

**FIRST AMENDMENT TO INTERMUNICIPAL AGREEMENT
JOINT STORMWATER FEASIBILITY AGREEMENT
TOWN OF MENASHA AND CITY OF MENASHA**

This Amendment is being made to that Agreement originally signed by the Town of Menasha on November 25, 2008 and by the City of Menasha on November 25, 2008 in connection with the acquisition, construction, and maintenance of a jointly owned and operated retention pond being designed to facilitate compliance by the Town and City with NR216.

This Amendment is being made in consideration that at the time the original Agreement was made, it was not yet determined what funding would be available for the project, what the payment terms would be, and the fact that governmental stimulus funds would be available to defray a portion of the costs.

The amended terms are as follows:

1. An accepted Offer to Purchase the land for the project at a total price of \$392,686.19 including commissions and associated closing costs is tentatively scheduled for closing on Friday, September 4, 2009 and it is agreed that the purchase price will be paid by the Town in full at closing.
2. A total of \$291,373.15 representing 74.2% of the purchase price will be paid by the City to the Town on or before August 28th as an advance reimbursement for the City's share of the purchase price. The deed for the property will be issued as tenants-in-common to the City a 74.2% interest and to the Town a 24.8% interest as fee title owners. This land shall not be partitioned by means of any Court action without unanimous written consent of both the Town and City for so long as either party continues to use the detention pond as a municipal storm water drainage facility.
3. The cost of construction of the pond including all reasonable and necessary facilities associated therewith will be funded in the form of a loan incorporating the provisions of government stimulus funding grant/credits to the Town. The loan will be in the name of the Town and the Town will make all payments on the loan. One week before each loan payment is due, the City will make an advance reimbursement to the Town of 74.2% of each payment due.
4. The provisions of paragraph 6 in the prior Agreement involving proration of government grants/credits, and the provisions of paragraph 4 requiring that the Town be the lead agency for payment of costs, but requiring the City to reimburse the Town in thirty (30) days for costs other than those paid for pursuant to the loan in paragraph 3 above shall continue to apply.
5. An additional Intermunicipal Agreement for operation and maintenance of the jointly owned pond to be known as Tayco Street Pond shall be adopted and signed by the Town and City in addition to this Amendment.

Carbury: u.c)

INTERMUNICIPAL AGREEMENT

JOINT STORMWATER FEASIBILITY AGREEMENT

Town of Menasha and City of Menasha

This Agreement is being entered into between the City of Menasha, a Wisconsin Municipal Corporation located in Winnebago County and Calumet County, State of Wisconsin, and the Town of Menasha, a Wisconsin Municipal Corporation located in Winnebago County, State of Wisconsin;

1. The City of Menasha and the Town of Menasha desire to work to jointly construct, if feasible, a storm water management pond on the site shown on figure 1 attached.
2. The City of Menasha and Town of Menasha agree that the pond will directly benefit the Town and City, as well as the Wisconsin Department of Transportation and Winnebago County. The City and Town recognize that they are each mandated to achieve a 40% reduction in total suspended solids in storm water by 2013.
3. The Town of Menasha shall be the lead agency in the preparation of a request for qualifications for an engineering study to determine whether this project is feasible. Feasibility shall be determined by preparation of preliminary engineering, practicable alternatives analysis, construction, operation and maintenance cost estimates for the pond. This engineering study shall also include a property appraisal, to be obtained by a qualified real estate appraiser selected by the engineering firm for determining the estimated cost of land acquisition.
4. The Town of Menasha shall be the paying party for all contract work. The Town of Menasha shall provide a tabulation of all costs to the City of Menasha. Said billing shall be paid in full within thirty days of receipt of billing.
5. The costs for preparing the feasibility study and appraisal of the land will be prorated on the basis of the estimated pound (weight) reduction in total suspended solids as determined by the feasibility study that will benefit each municipality upon the pond becoming operational.
6. Any grants or funds obtained or provided to the Town of Menasha or City of Menasha shall be prorated on the basis of the estimated pound (weight) reduction in total suspended solids as determined by the feasibility study that will benefit each municipality upon the pond becoming operational.
7. This agreement shall remain in effect unless (i) the parties mutually agree to terminate the agreement, or (ii) either party concludes that the project is not feasible after completion and review of the feasibility study. Project costs incurred to date at the time of any termination shall be shared and paid based on the percentages in paragraph 5.
8. The Town of Menasha and the City of Menasha shall approve the selected engineering proposal prior to entering into agreement with the selected engineering firm. The Town

of Menasha and the City of Menasha shall approve the purchase agreement for land selected prior to entering into agreement with the seller(s) for purchase of the land. The Town of Menasha and the City of Menasha shall approve the bid and construction contract for construction of the pond prior to entering into agreement with the contractor for construction of the pond.

