that is at right angles to the Southerly line of Ahnaip Street, 58.5 feet, to the Southerly line of said Ahnaip Street; thence southwestwardly, along the Southerly line of said Ahnaip Street, to the place of beginning.

ALSO, that part of Lots 138 and 139 of Block "A" in the Plat of the Town of The Island, in the Third Ward, City of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at a point on the South line of said Lot 138 that is 41.6 feet West of the Southeast corner of Lot 138 of said Block "A"; thence north, parallel to the East line of Oak Street (as originally platted), 86.6 feet; thence northwesterly, along a line that is at right angles to the Southeasterly line of Ahnaip Street, 58.5 feet, to the Southeasterly line of Ahnaip Street; thence northeasterly, along the Southeasterly line of Ahnaip Street, 45.2 feet; thence southeasterly to the Northwest corner of Lot 133 of said Block "A"; thence south, along the East line of said Lot 138, to the Southeast corner of said Lot 138; thence west, along the South line of Lot 138, 41.6 feet, to the point of beginning.

ALSO, that part of Lot 129 and 130 of Block "A" in the Plat of the Town of The Island, in the Third Ward, City of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Lot 130; thence south, along the West line of said Lot 130, 52 feet; thence south 15 degrees 25 minutes east, along the Easterly line of Oak Street,

5.15 feet; thence easterly to a point on the East line of the West 85 feet of said Lots 129 and 130 (as originally platted) that is 50 feet south of the North line of said Lot 130; thence north 50 feet; thence westerly 85 feet to the point of beginning.

ALSO, all of Lot 163 in Block "A" in the Plat of the Town of the Island, in the Third Ward, City of Menasha, Winnebago County, Wisconsin.

Parcel 3-00482-00

The West 55 feet, front and rear, of Lots 133 and 134, and all of Lot 137, and that part of Lot 138 which lies East of a line drawn from the Northwest corner of said Lot 133 and extending northwesterly (at right angles to the center line of Ahnaip Street), to the Northerly line of Lot 138, all in Block "A" in the Plat of the Town of The Island, in the Third Ward, City of Menasha, Winnebago County, Wisconsin, excepting therefrom that portion thereof heretofore conveyed for road purposes by Deed recorded in Document No. 992675.

NICOLET SCHOOL PROPERTY

Parcel 3-00455-00 (449 Ahnaip Street)

A parcel of land being all of Lots 104, 111, 112, 119, 143, 144, 145 and 146, and the west 12 feet of Lots 118 and 125, all in Block A, Plat of the Town of the Island, City of Menasha, Winnebago County, Wisconsin, which is more fully described as follows:

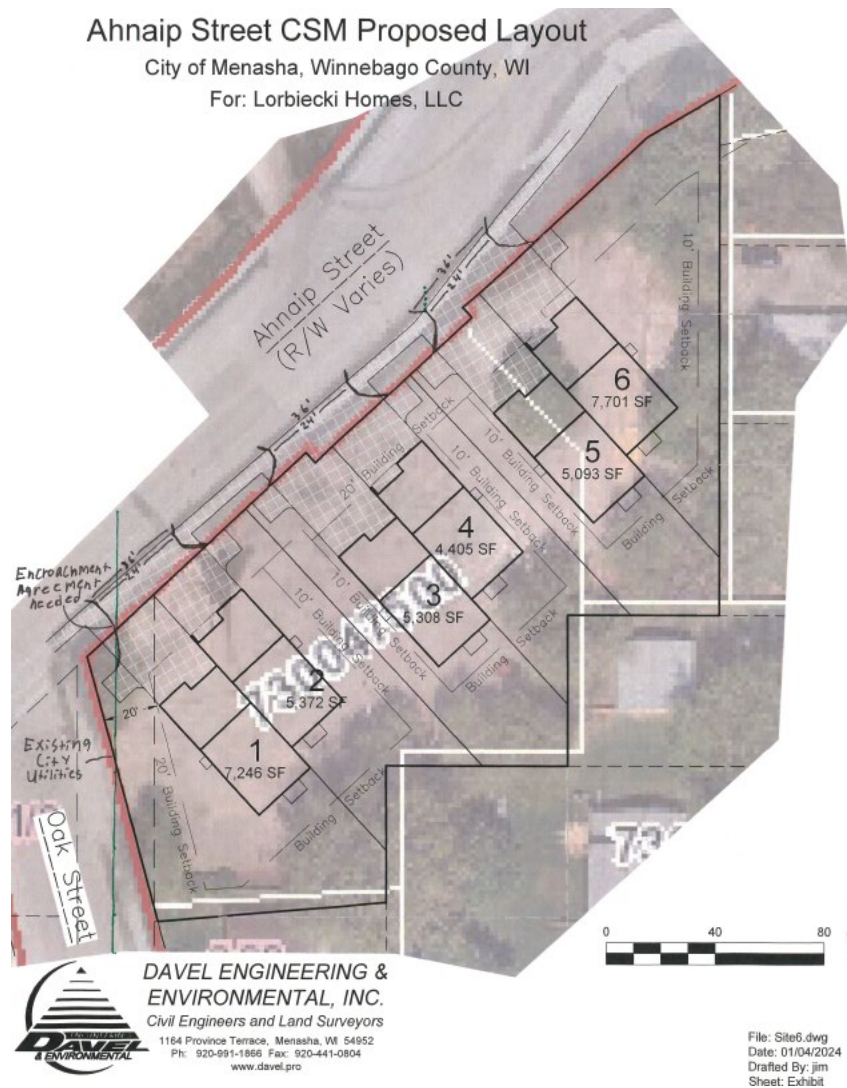
Beginning at the southwest corner of said Lot 104; thence N00°01'13"W, 264.87 feet along the west line of said Lots 104, 111, 112, 119 and 146 to the northwest corner of said Lot 146; thence N47°11'10"E, 258.92 feet along the northwest line of Lots 146, 145, 144, and 143 to the northeast corner of said Lot 143; thence S00°01'13"E, 166.84 feet (recorded as 120 feet) along the east line of said Lot 143 to the southeast corner of said Lot 143; thence N89°41'43"W, 43.00 feet along the south line of said Lot 143; thence S00°01'13"E, 110.00 feet along the east line of the west 12 feet of said Lots 125 and 118 to a point on the south line of said Lot 118; thence N89°41'43"W, 12.00 feet along the south line of said Lot 118 to the southwest corner of said Lot 118; thence S00°01'13"E, 165.00 feet along the east line of said Lots 112, 111 and 104 to the southeast corner of said Lot 104; thence N89°41'43"W, 135.00 feet along the south line of said Lot 104 to the point of beginning.

EXHIBIT B

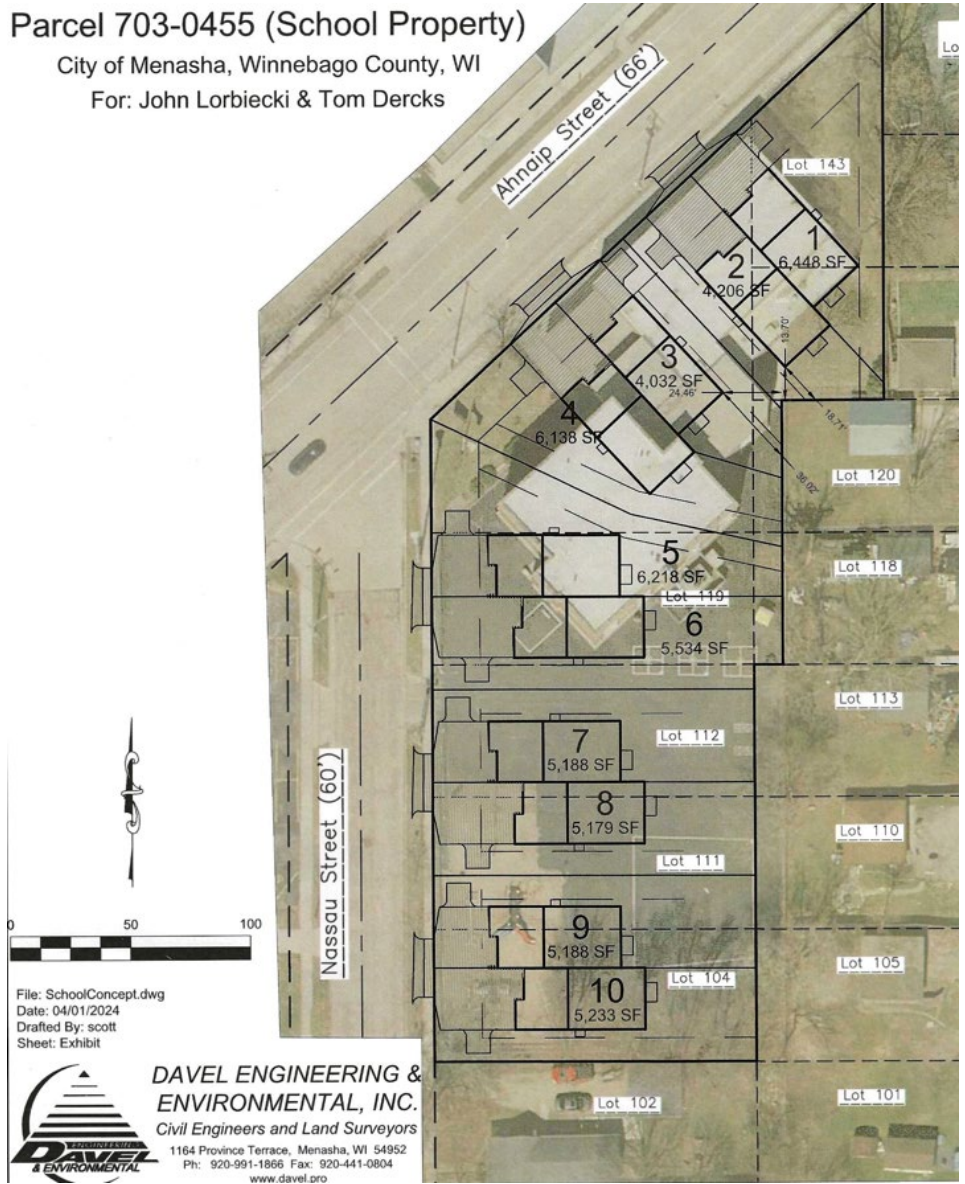
Project Description/Concepts

The Project consists of the redevelopment of the Property including the demolition of the former Nicolet School, the rezoning and platting of the Property and the construction of 16 new single family, attached owner-occupied housing units to be marketed for sale between \$425,000.000 and \$475,000.00 per unit.

Site Concept (Banta Parking Lot)



Nicolet School Concept
Parcel 703-0455 (School Property)
 City of Menasha, Winnebago County, WI
 For: John Lorbiecki & Tom Dercks



File: SchoolConcept.dwg
 Date: 04/01/2024
 Drafted By: scott
 Sheet: Exhibit

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 Civil Engineers and Land Surveyors
 1164 Province Terrace, Menasha, WI 54952
 Ph: 920-991-1866 Fax: 920-441-0804
 www.davel.pro

Single Family Attached Unit Concept



REAR ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

HOUSE TO HAVE:
 18" OVERHANGS,
 12" GABLE RAFTERS,
 T ENERGY HEEL
 TRUSSES (MIN)
 FINAL GRADE PER
 OWNER AND G.C.
 STEP FOOTINGS PER
 FINAL GRADING.



FRONT ELEVATION

EXHIBIT C

Estimated Payment Plan

Tax Rev.	Tax Year	Perf. Inc. (95%)	Acc. Inc.	Payment	Year	City Balance
\$ -	2025	\$ -	\$ -			\$ -
\$ -	2026	\$ -	\$ -			\$ -
\$ 19,920.07	2027	\$ 18,924.07	\$ 18,924.07	Nov. 1st	2027	\$ 996.00
\$ 59,760.22	2028	\$ 56,772.21	\$ 75,696.28	Nov. 1st	2028	\$ 3,984.01
\$ 59,760.22	2029	\$ 56,772.21	\$ 132,468.48	Nov. 1st	2029	\$ 6,972.03
\$ 59,760.22	2030	\$ 56,772.21	\$ 189,240.69	Nov. 1st	2030	\$ 9,960.04
\$ 59,760.22	2031	\$ 56,772.21	\$ 246,012.90	Nov. 1st	2031	\$ 12,948.05
\$ 59,760.22	2032	\$ 53,987.10	\$ 300,000.00	Nov. 1st	2032	\$ 18,721.16
\$ 59,760.22	2033	\$ -				\$ 78,481.38
\$ 59,760.22	2034	\$ -				\$ 138,241.60
\$ 59,760.22	2035	\$ -				\$ 198,001.82
		<u>\$ 300,000.00</u>				

Note: Actual results will vary depending on development, inflation rates and overall tax rates - projections assume 2 units completed in 2025 and 4 units completed in 2026



MEMORANDUM

To: City of Menasha Administration Committee

From: Jennifer Sassman, Finance Director

Date: August 5, 2024

RE: Contract for Assessment Services for the Term September 1, 2024-August 31, 2027

Background

Our current Assessment Services Contract with Associated Appraisal Consultants, Inc. expires on August 31, 2024. Associated Appraisal Consultants, Inc has been providing statutory assessment services to the City of Menasha since 2008.

Analysis

Mayor and staff believe it is in the best interest of the City to renew the Assessment Services Contract with Associated Appraisal Consultants, Inc. for the term of September 1, 2024 – August 31, 2027. This term matches that of previous terms.

Associated Appraisal Consultants, Inc is best positioned to serve as our Assessor for another term. Associated Appraisal Consultants, Inc is proposing to provide the same level of service that the City has been become accustomed to which includes (but not limited to):

- Maintaining City Hall office hours as well as addressing inquires during their company regular office hours;
- Providing Full Value Maintenance services on an annual basis in addition to physically inspecting at least 25% of the total non-manufacturing parcel count;
 - Full Value Maintenance keeps the City's assessments in compliance with the Wisconsin Statutes by maintaining a level of assessment on an annual basis that is within 10% of the City's equalized value. This helps to ensure fair and equitable values.

Fiscal Impact

The current contract is an annual payment to Associated Appraisal Consultants, Inc in the amount of \$60,000 (\$5,000/month). Associated Appraisal Consultants, Inc had kept our contract amount the same since 2015. Prior to 2015, there was a minimal cost difference.

The proposed contract would be as follows:

2024 - \$20,000 for September through December 2024

2025 - \$80,000

2026- \$85,000

2027 - \$60,000 for January through August 2027

Although this contract reflects a cost increase, the cost is in line with the services provided.

Recommendation

Staff recommends that the Administration Committee forward to Common Council the Contract for Assessment Services with Associated Appraisal Consultants, Inc for the term of September 1, 2024 - August 31, 2027.

CONTRACT FOR ASSESSMENT SERVICES

(September 1, 2024 – August 31, 2027)

This CONTRACT is entered into between the City of Menasha, a Wisconsin Municipal Corporation, with its principal office at 100 Main Street, Menasha, Wisconsin (hereafter “City”) and Associated Appraisal Consultants, Inc., a Wisconsin Corporation, with its principal office at W6237 Neubert Road., Appleton, Wisconsin 54913 (hereafter “Assessor”).

WHEREAS, Pursuant to Section 2-3-2(c) of the City of Menasha Code of Ordinances, the City Assessor is appointed by the Common Council; and

WHEREAS, On _____ the City of Menasha Common Council, appointed Associated Appraisal Consultants, Inc., a Wisconsin Corporation, to perform assessment services within the City of Menasha for a 3-year term beginning September 1, 2024, through August 31, 2027; and

WHEREAS, The City Assessor in Menasha, Wisconsin, is governed by certain laws including City of Menasha Code and Wisconsin Statutes.

SCOPE OF SERVICES

- A. Assessor will perform all of the work required to properly and professionally assess and list the real property of the City in accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as well as comply with public records laws, including record retention periods.

- B. Inspections. Inclusive of properties listed below, the Assessor shall physically inspect at least 25% of the total non-manufacturing real estate parcel count as shown on the prior year’s Statement of Assessment and update assessment records, such that all improved property will be inspected on a four-year cycle. The following inspection cycle is to be completed by Assessor annually as of January 1, namely:
 - 1. New construction, annexed properties, and exempt status changes shall be physically inspected. Assessor will take digital photographs of new construction on or about January 1st annually, and during the review process, if needed.
 - 2. Properties affected by building(s) been destroyed or demolished, fire, significant remodeling (those requiring a building permit), or other major condition changes, detached buildings and decks, air conditioning and miscellaneous permits shall be physically inspected.
 - 3. Improved properties under construction over a period of years shall be re-inspected.
 - 4. All sale properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure a fair assessment.

5. Requests for review by property owners shall be physically inspected during the current assessment cycle.
 6. Assessor shall attempt to maintain an interior inspection rate of ninety-five percent (95%) for all non-exempt, improved properties inspected annually. The specified inspection rate assumes reasonable property owner cooperation and shall therefore be inclusive of "Certified No Response" (Doomage) properties.
 7. A tax classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forest land and undeveloped land.
- C. Compliance. Assessor shall keep the City's assessed value in compliance with the requirements as prescribed under Wis. Stat. §70.05(5) for the duration of this Contract term. The annual level of assessment shall be kept within 10% of the City's equalized value.
- D. Monthly Municipal Parking Fee. Assessor shall maintain current values of mobile homes subject to monthly municipal permit fee based on information provided by the mobile home park operator. This information will be entered into the statement of monthly parking permit fees and furnished to the City Finance Department.
- E. Parcel Identification. Assessor shall gather and note on the property record card for each parcel information including, but not limited to: size, area, footage, width, depth, topography, productivity, site improvements, utilities, access, zoning, and location. Such information shall be entered into the City's Computer Assisted Mass Appraisal (CAMA) software system.
- F. Approaches to Value.
1. Assessor shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property. In valuing income producing properties, the assessor shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include actual and economic rents for each type of property, typical vacancy rates, and typical operation expense ratios. All data shall be properly documented, and adequate records shall include a reconstruction of income and expenses and estimate capitalization rates shall be accurately documented by information obtained from the market. Any documentation used in establishing any of the foregoing shall become the property of the City.
 2. Assessor shall collect and analyze all available sales data for the City to become familiar with prevailing market conditions, market activity, and specific transactions which may be utilized in determining the market value of properties throughout the City. Data gathered shall either be noted on the property record cards, or contained within supplements to the records (e.g., copies of real estate transfer returns, leases, computer-generated data sheets, etc.) All data so gathered shall become and remain the property of the City.

3. Assessor shall collect data concerning sales of land and sales of improved parcels which may indicate the residual value of land. From these and other sources, the assessor shall become familiar with land values throughout the City.
- G. Preparation of Property Record Cards. Appropriate record cards shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the City, a complete set of property records either on computer readable format compatible with the City's computer system if a computer valuation program is used, or a hardcopy if a manual system is used, and update the records within fourteen (14) days of final adjournment of the Board of Review. The records shall be updated prior to the open book and again to reflect any changes made at the Board of Review. The assessor shall prepare individual record cards or computer-generated data sheets for each parcel to be revalued on forms currently approved by the Wisconsin Department of Revenue.
- H. Open Book Conference.
1. Upon completion of the Assessor's review of assessments and prior to completion of the assessment rolls, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall send written notice by first class mail to each property owner of any change in assessment on the notice form prescribed by the Wisconsin Department of Revenue and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen (15) days prior to the first day of the conferences for the convenience of property owners. The Assessor shall take the phone calls to schedule appointments for the open book conference. The assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours. The Assessor shall verify that statutorily required instructional materials are available at the open book conference.
 2. Open book conferences shall be held at City of Menasha City Hall with both the City and Assessor mutually agreeing upon the date(s) and hours. Hearing time may include a Saturday and shall include evening hours.
 3. Open book conferences shall be held on or before May 31.
- I. Completion of Assessment Roll and Reports. The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. Final assessment figures for each property shall be provided by the Assessor to the City, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue including: the Municipal Assessment Report (MAR), the Tax Incremental District Assessment Report. Prior to filing with the Wisconsin Department of Revenue, the Assessor will provide the City with reports for review. All reports shall be submitted by the 2nd Monday in June. Assessor shall follow the Uniform Standards of Professional Appraisal Practice as required by the *Wisconsin Property Assessment Manual*.

