

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

**CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, August 3, 2015**

**6:00 PM  
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY  
(five (5) minute time limit for each person)
- F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:  
Minutes to receive:
    - a. [Administration Committee, 7/20/15](#)
    - b. [Board of Public Works, 7/20/15](#)
    - c. [Library Board, 7/16/15](#)
    - d. [NMFR Joint Finance and Personnel Committee, 7/28/15](#)
    - e. [NMFR Joint Fire Commission, 7/29/15](#)
    - f. [Neenah-Menasha Sewerage Commission, 6/23/15](#)
    - g. [Plan Commission, 7/21/15](#)
    - h. [Redevelopment Authority, 7/15/15](#)
    - i. [Winnebago County Joint Review Board, 7/16/15](#)Communications:
    - j. [ASD Steeno, 7/30/15; Human Resources Coordinator-Hiring Announcement](#)
    - k. [K-9 Fundraiser Memorial Golf Outing on 9/11/15](#)
    - l. [First Annual Menasha Corny Community Walk on 8/13/15](#)
    - m. [Menasha Police Benevolent Assn., 7/24/15; Benevolent Purchase Supporting the K-9 Unit](#)
    - n. [DPW Radtke, 7/30/15; Manitowoc Road Trail Project Rescheduled to 2016](#)
    - o. [Ayres Associates, 7/23/15; Public Involvement Meeting-Proposed Reconstruction of Lake Park Rd.](#)
- 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, 07/20/15.](#)  
Administration Committee, 07/20/15 – Recommends the Approval of:
  2. [Site Assessment Grant Agreement between the Wisconsin Economic Development Corporation \(WEDC\) and City of Menasha, and Development Agreement for Receipt and Reimbursement of SAG Grant Funds Agreement Between the City of Menasha and Warehousing of Wisconsin \(WOW\) Logistics.](#)  
Board of Public Works, 07/20/15 – Recommends the Approval of:
  3. [Street Use Application – Otto Grunski Runski; Saturday, August 8, 2015; 6:00 m – 11:00 AM \(City of Menasha\).](#)
  4. [Payment – Janke General Contractors; Gilbert Riverfront Trail; Contract No. 2014-03; \\$51,675.49 \(Payment No. 4\).](#)
  5. [Payment – Janke General Contractors; Gilbert Trestle Improvements; Contract No. 2014-04; \\$20,045.00 \(Payment No. 2\).](#)

6. Payment – Northeast Asphalt, Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer – Southfield West/Natures Way Subdivision Streets, Baker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street; Contract No. 2015-01; \$283,358.37 (Payment No. 2).

Plan Commission, 7/21/15 – Recommends the Approval of:

7. Third Street/Brighton Drive Greenspace Alterations as proposed.

NMFR Joint Finance and Personnel Committee, 7/28/15 – Recommends the Approval of:

8. Authorize hiring one firefighter subject to the retirement of an existing employee on September 4, 2015.
9. The modification to item 4.01 Budget and Cost Distribution Formula of Neenah-Menasha Fire Rescue's Merger Agreement and change this from a five part formula to a four part formula that would eliminate the square footage of buildings portion from the formula as outlined in Director Steeno's memo dated July 23, 2015.
10. The purchase of the SABER 28574 from Pierce Manufacturing for \$387,000 with an additional \$20,000 for equipment for a total cost of \$407,000. Each City Finance Director shall give information to their respective Common Council on funding sources available for each of their Cities for this unbudgeted purchase prior to each Common Council's approval.

#### H. ITEMS REMOVED FROM CONSENT AGENDA

#### I. ACTION ITEMS

1. Accounts payable and payroll for the term of 07/21/15 to 07/30/15 in the amount of \$1,168,081.86.
2. Beverage Operators License Applications for the 2015-2017 licensing period.
3. Possible Motion to Reconsider – Denial of Beverage Operator's License Application.
4. Accept Wisconsin Economic Development Corporation (WEDC) CDI Grant for Menasha Office Tower.
5. Development Agreement Between the City of Menasha and Woodland Developments, LLC.
6. Amendment to Listing Contract with Newmark Grubb Pfefferele for 901 Airport Road.
7. Transfer of City Property to Menasha Downtown Development, LLC (Part of Marina Place Parking Lot).