Dated this 20 of NOV, 2008.

TOWN OF MENASHA

By: Arden Tews
Arden Tews, Town Chairman

Karen Backman
Karen Backman, Town Clerk

APPROVED AS TO FORM:

Charles V. Kochler

Herrling & Clark Law Firm
Town of Menasha Attorney

Dated this 25th of November, 2008.

CITY OF MENASHA

By: Donald Merkes
Donald Merkes, Mayor

Deborah A. Galeazzi
Deborah A. Galeazzi, City Clerk

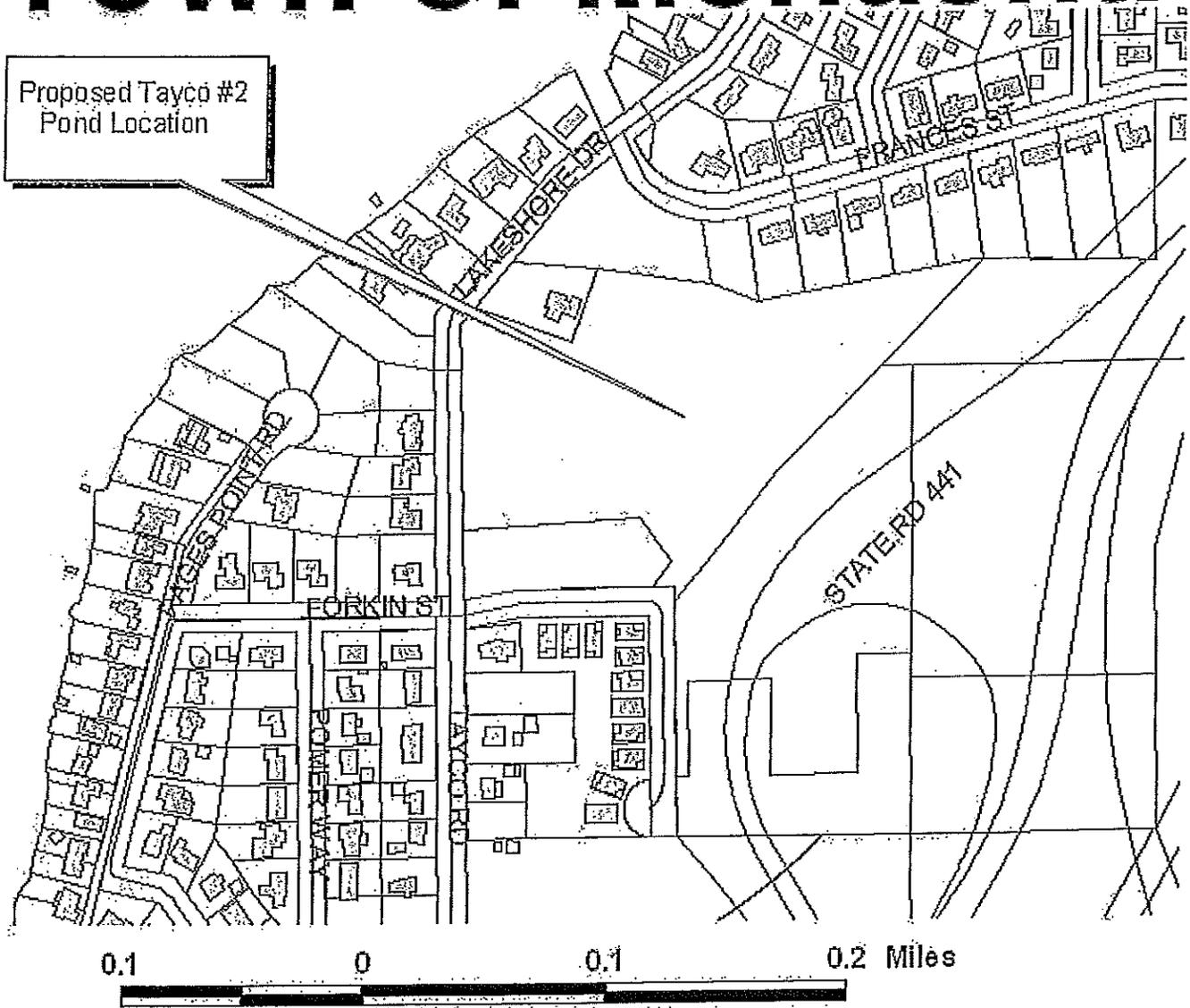
APPROVED AS TO FORM:

Jeffrey S. Brandt
Jeffrey S. Brandt
City of Menasha Attorney

Thomas R. Stoffel, Director of Finance

Figure 1

Town of Menasha



- Road Center Line
- Right of Way
- Buildings
- Town of Menasha Parcels