- J. Board of Review Attendance. The Assessor shall be present at the first meeting of the Board of Review and all hearings to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of any appeal beyond the Board of Review to the Department of Revenue or to the Courts, Assessor shall be available upon request of the City to furnish testimony in defense of the values for all such cases within the first 90 days after adjournment of the Board of Review for up to eight (8) employee hours per parcel. If such cases occur after the first 90 days after adjournment of the Board of Review or exceed or estimated to exceed the eight (8) employee hours per parcel provided for in this Contract, an addendum to this Contract outlining additional compensation and scope of work will be required. If deemed necessary and mutually agreed upon by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the City as agreed upon by both parties.
- K. Property Listing. Assessor shall function in the role of Property Tax Lister for the City and maintain an accurate listing of parcels for entry into the tax roll. Assessor will assign parcel numbers to all new parcels created by division of land or combination of parcels.
- L. Accurate parcel identification. The assessor shall review all legal descriptions as listed in the assessment roll for imperfections to include, but not restricted to errors, incorrect acreages, omissions, overlap, or failure to close. If such discrepancies exist, the assessor shall correct or cause the same to be corrected.
- M. Assessor will process parcel subdivisions, lot line adjustments, new subdivision plats, certified survey maps and any other land divisions or combinations.
- N. Assessor will be responsible for maintaining plat and section/cadastral maps on file and update yearly as requested by the City.
- O. Assessor shall perform the following:
- a. Send recorded CSM's, subdivision plats, deed transfers, and annexations to the County promptly, and notify Community Development upon transmission,
 - b. Inform the Community Development Department when new tax keys are assigned,
 - c. Enter zoning changes into the CAMA system in a timely manner*,
 - d. Provide notes in the CAMA system indicating the condition of interior and exterior of properties, and obtain photos of all sides of a structure, when possible,
 - e. Inform the building inspector of all substantial changes in assessment value due to the condition of a structure,
 - f. Inform the building inspector of all remodeling, demolition, or additions being done without a recorded permit,
 - g. Enter newly obtained information, after receiving building permits, into the CAMA system in a timely manner*, and

- h. Update new owner information in the CAMA and Property Listing software in a timely manner*.

**Timely manner is generally to be considered as 10 business days or sooner.*

GENERAL TERMS

- A. Conformance to statutes. All work shall be properly and professionally accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue.
- B. Oath of Office. As Assessor is a corporation, the person designated by Assessor as responsible for the assessment shall be required to take and subscribe to an oath or affirmation to faithfully perform the duties of the assessor in conformity with Wisconsin Statutes and the Constitution of the United States and of the State of Wisconsin.
- C. Assessor shall perform all other duties incidental to the normal duties of the assessor.
- D. Personnel. Assessor shall designate a qualified and responsible employee to supervise the operation of the assessor's staff for the entire contract period. The individual shall be certified (at a minimum) Assessor Level II and or Assessor Level III. Should the contract project manager be reassigned, that person shall be replaced by an equally qualified individual. Assessor shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this Contract. All employees of Assessor are required to carry an up-to-date photo identification card. Assessor will provide and update the City with a listing of all personnel assigned. Copies of each employee's Department of Revenue certification shall be supplied to the City. Assessor shall review any complaint relative to the conduct of his/her employee(s). If the City deems the performance of any of the assessor's employees to be unsatisfactory, the assessor will take immediate action to resolve such concerns to the satisfaction of the City, including, if necessary, removing the assessor's employee from performing acts under the terms of this Contract with the City. Assessor employees are expected to present a positive, professional image in both dress and conduct while interfacing with City staff and the public.
- E. Non-Discrimination. In connection with the performance of work under this Contract, Assessor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statutes or national origin.
- F. Assessor shall not discriminate against any person on the basis of disability from participating in or being denied benefits of public service under Titles II, III, IV and V of the Americans with Disabilities Act and amendments thereto. Assessor acknowledges receipt of a copy of the City's policy and agrees to be bound by it.
- G. Contract Administrator. City's contract administrator shall be the Finance Director or his/her designee. The assessor shall meet with the Finance Director on an as-needed basis

to discuss the progress of the work and to review the data and the reports completed. City reserves the right to inspect the assessment data and the progress of the work performed at any time without limitation.

- H. Public Request. The Assessor shall timely respond to all open records requests received by the City in compliance with Wisconsin Statutes, including confidentiality provision of the law.
- I. Availability. Assessor will maintain regular office hours at the Menasha City Hall, from 8:00 AM to 12:00 PM on Tuesdays and from 12:00 PM to 4:00 PM on Thursdays or equivalent hours as may be mutually agreeable to the Assessor and the Finance Director. Additional hours should be planned after assessment notices are sent out, during the open book review, and prior to and during the Board of Review. Assessor shall be available to attend, upon the request of the Finance Director or other department head, City Council or other prescribed meetings on an as-needed basis provided reasonable prior notice was given.
- J. Mailing Services. Assessor shall be responsible for all costs associated with the preparation and time necessary to mail any assessment related documents and notices. City shall be responsible for the cost of all mailing supplies and postage. This cost includes but is not limited to supplies such as paper and envelopes needed for the mailing of notices of changed assessment, written requests to view property, questionnaires, and mailing of documents such as maps and assessment rolls. If City requires Assessor to send any mailings by certified mail, City shall be responsible for the postage, supplies, and mailing services costs of all certified mail.
- K. The assessor shall be responsible for all assessment related clerical duties including:
 - a. Answering routine telephone calls, Monday through Friday during assessor's normal business hours. Assessor shall maintain a local or toll-free telephone service to receive calls from the City or property owners five (5) days a week from 8:00 AM to 4:30 PM excluding holidays. Telephone calls will be returned within twenty-four (24) hours.
 - b. Responding to walk-in requests for assessment data or assistance
 - c. Assisting in scheduling assessment-related appointments
 - d. Providing copies of all assessment-related Open Records requests
 - e. Preparing appointment mailers, stuffing envelopes, and mailing all notices
 - f. Filing of all assessment property records cards and any other assessment-related records
 - g. All assessment data entry
- L. In the event of a declared disaster, if there is damage to property, Assessor will provide sufficient staff to determine the dollar amount of the damage in the City in order to provide

timely information to the State of Wisconsin, Department of Military Affairs, Division of Emergency Management, FEMA, or other governmental entities to be used in determining the extent of the disaster. This service will be compensated separately based upon the hourly cost of the staff involved and is not a part of the monthly charge for assessment/tax listing services as outlined in this Contract.

M. Insurance and Indemnity.

(1) Assessor shall maintain during the term of this Contract full insurance coverage to protect and hold harmless the City. Insurance shall include: (a) worker's compensation in compliance with state laws, (b) comprehensive general and public liability covering operation, (c) comprehensive automobile liability and property damage with coverage to include owned, hired, and non-hired motor vehicles used by Assessor, and (d) proper and sufficient insurance to cover loss of records withdrawn from the City by Assessor for its use as well as records in process under this Contract. Assessor shall not be responsible for loss of records destroyed by fire, theft, or Act of God while kept in the office supplied by the City.

Limits of liability shall not be less than:

General Liability:

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

Worker's Compensation:

Bodily Injury by Disease-Each Employee	\$ 100,000
Bodily Injury by Disease-Policy Limit	\$ 500,000
Bodily Injury by Accident-Each Accident	\$ 100,000

Comprehensive Auto Liability:

Combined Single Limit of Liability:	\$ 1,000,000
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A certificate from the insurance carrier attesting to coverage shall be provided to the City. The insurance provider will be authorized to transact business in the State of Wisconsin.

Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the City shall be assumed by that Assessor and the Assessor shall indemnify and hold harmless the City against all claims, actions, proceedings, damages, and liabilities, including reasonable attorney's fees, arising from or connected with the Assessor's activities in connection with the services provided to the City, including but not limited to, any acts or omissions of the Assessor, the Assessor's employees, agents, representatives and any other person doing business with Assessor. This paragraph is not to conflict with Sec. 893.89(4), Wis. Stats.

The City agrees to defend and indemnify and save harmless the Assessor, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, brought or recovered against, whether based in contract, negligence or otherwise. Neither party shall be liable to the other for consequential, indirect, or incidental damages, including but not

limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

(2) All insurance coverage shall contain a ten (10) day advance notice of cancellation to the City. Assessor shall timely pay all insurance premiums.

- N. Ownership of Record. All records prepared or maintained in connection with assessments in the City shall always be and remain the sole property of the City.
- O. Assessor shall communicate openly and in a timely manner with proper City personnel and the public regarding assessment matters. The assessor is encouraged to interface with the business and residential community and the media to provide greater clarity of the assessor's role in the property taxation and valuation process.
- P. Assessor will provide a website that will be linked to the City's website to place the computer property assessment records on the web for access to the public.
- Q. Office space. City shall furnish adequate office space at the Menasha City Hall at no cost to Assessor. Office space shall include desks, tables, chairs, filing cabinets, heating, lighting, and janitorial services but shall not include office machinery and equipment.
- R. Access to records. City shall allow access and make available to Assessor City records including, but not limited to, prior assessment rolls, sewer and water layouts, building permits, tax records, building plans, records of special assessments, plats or any other maps and property files currently in the possession of the City, at no cost.
- S. Assignment of contract. Assessor is not permitted to assign, subcontract, or transfer this Contract or any part of this Contract without written approval from City.
- T. The Assessor acknowledges and agrees that it is an independent contractor to the City, and that the Assessor's business is independently owned and operated and that nothing in this Contract shall be interpreted to cause or result in, directly or indirectly, any principal-agent or employer-employee relationship between the Assessor and the City and that nothing in this Contract shall in any way be construed as a Contract of partnership, general or limited, joint venture, or as an agency relationship whatsoever between the Assessor and the City. The Assessor shall not represent or advertise in any way that the Assessor's relationship with the City is other than stated herein. The assessor shall not state or imply that he/she is an agent of the City.
- U. The Assessor shall notify the City within five (5) days of any changes in majority or more ownership or change in chief operating officer.

METHOD AND TERMS OF PAYMENT

A. For assessment services provided by Assessor the City will pay the following amounts:

2024 – Twenty Thousand Dollars (\$20,000.00) for September through December 31, 2024

2025 – Eighty Thousand Dollars (\$80,000.00)

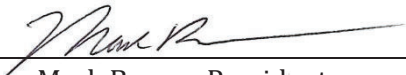
2026 – Eighty-Five Thousand Dollars (\$85,000.00)

2027 – Sixty Thousand Dollars (\$60,000.00) for January through August 31, 2027

Payment for services rendered shall be on a monthly basis. The City will not be billed for additional expenses such as mileage or supplies.

Dated this _____ day of _____, 20__.

ASSOCIATED APPRAISAL CONSULTANTS, INC.

By:  _____
Mark Brown, President

CITY OF MENASHA

By: _____
Austin Hammond, Mayor

Attest: _____
Kaija Snyder, Deputy City Clerk

Margaret Struve, City Attorney



MEMORANDUM

Date: August 8, 2024
To: Personnel Committee
From: Margaret J. Struve, City Attorney
RE: Hiring Process for the Director of Public Works Position

We were recently informed that Laura Jungwirth, our Director of Public Works for the last three years, has resigned from the City of Menasha to be the Director of Public Works for the City of Appleton. We wish Director Jungwirth nothing but the best in her future endeavors.

Pursuant to Menasha's Municipal Code, an appointment of a person to serve this position is made by the Common Council (with the Mayor as one of the members of the interview team). See SEC. 2-3-2(a)(4):

SEC. 2-3-2 APPOINTMENT OF CITY OFFICERS.

- (a) **APPOINTMENT OF CITY OFFICERS.** Pursuant to Section 66.0101 and Section 62.09(3)(b)(3), Wis. Stats., the City of Menasha elects that the method of choosing the following City officers shall be by appointment of the Common Council which shall include the Mayor on the interview team:
- (1) Finance Director (Treasurer/Comptroller).
 - (2) City Attorney.
 - (3) City Clerk.
 - (4) Director of Public Works.
 - (5) City Assessor.

In the past for this position, and for the recent City Clerk position, the Personnel Committee has selected a sub-committee to sit on the interview panel rather than the whole of the committee. The Personnel Committee also chose to proceed with internal and external recruitment process for the most recent Common Council-appointed position (City Clerk).

REQUESTED ACTION: (1) Proceed with internal and external recruitment process for the Public Works Director position; and (2) Select members of the interview panel, if desired.

City of Menasha Disbursements

Weekly Accounts Payable	08/02/24 - 08/15/24 Checks # 82358-82495	\$4,464,741.66
	Void Check 82386	(\$9,970.00)
Bi-Weekly Payroll	08/08/24	\$263,544.02
Additional Regular Cycle Accounts Payables -Paid Electronically		
Credit Card Fees	08/03/24	\$37.24
Delta Dental	08/07/24	\$2,883.35
Network Health Premium	08/08/24	\$143,443.99
Employee Benefits-Flex Spending	08/08/24	\$4,358.54
Community First CU-Payroll Deduction	08/08/24	\$659.50
Home Depot ACH	08/09/24	\$44.87
Nationwide Deferred Compensation	08/09/24	\$4,657.50
Wisconsin Deferred Compensation	08/09/24	\$10,684.59
Home Depot ACH	08/14/24	\$506.18
Federal Tax Withholding	08/14/24	\$89,584.67
Delta Dental	08/15/24	\$2,059.20
		\$ 258,919.63
Total		\$4,977,235.31

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>	08/15/24
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: 8/8/2024

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ACCURATE	82358	8/8/2024	2407394	731-1022-541.38-03	159.80	TURBO FLEX PART
		8/8/2024	2409229	731-1022-541.30-18	175.62	PAINT
		8/8/2024	2409252	731-1022-541.30-18	33.48	PARTS
	Total for check: 82358					368.90
ADDMASTER CORPORATION	82359	8/8/2024	295779	100-0204-512.24-04	179.60	PRINT CARTRIDGE
Total for check: 82359					179.60	
AMAZON CAPITAL SERVICES	82360	8/8/2024	1CT3-C3XQ-LK3C	100-0903-531.30-10	41.46	SUPPLIES
		8/8/2024	1NQX-D749-7YQ6	100-0901-515.30-18	404.80	TOWING MIRROR CVMIC SPOTLIGHT GRANT
		8/8/2024	1PDR-JWC7-F9JR	100-0801-521.30-15	(119.00)	CREDIT RETURN HELMET LIGHT
		8/8/2024	1WMN-6RQG-LQKM	100-0921-531.30-18	101.49	SUPPLIES
		8/8/2024	1WRJ-LJX7-FVCK	100-0801-521.30-15	(357.00)	CREDIT RETURN HELMET LIGHTS
Total for check: 82360					71.75	
ASSOCIATED APPRAISAL CONSULTANTS	82361	8/8/2024	175639	100-0402-513.21-09	5,000.00	AUGUST ASSESSMENT SERVICE
					153.96	AUGUST ASSESSMENT SERVICEWEB SERVICE
				100-0402-513.30-11	7,207.05	AUGUST ASSESSMENT SERVICEPOSTAGE
Total for check: 82361					12,361.01	
BAYCOM INC	82362	8/8/2024	EQUIPINV_050444	100-0801-521.29-04	1,239.00	PREMIUM PACKAGE RAISED FOLD UP EQUIPMENT
Total for check: 82362					1,239.00	
BOBCAT PLUS	82363	8/8/2024	IA20229	731-1022-541.38-03	59.55	COUPLER
Total for check: 82363					59.55	
CARRICO AQUATIC RESOURCES INC	82364	8/8/2024	20243523	100-0704-552.30-18	145.29	LIQUID CHLORINE
		8/8/2024	20245260	100-0704-552.30-18	128.51	EMERGENCY DELIVERY FEE
Total for check: 82364					273.80	

AP Check Register

Check Date: 8/8/2024

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CINTAS	82365	8/8/2024	1904999573	100-0703-553.30-13	147.00	TRASH CAN LINERS
		8/8/2024	1905013296	100-0703-553.30-13	150.00	LARGE GLOVES
		8/8/2024	1905015573	100-0920-531.30-13	54.00	TRASH CAN LINERS
		8/8/2024	4200051549	100-0703-553.30-13	150.65	UNIFORMS
				731-1022-541.20-01	161.00	UNIFORMS
		8/8/2024	4200058130	100-0601-551.20-01	35.00	SUPPLIES
		8/8/2024	4200058166	100-0801-521.24-03	50.25	SUPPLIES
				100-0801-521.30-13	70.58	SUPPLIES
		8/8/2024	4200747687	100-0704-552.30-13	367.00	UNIFORMS
				100-0920-531.30-13	181.82	UNIFORMS
			731-1022-541.20-01	161.00	UNIFORMS	
			Total for check: 82365		1,528.30	
GREAT LAKES COCA-COLA	82366	8/8/2024	42507453034	100-0704-552.30-17	183.50	POOL CONCESSIONS
			Total for check: 82366		183.50	
CRESCENT ELECTRIC SUPPLY COMPANY	82367	8/8/2024	S512544402.001	255-0703-553.82-02	857.47	ELECTRICAL CONDUIT SOCIAL SPACE
		8/8/2024	S512558094.001	255-0703-553.82-02	155.43	ELECTRICAL CONDUIT SOCIAL SPACE
			Total for check: 82367		1,012.90	
DAVEL ENGINEERING & ENVIRONMENTAL	82368	8/8/2024	3182744	625-1002-541.21-02	1,445.00	KENWOOD DRIVE STORM SEWER EASEMENT
			Total for check: 82368		1,445.00	
DB&J INVESTMENTS LLC	82369	8/8/2024	REFUND	100-0000-121.01-00	54.72	TAX REFUND
			Total for check: 82369		54.72	
DLT SOLUTIONS LLC	82370	8/8/2024	5254747A	743-0403-513.24-04	4,552.96	AUTOCAD RENEWAL
			Total for check: 82370		4,552.96	
EMERGENCY LIGHTING & ELECTRONICS	82371	8/8/2024	220925	100-0801-521.29-04	5,906.50	DOMES/CONTROL CENTER HEAD/ADAPTER/LIGHTS

AP Check Register

Check Date: 8/8/2024

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
EMERGENCY LIGHTING & ELECTRONICS...	82371...	8/8/2024	220926	100-0801-521.29-04	10,884.30	DOMES/CONTROL CENTER HEAD/ADAPTER/LIGHTS
			Total for check: 82371		16,790.80	
FACTORY MOTOR PARTS CO	82372	8/8/2024	1-9938802	731-1022-541.38-03	16.18	HALOGEN SEALED BEAMS
		8/8/2024	18-2223829	731-1022-541.38-03	48.27	FILTERS AND PLUG
		8/8/2024	18-2223985	731-1022-541.38-03	17.19	LUBE FILTER
		8/8/2024	18-2224348	731-1022-541.38-03	17.19	LUBE FILTER
		8/8/2024	18-2224992	731-1022-541.30-18	84.16	SHOP PARTS
				731-1022-541.38-03	39.36	SHOP PARTS
		8/8/2024	18-2225247	731-1022-541.38-03	11.46	LUBE FILTER
		8/8/2024	18-Z31201	731-1022-541.38-03	134.75	BATTERY
		8/8/2024	50-5489240	731-1022-541.38-03	13.58	FUEL WATER SEPARATOR
		8/8/2024	51-489448	731-1022-541.38-03	32.36	HOOD LIGHTS
			Total for check: 82372		414.50	
FAITH TECHNOLOGIES INC	82373	8/8/2024	516652	100-1019-552.21-06	5,536.90	RACINE BRIDGE LOCK ISSUE
			Total for check: 82373		5,536.90	
FARRELL EQUIPMENT & SUPPLY CO INC	82374	8/8/2024	155648	255-0703-553.82-02	476.70	CONCRETE FORM TUBE SOCIAL SPACE
		8/8/2024	158118	255-0703-553.82-02	1,192.50	REBAR SOCIAL SPACE
		8/8/2024	159407	255-0703-553.82-02	104.97	CONCRETE PATCH 50LB BAG SOCIAL SPACE
			Total for check: 82374		1,774.17	
TOM FRANTZ VIDEO	82375	8/8/2024	MENA52224	100-0405-513.21-08	660.00	RECORDED MEETINGS
		8/8/2024	MENA7292024	100-0405-513.21-08	380.00	RECORDED MEETINGS
			Total for check: 82375		1,040.00	
GRAINGER INC	82376	8/8/2024	9193148906	255-0703-553.82-02	1,086.67	ELECTRICAL UNDERGROUND ENCLOSURE
			Total for check: 82376		1,086.67	