#### J. ORDINANCES AND RESOLUTIONS

#### K. APPOINTMENTS

#### L. HELD OVER BUSINESS

#### M. CLAIMS AGAINST THE CITY

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

#### O. ADJOURNMENT

### MEETING NOTICE

**Wednesday August 5, 2015 – 5:00 p.m.  
Special Joint Common Council and  
Electric and Water Utility Commission**

**Monday, August 17, 2015  
Special Common Council Meeting – 5:00 p.m.  
Regular Common Council Meeting – 6:00 p.m.  
Committee Meetings to Follow**

CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
July 20, 2015  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 7:24 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Nichols, Taylor, Krautkramer, Langdon, Keehan

EXCUSED: Alderman Zelinski

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, DPW Radtke, CDD Keil, ASD Steeno, PHD McKenney, LD Lenz, Clerk Galeazzi, Howard Kamerer (President/CED of WOW), Michael Hagens (Woodland Developments, LLC).

C. MINUTES TO APPROVE

1. [Administration Committee, 6/1/15](#)

Moved by Ald. Keehan seconded by Ald. Langdon to approve minutes.

Motion carried on voice vote.

D. COMMUNICATIONS

1. [Ken Horner, Director of Operations, CVMIC, 6/9/15; Property Insurance Update.](#)
2. [Concert Health Resources Ltd City of Menasha 2015 Group Report](#)

General discussion ensued on the information on the City employees' Health Risk Assessment report prepared by Concert Health Resources Ltd.

E. ACTION ITEMS/DISCUSSION

1. [Police K-9 Vehicle and Equipment Loss.](#)

CA Captain explained the amount paid out by CVMIC on the Police K-9 vehicle that was totaled as a result a fire. She is waiting to hear on the claim filed with the Local Property Insurance Fund for the equipment loss as a result of the fire.

2. [WEDC Site Assessment Grant and Warehousing of Wisconsin \(WOW\) logistics Development Agreements.](#)

CDD Keil explained the grant of \$150,000 received from WEDC to facilitate the redevelopment of the property at 867 Valley Road, Menasha. This is a pass through grant with no direct financial contribution to the redevelopment project by the City. City staff will handle the grant administration duties.

Howard Kamerer, President/CEO of WOW Logistics explained the plan to purchase the property at 867 Valley Road for future expansion of their facility on the adjacent parcel. The grant funds will be used for site investigation, asbestos abatement, building demolition and soil vapor assessment.

General discussion ensued on the property and development agreement.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council Site Assessment Grant Agreement between the Wisconsin Economic Development Corporation (WEDC) and City of Menasha and Development Agreement for Receipt and Reimbursement of SAG Grant Funds Agreement between the City of Menasha and Warehousing of Wisconsin (WOW) Logistics.

Motion carried on roll call 6-0

3. [Development Agreement Terms - Woodland Developments, LLC.](#)

CDD Keil explained the request from Woodland Developments, LLC to utilize the City's deferred assessment policy for infrastructure installation and engineering to enable them to complete development in the Woodland Hill Subdivision. The City would purchase land for the purpose of making connections with the regional trail system and to provide public access to the development. Funding could come from 2015 street budget.

Michael Hagen, Woodland Developments, LLC, explained the proposed development, connecting trails and terms of the agreement.

General discussion ensued on terms of the development agreement, including trails and funding for the development.

Moved by Ald. Keehan seconded by Ald. Krautkramer to recommend to Common Council Staff prepare Development Agreement with Woodland Developments, LLC.

Motion carried on roll call 6-0.

F. ADJOURNMENT

Moved by Ald. Keehan seconded by Ald. Langdon to adjourn at 8:20 p.m.

Motion carried on voice vote.