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GRIESBACH READY-MIX LLC	82377	8/8/2024	8238	625-1003-541.82-02	4,717.00	CONCRETE/1483 KENWOOD 733 ELIZABETH
			Total for check: 82377		4,717.00	
HARRISON UTILITIES	82378	8/8/2024	000-5700-00	501-0304-562.22-05	13.58	2011 MANITOWOC
			Total for check: 82378		13.58	
HEARTLAND BUSINESS SYSTEMS	82379	8/8/2024	660977-RTN	100-0813-521.24-04	(398.00)	WIRELESS BRIDGE CREDIT
		8/8/2024	714998-H	100-0813-521.24-04	598.00	WIRELESS BRIDGE
		8/8/2024	714999-H	743-0403-513.24-04	372.24	HPE RENEWAL
			Total for check: 82379		572.24	
CLAIRE HOLZSCHUH	82380	8/8/2024	JUNE JULY	100-0903-531.33-01	33.21	JUNE/JULY MILEAGE
				100-0904-531.33-01	8.11	JUNE/JULY MILEAGE
			Total for check: 82380		41.32	
HORIZON COMMERCIAL POOLS	82381	8/8/2024	INV73142	100-0704-552.30-18	3,922.50	DIATOMACIAOUS EARTH PWDR
			Total for check: 82381		3,922.50	
JX ENTERPRISES INC	82382	8/8/2024	24115845P	731-1022-541.38-03	761.10	OIL, GASKET, SCREWS
			Total for check: 82382		761.10	
LAURA KEELY	82383	8/8/2024	REFUND	100-0000-201.14-00	75.00	CANCELLED OLD WORLD TRIP
			Total for check: 82383		75.00	
KLINK HYDRAULICS LLC	82384	8/8/2024	39793	731-1022-541.38-03	54.25	PARTS
			Total for check: 82384		54.25	
LAMERS BUS LINES INC	82385	8/8/2024	108713	100-0000-201.14-00	4,295.00	MADELINE ISLAND FERRY

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LAMERS BUS LINES INC...	82385...	8/8/2024	108716	100-0000-201.14-00	2,895.00	PEPIN WI BUS PAYMENT		
			Total for check: 82385			7,190.00		
LASEE CONSTRUCTION	82386	8/8/2024	1132	204-0308-562.70-01	9,970.00	MR-2024-02	931 LONDON ST	
					(9,970.00)	MR-2024-02	931 LONDON ST	
			Total for check: 82386			0		
LAZER UTILITY LOCATING LLC	82387	8/8/2024	1752	601-1020-543.21-02	712.00	JULY SANITARY LOCATES		
				625-1010-541.21-02	932.00	JULY STORM LOCATES		
			Total for check: 82387			1,644.00		
AUDREY LINGNOFSKI	82388	8/8/2024	SCHOLARSHIP	822-0413-554.30-16	250.00	HATTIE F MINOR SCHOLARSHIP		
			Total for check: 82388			250.00		
MATTHEWS TIRE & SERVICE CENTER	82389	8/8/2024	92897	731-1022-541.38-02	225.99	TIRE REPAIR		
		8/8/2024	92925	731-1022-541.38-02	650.38	TIRES		
			Total for check: 82389			876.37		
MCMAHON	82390	8/8/2024	935736	625-1010-541.21-06	585.00	LOTUS POND	VEGETATIVE MAINTENANCE	
		8/8/2024	935737	625-1010-541.24-05	771.30	REGIONAL POND	VEGETATIVE MAINTENANCE	
			Total for check: 82390			1,356.30		
MENARDS-APPLETON EAST	82391	8/8/2024	60607	255-0703-553.82-02	690.61	STORM LINE PARTS	SOCIAL SPACE	
		8/8/2024	61074	255-0703-553.82-02	120.93	WOOD CONCRETE FORMING	SOCIAL SPACE	
			Total for check: 82391			811.54		
POSTMASTER	82392	8/8/2024	POSTAGE	100-1006-541.30-11	73.00	POSTAGE		
				266-1027-543.30-11	73.00	POSTAGE		

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POSTMASTER...	82392...	8/8/2024...	POSTAGE...	266-1027-543.30-11...	73.00	POSTAGE
			Total for check: 82392		219.00	
MENASHA TREASURER	82393	8/8/2024	23 PROP TAX	100-0000-441.13-00	104.00	95 BROAD STREET
				100-0000-441.14-00	5.00	95 BROAD STREET
				493-1003-541.82-02	3,270.55	95 BROAD STREET
		8/8/2024	SR CTR TRIP	100-0000-201.14-00	1,200.00	BUS DRIVER TIP & LUNCH \$10 X 100
			Total for check: 82393		4,579.55	
MENASHA UTILITIES	82394	8/8/2024	JULY 2024	100-1012-541.22-03	10,035.11	JULY STREET LIGHTING
			Total for check: 82394		10,035.11	
ELI MINOT	82395	8/8/2024	SCHOLARSHIP	822-0413-554.30-16	250.00	HATTIE F MINOR SCHOLARSHIP
			Total for check: 82395		250.00	
N&M AUTO SUPPLY	82396	8/8/2024	821084	731-1022-541.38-03	76.40	RELAY AND MOTOR OIL
		8/8/2024	821091	731-1022-541.38-03	53.40	MOTOR OIL
		8/8/2024	821183	731-1022-541.38-03	53.40	MOTOR OIL
		8/8/2024	821395	731-1022-541.38-03	54.53	MOTOR OIL
			Total for check: 82396		237.73	
JOSEPH NICHOLS	82397	8/8/2024	REFUND	100-0000-201.14-00	75.00	CANCELLED OLD WORLD TRIP
			Total for check: 82397		75.00	
ORIGINAL WATERMEN INC	82398	8/8/2024	88891	100-0704-552.19-03	368.95	LIFEGUARD SUPPLIES
		8/8/2024	91318	100-0704-552.19-03	38.00	LIFEGUARD SUPPLIES
			Total for check: 82398		406.95	

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RIETVELD RENOVATIONS LLC	82399	8/8/2024	1	204-0308-562.70-01	2,625.00	CU-2024-11 229 LAKE ST
			Total for check: 82399		2,625.00	
ROMPORTL'S CONTRACTING LLC	82400	8/8/2024	00740	204-0308-562.70-01	4,460.50	CU-2024-14 74 LAWSON STREET
			Total for check: 82400		4,460.50	
SANOFI PASTEUR INC	82401	8/8/2024	7141117324	100-0903-531.30-18	162.77	VACCINE
			Total for check: 82401		162.77	
SERVICE MOTOR COMPANY	82402	8/8/2024	P99260	731-1022-541.38-03	22.04	STUD
		8/8/2024	P99290	731-1022-541.38-03	10.36	SPEEDEE
		8/8/2024	P99397	731-1022-541.38-03	(11.30)	CREDIT DUP. PAYMENT
			Total for check: 82402		21.10	
SERVICEMASTER BUILDING MAINTENANCE	82403	8/8/2024	45488	100-0801-521.20-01	695.66	JANITORIAL SERVICES
		8/8/2024	45489	731-1022-541.20-01	2,597.00	JANITORIAL SERVICES
		8/8/2024	45496	100-0920-531.20-01	455.00	JANITORIAL SERVICES
		8/8/2024	45507	100-0704-552.20-01	3,509.60	JANITORIAL SERVICES JULY
			Total for check: 82403		7,257.26	
SHERWIN WILLIAMS CO	82404	8/8/2024	3349-7	100-0703-553.24-03	48.99	PAINT
			Total for check: 82404		48.99	
SHERWIN-WILLIAMS CO	82405	8/8/2024	7632-3	100-1008-541.30-18	879.50	PAINT
			Total for check: 82405		879.50	
SMILEMAKERS	82406	8/8/2024	9581140	100-0903-531.30-18	59.05	TOYS

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SMILEMAKERS...	82406...	8/8/2024...	9581140...	100-0921-531.30-18	67.96	BANDAGES
			Total for check: 82406		127.01	
SUPERIOR CHEMICAL LLC	82407	8/8/2024	390928	470-0703-553.82-02	337.96	SHOVEL/PLOW WAX
			Total for check: 82407		337.96	
TAPCO	82408	8/8/2024	1783461	207-0707-552.24-03	140.30	SUPPLIES
		8/8/2024	1783814	100-1008-541.30-18	800.47	SUPPLIES
		8/8/2024	1783834	100-1008-541.30-18	3,150.23	SUPPLIES
			Total for check: 82408		4,091.00	
TBE EQUIPMENT	82409	8/8/2024	23253	625-1003-541.80-05	4,730.00	CARGO TRAILER
			Total for check: 82409		4,730.00	
TEDDER INDUSTRIES LLC	82410	8/8/2024	INV488122	100-0801-521.19-03	287.20	HOLSTERS W/LIGHT
			Total for check: 82410		287.20	
THOMSON REUTERS - WEST	82411	8/8/2024	850619695	100-0201-512.32-02	443.52	WESTLAW LEGAL RESEARCH SOFTWARE
			Total for check: 82411		443.52	
TRUGREEN PROCESSING CENTER	82412	8/8/2024	197460369	100-0501-522.24-03	112.94	1911 MANITOWOC RD
			Total for check: 82412		112.94	
US POSTAL SERVICE	82413	8/8/2024	08022546	100-0000-133.00-00	3,000.00	POSTAGE
			Total for check: 82413		3,000.00	
WE ENERGIES	82414	8/8/2024	5118227532	100-1012-541.22-03	930.36	STREET LIGHTS

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WE ENERGIES...	82414...	8/8/2024	5118707506	100-1012-541.22-03	210.36	LED STREET LIGHTS
			Total for check: 82414		1,140.72	
WEYERS EQUIPMENT INC	82415	8/8/2024	01-211162	731-1022-541.38-03	102.99	FILTER, ROTARY CUT
			Total for check: 82415		102.99	
WINNEBAGO COUNTY TREASURER	82416	8/8/2024	28493	100-0204-512.24-04	783.70	ELECTION EXPENSES
				100-0204-512.29-01	1,863.24	ELECTION EXPENSES
				100-0204-512.29-02	261.68	ELECTION EXPENSES
		8/8/2024	28548	100-0405-513.21-08	180.00	RECORDING FEES
			Total for check: 82416		3,088.62	
WINNEBAGO LIQUID WASTE	82417	8/8/2024	13790	100-0703-553.20-09	30.00	HANDICAP BRIGHTON BEACH
		8/8/2024	13809	100-0703-553.20-09	105.00	ALL 3 LOCATIONS EXTRA
		8/8/2024	13841	100-0703-553.20-09	905.00	CURTIS REED SQUARE
		8/8/2024	13843	100-0703-553.20-09	100.00	9TH STREET BOAT LAUNCH
		8/8/2024	13844	100-0703-553.20-09	190.00	HANDICAP JEFFERSON PARK
		8/8/2024	13845	100-0703-553.20-09	190.00	HANDICAP BRIGHTON BEACH
		8/8/2024	13858	100-0703-553.20-09	105.00	ALL 3 LOCATIONS EXTRA
		8/8/2024	13880	100-0703-553.20-09	105.00	ALL 3 LOCATIONS EXTRA
		8/8/2024	13910	100-0703-553.20-09	185.00	KOSLO PARK
		8/8/2024	13911	100-0703-553.20-09	105.00	ALL 3 LOCATIONS EXTRA
			Total for check: 82417		2,020.00	
WISCONSIN HISTORICAL FOUNDATION	82418	8/8/2024	ORD #100560758	100-0000-201.14-00	1,440.00	OLD WORLD BUS TRIP 100 X \$14.40
			Total for check: 82418		1,440.00	
WISCONSIN SUPPORT COLLECTIONS	82419	8/8/2024	20240808	100-0000-202.03-00	882.79	PAYROLL SUMMARY
			Total for check: 82419		882.79	

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WPPI ENERGY	82420	8/8/2024	INV21443	310-0409-571.61-01	494.50	AUG STREET LIGHTING PROJ
					1,010.30	AUG LED STREETLIGHT
				731-1022-541.82-01	1,176.09	AUG SOLAR PV PW
					769.99	AUG SOLAR PV PW PHASE 2
					923.99	ADMIN FEE
			Total for check: 82420		4,374.87	
					129,697.31	

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ACCURATE	82421	8/15/2024	2409415	731-1022-541.30-18	92.35	SHOP SUPPLIES
		8/15/2024	2409500	731-1022-541.30-18	161.46	DUCT TAPE
	Total for check: 82421					253.81
AMAZON CAPITAL SERVICES	82422	8/15/2024	13KM-PPWV-LNG7	100-0801-521.30-15	104.76	NATIONAL NIGHT OUT SUPPLY
		8/15/2024	14JF-JX7G-C6P6	100-0801-521.30-15	47.18	NATIONAL NIGHT OUT SUPPLY
		8/15/2024	14K9-QYF7-6HPG	824-0807-521.30-15	71.98	K-9 (KODA) FOOD
		8/15/2024	14PW-CPVY-J41V	100-0704-552.30-10	307.45	POOL SUPPLIES
		8/15/2024	1GRF-634W-CRL3	100-0801-521.19-02	99.26	E17 UNIFORM ALLOWANCE
		8/15/2024	1XHP-KWX1-DVCW	100-0801-521.30-15	87.12	RANGE SUPPLIES
Total for check: 82422					717.75	
APPLETON SCHOOL DISTRICT	82423	8/15/2024	TAXES	100-0000-203.05-00	233,458.16	TAX COLLECTION
	Total for check: 82423					233,458.16
CITY OF APPLETON	82424	8/15/2024	14774	100-0918-531.21-06	500.00	EMERGENCY PLANNING CONTR.
	Total for check: 82424					500.00
BADGER LABORATORIES INC	82425	8/15/2024	24-013356	601-1020-543.21-02	1,113.50	GUNDERSONS G1 PROJECT #24013356
	Total for check: 82425					1,113.50
BEACON ATHLETICS LLC	82426	8/15/2024	0597350-IN	100-0703-553.30-15	640.00	FIELD LINE MACHINE
	Total for check: 82426					640.00
BERGSTROM FORD LINCOLN	82427	8/15/2024	97417	731-1022-541.38-04	624.00	SOCKET AND WIRE
		8/15/2024	97604	731-1022-541.38-03	79.20	BOLTS
	Total for check: 82427					703.20

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BERGSTROM PIONEER AUTO &	82428	8/15/2024	00010011756	100-0801-521.80-03	1,230.34	2024 FORD EXPLORER
	Total for check: 82428					1,230.34
BEST ENTERPRISES LLC	82429	8/15/2024	28742	100-0000-123.00-00	500.00	WHITING FENCE AUGUST
	Total for check: 82429					500.00
BROOKS TRACTOR	82430	8/15/2024	D24822	731-1022-541.38-03	46.14	OIL, SENSOR, ORING
		8/15/2024	D24850	731-1022-541.38-03	356.53	WATER PUMP & SUPPLIES
	Total for check: 82430					402.67
CALNIN & GOSS INC	82431	8/15/2024	2024-06	470-0000-201.04-00	(13,770.80)	PAYMENT #1 UTILITY & STREET CONST.
				470-1003-541.82-02	51,843.83	PAYMENT #1 UTILITY & STREET CONST.
				470-1009-541.82-02	3,641.90	PAYMENT #1 UTILITY & STREET CONST.
				601-0000-194.00-00	18,098.74	PAYMENT #1 UTILITY & STREET CONST.
				625-0000-194.00-00	201,831.62	PAYMENT #1 UTILITY & STREET CONST.
	Total for check: 82431					261,645.29
CALUMET COUNTY TREASURER	82432	8/15/2024	PROP TAX STTLEM	100-0000-121.01-00	(32,622.67)	PROPERTY TAX SETTLEMENT
				100-0000-203.01-00	170,233.93	PROPERTY TAX SETTLEMENT
	Total for check: 82432					137,611.26
CARRICO AQUATIC RESOURCES INC	82433	8/15/2024	20245113	100-0704-552.30-18	1,483.75	FECAL INCIDENT
	Total for check: 82433					1,483.75
CINTAS	82434	8/15/2024	4201484101	731-1022-541.20-01	153.57	UNIFORMS
		8/15/2024	4201489299	100-0601-551.24-03	35.00	SOAP/MATS/TISSUE
		8/15/2024	4201489306	100-0801-521.24-03	50.25	SOAP/MATS/TISSUE
				100-0801-521.30-13	227.95	SOAP/MATS/TISSUE
	Total for check: 82434					466.77

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COMPLETE OFFICE OF WISCONSIN	82435	8/15/2024	754494	100-0401-513.30-10	56.99	OFFICE SUPPLIES
				100-1001-514.30-10	425.90	PAPER
	8/15/2024	755525	731-1022-541.30-10	57.24	OFFICE SUPPLIES	
	8/15/2024	757097	100-0801-521.30-10	127.77	PAPER	
Total for check: 82435					667.90	
CRESCENT ELECTRIC SUPPLY COMPANY	82436	8/15/2024	S512486411.001	100-1012-541.24-04	493.57	COOPER SIDE SHIELD
		8/15/2024	S512544402.002	255-0703-553.82-02	734.15	SOCIAL SPACE ELECTRICAL
		8/15/2024	S512573610.001	255-0703-553.82-02	445.92	SOCIAL SPACE ELECTRICAL
Total for check: 82436					1,673.64	
EMERGENCY LIGHTING & ELECTRONICS	82437	8/15/2024	220952	100-0801-521.29-04	572.38	VEHICLE ACCESSORIES
		8/15/2024	220953	100-0801-521.29-04	1,604.94	VEHICLE ACCESSORIES
Total for check: 82437					2,177.32	
ENVISIONINK PRINTING SOLUTIONS	82438	8/15/2024	244222	826-0702-552.29-03	45.00	GRUNSKI POSTERS
		Total for check: 82438				
FACTORY MOTOR PARTS CO	82439	8/15/2024	18-2225730	731-1022-541.30-18	199.80	BRAKE CLEANER
		8/15/2024	18-2226377	731-1022-541.38-03	30.03	WIPER BLADES & LUBE FLTR
		8/15/2024	18-2226642	731-1022-541.38-03	690.74	BRAKE SERVICE
		8/15/2024	50-5491698	731-1022-541.38-03	104.71	BATTERY
Total for check: 82439					1,025.28	
FARRELL EQUIPMENT & SUPPLY CO INC	82440	8/15/2024	160537	255-0703-553.82-02	1,282.48	REBAR FOR CONCRETE SOCIAL SPACE
		Total for check: 82440				
FASTSIGNS OF APPLETON	82441	8/15/2024	APP-166095	100-0304-562.30-10	198.75	ADA ROOM SIGN
		Total for check: 82441				

AP Check Register

Check Date: 8/15/2024

<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>
FERNAU'S GREENHOUSE INC	82442	8/15/2024	260	100-0703-553.30-18	249.50	FLOWERS/SMITH PARK
			Total for check: 82442		249.50	
FERRELLGAS	82443	8/15/2024	1127301461	731-1022-541.30-18	177.74	PROPANE
			Total for check: 82443		177.74	
FOX CROSSING UTILITIES	82444	8/15/2024	127-36488	100-0701-533.22-06	447.81	206 NORTH STREET STORMWATER
		8/15/2024	127-65515	100-0701-533.22-06	39.78	STORMWATER
			Total for check: 82444		487.59	
FOX VALLEY TECHNICAL COLLEGE	82445	8/15/2024	TAXES	100-0000-203.04-00	201,365.44	TAX COLLECTION
			Total for check: 82445		201,365.44	
DAVID GRANADOS	82446	8/15/2024	TAX REFUND	100-0000-121.01-00	40.40	TAX REFUND
			Total for check: 82446		40.40	
GRIESBACH READY-MIX LLC	82447	8/15/2024	8267	255-0703-553.82-02	1,450.00	CONCRETE - JEFFERSON SOCIAL SPACE
			Total for check: 82447		1,450.00	
GUSTMAN CHEVROLET SALES INC	82448	8/15/2024	66590	731-1022-541.38-04	128.25	LATCH
			Total for check: 82448		128.25	
HARRISON UTILITIES	82449	8/15/2024	001-0220-00	100-0703-553.22-05	97.68	2170 PLANK RD
			Total for check: 82449		97.68	
SHEILA HASSEL	82450	8/15/2024	REFUND	100-0000-441.25-00	40.00	REFUND FOR CAMP CHAMPS
			Total for check: 82450		40.00	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
DONALD HIETPAS & SONS INC	82451	8/15/2024	30" CASING PIPE	625-0000-194.00-00	29,487.25	30" CASING PIPE FOR RR CR	
			Total for check: 82451		29,487.25		
JANKE GENERAL CONTRACTORS	82452	8/15/2024	PAYMENT #1	257-0000-201.04-00	(12,008.75)	WATER ST CORRIDOR	PAYMENT #1
				257-1003-541.82-02	240,175.00	WATER ST CORRIDOR	PAYMENT #1
		8/15/2024	PAYMENT #2	257-0000-201.04-00	(19,876.90)	WATER ST CORRIDOR	PAYMENT #2
				257-1003-541.82-02	397,538.00	WATER ST CORRIDOR	PAYMENT #2
			Total for check: 82452		605,827.35		
JEWELL ASSOCIATES ENGINEERS INC	82453	8/15/2024	16505	470-1003-541.82-02	7,356.25	RACINE ST 3RD TO 9TH	REAL ESTATE ACQUISITIONS
			Total for check: 82453		7,356.25		
JX ENTERPRISES INC	82454	8/15/2024	24116368P	731-1022-541.38-03	214.67	SENSOR	
			Total for check: 82454		214.67		
KL ENGINEERING INC	82455	8/15/2024	20240786	470-0703-553.80-05	6,494.73	HIGHCLIFF FEASIBILITY	
			Total for check: 82455		6,494.73		
KLINK HYDRAULICS LLC	82456	8/15/2024	39863	731-1022-541.38-03	133.62	PARTS	
			Total for check: 82456		133.62		
KNJ PAINTING	82457	8/15/2024	1161	255-0703-553.82-02	1,500.00	SOCIAL SPACE STAGE	ROOF DECKING CLEAR COAT
			Total for check: 82457		1,500.00		
KWIK TRIP INC	82458	8/15/2024	00244691	100-0801-521.38-01	77.76	GASOLINE	
			Total for check: 82458		77.76		

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
PHILIP LASEE DBA LASEE CONSTRUCTION	82459	8/15/2024	1132	204-0308-562.70-01	9,970.00	MR-2024-02	931 LONDON ST
Total for check: 82459					9,970.00		
LEVENHAGEN OIL CORPORATION	82460	8/15/2024	079742A-IN	100-0000-131.00-00	21,509.03	UNLEAD & DIESEL	
		8/15/2024	110073	207-0707-552.38-01	7,095.90	GASOLINE MARINA	
		8/15/2024	110130	207-0707-552.38-01	2,421.30	GASOLINE MARINA	
		8/15/2024	110172	207-0707-552.38-01	5,188.50	GASOLINE MARINA	
Total for check: 82460					36,214.73		
FRED LITJENS	82461	8/15/2024	REFUND	100-0000-201.14-00	1,510.00	CANCELLED MACKINAC TRIP	
Total for check: 82461					1,510.00		
MATTHEWS TIRE & SERVICE CENTER	82462	8/15/2024	92980	731-1022-541.38-04	198.00	FIX TIRE	
		8/15/2024	92987	731-1022-541.38-02	218.97	TIRES	
		8/15/2024	93028	731-1022-541.38-02	72.28	FIX TIRE	
Total for check: 82462					489.25		
MENARDS-APPLETON EAST	82463	8/15/2024	60727	255-0703-553.82-02	309.57	SOCIAL SPACE	CONCRETE FORM WOOD
		8/15/2024	61385	255-0703-553.82-02	253.08	SOCIAL SPACE	LIGHTING MATERIAL
		8/15/2024	61394	731-1022-541.38-03	8.32	SHOP SUPPLIES	
Total for check: 82463					570.97		
MENASHA ATHLETIC ASSOCIATION	82464	8/15/2024	COM FEST	100-0703-553.20-09	1,075.00	CFEST PORT A POTTIES	
Total for check: 82464					1,075.00		
MENASHA JOINT SCHOOL DISTRICT	82465	8/15/2024	MOBILE HOME	100-0000-412.00-00	4,844.13	MOBILE HOME PERMIT FEE AUGUST 2024	
		8/15/2024	TAXES	100-0000-203.03-00	2,492,890.89	TAX COLLECTION	
Total for check: 82465					2,497,735.02		
MENASHA NEENAH MUNICIPAL COURT	82466	8/15/2024	REPORT #24-0045	100-0000-201.03-00	148.80	REPORT # 24-0045	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MENASHA NEENAH MUNICIPAL COURT...	82466...	8/15/2024	REPORT #24-0101	100-0000-201.03-00	237.00	REPORT #24-0101
		8/15/2024	REPORT #24-1793	100-0000-201.03-00	237.00	REPORT # 24-1793
Total for check: 82466					622.80	
MENASHA UTILITIES	82467	8/15/2024	MENASHA UTILITY	100-0000-123.00-00	1,411.61	6/28/24 - 7/31/24 - ELEC
					194.80	6/28/24 - 7/31/24 - WATER
					130.78	6/28/24 - 7/31/24 - STORM
					8.18	6/28/24 - 7/31/24 - ELEC
					11.17	6/28/24 - 7/31/24 - ELEC
					11.34	6/28/24 - 7/31/24 - ELEC
					16.70	6/28/24 - 7/31/24 - ELEC
					9.79	6/28/24 - 7/31/24 - STORM
					3,161.65	6/28/24 - 7/31/24 - ELEC
					540.57	6/28/24 - 7/31/24 - WATER
					303.28	6/28/24 - 7/31/24 - STORM
					3,902.15	6/28/24 - 7/31/24 - ELEC
					2,404.66	6/28/24 - 7/31/24 - WATER
					1,854.53	6/28/24 - 7/31/24 - STORM
					5,994.06	6/28/24 - 7/31/24 - ELEC
					1,991.53	6/28/24 - 7/31/24 - ELEC
					269.02	6/28/24 - 7/31/24 - WATER
					180.60	6/28/24 - 7/31/24 - WATER
					364.37	6/28/24 - 7/31/24 - ELEC
					327.84	6/28/24 - 7/31/24 - WATER
					36.94	6/28/24 - 7/31/24 - ELEC
					464.25	6/28/24 - 7/31/24 - ELEC
					561.40	6/28/24 - 7/31/24 - ELEC
					20.46	6/28/24 - 7/31/24 - ELEC
					16.05	6/28/24 - 7/31/24 - STORM
					20.60	6/28/24 - 7/31/24 - ELEC
					1,992.14	6/28/24 - 7/31/24 - ELEC
	30.68	6/28/24 - 7/31/24 - WATER				
	28.19	6/28/24 - 7/31/24 - STORM				

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description		
MENASHA UTILITIES...	82467...	8/15/2024...	MENASHA UTILITY...	501-0304-562.22-03	223.06	6/28/24 - 7/31/24 - ELEC		
				501-0304-562.22-05	33.36	6/28/24 - 7/31/24 - WATER		
				501-0304-562.22-06	51.76	6/28/24 - 7/31/24 - STORM		
				601-1020-543.22-03	311.88	6/28/24 - 7/31/24 - ELEC		
				731-1022-541.22-03	776.94	6/28/24 - 7/31/24 - ELEC		
				731-1022-541.22-05	1,171.97	6/28/24 - 7/31/24 - WATER		
				731-1022-541.22-06	743.79	6/28/24 - 7/31/24 - STORM		
				Total for check: 82467				
MIDWEST PLAYSCAPES INC	82468	8/15/2024	10693	100-0703-553.30-18	124.32	TUBE ON CHATTERBOX		
				Total for check: 82468				124.32
N&M AUTO SUPPLY	82469	8/15/2024	821360	731-1022-541.30-18	46.00	ROPE SPOOL		
				Total for check: 82469				46.00
NEENAH MAIN AUTO BODY INC	82470	8/15/2024	24-2799	100-0801-521.29-04	60.00	TOW FEE		
				Total for check: 82470				60.00
NEENAH-MENASHA SEWERAGE COMMISSION	82471	8/15/2024	2024-227	601-1021-543.25-01	77,368.41	AUGUST WASTEWATER		
				8/15/2024	2024-233	601-1021-543.25-01	3,231.00	AUGUST CWF INT
							13,295.00	AUGUST CWF DEBT
							600.00	AUG STOR INT
							3,231.00	AUG STOR DEBT
Total for check: 82471				97,725.41				
NUTRITION SERVICE - SHERWOOD	82472	8/15/2024	00143671	100-0703-553.30-18	419.94	ROUNDUP		
				Total for check: 82472				419.94

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
OLD DOMINION BRUSH	82473	8/15/2024	9107713	731-1022-541.38-03	239.69	GASKET EXHAUST DUCT & BOX
Total for check: 82473					239.69	
ANDREA OSKEY	82474	8/15/2024	MILEAGE	743-0403-513.33-01	21.31	MILAGE REFUND
Total for check: 82474					21.31	
PACKER CITY INTL TRUCKS INC	82475	8/15/2024	404559	741-0000-193.00-00	117,400.00	2025 INT. HV507
		8/15/2024	X103143155:01	731-1022-541.38-03	2,076.19	TURBOCHARGER
		8/15/2024	X103143338:01	731-1022-541.38-03	(4,806.22)	TURBOCHARGER CREDIT
		8/15/2024	X103143519:01	731-1022-541.38-03	141.87	AIR FILTER
		8/15/2024	X103143663:01	731-1022-541.38-03	48.20	FILTERS
		8/15/2024	X103143663:02	731-1022-541.38-03	25.26	FILTERS
		8/15/2024	X103143663:03	731-1022-541.38-03	7.44	FILTERS
		8/15/2024	X103143663:04	731-1022-541.38-03	72.06	FILTERS
		8/15/2024	X103143685:01	731-1022-541.38-04	44.98	MOTOR CONTROL
		8/15/2024	X103143883:01	731-1022-541.38-04	211.81	PARTS
Total for check: 82475					115,221.59	
POMP'S TIRE SERVICE INC	82476	8/15/2024	320155648	731-1022-541.38-02	280.00	TIRES
Total for check: 82476					280.00	
MEREDITH RATHE	82477	8/15/2024	REFUND	100-0000-441.25-00	11.00	REFUND FOR SOCCER
Total for check: 82477					11.00	
LIZ ROSIN	82478	8/15/2024	MILEAGE	100-0903-531.33-01	32.43	MILAGE
Total for check: 82478					32.43	
DIANE SCHABACH	82479	8/15/2024	761733	207-0707-552.21-06	13,500.00	3RD QUARTER 2024 AGREEMNT
Total for check: 82479					13,500.00	

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
LYNN SEARLES	82480	8/15/2024	REFUND	100-0000-201.12-00	214.00	BATTING/QUILTING SUPPLIES
			Total for check: 82480		214.00	
SECURIAN FINANCIAL GROUP INC	82481	8/15/2024	002832L	100-0000-204.07-00	3,602.11	LIFE INSURANCE SEPT
			Total for check: 82481		3,602.11	
SPEEDY CLEAN DRAIN & SEWER INC	82482	8/15/2024	83968	625-1010-541.21-02	630.00	1138 MORGAN TAYLOR CT
			Total for check: 82482		630.00	
STERICYCLE INC	82483	8/15/2024	8007996091	100-0801-521.30-10	77.99	PAPER SHRED
			Total for check: 82483		77.99	
JOSH STORMS	82484	8/15/2024	RENTAL REFUND	100-0000-201.08-00	1.43	SMITH PARK RENTAL REFUND
				100-0000-441.23-00	28.57	SMITH PARK RENTAL REFUND
			Total for check: 82484		30.00	
SUBURBAN WILDLIFE SOLUTIONS LLC	82485	8/15/2024	7249	625-1010-541.21-06	969.00	MUSKRAT REMOVALS
			Total for check: 82485		969.00	
THEDACARE AT WORK	82486	8/15/2024	357618	100-0202-512.21-05	324.00	DRUG TESTS
				100-0901-515.21-05	62.00	HEARING TEST
		8/15/2024	358140	100-0202-512.21-06	306.67	EAP CONTRACT
			Total for check: 82486		692.67	
THEDACARE LABORATORIES	82487	8/15/2024	12100529	100-0801-521.21-05	255.00	VENIPUNCTURES (6)
			Total for check: 82487		255.00	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
TLB WOOD PRODUCTS LLC	82488	8/15/2024	24-2993E	100-0703-553.30-18	2,283.50	PLAYGROUND
Total for check: 82488					2,283.50	
UNIFORM SHOPPE	82489	8/15/2024	347609	100-0801-521.19-02	89.95	PANTS
		8/15/2024	347622	100-0804-521.30-15	66.90	CSO SHIRTS
Total for check: 82489					156.85	
WE ENERGIES	82490	8/15/2024	5124213853	100-0703-553.22-03	36.29	MENASHA CONSERVANCY
		8/15/2024	5127192355	731-1022-541.22-03	61.72	PWF BUILDING
Total for check: 82490					98.01	
WISCONSIN DEPT OF JUSTICE	82491	8/15/2024	G3228	100-0202-512.21-06	7.00	GENERAL
		8/15/2024	L7107T	100-0801-521.21-06	7.00	GENERAL
Total for check: 82491					14.00	
WISCONSIN DEPT OF TRANSPORTATION	82492	8/15/2024	395-0000361982	470-1003-541.82-02	2,222.14	STH 114 PLANK RD DESIGN DESIGN ONLY
		8/15/2024	395-0000362022	470-1003-541.82-02	4,562.42	RACINE ST 3RD TO 9TH DESIGN ONLY
Total for check: 82492					6,784.56	
WISCONSIN POLICE LEADERSHIP FNDTN	82493	8/15/2024	11831	100-0801-521.34-02	650.00	2024 CONFERENCE REG. BERNA & GENNRICH
Total for check: 82493					650.00	
SHERYL WRAY	82494	8/15/2024	EXC. REFUND	100-0000-201.10-00	100.00	EXC. DEPOSIT REFUND
Total for check: 82494					100.00	
ALLYCE ZIMMER	82495	8/15/2024	REFUND	100-0000-201.08-00	7.14	RESERVATION REFUND

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ALLYCE ZIMMER...	82495...	8/15/2024...	REFUND...	100-0000-441.23-00	142.86	RESERVATION REFUND
			Total for check: 82495		<u>150.00</u>	
					<u>4,325,074.35</u>	

MEMORANDUM

Date: July 16, 2024
To: Common Council
From: Kaija Snyder, Deputy City Clerk
Subject: Application for Temporary Class “B” (Beer) / “Class B” (Wine) Retailer’s License for Fox Jazz Fest (Jazz Corner Society Inc.) (August 31, 2024, 10AM-7PM – September 1, 2024, 10AM-7PM)

A Temporary Class “B” / “Class B” Retailer’s License application was submitted by the Jazz Corner Society, Inc. for the upcoming Fox Jazz Fest event in Jefferson Park (915 Third Street).

This application meets Wisconsin State Statute requirements described in §125.26(6) and §125.51(10). Specifically, Jazz Corner Society, Inc. submitted an AB-220 Temporary Alcohol Beverage License application, an AB-101 Appointment of Agent form, and an AB-100 Individual Questionnaire forms for all organization officials. These materials are attached. Further, this application is submitted by a bona fide club (Jazz Corner Society, Inc.) extant for six (6) months before application submission. A valid certificate of insurance with limits of \$1,000,000 listing the City of Menasha as an additional insured was submitted.

Agent Aden Kouveras has completed a Department of Revenue approved Responsible Beverage Server course, holds a City of Menasha operator’s license, and passed a criminal background check by the Menasha Police Department.

The Parks and Recreation Board approved Fox Jazz Fest's use of Jefferson Park at their August 13, 2024 meeting.

The City Attorney, Menasha Police Chief, City Sanitarian, and Mayor have approved this license pursuant to Sec. 7-2-4(e)(3) of the municipal code.

Recommendation: Staff recommends approving the Application for a Temporary Class “B” / “Class B” Retailer’s License for Fox Jazz Fest (August 31, 2024, 10AM-7PM – September 1, 2024, 10AM-7PM).

License(s) Requested	Fees	
	<input checked="" type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees
	Background Check	\$
	Total Fees	\$

Part A: Organization Information

1. Organization Name
Jazz Corner Society Inc.

2. Organization Permanent Address
52 Cherry Court

3. City
Appleton

4. State
WI

5. Zip Code
54915

6. Mailing Address (if different from permanent address)

7. FEIN
39-1909647

8. Date of Organization/Incorporation
09/15/1998

9. State of Organization/Incorporation
Wisconsin

10. Phone
920-540-8984

11. Email
jazzcornersociety@gmail.com


12. Organization type (check one)
 Bona Fide Club Church Fair Association/Agricultural Society Veteran's Organization
 Lodge/Society Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.

13. Is this organization required to hold a Wisconsin Seller's permit? Yes No

14. Wisconsin Seller's Permit Number (if applicable)


Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.
Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
Harmon	Noah	co-director	
Harmon	Zach	co-director	
Harmon	John	president	
Kouveras	Caitlin	board member	
Kouveras	Aden	board member	
Galloway	Edwin	board member	

Continued →

Part C: Event Information			
1. Name of Event (if applicable) Fox Jazz Fest			
2. Dates of Operation 08/31 - 09/01		3. Hours of Operation 10am - 7pm	
4. Premises Address 989 Kargus Drive			
5. City Menasha		6. State WI	7. Zip Code 54952
8. County Winebago	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Menasha		10. Aldermanic District District 6
11. Organizer of Event (if not the named applicant) Noah Harmon		12. Email and/or Phone Number for Organizer of Event 920-540-8984	
13. Organizer Website FoxJazzFest.com		14. Event Website FoxJazzFest.com	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Jefferson Park Keg Trailer and Tent			

Part D: Attestation			
Who must sign this application? • one officer or director of the nonprofit organization			
<p>READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.</p>			
Last Name Harmon		First Name Noah	M.I. S
Title co-director	Email jazzcornersociety@gmail.com		Phone 9205408984
Signature 		Date 6/19/24	

Part E: For Clerk Use Only	
Date Application Was Filed With Clerk 6/18/2024	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

Alcohol Beverage Appointment of Agent

Agent Type <i>(check one)</i>	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name <i>(individual name if sole proprietor)</i> Jazz Corner Society Inc.	
2. Business Trade Name or DBA Fox Jazz Fest	
3. Entity Type <i>(check one)</i> <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization <i>(check one)</i> <input type="checkbox"/> Municipal Retail License <input checked="" type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

Part B: Agent Information			
1. Last Name Kouveras	2. First Name Aden	3. M.I. C	
4. Email [REDACTED]		5. Phone [REDACTED]	
6. Home Address [REDACTED]			
7. City [REDACTED]	8. State [REDACTED]	9. Zip Code [REDACTED]	10. Age [REDACTED]
11. Drivers License/State ID Number [REDACTED]		12. Drivers License/State ID State of Issuance WI	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> ? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Harmon		First Name Noah	M.I. S
Title co-director	Email jazzcornersociety@gmail.com		Phone 9205408984
Signature 		Date 6/19/24	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Kouveras		First Name Aden	M.I. C
Signature <i>Aden Kouveras</i>		Date 06/08/2024	

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information			
1. Legal Business Name (individual name if sole proprietor) Jazz Corner Society Inc.			
2. Business Trade Name or DBA Fox Jazz Fest			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input checked="" type="checkbox"/> Nonprofit Organization			

Part B: Individual Information					
1. Last Name Kouveras		2. First Name Aden		3. M.I. C	
4. Relationship to Business (Title) Board Member		5. Email [REDACTED]		6. Phone [REDACTED]	
7. Home Address [REDACTED]					
8. City [REDACTED]		9. State	10. Zip Code		11. Date of Birth [REDACTED]
12. Drivers License/State ID Number [REDACTED]			13. Drivers License/State ID State of Issuance WI		

Part C: Address History						
1. Do you currently reside in Wisconsin?					<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?					Years 1	Months 10
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.						
Previous Address 1		City		State	Zip Code	
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]	
Previous Address 2		City		State	Zip Code	
Previous Address 3		City		State	Zip Code	
Previous Address 4		City		State	Zip Code	
Previous Address 5		City		State	Zip Code	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.						
State	County		State	County		State
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]
State	County		State	County		State
[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]		[REDACTED]

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature	Date
<i>Aden Koweras</i>	06/08/2024