CITY OF MENASHA  
Board of Public Works  
Third Floor Council Chambers  
140 Main Street, Menasha  
July 20, 2015  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Vice-Chairman Langdon at 8:25 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Nichols, Taylor, Krautkramer, Langdon, Keehan

EXCUSED: Alderman Zelinski

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, DPW Radtke, CDD Keil,  
ASD Steeno, PHD McKenney, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [July 6, 2015; 1 & 2](#)

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

Motion carried on voice vote.

D. ACTION ITEMS

1. [Street Use Application – Otto Grunski Runski; Saturday, August 8, 2015; 6:00 am – 11:00 AM \(City of Menasha\)](#)

DPW Radtke explained Broad Street may be under construction on that day. Staff is discussing an alternate route.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council Street Use Application for Otto Grunski Runski on Saturday August 8, 2015, 6:00 a.m.- 11:00 a.m. (City of Menasha)

Motion carried on voice vote.

2. [Payment – Janke General Contractors; Gilbert Riverfront Trail; Contract No. 2014-03; \\$51,675.49 \(Payment No. 4\)](#)

DPW Radtke explained the payment is for the concrete trail and a portion of the trestle. Everything is in order so staff recommends payment.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council payment to Janke General Contractors for Gilbert Riverfront Trail, Contract No. 2014-03 in the amount of \$51,675.49 (Payment No. 4).

Motion carried on roll call 6-0.

3. [Payment – Janke General Contractors; Gilbert Trestle Improvements; Contract No. 2014-04; \\$20,045.00 \(Payment No. 2\)](#)

DPW Radtke explained this payment covers a shorten section of the trestle. Work is progressing on this project. Staff recommends payment.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council payment to Janke General Contractors for Gilbert Trestle Improvements, Contract No. 2014-04 in the amount of \$20,045.00 (Payment No. 2).

Motion carried on roll call 6-0.

4. [Payment – Northeast Asphalt, Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer – Southfield West/Natures Way Subdivision Streets, Baker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street; Contract No. 2015-01; \\$283,358.37 \(Payment No. 2\)](#)

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council payment to Northeast Asphalt, Inc. for new street construction and reconstruction, concrete curb and gutter, asphalt payment and storm sewer for Southfield West/Natures Way Subdivision Streets, Barker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street, Contract No. 2015-01 in the amount of \$283,358.37 (Payment No. 2).

Motion carried on roll call 6-0.

5. [Recommendation to Impose Temporary Parking Restriction Along East Side of Mill Street for Office Tower Project](#)

DPW Radtke explained the contractors for the office tower project need to occupy the west portion of Mill Street so there is not sufficient space for two way traffic with parking along the east side of Mill Street. Staff is recommending parking be prohibited along the east side of Mill Street for the duration of the office tower project. This will only impact two parking stalls.

Moved by Ald. Taylor seconded by Ald. Keehan to impose temporary parking restrictions along east side of Mill Street for office tower project.

Motion carried on roll call 6-0.

6. [Report on Methodology for Storm Water Charges from Various Communities](#)  
ASD Steeno provided information on storm water charges from area communities.

7. [Report on 2009-2014 Departmental Expense Breakdown for the Storm Water Utility](#)  
ASD Steeno provided a breakdown by department of expenditures for storm water utility.

General discussion ensued on storm water utility expenditures and revenues.

#### E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 8:44 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

**Minutes of Regular Meeting**  
**ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES**  
Elisha D. Smith Public Library Gegan Room  
July 16, 2015

**Call to order** at 4:05pm by Murray.

Present: Eisen, Englebert, Golz, Murray, VanderHeyden and Wicichowski.

Absent: Crawmer, Kaminski (teen rep) and Rollins-Jump

Also Present: Director Lenz and Dreyer (Administrative Assistant)

**Public Comment/Communication** None

**Election of Officers**

The slate of officers for the 2015/2016 term presented by the Nominating Committee were:

President: Murray

Vice President: Crawmer

Secretary: Wicichowski

President Murray asked for additional nominations from the floor. None were made. VanderHeyden moved and Golz seconded to close nominations and elect the slate of officers as presented. Motion carried unanimously.