**CERTIFICATE OF INSURANCE ENDORSEMENT
SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP**

FACILITY OWNER: (Additional Insured)		PRODUCER:		Certificate #	40762																
City of Menasha 100 Main Street, Suite 200 Menasha, WI 54952		HUB International Insurance Services Inc. 3000 Executive Parkway, #300 San Ramon, Ca 94583 PH: 925 609 6500 FX: 925 609 6550 specialevent@hubinternational.com		CA License #0757776																	
EVENT HOLDER: (Named Insured)		EVENT INFORMATION																			
Jazz Corner Society, Inc. 52 Cherry Court Appleton, WI 54915		TYPE OF EVENT:	Music Festival																		
		EVENT DATE(S):	8/30/2024 - 9/02/2024																		
		EVENT LOCATION:	Jefferson Park, 915 Third Street, Menasha, WI 54952																		
		ATTENDANCE:	2,000	CLASS:	II																
This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. 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.																					
This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus lines coverage pursuant to s.618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes requires payment by the policyholder of 3% tax on gross premium.																					
INSURER A:		COLONY INSURANCE COMPANY																			
INSR LTR	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits																
A	Commercial General Liability	103 GL 0021111	1/1/2024	1/1/2025	<table border="1"> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal & Advertising Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Products/Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Damage to Premises Rented to You</td> <td>\$1,000,000</td> </tr> <tr> <td>Medical Payments</td> <td>\$5,000</td> </tr> <tr> <td>Liquor Liability Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Liquor Liability Aggregate</td> <td></td> </tr> </table>	Each Occurrence	\$1,000,000	General Aggregate	\$2,000,000	Personal & Advertising Injury	\$1,000,000	Products/Completed Operations Aggregate	\$2,000,000	Damage to Premises Rented to You	\$1,000,000	Medical Payments	\$5,000	Liquor Liability Each Occurrence	\$1,000,000	Liquor Liability Aggregate	
Each Occurrence	\$1,000,000																				
General Aggregate	\$2,000,000																				
Personal & Advertising Injury	\$1,000,000																				
Products/Completed Operations Aggregate	\$2,000,000																				
Damage to Premises Rented to You	\$1,000,000																				
Medical Payments	\$5,000																				
Liquor Liability Each Occurrence	\$1,000,000																				
Liquor Liability Aggregate																					
COVERAGE TERMS:																					
Occurrence Form (CG 0010) Host Liquor Liability <u>Included</u> . Full Liquor Liability Included <u>when a separate premium has been charged</u> .		The coverage afforded by this insurance is primary and non-contributing with any insurance held by the "Additional Insured" as Named Insured, when the "Additional Insured" is shown on this Certificate of Insurance Endorsement as "Additional Insured" or WHEN REQUIRED BY WRITTEN CONTRACT.																			
COVERAGE EXCLUSIONS: (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS)																					
-- Communicable Diseases -- Sexual Abuse & Molestation -- Terrorism		Specific Events are excluded from coverage. Please see second page for list of excluded events. On behalf of the Risk Purchasing Group and each Member, the Trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA).																			
OTHER ADDITIONAL INSURED:																					
Fox Pop, 228 E 2nd Street, Kaukauna, WI 54130		Los Jaripeos, 715 N Main St, Oshkosh, WI 54901																			
Neenah Lion's Club, 312 W Northland Ave, Appleton, WI 54911																					
Caribbean Taste, 1025 N Badger Ave, Appleton, WI 54914																					
CANCELLATION: Should the above described policy(s) be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.																					
AUTHORIZED REPRESENTATIVE:				DATE ISSUED:	6/25/2024																

Second Page of Certificate

Certificate #

40762

SPECIFIC EVENT POLICY EXCLUSIONS

The following types of events are specifically excluded and no coverage for them exists under the policy(ies) listed on the front page of this Certificate of Insurance:

Aircraft / Aviation

All Terrain Boarding

Ballooning / Balloon Rides

Base Jumping

Bouldering

Boxing, Wrestling

Bungee Jumping

Carnival Rides

Circuses

Concerts over 6 hours in music length

Contact Karate / Martial Arts

Contact Sports

Diving

Football (except passing camps with no contact drills)

Hang Gliding

Hockey

Jousting

Kayaking, Rafting or Canoeing in greater than Class 3 rapids

Lacrosse / Rugby

Mechanical Amusement Rides or Services and Gyroscope Rides

Motorized Sporting Equipment

Mosh Pits

Mountain Biking

Power Boat Racing

Professional Sporting Activity; Games, Races, Contests of a professional nature

Pyrotechnics / Explosives

Rap or Heavy Metal Concerts

Raves

Rock Climbing

Rodeo / Roping Events (includes practice)

Scuba Diving

Tractor / Truck Pulls

Ziplines / Ziplining

MEMORANDUM

Date: August 12, 2024
To: Common Council
From: Kaija Snyder, City Clerk
Subject: Application for Temporary Class “B” (Beer) License for Grunski Runski (Menasha Wrestling Club)

A Temporary Class “B” Retailer’s License application was submitted by Menasha Wrestling Club for upcoming special event Grunski Runski. This event is scheduled for Saturday September 28, 2024, from 8:30 AM to 11:30 AM at Curtis Reed Square.

This application meets Wisconsin State Statute requirements described in §125.26 (6) and §125.51(10). Specifically, Menasha Wrestling Club submitted an AB-220 Temporary Alcohol Beverage License application, an AB-101 Appointment of Agent form, and an AB-100 Individual Questionnaire forms for all organization officials. These materials are attached. Further, this application is submitted by a bona fide club (Menasha Wrestling Club) extant for six (6) months before application submission. A Certificate of Insurance with limits of \$1,000,000 and listing the City of Menasha as additional insured was also submitted.

Agent Darin Schoening has completed a Department of Revenue approved Responsible Beverage Server course, holds a City of Menasha operator’s license, and passed a criminal background check by the Menasha Police Department.

The Mayor, City Attorney, Menasha Police Chief, and City Sanitarian have approved this event.

Staff recommends approving the Application for a Temporary Class “B” Retailer’s License – Grunski Runski; September 28, 2024 from 8:30 AM to 11:30 AM at Curtis Reed Square; Menasha Wrestling Club

Temporary Alcohol Beverage License

Municipality

License(s) Requested	Fees	
	<input type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees
	Background Check	\$
	Total Fees	\$ 10.00

Part A: Organization Information

1. Organization Name: Menasha Wrestling Club

2. Organization Permanent Address: 470 7th St

3. City: Menasha 4. State: WI 5. Zip Code: 54952

6. Mailing Address (if different from permanent address):

7. FEIN: 39-1651814 8. Date of Organization/Incorporation: 7-25-1994 9. State of Organization/Incorporation: WI

10. Phone: 920-540-5273 11. Email: [REDACTED]

12. Organization type (check one):
 Bona Fide Club Church Fair Association/Agricultural Society Veteran's Organization
 Lodge/Society Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.

13. Is this organization required to hold a Wisconsin Seller's permit? Yes No

14. Wisconsin Seller's Permit Number (if applicable):

Part B: Individual Information


List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.
 Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
Peterson	Jaimie	President	[REDACTED]
Quick	Ryan	Vice Pres.	
B. Waldinger	Christin	Secretary	
Reinders	Steve	Treasurer	
Schoening	Darin	Ad Hoc Member	

Continued →

Part C: Event Information			
1. Name of Event (if applicable) Gruanski Runski			
2. Dates of Operation September 28th 2024		3. Hours of Operation 8:30-11:30	
4. Premises Address Curtis Reed Square			
5. City Menasha		6. State WI	7. Zip Code 54952
8. County Winnebago	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Menasha		10. Aldermanic District
11. Organizer of Event (if not the named applicant) Elizabeth Landt		12. Email and/or Phone Number for Organizer of Event [REDACTED]	
13. Organizer Website		14. Event Website www.menashawis.gov/departments/parks_recreation	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Curtis Reed Square event start/finish			

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gruanski:
php

Part D: Attestation			
Who must sign this application? • one officer or director of the nonprofit organization			
<p>READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.</p>			
Last Name Schoening	First Name Darin	M.I. T	
Title Ad Hoc Board Member	Email dschoeni@hotmail.com	Phone 920-422-2252	
Signature 		Date 08-02-2024	

Part E: For Clerk Use Only	
Date Application Was Filed With Clerk	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)

- Original (no fee) Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Menasha Wrestling Club

2. Business Trade Name or DBA

3. Entity Type (check one)

- Limited Liability Company Corporation Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- Municipal Retail License State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name

Schoening

2. First Name

Darin

3. M/F

M

4. Email

[Redacted]

5. Phone

[Redacted]

6. Home Address

[Redacted]

7. City

Kimberly

8. State

WI

9. Zip Code

54131

10. Age

58

11. Drivers License/State ID Number

[Redacted]

12. Drivers License/State ID State of Issuance

WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Yes No
Submit proof of completion.
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? Yes No
Submit a completed Form AB-100 with this form.
3. Have you been a Wisconsin resident for at least 90 continuous days? Yes No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	Schoenig	First Name	Darin	M.I.	T
Title	Ad Hoc Board Member	Email	[REDACTED]	Phone	[REDACTED]
Signature	[Signature]			Date	05-02-2024

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	Schoenig	First Name	Darin	M.I.	F
Signature	[Signature]			Date	05-02-2024

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) <i>Menasha Wrestling Club</i>	
2. Business Trade Name or DBA	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Nonprofit Organization	

Part B: Individual Information			
1. Last Name <i>Schoening</i>	2. First Name <i>Darin</i>	3. M.I. <i>T</i>	
4. Relationship to Business (Title)	5. Email	6. Phone	
7. Home Address			
8. City <i>Kimberly</i>	9. State <i>WI</i>	10. Zip Code <i>54136</i>	11. Date of Birth
12. Drivers License/State ID Number		13. Drivers License/State ID State of Issuance <i>WI</i>	

Part C: Address History							
1. Do you currently reside in Wisconsin?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?			<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Years</td> <td style="width: 50%; text-align: center;">Months</td> </tr> <tr> <td style="text-align: center;"><i>58</i></td> <td style="text-align: center;"><i>5</i></td> </tr> </table>	Years	Months	<i>58</i>	<i>5</i>
Years	Months						
<i>58</i>	<i>5</i>						
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1	City <i>Appleton</i>	State <i>WI</i>	Zip Code <i>54911</i>				
Previous Address 2	City <i>Neesah</i>	State <i>WI</i>	Zip Code <i>54951</i>				
Previous Address 3	City	State	Zip Code				
Previous Address 4	City	State	Zip Code				
Previous Address 5	City	State	Zip Code				
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No
 If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature  Date 8-02-2024



PO Box 819
 Appleton, WI 54912-0819
 (920) 739-3161

SECURA Insurance Company
COMMERCIAL PROTECTION POLICY
Commercial General Liability Coverage Part
 RENEWAL DECLARATIONS

POLICY NO. 20-CP-003263834-14
RENEWAL OF 20-CP-003263834-13

ACCOUNT NUMBER: 7347459

NAMED INSURED AND MAILING ADDRESS

MENASHA WRESTLING CLUB INC
 1358 SOUTHFIELD DR
 MENASHA, WI 54952

AGENCY AND MAILING ADDRESS

483102

MC CLONE AGENCY INC
 150 MAIN ST #300
 PO BOX 389
 MENASHA, WI 54952-0389

 (920) 725-3232

POLICY PERIOD: FROM 02/24/2024 TO 02/24/2025 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE		
GENERAL AGGREGATE LIMIT	\$2,000,000	
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000	
PERSONAL INJURY & ADVERTISING INJURY LIMIT	\$1,000,000	
EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$100,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$10,000	ANY ONE PERSON

LIQUOR LIABILITY COVERAGE

LIMITS OF INSURANCE	
EACH COMMON CAUSE LIMIT	\$1,000,000
AGGREGATE LIMIT	\$2,000,000

ALL PREMISES YOU OWN, RENT OR OCCUPY:

LOC	ADDRESS
1	420 7th St, Menasha, WI 54952



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2024

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 The McClone Agency, Inc. PO Box 389 Menasha WI 54952	CONTACT NAME Certificate Department	
	PHONE (A/C, No. Exl): 800-236-1034	FAX (A/C, No): 920-725-3233
E-MAIL ADDRESS: certificate@mcclone.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: SECURA Insurance Company		22543
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1734751023 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	TYPE OF INSURANCE	TADOL SUBR (INSR, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	CP3263834	2/24/2024	2/24/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPROP AGG	\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Liquor Liability		CP3263834	2/24/2024	2/24/2025	Each Common Cause Aggregate Limit	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Menasha is Additional Insured with respect to General Liability.

CERTIFICATE HOLDER City of Menasha 100 Main Street, Suite 200 Menasha WI 54952	CANCELLATION 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 
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MEMORANDUM

Date: August 12, 2024
To: Common Council
From: Kaija Snyder, City Clerk
Subject: New Liquor License: DolGen Corp, LLC., d/b/a Dollar General Store #13175 (1135 Appleton Road), August 20, 2024 – June 30, 2025

Dollar General Store #13175 submitted a new application for a Class “A” (beer) and “Class A” (liquor) license. Dollar General is required to complete a new application due to missing the 2024 renewal deadline.

According to Sec. 7-2-8 of Menasha’s Municipal Code, Dollar General has been inspected and approved by the Health Department, Building Inspection Office, and Fire Department. Verification of these approvals is attached.

Other compliance requirements have also been met. Specifically, the property has no outstanding zoning or code violations, and is in good standing with the Menasha Finance Department. The Menasha Police Department facilitated and approved criminal background checks for agent John Greene and other organization officials. Agent John Greene has additionally submitted proof of a successfully completed Responsible Beverage Server training.

Recommendation: Staff recommends approving Dollar General Store #13175’s Class “A” and “Class A” Alcohol License application for the August 20, 2024 – June 30, 2025 licensing period.

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Class "A" Beer.....\$ <u>225</u> | <input type="checkbox"/> Class "B" Beer.....\$ _____ |
| <input checked="" type="checkbox"/> "Class A" Liquor....\$ <u>350</u> | <input type="checkbox"/> "Class B" Liquor.....\$ _____ |
| <input type="checkbox"/> "Class A" Liquor (cider only) \$ _____ | <input type="checkbox"/> Reserve "Class B" Liquor \$ _____ |
| <input type="checkbox"/> "Class C" Liquor (wine only) \$ _____ | |

Fees	
License Fees	\$ 575
Background Check Fee	\$
Publication Fee	\$ \$25.00
Total Fees	\$ \$600.00

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) <u>DOLGENCORP, LLC</u>			
2. Business Trade Name or DBA <u>DOLLAR GENERAL STORE # 13175</u>			
3. FEIN <u>61-0852764</u>		4. Wisconsin Seller's Permit Number <u>456-0000208845-05</u>	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization <u>TENNESSEE</u>		7. Date of Organization <u>10/9/2008</u>	8. Wisconsin DFI Registration Number
9. Premises Address <u>1135 APPLETON RD</u>			
10. City <u>MENASHA</u>		11. State <u>WI</u>	12. Zip Code <u>54952-1905</u>
13. County <u>WINNEBAGO</u>		14. Governing Municipality: <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>MENASHA</u>	15. Aldermanic District
16. Premises Phone <u>9203831940</u>		17. Premises Email <u>tax-beerandwinlicense@dollargeneral.com</u>	18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>8248 SQ FT Stand Alone building consisting of sales area and stockroom.</u>			
20. Mailing Address (if different from premises address) <u>100 MISSION RIDGE, ATTN: TAX DEPT</u>			
21. City <u>GOODLETTSVILLE</u>		22. State <u>TN</u>	23. Zip Code <u>37072</u>

Part B: Questions			
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.			
Law/Ordinance Violated		Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated		Location	Trial Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. Yes No
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? Yes No
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity DOLLAR GENERAL CORPORATION 4b. Business Entity FEIN 61-0502302

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
BRINING	ZACHARY	LLC MANAGER	[REDACTED]
TAYLOR	EMILY	LLC MANAGER	
GREENE	JOHN	AGENT	

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name TAYLOR	First Name EMILY	M.I. C
Title LLC MANAGER	Email [REDACTED]	Phone [REDACTED]
Signature		Date 4/23/2024

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)

- Original (no fee) Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (Individual name if sole proprietor)

DOLGENCORP, LLC

2. Business Trade Name or DBA

DOLLAR GENERAL STORE # 13175

3. Entity Type (check one)

- Limited Liability Company Corporation Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- Municipal Retail License State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

N/A

6. Describe the reason for appointing a successor agent, if successor is checked above.

CHANGE OF MANAGER

Part B: Agent Information

1. Last Name

GREENE

2. First Name

JOHN

3. M.I.

4. Email

JGREENE@DG.COM

5. Phone

(615) 795-8868

6. Home Address

[REDACTED]

7. City

[REDACTED]

8. State

[REDACTED]

9. Zip Code

[REDACTED]

10. Age

[REDACTED]

11. Drivers License/State ID Number

[REDACTED]

12. Drivers License/State ID State of issuance

WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Yes No
Submit proof of completion.

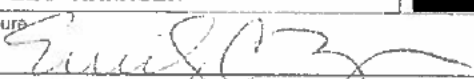
2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*? Yes No
Submit a completed Form AB-100 with this form.

3. Have you been a Wisconsin resident for at least 90 continuous days? Yes No
See instructions for exceptions:

Continued →

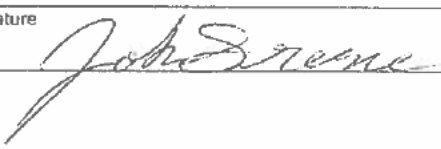
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name TAYLOR		First Name EMILY	M.I. C
Title CFO/LLC MANAGER	Email [REDACTED]	Phone [REDACTED]	
Signature 		Date 4/22/24	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Greene		First Name John	M.I. E
Signature 		Date 4-11-24	



CERTIFICATE OF COMPLETION

This certifies that

John Eric Greene

is awarded this certificate for

Wisconsin Responsible Beverage Server Training



Completion Date
04/24/2024



Expiration Date
04/24/2026



Certificate #
WI-00624288

Official Signature

This certificate is non-transferable and represents the successful completion of an approved

Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) DOLGENCORP, LLC	
2. Business Trade Name or DBA DOLLAR GENERAL STORE # 13175	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information			
1. Last Name GREENE	2. First Name JOHN	3. M.I.	
4. Relationship to Business (Title) DISTRICT MANAGER	5. Email	6. Phone	
7. Home Address			
8. City KRAKOW	9. State WI	10. Zip Code 54137	11. Date of Birth
12. Drivers License/State ID Number		13. Drivers License/State ID State of Issuance	

Part C: Address History			
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?			Years Months
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1	City	State	Zip Code
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State	County	State	County
State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No
 If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No
 If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature  Date 4-15-21

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.


Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) DOLGENCORP, LLC	
2. Business Trade Name or DBA DOLLAR GENERAL STORE # 13175	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information					
1. Last Name BRINING		2. First Name ZACHARY		3. M.I. J	
4. Relationship to Business (Title) CEO, LLC MANAGER		5. Email [REDACTED]		6. Phone [REDACTED]	
7. Home Address [REDACTED]					
8. City [REDACTED]		9. State	10. Zip Code		11. Date of Birth
12. Drivers License/State ID Number [REDACTED]		13. Drivers License/State ID State of Issuance [REDACTED]			

Part C: Address History							
1. Do you currently reside in Wisconsin? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?						Years	Months
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1		City		State		Zip Code	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
Previous Address 2		City		State		Zip Code	
Previous Address 3		City		State		Zip Code	
Previous Address 4		City		State		Zip Code	
Previous Address 5		City		State		Zip Code	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State IL	County	State TN	County	State MN	County	State	County
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature	
Date	4/5/2024

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.


Part A: Business Information			
1. Legal Business Name (individual name if sole proprietor) DOLGENCORP, LLC			
2. Business Trade Name or DBA DOLLAR GENERAL STORE # 13175			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input type="checkbox"/> Nonprofit Organization			

Part B: Individual Information					
1. Last Name TAYLOR		2. First Name EMILY		3. M.I. C	
4. Relationship to Business (Title) CEO, LLC MANAGER		5. Email [REDACTED]		6. Phone [REDACTED]	
7. Home Address [REDACTED]					
8. City [REDACTED]		9. State	10. Zip Code		11. Date of Birth [REDACTED]
12. Drivers License/State ID Number [REDACTED]			13. Drivers License/State ID State of Issuance [REDACTED]		

Part C: Address History								
1. Do you currently reside in Wisconsin? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?							Years	Months
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.								
Previous Address 1		City		State TN		Zip Code		
Previous Address 2		City		State		Zip Code		
Previous Address 3		City		State		Zip Code		
Previous Address 4		City		State		Zip Code		
Previous Address 5		City		State		Zip Code		
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.								
State TN	County	State	County	State	County	State	County	
State	County	State	County	State	County	State	County	

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date 4/5/2024



Original Liquor License Inspections & Compliance Report

City of Menasha - Office of the City Clerk, 100 Main Street Suite 200, Menasha, WI 54952

BUSINESS ENTITY (d/b/a): Dollar General

INSPECTED PREMISES (PROPERTY ADDRESS): 1135 Appleton Road

OWNER: Gina LaVache, Agent

HEALTH INSPECTION

I, **TODD DREW**, of the **CITY OF MENASHA'S HEALTH DEPARTMENT**, inspected the above premises and can confirm, upon my inspection, the premises does indeed conform to the sanitary, safety and health requirements, and the regulations of the State Board of Health and the local Board of Health as applicable to restaurants, as required in Sec. 7-2-9 of the City of Menasha's Municipal Code.