**Appointment of Committees**

President Murray made the following appointments to the Library Board's Standing Committees:

Finance: Chair Murray, Eisen, Englebert, Golz and VanderHeyden

Policies & Personnel: Chair Wicichowski, Rollins-Jump and Crawmer

Building & Grounds: Chair Murray, Englebert and Wicichowski

Investments: Chair Murray, Golz and VanderHeyden

Fundraising: Chair Crawmer, Rollins-Jump, Wicichowski and Friends Rep. Gary Coopman

County Liaison: Eisen

**Consent Business**

Motion made by Eisen to approve the Library Board meeting minutes from June 18, 2015, seconded by Englebert. Motion carried unanimously. The Finance Committee will approve the minutes of July 14, 2015 at their next meeting and then they will be presented for approval by the Board of Trustees.

**Authorization of Bills**

Eisen asked about the endowment bill to the Apple Online Store for the two iPads. These iPads will have apps that teach learning skills; they will be attached to the table in the Children's area. Murray asked about the Naviant invoice. This is the annual preventative maintenance bill for one of the copy machines. Motion made by Eisen to authorize payment of the July 2015 bills from the 2015 budget, seconded by Golz. Motion carried unanimously.

**Director's Report/Information Items**

1. June Statistics. The total circulation for the month was -01% and is -1.9% for the year. The books on CD and periodicals show a considerable decrease; trustees questioned if spending on these should be reviewed. Including newspapers, the library has 216 subscriptions. Lenz has compiled 2014 Wisconsin Library Data comparing Fox Valley libraries and gave them Eisen to review for later distribution.
2. 2015 Budget Status. The budget shows that 49.6% of the year has passed and 53.4% of the budget has been spent. Two additional employees were added onto the health insurance at the beginning of the year; these were not anticipated during budget time.
3. Endowment Reports. The June monthly and year to date report was reviewed. A corrected one will be distributed to trustees.

4. Staff Reports.

- Kirk Moore-Nokes has been sent a final offer to be the new Young Adult and Media Librarian to replace Vanessa Taylir. Kirk has a master's degree library science and is currently a librarian at the Neenah library. He is scheduled to start on August 17. He will be asked to attend a board meeting.
- A projector has been purchased to mount on the ceiling in the Children's Story Room.
- The WiFi upgrade (4 routers) has been completed, giving us stronger and faster speeds.
- So far, 134 teens and 159 adults have signed up for the Summer Reading Program. [830 children are enrolled in the children's program.]
- Lenz distributed a list of Trustee webinars from Winnefox.
- One of Lenz's goals was to create a succession plan, which she handed out. The plan outlines how we will accomplish skills development and knowledge transfer. It includes the staff development plan, position descriptions and the hiring process. The plan will be put on next month's agenda to discuss.

5. Finance Committee Report. The committee has reviewed the preliminary budget for 2016 and made some recommendations. They will meet again before the September board meeting to finalize their draft budget for the Board of Trustees. Eisen requested a closed meeting so that adjustments to all expenses may be considered.

Eisen provided the statistics since 2007 of registered borrows. DPI used to count the number of library cards people had; now they count the number of cards that are used during the statistical year.

**Discussion/Action Items**

6. Set day/time for coming year's Board of Trustees meetings. Motion made by VanderHeyden to keep the Board of Trustees meetings at 4:00pm on the third Thursday of each month, seconded by Englebert. Motion carried unanimously.
7. Appointment of 2015-2016 Teen Representative. Motion made by Golz to reappoint Kayleigh Kaminski to be our 2015-2016 teen representative on the Board of Trustees, seconded by Eisen.

**Adjournment**

Motion to adjourn the meeting at 4:38pm was made by Eisen and seconded by VanderHeyden. Motion carried unanimously.

Respectfully submitted,  
Kathy Dreyer, recording secretary

**Neenah-Menasha Fire Rescue  
Joint Finance & Personnel Committee Minutes  
July 28, 2015 – 5:00 p.m.  
Hauser Room – City of Neenah**

Present: Ald. Benner, Ald. Taylor, Ald. Keehan, Ald. Stevenson, Ald. Kunz and Ald. Ramos.

Also Present: Chief Auxier, Director Steeno, Director Easker and OM Theisen.