The above premises can be conditionally approved for its liquor license upon the understanding the following deficiencies noted below will be remedied within sixty (60) days of license issuance and verified via a follow-up inspection; an accompanying inspection report may be provided.

X  _____ Date: 7/5/24

COMMERCIAL BUILDING INSPECTION

I, **AL VERKUYLEN**, of **ALV INSPECTIONS, LLC**, inspected the above premises and can confirm, upon my inspection, the premises does indeed conform to the sanitary, safety and health requirements of the State Building Code, and the regulations of the State Board of Health and the local Board of Health as applicable to restaurants, as required in Sec. 7-2-9 of the City of Menasha's Municipal Code.

The above premises can be conditionally approved for its liquor license upon the understanding the following deficiencies noted below will be remedied within sixty (60) days of license issuance and verified via a follow-up inspection. A formal inspection report shall accompany the findings below.

X  _____ Date: 7-12-24

FIRE DEPARTMENT INSPECTION

I, SHANE KUGGER of NEENAH-MENASHA FIRE RESCUE, can confirm a representative of the department reviewed the above premises and can confirm the inspection conforms with the occupancy compliance as determined by the International Fire Code as adopted by the City of Menasha, except where identified with the attached fire inspection report.

The above premises can be conditionally approved for its liquor license upon the understanding the following deficiencies noted below will be remedied within thirty (30) days of license issuance and verified via a follow-up inspection. In lieu of a formal inspection, a prior inspection report dated within the past six (6) months from the NM Fire Rescue may be used (and if so, indicate below and report shall be attached).

X  Date: 7/2/24

CLERK'S OFFICE – INTERDEPARTMENTAL COMPLIANCE REQUIREMENTS

I, **KAIJA SNYDER**, of the **CITY OF MENASHA CLERK'S OFFICE**, received confirmation from the below city departments, stating the associated entity and individual(s) and comply with the Clerk's Office requirements for liquor license issuance.

COMMUNITY DEVELOPMENT / ZONING REVIEW

Confirmed no ordinance or zoning violations for above premises on 7/3/24.

MENASHA POLICE DEPARTMENT

Confirmed of criminal background check approval of all organization agents, officers, and directors listed on original application on 5/20/24

MENASHA FINANCE DEPARTMENT

Confirmed that there are no outstanding tax payments or financial obligations on personal or commercial properties on 7/3/24

X Kaija Snyder Date: 8/2/2024



MEMORANDUM

Date: August 12, 2024
To: Common Council
From: Kaija Snyder, City Clerk
Subject: New Liquor License: Joune & B Caribbean Market, LLC., d/b/a Joune & B Caribbean Market (714 Appleton Rd, Suite C), August 20, 2024 – June 30, 2025

Joune & B Caribbean Market submitted a new application for a Class “A” (beer) and “Class A” (liquor) license. Joune & B Caribbean Market is a new business in the City of Menasha and is submitting an alcohol license application for the first time.

According to Sec. 7-2-8 of Menasha’s Municipal Code, Joune & B Caribbean Market has been inspected and approved by the Health Department, Building Inspection Office, and Fire Department. Verification of these approvals is attached.

Other compliance requirements have also been met. Specifically, the property has no outstanding zoning or code violations, and is in good standing with the Menasha Finance Department. The Menasha Police Department facilitated and approved criminal background checks for agent Gina LaVache and other organization officials including Augustin Bethiel. Agent Gina LaVache has additionally submitted proof of a successfully completed Responsible Beverage Server training.

Recommendation: Staff recommends approving Joune & B Caribbean Market’s Class “A” and “Class A” Alcohol License application for the August 20, 2024 – June 30, 2025 licensing period.

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Menasha
License Period	7/1/2024 - 6/30/2025

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ 225 Class "B" Beer \$ _____
 "Class A" Liquor \$ 350 "Class B" Liquor \$ _____
 "Class A" Liquor (cider only) \$ _____ Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$ <u>575.00</u>
Background Check Fee	\$ _____
Publication Fee	\$ <u>50-</u>
Total Fees	\$ <u>625.00</u>

*pd \$ 50.00
4/19/24*

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) <u>Joune & B Caribbean market LLC</u>			
2. Business Trade Name or DBA <u>Joune & B Caribbean Market</u>			
3. FEIN <u>02-3862198</u>		4. Wisconsin Seller's Permit Number <u>456-1031379273-02</u>	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization <u>Wisconsin</u>		7. Date of Organization <u>04/26/2023</u>	8. Wisconsin DFI Registration Number <u>J060244</u>
9. Premises Address <u>714 Appleton Rd N, suite C</u>			
10. City <u>Menasha</u>		11. State <u>WI</u>	12. Zip Code <u>54952</u>
13. County <u>Winnebago</u>		14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Menasha</u>	15. Aldermanic District
16. Premises Phone <u>689 777 4305</u>		17. Premises Email <u>JBCaribbeanMarket@gmail.com</u>	18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>- Ample Amount of shelving for dry goods (beer, and drinks)</u> <u>- freezer for frozen meat and fish, beans ect</u> <u>- camera room with television - planning to store alcohol</u> <u>back storage Area</u> <u>2 Refrigerators for juice</u>			
20. Mailing Address (if different from premises address)			
21. City <u>Menasha</u>		22. State <u>WI</u>	23. Zip Code <u>54952</u>

Part B: Questions		
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="radio"/> Yes <input checked="" type="radio"/> No		
If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . Yes No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . Yes No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . Yes No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
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5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Augustin	Bethiel	Co-owners	[REDACTED]
Anna Lavache	Gina	Co-owners	

Part D: Attestation

One of the following must sign and attest to this application:
 sole proprietor one general partner of a partnership one corporate officer one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Lavache</i>	First Name <i>Gina</i>	M.I.
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Title	Email	Phone
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Signature <i>[Signature]</i>	Date <i>04/19/2024</i>
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Part E: For Clerk Use Only

Date Application Was Filed With Clerk <i>4/19/2024</i>	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage Appointment of Agent

Date
4/19/2024

Agent Type (check one)

- Original (no fee) Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Joune & B Caribbean Market LLC

2. Business Trade Name or DBA

Joune & B Caribbean Market

3. Entity Type (check one)

- Limited Liability Company Corporation Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- Municipal Retail License State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name

Lavache

2. First Name

Gina

3. M.I.

4. Email

5. Phone

6. Home Address

7. City

8. State

9. Zip Code

10. Age

11. Drivers License/State ID Number

12. Drivers License/State ID State of Issuance

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Yes No
Submit proof of completion.
2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*? Yes No
Submit a completed Form AB-100 with this form.
3. Have you been a Wisconsin resident for at least 90 continuous days? Yes No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Lavache</i>	First Name <i>Gina</i>	M.I.
Title	Email [REDACTED]	Phone [REDACTED]
Signature <i>[Signature]</i>	Date	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Lavache</i>	First Name <i>Gina</i>	M.I.
Signature <i>[Signature]</i>	Date <i>04/19/2024</i>	

Serving Alcohol

is proud to present this certificate to

gina lavache

for successful completion of the online course



Wisconsin Alcohol Seller/Server Course

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

- * CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
- * OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
- * RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
- * DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECORD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
- * ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training Course in compliance with Sec. 125.17 (6), 134.66 (2m), and 125.04 (5) (a) 5. Wis. Stats.

Verify online at
servingalcohol.com

Verification Code
En5vdpFP4u

Date Issued
Jun 21st, 2024

VALID FOR 2 YEARS

This is not a Wisconsin operators/bartenders license.

This certificate will be requested to obtain a Wisconsin operators/bartenders license from the Wisconsin city clerk's office in the municipality where you are working.

Find your city clerk's office here: <https://elections.wi.gov/clerks/directory>

Wisconsin Alcohol Seller/Server Course

Name: gina lavache

Certification Date: Jun 21st, 2024

Certificate Code: En5vdpFP4u

Verify Online: servingalcohol.com

125.17(6), 134.66 (2m), 125.04(5)(a)5 Wis. Stats.

SERVING ALCOHOL INC

VALID FOR 2 YEARS

Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.


Part A: Business Information			
1. Legal Business Name (individual name if sole proprietor) <i>Joune & B Caribbean Market LLC</i>			
2. Business Trade Name or DBA <i>Joune & B Caribbean Market</i>			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input type="checkbox"/> Nonprofit Organization			

Part B: Individual Information			
1. Last Name <i>Lavache</i>		2. First Name <i>Gina</i>	
4. Relationship to Business (Title) <i>owner</i>		5. Email [REDACTED]	6. Phone [REDACTED]
7. Home Address [REDACTED]			
8. City [REDACTED]	9. State [REDACTED]	10. Zip Code [REDACTED]	11. Date of Birth [REDACTED]
12. Drivers License/State ID Number [REDACTED]		13. Drivers License/State ID State of Issuance [REDACTED]	

Part C: Address History			
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?			Years <i>2</i>
			Months <i>6</i>
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.			
Previous Address 1		City	State
[REDACTED]		[REDACTED]	[REDACTED]
Previous Address 2		City	State
[REDACTED]		[REDACTED]	[REDACTED]
Previous Address 3		City	State
[REDACTED]		[REDACTED]	[REDACTED]
Previous Address 4		City	State
[REDACTED]		[REDACTED]	[REDACTED]
Previous Address 5		City	State
[REDACTED]		[REDACTED]	[REDACTED]
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.			
State	County	State	County
<i>FL</i>	<i>USA ocala</i>	<i>FL</i>	<i>Orange</i>
State	County	State	County
<i>WI</i>	<i>Outagamie</i>	<i>NJ</i>	<i>Haiti from 2000 to 2010</i>

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date 04/19/2024

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.


Part A: Business Information			
1. Legal Business Name (individual name if sole proprietor)			
Joune & B Caribbean Market LLC			
2. Business Trade Name or DBA			
Joune & B Caribbean Market			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input type="checkbox"/> Nonprofit Organization			

Part B: Individual Information					
1. Last Name		2. First Name		3. M.I.	
Augustin		Bethiel			
4. Relationship to Business (Title)		5. Email		6. Phone	
CO-owner					
7. Home Address					
8. City		9. State	10. Zip Code		11. Date of Birth
12. Drivers License/State ID Number			13. Drivers License/State ID State of Issuance		

Part C: Address History					
1. Do you currently reside in Wisconsin?					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?					Years 7
Months					
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.					
Previous Address 1		City		State	Zip Code
Previous Address 5		City		State	Zip Code
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.					
State	County	State	County	State	County
WI	outagamie	Haiti			
State	County	State	County	State	County
WI	Alouez				

Continued →

Part D: Criminal History		
1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date 4-19-24



Original Liquor License Inspections & Compliance Report

City of Menasha - Office of the City Clerk, 100 Main Street Suite 200, Menasha, WI 54952

BUSINESS ENTITY (d/b/a): Joune & B Caribbean Market, LLC

INSPECTED PREMISES (PROPERTY ADDRESS): 714 Appleton Road, Suite C


OWNER: Gina LaVache, Agent

HEALTH INSPECTION

I, **TODD DREW**, of the **CITY OF MENASHA'S HEALTH DEPARTMENT**, inspected the above premises and can confirm, upon my inspection, the premises does indeed conform to the sanitary, safety and health requirements, and the regulations of the State Board of Health and the local Board of Health as applicable to restaurants, as required in Sec. 7-2-9 of the City of Menasha's Municipal Code.

The above premises can be conditionally approved for its liquor license upon the understanding the following deficiencies noted below will be remedied within sixty (60) days of license issuance and verified via a follow-up inspection; an accompanying inspection report may be provided.

PENDING completion of remodel for food license.

X 

Date: *7/22/24*

COMMERCIAL BUILDING INSPECTION

I, **AL VERKUYLEN**, of **ALV INSPECTIONS, LLC**, inspected the above premises and can confirm, upon my inspection, the premises does indeed conform to the sanitary, safety and health requirements of the State Building Code, and the regulations of the State Board of Health and the local Board of Health as applicable to restaurants, as required in Sec. 7-2-9 of the City of Menasha's Municipal Code.

The above premises can be conditionally approved for its liquor license upon the understanding the following deficiencies noted below will be remedied within sixty (60) days of license issuance and verified via a follow-up inspection. A formal inspection report shall accompany the findings below.

X 

Date: *7-23-24*

FIRE DEPARTMENT INSPECTION

I, SHANE KRUEGER, of **NEENAH-MENASHA FIRE RESCUE**, can confirm a representative of the department reviewed the above premises and can confirm the inspection conforms with the occupancy compliance as determined by the International Fire Code as adopted by the City of Menasha, except where identified with the attached fire inspection report.

The above premises can be conditionally approved for its liquor license upon the understanding the following deficiencies noted below will be remedied within thirty (30) days of license issuance and verified via a follow-up inspection. In lieu of a formal inspection, a prior inspection report dated within the past six (6) months from the NM Fire Rescue may be used (and if so, indicate below and report shall be attached).

X  Date: 7/22/24

CLERK'S OFFICE – INTERDEPARTMENTAL COMPLIANCE REQUIREMENTS

I, **KAIJA SNYDER**, of the **CITY OF MENASHA CLERK'S OFFICE**, received confirmation from the below city departments, stating the associated entity and individual(s) and comply with the Clerk's Office requirements for liquor license issuance.

COMMUNITY DEVELOPMENT / ZONING REVIEW

Confirmed no ordinance or zoning violations for above premises on 7/24/24

MENASHA POLICE DEPARTMENT

Confirmed of criminal background check approval of all organization agents, officers, and directors listed on original application on 5/20/24.

MENASHA FINANCE DEPARTMENT

Confirmed that there are no outstanding tax payments or financial obligations on personal or commercial properties on 7/23/24.

X Kaija Snyder Date: 08/07/2024



MEMORANDUM

Date: August 12, 2024
To: Common Council
From: Kaija Snyder, City Clerk
Subject: New Liquor License: Mucky Duck, LLC., d/b/a Mihm's Charcoal Grill (342 Chute Street), August 20, 2024 – June 30, 2025

Mihm's Charcoal Grill submitted a new application for a Class "B" (beer) license. Mihm's Charcoal Grill has not previously held an alcohol license and is submitting an application for the first time.

According to Sec. 7-2-8 of Menasha's Municipal Code, Mihm's Charcoal Grill has been inspected and approved by the Health Department, Building Inspection Office, and Fire Department. Verification of these approvals is attached.

Other compliance requirements have also been met. Specifically, the property has no outstanding zoning or code violations, and is in good standing with the Menasha Finance Department. The Menasha Police Department facilitated and approved criminal background checks for agent Amber Hamilton and other organization officials including Ryan Bergner. Agent Amber Hamilton has additionally submitted proof of a successfully completed Responsible Beverage Server training.

Recommendation: Staff recommends approving Mihm's Charcoal Grill's Class "B" Alcohol License application for the August 20, 2024 – June 30, 2025 licensing period.

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ _____
 Class "B" Beer \$ 100.⁰⁰
 "Class A" Liquor \$ _____
 "Class B" Liquor \$ _____
 "Class A" Liquor (cider only) \$ _____
 Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$ <u>100.⁰⁰</u>
Background Check Fee	\$ _____
Publication Fee	\$ <u>50.⁰⁰</u>
Total Fees	\$ <u>150.⁰⁰</u>

Part A: Premises/Business Information

1. Legal Business Name (Individual name if sole proprietorship) Mucky Duck LLC			
2. Business Trade Name or DBA Mihm's Charcoal Grill			
3. FEIN 88-4196892		4. Wisconsin Seller's Permit Number 456-1031187842-04	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 10/19/2022	8. Wisconsin DFI Registration Number M123708
9. Premises Address 342 Chute St			
10. City Menasha		11. State WI	12. Zip Code 54952
13. County Winnebago		14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Menasha</u>	15. Aldermanic District district 2
16. Premises Phone (920) 722-0306		17. Premises Email mihmscg@gmail.com	18. Website N/A
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Mihms Charcoal grill has 7 booths and 13 counter stools for dine in purposes. We are an open kitchen style fast/full service restaurant. Mihm's has a full basement with an office which is where storage of beer will take place. Only managers and owners have access to the locked office We plan to have one beer cooler in our establishment featuring a small variety of choices. There are also two bathrooms on the main level.			
20. Mailing Address (if different from premises address)			
21. City		22. State	23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages.
 Yes No
 If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . Yes No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . Yes No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

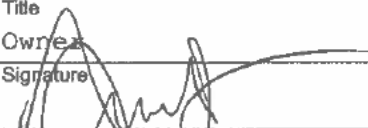
Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Hamilton	Amber	Owner	[REDACTED]
Bergner	Ryan	Owner	[REDACTED]

Part D: Attestation

One of the following must sign and attest to this application:
 sole proprietor one general partner of a partnership one corporate officer one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name	First Name	M.I.
Hamilton	Amber	S
Title	Email	Phone
Owner	mihmscg@gmail.com	[REDACTED]
Signature	Date	
	06/16/24 06/16/24	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage Appointment of Agent

Date

Agent Type <i>(check one)</i>	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Mucky Duck LLC	
2. Business Trade Name or DBA Mihm's Charcoal Grill	
3. Entity Type <i>(check one)</i> <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization <i>(check one)</i> <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

Part B: Agent Information			
1. Last Name Hamilton	2. First Name Amber	3. M, I, S S	
4. Email mihmscg@gmail.com		5. Phone [REDACTED]	
6. Home Address [REDACTED]			
7. City [REDACTED]	8. State	9. Zip Code	10. Age
11. Drivers License/State ID Number [REDACTED]		12. Drivers License/State ID State of Issuance	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> ? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

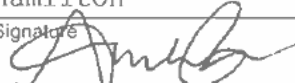
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Hamilton		First Name Amber	M.I. S
Title Owner	Email mihmscg@gmail.com		Phone [REDACTED]
Signature 		Date 06/16/24	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Hamilton		First Name Amber	M.I. S
Signature 		Date 06/16/24	

Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certificate Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

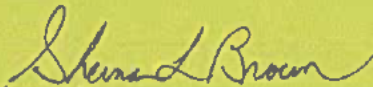
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown
Senior Vice President, National Restaurant Association Solutions

	ID # 25280340 CARD # 25813262
ServSafe Alcohol® CERTIFICATE	
	AMBER HAMILTON NAME 6/15/2024 DATE OF EXAMINATION
Card expires two years from the date of examination. Local laws apply. Complies with WI State Stats. s. 125.04(5)(a)5 & s. 123.17(6) & s. 134.66	
©2015 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the org design are trademarks of the National Restaurant Association. 14102901 v.1402	
Sherman Brown Senior Vice President, National Restaurant Association Solutions	
This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.	

In Alaska you must laminate your card for it to be valid.

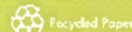
NOTE: You can access your score and certification information anytime at ServSafe.com with the class number provided on this form.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.



233 S. Wacker Drive,
Suite 3600
Chicago, IL 60604-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information			
1. Legal Business Name (individual name if sole proprietor) Mucky Duck LLC			
2. Business Trade Name or DBA Mihm's Charcoal Grill			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization

Part B: Individual Information					
1. Last Name Hamilton		2. First Name Amber		3. M.I. S	
4. Relationship to Business (Title) owner		5. Email Mihmscg@gmail.com		6. Phone [REDACTED]	
7. Home Address [REDACTED]					
8. City [REDACTED]		9. State [REDACTED]	10. Zip Code [REDACTED]		11. Date of Birth [REDACTED]
12. Drivers License/State ID Number [REDACTED]			13. Drivers License/State ID State of Issuance [REDACTED]		

Part C: Address History							
1. Do you currently reside in Wisconsin?					<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?					Years 5	Months 6	
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1		City		State	Zip Code		
[REDACTED]							
Previous Address 4		City		State	Zip Code		
Previous Address 5		City		State	Zip Code		
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
NC	Brevard	CA	Nevada	WI	Door	WI	Winnebago
State	County	State	County	State	County	State	County
WI	outagamie	WI	Portage				

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

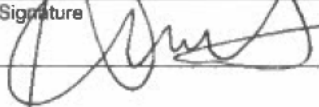
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 

Date 10/15/2024

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No
 If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated <i>DUI</i>	Location <i>Winnebago</i>	Conviction Date <i>2006</i>
Penalty Imposed <i>ticket</i>		Was sentence completed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated <i>DUI II</i>	Location <i>La Crosse</i>	Conviction Date <i>2008</i>
Penalty Imposed <i>ticket, license rev.</i>		Was sentence completed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated <i>DUI III</i>	Location <i>Brown</i>	Conviction Date
Penalty Imposed <i>ticket, license rev. 60 days elec. mon.</i>		Was sentence completed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000, if convicted.