Public: Ald. Pollnow, AC Sipin, and Mayor Kaufert.

Ald. Benner called the meeting to order at 5:00 p.m.

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

Minutes: The Committee reviewed the meeting minutes of May 26, 2015. **MSC Stevenson/Keehan to approve the May 26, 2015 meeting minutes, all voting aye.**

5:02 p.m. Ald. Kunz entered the meeting.

Budget Report: The Committee reviewed the June 2015 budget report. Chief Auxier noted there is some savings on salaries and fringes from not filling the DC position right away. Dive Team overtime wages have gone over budget. The decision was made to have one of our divers attend classes so he can become certified. This will allow us to have him perform training versus hiring an outside vendor. **MSC Keehan/Stevenson to approve the June 2015 budget report and place on file, all voting aye.**

Monthly Activity and Automatic Aid Report: The Committee reviewed the June activity, June automatic aid, quarterly activity and quarterly automatic aid reports. Ald. Taylor said he has brought this issue up before consolidation, with former Chief O'Brien, regarding purchasing smaller vehicles to have two firefighters respond to EMS calls versus having the fire trucks respond with three firefighters. He asked if we looked at making this change yet. Ald. Benner asked AC Sipin about the report that he put together last year when Ald. Taylor asked this question. AC Sipin said, without having the report in front of him, he can review the information but will not have specific data. There are some larger departments who have switched to this type of a response for EMS calls. It works for them because of the number of additional resources, and staffing, they have. La Crosse Fire Department does this as they have enough staffing to have two firefighters respond to EMS calls with a smaller vehicles and fully staff engine companies to cover structure fires, Haz Mat calls, extrication calls, backup for additional EMS calls, etc. Recently, Janesville Fire Department began a slightly different staffing model for EMS calls. A three person ladder crew cross staffs a smaller vehicle that responds to EMS calls. While this crew responds to EMS calls this leaves their only ladder truck out of service. They have had issues where their ladder crew is on an EMS call and couple of structure fires came in while they were at an EMS call. The firefighters had to drive back to the station, to get their gear, and then jump on the ladder truck to respond to the structure fire. This caused significant delays in getting their only ladder truck to the structure fire. He said he would be happy to forward this report to everyone again for review. Ald. Benner asked him to do this. Ald. Taylor asked how many people are allowed off at one time. Chief Auxier said each shift is allowed to have four people off. Ald. Taylor asked if we need people at every station responding to EMS calls. Chief Auxier confirmed that we do. If we only have some vehicles responding to EMS calls and/or if we separate our crews there will be significant increases in response times. Ald. Taylor said with a \$500,000 vehicle purchase we want to preserve the life of this vehicle and he does understand the staffing issues.

Ald. Benner asked AC Sipin what kind of vehicles the other departments use when they went to this alternative response plan. AC Sipin said he thought they were F250 vehicles that were customized. If we did this it would have to be a heavy

duty vehicle with MDC, radio, lights, sirens and other equipment. He estimated it would be around \$70,000 for this type of a vehicle with a life expectancy of 15-20 years. Ald. Benner said we would have to purchase one of these for all four stations and the life expectancy is the same as a fire truck. We come out ahead by sticking with our current response method of having fire trucks staffed at all times. We still need fire trucks, and equipment, to respond to non-EMS calls. It makes sense to continue our current response protocol as it keeps crews together and reduces response times, which is what is best for our citizens.

Ald. Stevenson asked how long we have had the EMS program in place. Chief Auxier said this began prior to consolidation and thought it began around 1998. Ald. Stevenson said implementing an additional service costs money. We are starting to see maintenance experiences as it has been almost 18 years since this service began. **MSC Stevenson/Keehan to approve the June activity, June automatic aid report, quarterly activity and quarterly automatic aid reports and place on file, all voting aye.**

**MSC Stevenson/Keehan to amend the agenda to move up new business for consideration and action at this time, all voting aye.**

Firefighter Vacancy: The Committee reviewed the memo, from Chief Auxier, regarding future the firefighter vacancy and requested permission to fill this vacancy. He noted Mayor Merkes and Mayor Kaufert support filling this position and it would not be filled until after the firefighter retires. **MSC Taylor/Stevenson recommends the City of Neenah and City of Menasha Common Councils authorize hiring one firefighter subject to the retirement of an existing employee on September 4, 2015, all voting aye.**

Modification of Item 4.01 Budget and Cost Distribution Formula of NMFR's Merger Agreement: The Committee reviewed the memo from Director Steeno regarding the issues the City of Menasha has in obtaining accurate information on the square footage of buildings in their City. Director Steeno noted last year the Committee decided to increase the City of Menasha's share by 1% and asked her to continue to investigate Menasha's ability to come up with this information. The City of Neenah is able to obtain this through their utility billing system. The City of Menasha doesn't track this information and when information was put together by staff to the best of their ability. Due to this circumstance both Finance directors didn't feel it was appropriate to continue the five part formula. They both recommend changing the formula from five parts to four parts. Ald. Stevenson asked if this Committee can recommend this change. Directors Steeno and Easker said they spoke to CA Godlewski and CA Captain and both were in agreement this Committee can make a recommendation to both Councils for a change.

5:28 p.m. Ald. Ramos entered the meeting.

**MSC Kunz/Keehan recommends the City of Neenah and City of Menasha Common Councils approve the modification to item 4.01 Budget and Cost Distribution Formula of Neenah-Menasha Fire Rescue's Merger Agreement and change this from a five part formula to a four part formula that would eliminate the square footage of buildings portion from the formula, as outlined in Director Steeno's memo dated July 23, 2015, all voting aye.**

Consideration of Replacing Pumper 35: The Committee reviewed the memo from Chief Auxier regarding Pumper 35's current mechanical issues. Chief Auxier said it is out of service. If one of our front line vehicles has to be taken out of service for any mechanical issues and/or if we have a major incident and need to staff our reserve engine for additional support we do not have ability to do this. The initial estimate to fix the issues is around \$20,000. However, there may be additional costs once they start looking at it. This vehicle is 25 years old and discussion was held on whether we spend money to make these repairs or replace the engine. If we purchase a new vehicle, Pumper 35 would be removed from the fleet, Engine 35 would be moved to a reserve engine status and the new engine would take Engine 35's place as a front line response vehicle.

Ald. Kunz asked expressed concern with the current vehicle replacement procedure. He noted this is the second time, in the past year, we have had to make a decision like this. Chief Auxier said five years ago we were asked by each City to

start pushing back replacements of vehicles due to the budgetary issues each City was facing from decreased State shared revenue, etc. Director Easker said the dynamics have changed on equipment, vehicle and building repairs/replacements. Neenah puts together a replacement cycle for these items and these vehicles were to be replaced at 15-20 years. However, each City decided due to the budget constraints they had at that time it was best to push back the replacement of NMFR's vehicles and we are now in a state of things piling up. Ald. Kunz expressed frustration with this procedure and asked that we put together a replacement policy for vehicles, have this Committee review it, and each Council needs to understand we cannot continue to go down the road of pushing back replacements as it is catching up with us.

5:45 p.m. Mayor Kaufert entered the meeting.

The Committee reviewed information on the vehicles available from different vendors. A lengthy discussion was held on differences between these vehicles and the Department's needs. Chief Auxier noted it is the Truck Committee's recommendation to purchase the Saber 28574 from Pierce Manufacturing for \$387,000 and we would need an additional \$20,000 for transferring the radio, MDC, decaling the truck, and purchasing some additional features to meet the functionality needs of our Department.

A lengthy discussion was held regarding the pros and cons of fixing Pumper 35 versus purchasing a new vehicle. Mayor Kaufert asked who gave us the cost estimates for repairs and noted his brother-in-law works for Seagrave. He told him there are people from Detroit Diesel will come and refurbish engines at Seagrave all the time. He suggested we call Detroit Diesel and see if they would do this for us and give us an estimate on repairs. He said if it only costs us \$20,000 to fix this, and it can last another two years, it would be a better option. Ald. Taylor said he agrees with Mayor Kaufert. If it is a small repair it would save money and he knows that rural departments salivates over things they don't have and NMFR does. He expressed concern about the reliability of Pierce's engines. Ald. Stevenson pointed out the issues Pierce was having were mainly caused by having Detroit engines and it was solved by switching to a Cummins engine. Pumper 35 has a Detroit engine.