Signature  Date *7/29/2024*



Original Liquor License Inspections & Compliance Report
City of Menasha – Office of the City Clerk, 100 Main Street Suite 200, Menasha, WI 54952

BUSINESS ENTITY (d/b/a): Mihm's Charcoal Grill

INSPECTED PREMISES (PROPERTY ADDRESS): 342 Chute Street

OWNER: Amber Hamilton, Agent

HEALTH INSPECTION

I, **TODD DREW**, of the **CITY OF MENASHA'S HEALTH DEPARTMENT**, inspected the above premises and can confirm, upon my inspection, the premises does indeed conform to the sanitary, safety and health requirements, and the regulations of the State Board of Health and the local Board of Health as applicable to restaurants, as required in Sec. 7-2-9 of the City of Menasha's Municipal Code.

The above premises can be conditionally approved for its liquor license upon the understanding the following deficiencies noted below will be remedied within sixty (60) days of license issuance and verified via a follow-up inspection; an accompanying inspection report may be provided.

X  Date: 8/11/2024

COMMERCIAL BUILDING INSPECTION

I, **AL VERKUYLEN**, of **ALV INSPECTIONS, LLC**, inspected the above premises and can confirm, upon my inspection, the premises does indeed conform to the sanitary, safety and health requirements of the State Building Code, and the regulations of the State Board of Health and the local Board of Health as applicable to restaurants, as required in Sec. 7-2-9 of the City of Menasha's Municipal Code.

The above premises can be conditionally approved for its liquor license upon the understanding the following deficiencies noted below will be remedied within sixty (60) days of license issuance and verified via a follow-up inspection. A formal inspection report shall accompany the findings below.

X  Date: 8-6-24

FIRE DEPARTMENT INSPECTION

I, **SHANE KRUEGER** of **NEENAH-MENASHA FIRE RESCUE**, can confirm a representative of the department reviewed the above premises and can confirm the inspection conforms with the occupancy compliance as determined by the International Fire Code as adopted by the City of Menasha, except where identified with the attached fire inspection report.

The above premises can be conditionally approved for its liquor license upon the understanding the following deficiencies noted below will be remedied within thirty (30) days of license issuance and verified via a follow-up inspection. In lieu of a formal inspection, a prior inspection report dated within the past six (6) months from the NM Fire Rescue may be used (and if so, indicate below and report shall be attached).

X  _____ Date: 7/30/24

CLERK'S OFFICE – INTERDEPARTMENTAL COMPLIANCE REQUIREMENTS

I, **KAIJA SNYDER**, of the **CITY OF MENASHA CLERK'S OFFICE**, received confirmation from the below city departments, stating the associated entity and individual(s) and comply with the Clerk's Office requirements for liquor license issuance.

COMMUNITY DEVELOPMENT / ZONING REVIEW

Confirmed no ordinance or zoning violations for above premises on 7/30/24

MENASHA POLICE DEPARTMENT

Confirmed of criminal background check approval of all organization agents, officers, and directors listed on original application on 7/30/24

MENASHA FINANCE DEPARTMENT

Confirmed that there are no outstanding tax payments or financial obligations on personal or commercial properties on 8/1/24

X  _____ Date: 8/6/2024

M E M O R A N D U M

Date: August 12, 2024
To: Common Council
From: Kaija Snyder, City Clerk
Subject: Change of Agent: Piggly Wiggly Midwest, LLC., d/b/a Piggly Wiggly #38 (1151 Midway Road, Menasha); Sara Hopkins, Successor Agent

Piggly Wiggly #38 submitted as change of agent (successor agent) request to the City of Menasha Clerk's Office. This request asks that the store's named agent change from Roger Walters to Sara Hopkins.

Compliance requirements for this change have been met. Specifically, Piggly Wiggly #38 resubmitted the AB-101 Appointment of Agent form and the AB-100 Individual Questionnaire form for Sara Hopkins. The AB-101 indicates the reason for the new appointment per Sec. 7-2-11(b) of the Menasha Municipal Code. These forms are attached.

Further, successor agent Sara Hopkins has successfully completed a Wisconsin Department of Revenue Responsible Beverage Service training course and currently holds a City of Menasha operator's license. The Menasha Police Department additionally facilitated and approved a criminal background check for Sara Hopkins.

This change of agent request meets all requirements outlined in the Menasha Municipal Code, Sec. 7-2-11.

Recommendation: Staff recommends approving Piggly Wiggly #38's change of agent request.

Alcohol Beverage Appointment of Agent

Date

Agent Type <i>(check one)</i>	
<input type="checkbox"/> Original (no fee)	<input checked="" type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) PIGGLY WIGGLY MIDWEST LLC	
2. Business Trade Name or DBA PIGGLY WIGGLY #38	
3. Entity Type <i>(check one)</i> <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization <i>(check one)</i> <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above. CURRENT AGENT (R. WALTERS) HAS ACCEPTED EMPLOYMENT ELSEWHERE.	


Part B: Agent Information			
1. Last Name HOPKINS	2. First Name SARA	3. MI J	
4. Email [REDACTED]		5. Phone [REDACTED]	
6. Home Address 737 HIGGINS AVE			
7. City NEENAH	8. State WI	9. Zip Code 54956	10. Age [REDACTED]
11. Drivers License/State ID Number [REDACTED]		12. Drivers License/State ID State of Issuance WI	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

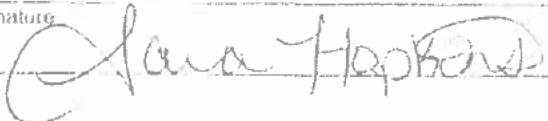
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name ISKEN		First Name MICHAEL		MI.
Title SR DIRECTOR, FINANCE	Email [REDACTED]		Phone [REDACTED]	
Signature 			Date 8-5-24	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name HOPKINS		First Name SARA		MI J
Signature 			Date 7-25-2024	

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) PIGGLY WIGGLY MIDWEST LLC	
2. Business Trade Name or DBA PIGGLY WIGGLY #38	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information				
1. Last Name HOPKINS		2. First Name SARA		3. M.I. J
4. Relationship to Business (Title) AGENT		5. Email [REDACTED]		6. Phone [REDACTED]
7. Home Address [REDACTED]				
8. City [REDACTED]		9. State	10. Zip Code	11. Date of Birth [REDACTED]
12. Drivers License/State ID Number [REDACTED]			13. Drivers License/State ID State of Issuance	

Part C: Address History							
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?				Years [REDACTED]	Months		
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1		City	State	Zip Code			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]			
Previous Address 2		City	State	Zip Code			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]			
Previous Address 3		City	State	Zip Code			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]			
Previous Address 4		City	State	Zip Code			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]			
Previous Address 5		City	State	Zip Code			
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]			
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature *Dana Hopkins* Date 7-25-2024



MEMORANDUM

Date: August 8, 2024
To: Common Council
From: Laura Jungwirth, Director of Public Works
Megan Sackett, Director of Parks & Recreation
Margaret J. Struve, City Attorney
RE: Request to Approve Professional Services Agreement with Jewell Associates Engineers, Inc. to Complete a Second Appraisal (ATC Request for Electric Transmission Line Easement 971K11)

ATC owns, operates, and maintains much of the high-voltage electric grid in Wisconsin, including in Winnebago and Calumet counties. ATC is planning to conduct work on an existing power line in our area in the Spring of 2025. The line runs between the existing Melissa and Forest Junction substations, and the right-of-way for the power line is on or near our property. ATC has determined that in analyzing their existing easement rights along portions of this line, some of the easements need to be modified or they need to acquire new easements in certain areas to maintain adequate clearances and safely operate the power line.

In July, ATC presented staff with a request to grant a transmission line easement that affects property the City owns (nine parcels: 750051608; 750051607; 750051606; 750051605; 750051604; 750051603; 750051600; 750049701; 750049700), including parcels that the City of Menasha leases to Heckrodt Wetland Reserve. The purpose of ATC's easement is to maintain (vegetation management) and operate an existing overhead transmission line known as 971K11.

Attached, you'll find ATC's proposed easement document and compensation summary, along with a "Summary of Appraisal Facts and Conclusions," ATC's appraisal by LandVest supporting their offering price in the amount of \$11,068.00 for the easement ATC would acquire. This amount includes \$4,568.00 for the use of herbicides.

In speaking with Stevie Cargill, Senior Agent for the Land Service Company (ATC), about the City's (and Heckrodt's) lack of opportunity to provide input to the appraiser, Cargill recommended that the City request a second appraisal for which ATC would ultimately reimburse the City. DPW Jungwirth reached out to Jewell, who provided us the attached Professional Services Agreement with a Lump Sum cost of \$4,100. Significantly, Jewell has agreed they can complete this second appraisal by August 28, 2024, to allow for Common Council to review during the first meeting in September and to meet the City's September 15, 2024, deadline to return the second appraisal report with receipt and response to ATC.

STAFF RECOMMENDATION: Approve the Professional Services Agreement with Jewell Associates Engineers, Inc. to Complete a Second Appraisal (ATC Request for Electric Transmission Line Easement 971K11) for \$4,100.

PROFESSIONAL SERVICES AGREEMENT

Project: City of Menasha ATC Appraisal ID#971k11

Client: City of Menasha
Client Address: 100 Main Street, Suite 200, Menasha, WI 54952
Contact: Laura Jungwirth, P.E., Director of Public Works
Phone: (920) 967-3611
Email: ljungwirth@menashawi.gov



Description of Services to be performed:

One Appraisal summery report for the property located at 455 Baldwin Street, along STH 114, City of Menasha, Winnebago County, Wisconsin.



Assumptions:

This agreement is subject to the following assumptions/conditions:

- Local permits for this project (zoning, building, etc.) will be obtained by the Client with information provided by the Consultant. All permit fees will be paid by the Client.
- Wisconsin State plan review fees are not part of this agreement.
- No Federal permits are anticipated for this project.
- Cultural, historic, archeological, or wetland assessment investigations or site remediation activities are not included.
- Cost of printing drawings and documents for bidding and construction are not part of this agreement.



Compensation for these services will be as follows:

Lump Sum: \$4,100.00 _____

Services will be billed monthly based on work completed to date, with invoices being due within 30 days of invoice date.

Requested services outside of the defined Description of Services above will be billed on an Hourly Basis according to the rates outlined in the Terms and Conditions.



Schedule:

Jewell will complete and submit the appraisal to the City of Menasha no later than September 1, 2024.



The services described above will commence upon receipt of a signed copy of this Agreement, subject to all Terms and Conditions on reverse (second page).

Issued for:
Jewell Associates Engineers, Inc.
By: Scott Whitsett _____
Title: Vice President _____
Signature: *Scott Whitsett* _____
Date: August 7, 2024 _____

Accepted & Approved for:

By: _____
Title: _____
Signature: _____
Date: _____

TERMS AND CONDITIONS

HOURLY RATES:

Senior Project Manager	\$175
Project Manager	\$145
Senior Engineer	\$140
Staff Engineer	\$120
Senior Design Engineer - EIT	\$110
Design Engineer - EIT	\$100
Professional Land Surveyor	\$140
Survey Technician	\$100
Grant Specialist	\$170
Prof. Traffic Operations Engineer	\$155
Real Estate Negotiator	\$135
Real Estate Negotiator Assistant	\$90
Administrative/Clerical	\$95
Mileage	IRS Rates

** Rates are subject to change*

TERMINATION:

This Contract may be terminated at any time upon seven (7) calendar days' notice by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination.

ATTORNEY'S FEES:

In the event of any litigation arising or related to this Contract or the services provided hereunder, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees, and all other related expenses in such litigation.

CONSEQUENTIAL DAMAGES:

Notwithstanding any other provision of this Contract, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants, shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Contract. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

INDEMNIFICATION:

The parties to this contract shall, to the fullest extent permitted by law,

indemnify and hold harmless the other parties to this contract, their officers, directors, partners, employees, agents, and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this Contract, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct.

OWNERSHIP OF INSTRUMENTS OF SERVICE:

All reports, drawings, specifications, computer files, field data, note and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

TIMELINESS OF PERFORMANCE / DELAYS:

The Consultant will perform services under this Contract with reasonable diligence and expediency consistent with sound professional practices. The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Contract, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

If the basic services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of the Consultant, extension of the Consultant's services beyond that time shall be renegotiated.

DELIVERY OF ELECTRONIC FILES:

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are

instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant.

In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

LIMITATION OF LIABILITY:

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$25,000 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

DISPUTE RESOLUTION:

Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Contract shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.



COMPENSATION SUMMARY

ATC File Number: MEI-FJT-0010 Line Designation: 971K11 Date: _____

LANDOWNER INFORMATION:

Owner: City of Menasha

Address: 100 Main Street, Suite 200, Menasha, WI 54952

Phone #: _____

P&P Sheet(s): Page 1-2 of P&P Dated: 10/18/10 Structure(s): N/A -N of Str 2-10

Easement Compensation \$ 6,500.00

Permission to apply herbicides (Per Exhibit A)
(\$2,500 + \$1,000 x 2.068/ac) \$ 4,568.00

Total Compensation \$ 11,068.00

OR

Annual Payment (If Applicable) \$ N/A
(Easement Payment / 65 years)
(zoned or used for agricultural purposes and easement is for high voltage transmission line)



**ELECTRIC TRANSMISSION LINE
EASEMENT**

Wis. Stat. Sec. 182.017(7)

Wis. Stat. Sec. 196.491(3e)

Not subject to Wis. Stat. § 77.22(1).

Document Number

The undersigned Grantor, City of Menasha, (hereinafter called the "Grantor"), in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto American Transmission Company LLC, a Wisconsin limited liability company, its manager ATC Management Inc., a Wisconsin corporation, their successors, assigns, licensees and managers, (hereinafter jointly referred to as "Grantee"), the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current, together with communication signals and equipment restricted solely for the purpose of electric utility communication, upon, in, over and across property owned by the Grantor in the City of Menasha, County of Winnebago, State of Wisconsin, described as follows:

A part of the Grantor's land located in part of Lots 1-15 of the Porsche Plat, Lot 1 of Certified Survey Map No. 7460, recorded as Document Number 1785122, Lot 1 of Certified Survey Map No. 6609, recorded as Document Number 1593619, and Document Number 547758 recorded in the Winnebago County Register of Deeds, located in Government Lots 3 and 4 and the Southeast Quarter of the Northwest Quarter (SE 1/4 - NW 1/4) of Section 13 and Government Lot 1 of Section 14, all in Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin;

The legal description and location of the Perpetual Easement Strip is as shown on the Exhibit B, attached hereto and incorporated by reference in this easement document.

The easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 2948 feet

Width: Approximately 80 feet

TRANSMISSION STRUCTURES:

Type: Dead-end

Number: 1

Maximum height above existing ground level: 61 feet

TRANSMISSION LINES:

Maximum nominal voltage: 138,000 volts

Number of circuits: 1

Number of conductors: 3

Number of static wires: 2

Minimum height above existing landscape (ground level): 20.7 feet

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the easement strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the Grantee deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush and trees trimmed or cut down and removed), caused by the construction, maintenance,

Recording Area

Name and Return Address
Land Service Company
5610 Medical Circle, Suite 27
Madison, WI 53719

Parcel Identification Number(s)
750051608; 750051607; 750051606;
750051605; 750051604; 750051603;
750051600; 750049701; 750049700

replacement or removal of said facilities.

Grantor, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the easement strip it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein. The term "utility" on said Exhibit "A" shall mean Grantee. The term "landowner" on said Exhibit "A" shall mean Grantor.

Grantor warrants and represents that Grantor has clear, merchantable, fee simple title to said property, and that Grantor knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

WITNESS the signature(s) of the Grantor this _____ day of _____, 2024.

CITY OF MENASHA

Signature

Signature

Printed Name

Printed Name

Title

Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF WINNEBAGO)

Personally came before me this _____ day of _____, 2024, the above named _____ as _____, and to the above named _____ as _____, of the _____, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Signature

Printed Name

Notary Public, State of _____

My Commission expires (is) _____

EXHIBIT "A"
[Wis. Stat. Sec. 182.017(7)]

- (c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
1. If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
 2. Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
 3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
 4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
 5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
 6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
 7. Pay for any crop damage caused by such construction or maintenance.
 8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.
- (d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

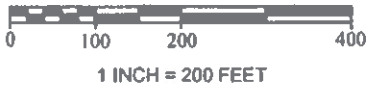
_____ The foregoing statement notwithstanding, the Landowner, by INITIALING IN THE SPACE AT LEFT, hereby grants written consent to the Utility to use HERBICIDAL chemicals for weed and brush control.

- (e) The Landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the Landowner fails to do so, the Landowner shall nevertheless retain title to all trees cut by the utility.
- (f) The Landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.
- (g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.
- (h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

_____ The foregoing statement notwithstanding, the Landowner, BY INITIALING IN THE SPACE AT LEFT, hereby grants its written consent for the Utility to use any land beyond the boundaries of the easement for ingress and egress for personnel, equipment and vehicles during construction and maintenance activities.

EASEMENT DESCRIPTION MAP (EXHIBIT B)

ATC ID: MEI-FJT-0010
 TPN: MULTIPLE

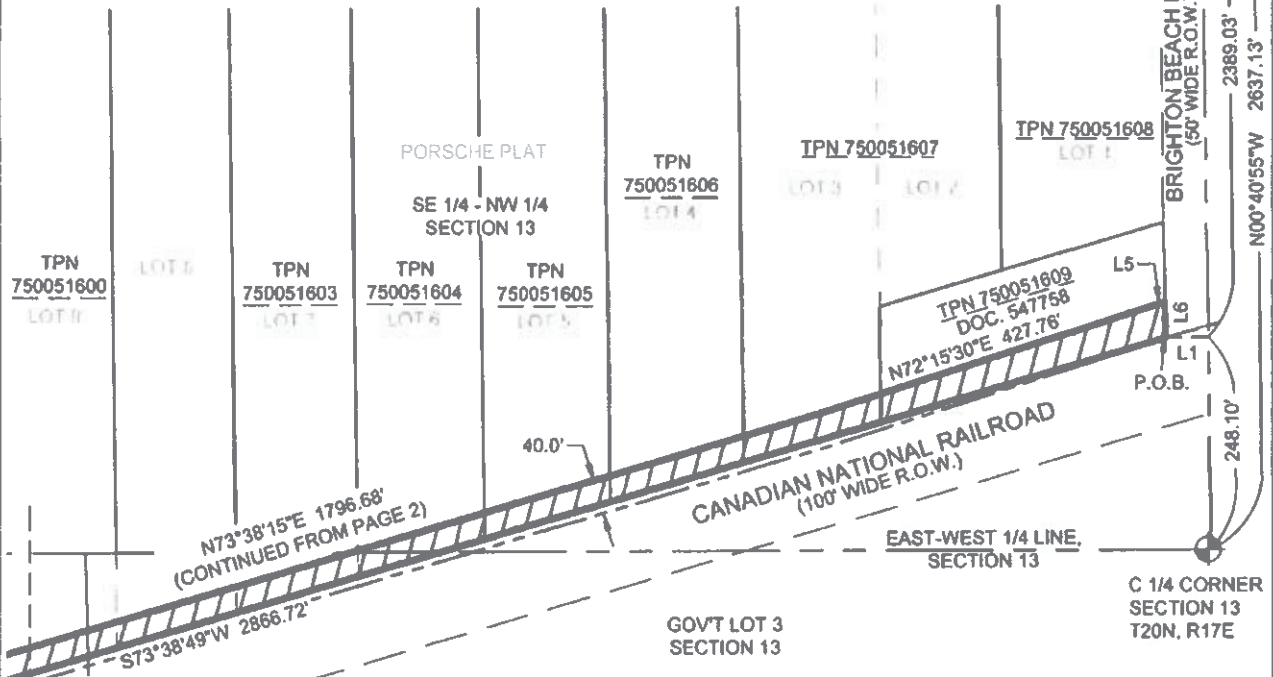


N 1/4 CORNER
 SECTION 13
 T20N, R17E

NORTH-SOUTH 1/4 LINE,
 SECTION 13

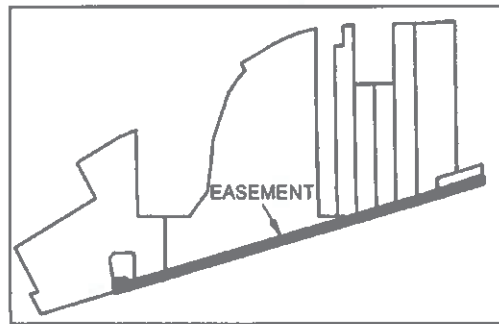
BRIGHTON BEACH ROAD
 (50' WIDE R.O.W.)

2389.03'
 N00°40'55"W 2837.13'



SEE PAGE 2
 MATCH LINE
 WEST 1/16 LINE,
 SECTION 13

LOCATION MAP:
 TPN: MULTIPLE



NOT TO SCALE

LEGEND

- PLSS CORNER
- P.O.B.
- TPN
- GRANTOR PARCEL LINE
- PARCEL LINE
- RIGHT OF WAY LINE
- TRANSMISSION CENTERLINE

MAP KEY

- ATC TRANSMISSION LINE EASEMENT
 (90,095 SQFT / 2.088 ACRES ±)

CITY OF MENASHA, WINNEBAGO COUNTY

NOTE - BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, US FEET, GRID DISTANCE. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.



COLEMAN ENGINEERING COMPANY
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EXHIBIT B

Page 1 of 3 | DATE: 4/11/2024

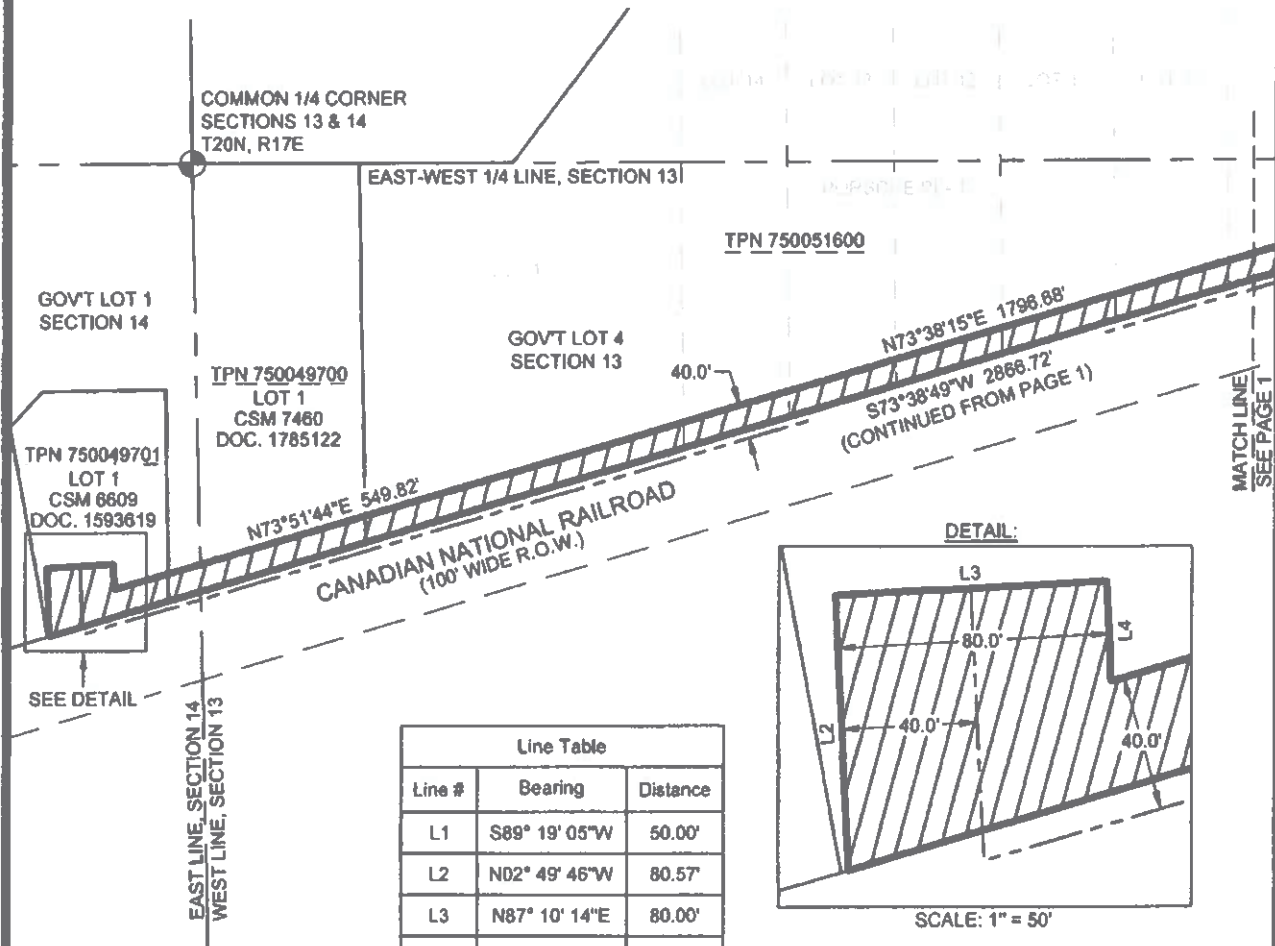
SKETCH SCALE: 1" = 200'

Job # 240082

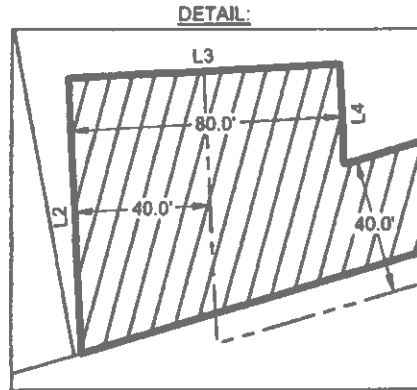
EASEMENT DESCRIPTION MAP (EXHIBIT B)

ATC ID: MEI-FJT-0010

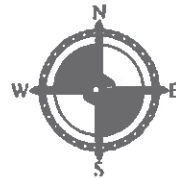
TPN: MULTIPLE



Line Table		
Line #	Bearing	Distance
L1	S89° 19' 05"W	50.00'
L2	N02° 49' 46"W	80.57'
L3	N87° 10' 14"E	80.00'
L4	S02° 49' 46"E	29.25'
L5	N74° 14' 30"E	13.92'
L6	S00° 40' 55"E	41.18'



SCALE: 1" = 50'



1 INCH = 200 FEET

- LEGEND**
- PLSS CORNER
 - TAX PARCEL NUMBER
 - GRANTOR PARCEL LINE
 - PARCEL LINE
 - RIGHT OF WAY LINE
 - TRANSMISSION CENTERLINE

NOTE - BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, US FEET. GRID DISTANCE. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.



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EXHIBIT B

Page 2 of 3 | DATE: 4/11/2024

SKETCH SCALE: 1" = 200'

Job # 240082

EASEMENT DESCRIPTION MAP (EXHIBIT B)

ATC ID: MEI-FJT-0010

TPN: MULTIPLE

EASEMENT DESCRIPTION MAP (EXHIBIT B)

A variable width easement which crosses the Grantor's premises, being part of Lots 1-15 of the Porsche Plat, Lot 1 of Certified Survey Map No. 7460, recorded as Document Number 1785122, Lot 1 of Certified Survey Map No. 6609, recorded as Document Number 1593619, and Document Number 547758 recorded in the Winnebago County Register of Deeds, located in Government Lots 3 and 4 and the Southeast Quarter of the Northwest Quarter (SE 1/4 - NW 1/4) of Section 13 and Government Lot 1 of Section 14, all in Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, more particularly described as follows:

Commencing at the Center Quarter (C 1/4) Corner of said Section 13; thence N00°40'55"W along said North-South Quarter (N-S 1/4) line of Section 13, a distance of 248.10 feet; thence S89°19'05"W, a distance of 50.00 feet to the intersect point of the North right-of-way line of the Canadian National Railroad (100 feet wide) and the West right-of-way line of Brighton Beach Road (50 feet wide), and the POINT OF BEGINNING (P.O.B.).

Thence S73°38'49"W along said North right-of-way line of the Canadian National Railroad, a distance of 2866.72 feet; thence N02°49'46"W along a line being 40.00 feet West of and parallel with an existing transmission centerline, a distance of 80.57 feet; thence N87°10'14"E, a distance of 80.00 feet; thence S02°49'46"E along a line being 40.00 feet East of and parallel with an existing transmission centerline, a distance of 29.25 feet; thence along a line being 40.00 feet North of and parallel with an existing transmission centerline for the next four (4) calls: N73°51'44"E, a distance of 549.82 feet, N73°38'15"E, a distance of 1796.68 feet, N72°15'30"E, a distance of 427.76 feet, N74°14'30"E, a distance of 13.92 feet to a point on said West right-of-way line of Brighton Beach Road; thence S00°40'55"E along said West right-of-way line of Brighton Beach Road, a distance of 41.18 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 90,095 sqft / 2.068 acres, more or less, and is subject to any and all reservations, restrictions, rights-of-way, and easements, and prior conveyances of record.

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, US FEET, GRID DISTANCE



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EXHIBIT B

Page 3 of 3 | DATE: 4/11/2024

SKETCH SCALE: N/A

Job # 240082

I. Introductory Information

Summary of Appraisal Facts and Conclusions

Property Identification

Project: 971K11 Line – Melissa Substation to Structure 93
Parcel ID(s): 750049700, 750051600, 750051603, 750051604, 750051605, 750051606,
750051607, 750051609, 50051601, 50051602, and 50051608
Property Landowner(s): City of Menasha
Property Address: 455 Baldwin Street, Menasha, Wisconsin 54952
Landowner's Address: 100 Main Street, Suite 200, Menasha, Wisconsin 54952

Property Data

Type of Property: Industrial
Parcel Size: 81.380 Acres (GIS Acres)
Zoning: I-1 – Heavy Industrial, R-1 – Single-Family Residence, and GU Government Use
Sale History and Use: There are no recent arm's length conveyances in the last five years. The property is not currently listed for sale.

Highest and Best Use:

Before: Residential Development

After: Residential Development

Interest Acquired

Easement Type: Electric Transmission Line Easement
Easement Area: 2.068 Acres

Appraisal Conditions and Results

Appraiser's Name: Jeffrey A. Olson
Date of Property Inspections: June 12, 2024
Effective Date of Value: June 12, 2024
Appraisal Report Date: July 2, 2024
Appraisal Intended Use: Just Compensation
Market Value Estimate:

Appraised Value – *Before*: \$646,800

Appraised Value – *After*: \$640,332

Difference in Value: \$ 6,468

Rounded To: \$ 6,500

Compensation for Easement: \$6,500

SAFETY & RELIABILITY

Managing vegetation around electric transmission lines

Our vegetation management practices focus on public safety and keeping the lights on.

Ensuring safety and electric reliability

American Transmission Co. owns and operates more than 9,500 miles of transmission lines in the upper Midwest, providing power to more than 5 million customers. We know that safety and electric reliability are important to you. By keeping the rights-of-way free of trees and incompatible vegetation, we help ensure the safety and reliability of the high-voltage electric transmission system.

Why vegetation is removed

Vegetation that grows too close to transmission wires can cause a dangerous situation. Electricity can arc from the wires to a tree branch, igniting a fire or causing an outage. A tree does not need to make direct contact with a transmission line to create a hazard. Incompatible vegetation in a right-of-way can threaten the reliability of the electric transmission system and lead to widespread power outages. Dense, incompatible vegetation in the transmission line rights-of-way hinders access for crews and equipment needed to inspect, maintain and make repairs to the poles and wires.

Easements grant rights to remove vegetation

An easement gives ATC the legal rights to use the property for the specific purpose of constructing, operating and maintaining a transmission line. The property within the easement is often referred to as the transmission line right-of-way or easement strip. Though easement rights may vary from property to property, they typically limit the use of the right-of-way, and they typically allow ATC to remove trees, incompatible vegetation and other obstacles that could interfere with the operation and maintenance of the transmission line. As the property is transferred and sold to new owners, the easement rights remain in place.

ATC's vegetation management practices

Outages that occur on high-voltage transmission lines can create a larger, widespread impact than those that occur on lower-voltage distribution lines because thousands of homes and businesses can be impacted. An outage on one transmission line can trigger outages on other lines across a large geographic area. This cascading effect could result in significant damage to the entire electrical system that would create challenges when restoring power after an outage.

ATC's vegetation management program helps ensure that adequate clearances between transmission lines, trees and other vegetation are maintained at all times. To achieve safe clearances in the right-of-way, incompatible vegetation is pruned or removed.



A tree does not need to make direct contact with a transmission line to create a hazard or a dangerous situation. Incompatible vegetation in a right-of-way can threaten the reliability of the electric transmission system and lead to wide-spread power outages.

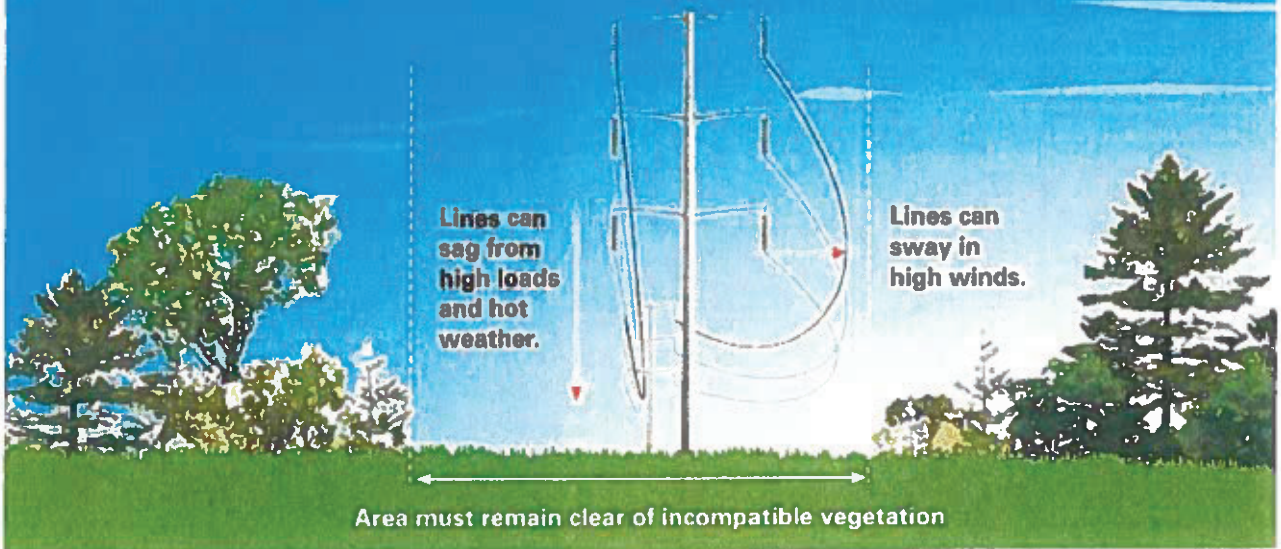
In most situations, landowners should expect that all trees and dense, incompatible vegetation will be removed from the right-of-way during vegetation management work. Trees that are dead, dying, diseased, leaning toward the wires, or are displaying some other defect to their structural integrity are considered hazard trees. Removing hazard trees, even when they are located outside the right-of-way, helps ATC avoid the danger of these trees causing an outage or damage to the lines, poles and wires.

How we work with you

ATC generally gives landowners advance notice to make them aware that right of way maintenance is scheduled in their area. A work plan is developed for each property by professional utility foresters, which is based on ATC vegetation management standards. Right of way width, pole type, voltage, vegetation type and growth rates, line sag and sway, topography, right-of-way access and vegetation maintenance cycles also are factors in developing a work plan.

SAFETY & RELIABILITY

TRANSMISSION RIGHT-OF-WAY



Lines can sag from high loads and hot weather.

Lines can sway in high winds.

Area must remain clear of incompatible vegetation

What to expect with initial clearing

As part of the project, a professional utility forester will contact the landowner to explain how we will handle tree and brush removal and disposal on the property before any vegetation management work is conducted. For example:

Wetlands and invasive species

- If the property contains a delineated wetland, we will work with the landowner to determine appropriate disposition methods.
- If the vegetation to be cleared contains state-listed invasive species, we will discuss proper handling and management practices with the landowner.

Herbicide application

Vegetation may be treated with herbicides through a variety of application methods based on site conditions. Herbicide application lessens the need for extensive clearing and mowing in the future. ATC uses herbicides applied by licensed applicators. The herbicides may be applied directly to specific trees or brush or applied over an entire area. When used correctly, minimal effects can be expected on grasses.

What to plant near power lines

Low-growing vegetation is most compatible with high-voltage transmission lines. Herbicides that are used effectively promote the growth of compatible vegetation that can thrive and support a suitable habitat for pollinators and other wildlife. Low-growing vegetation also has deep root systems, making these plants resilient and more likely to recover from disturbances resulting from maintenance and repair work in the right-of-way.



Visit atc-growsmart.com to review our planting guide, which provides suggestions for grasses and flowers that are compatible with transmission line facilities in the Upper Midwest. Be aware that guidelines for planting vegetation near lower voltage distribution lines operated by your local distribution utility may be vastly different from those recommended by ATC.

Also, be sure to contact Wisconsin's Diggers Hotline or Michigan's MISS Dig at 811 before digging. A locating service will mark your property for underground utilities at no cost to you.

If you have any questions about ATC's vegetation management practices, or the vegetation management work scheduled for your property, please contact Asplundh Tree Expert Co.

Asplundh representative:

Eric Bussiere

Phone: 715-216-0986



Helping to keep the lights on, businesses running and communities strong®

(866) 899-3204 | P.O. Box 47 | Waukesha, WI 53187-0047

atcllc.com





MEMORANDUM

To: Common Council

From: Parks and Recreation Director Sackett/ms

Date: August 14, 2024

RE: Jefferson Park Boat Launch/Trail System Grant Award – Fox Cities Convention & Visitors Bureau

Jefferson Park is in the midst of a multi-year implementation of a Vision Plan first developed in 2017 elevating amenities and increasing opportunities for tourism related events and individual use. Menasha is “Your Place on the Water,” leading to an emphasis on projects that connect our residents and visitors to the waterfront. Our connections to the Fox River and Lake Winnebago, once vital to industry, are now central to recreation. Capitalizing on our waterfront, Menasha is embarking on projects with the capacity to enhance our waterfront image.

Construction of the trail system will begin in the coming weeks with construction of the boat launch to begin in late 2024/early 2025 contingent upon grant funding from the DNR Recreational Boating Facilities Grant program.

We are happy to announce the City of Menasha recently received a notice of award of a Tourism Development grant in the amount of \$300,000 from the Fox Cities Convention & Visitors Bureau for the boat launch and trail system component of the Jefferson Park redevelopment project.

Recommendation

We are requesting approval to accept and spend the awarded \$300,000 grant funds from the Fox Cities Convention & Visitor Bureau Tourism Development Grant for the Jefferson Park boat launch and trail system redevelopment project.



MEMORANDUM

To: City of Menasha Administration Committee

From: Jennifer Sassman, Finance Director

Date: August 5, 2024

RE: Contract for Assessment Services for the Term September 1, 2024-August 31, 2027

Background

Our current Assessment Services Contract with Associated Appraisal Consultants, Inc. expires on August 31, 2024. Associated Appraisal Consultants, Inc has been providing statutory assessment services to the City of Menasha since 2008.

Analysis

Mayor and staff believe it is in the best interest of the City to renew the Assessment Services Contract with Associated Appraisal Consultants, Inc. for the term of September 1, 2024 – August 31, 2027. This term matches that of previous terms.

Associated Appraisal Consultants, Inc is best positioned to serve as our Assessor for another term. Associated Appraisal Consultants, Inc is proposing to provide the same level of service that the City has been become accustomed to which includes (but not limited to):

- Maintaining City Hall office hours as well as addressing inquires during their company regular office hours;
- Providing Full Value Maintenance services on an annual basis in addition to physically inspecting at least 25% of the total non-manufacturing parcel count;
 - Full Value Maintenance keeps the City's assessments in compliance with the Wisconsin Statutes by maintaining a level of assessment on an annual basis that is within 10% of the City's equalized value. This helps to ensure fair and equitable values.

Fiscal Impact

The current contract is an annual payment to Associated Appraisal Consultants, Inc in the amount of \$60,000 (\$5,000/month). Associated Appraisal Consultants, Inc had kept our contract amount the same since 2015. Prior to 2015, there was a minimal cost difference.

The proposed contract would be as follows:

2024 - \$20,000 for September through December 2024

2025 - \$80,000

2026- \$85,000

2027 - \$60,000 for January through August 2027

Although this contract reflects a cost increase, the cost is in line with the services provided.

Recommendation

Staff recommends that the Administration Committee forward to Common Council the Contract for Assessment Services with Associated Appraisal Consultants, Inc for the term of September 1, 2024 - August 31, 2027.