Chief Auxier said it was an independent contractor who gave us the price estimate. He reminded everyone that it was only an estimate and there could be more costs once they start investigating what the issues may be. The labor charges are high due to the design of this vehicle. The cab doesn't lift, it is attached to the frame and we have to unscrew the roof mounted aerial ladder and go from there to get at the engine. This year the brakes were replaced and the vendor had an issue finding parts due to the vehicle's age. They had to make some custom things in order to finish the job. Even if it is a simple fix right now, we have to remember these "new" things are attached to other pieces that are 25 years old and eventually things wear out.

Ald. Benner asked Directors Easker and Steeno about financing options for each City if this vehicle was replaced at this time. Chief Auxier noted Mayor Merkes said he has some concerns regarding the funding of a new vehicle and would prefer a recommendation for replacement not move forward immediately from this Committee. Director Easker said Neenah has some flexibility. Every purchase has to be made by one City and it has always been Neenah. Neenah bills Menasha for their portion and Menasha pays within 30 days. If we do not take delivery of this vehicle until October money wouldn't be due until that time. Neenah can pay for the vehicle and if it would help out Menasha they can reimburse Neenah their share in January of 2016. Director Steeno said from a cash flow standpoint it is not an issue but citizens want things in the budget before it's approved. Menasha would finance this purchase through another State trust fund loan. Regardless if the purchase is made in October of 2015, Menasha's first payment wouldn't be due until January of 2017. Director Easker reminded everyone that if this is the route taken it would be a 2015 expense but would be put in the 2016 budget.

Ald. Kunz said we should have learned our lesson last year with pushing back the replacement of Quint 32. He said we should move forward with replacing this vehicle now and have the Department continue to research additional options to see what the costs may be to repair the Pumper 35 and bring it back to the Committee for review. If it makes sense to spend money to fix Pumper 35, to increase the value of this vehicle to sell it, we should do it. However, he doesn't agree with making repairs to Pumper 35 to and push back replacing this for two years. Ald. Ramos agreed with Ald. Kunz's opinion. Ald. Benner asked AC Sipin what the cost would be, if we were not in crisis management, and replaced it in

2017. AC Sipin doesn't have exact figures but it would be upwards of \$450,000 because costs increase every year for new vehicles. Ald. Benner said he agrees with Ald. Kunz's opinion. Ald. Stevenson said if what AC Sipin said is true, this purchase gives us everything we need for operations, we can continue to protect the citizens in both Cities in the same manner and save \$75,000 by replacing it now, it makes more sense to replace this now. Ald. Keehan asked if the \$20,000 needed for equipment and transferring the radio, MDC, etc. would exist even if this vehicle is replaced in 2017. Chief Auxier confirmed this. Ald. Keehan said he agreed that it makes more sense to replace the vehicle at this time. **MSC Ramos/Keehan recommends the City of Neenah and City of Menasha Common Councils approves the purchase of the SABER 28574 from Pierce Manufacturing for \$387,000 with an additional \$20,000 for equipment, for a total cost of \$407,000. Each City Finance Director shall give information to their respective Common Council on funding sources available for each of their Cities for this unbudgeted purchase prior to each Common Council's approval, all voting aye.**

Committee members asked Chief Auxier to work on obtaining information from Detroit Diesel to see if they can fix this vehicle and what the potential costs may be. He should bring this information back to their next meeting for review. Ald. Kunz said if Chief Auxier is able to obtain this information prior to council approving the purchase of this new vehicle, to please forward this to them.

Due to time constraints, the Committee didn't review any old business items and decided to review this at the next meeting.

**MSC Stevenson/Keehan to adjourn at 6:25 p.m., all voting aye.**

Respectfully Submitted,

Tara Theisen  
Office Manager

**Neenah-Menasha Fire Rescue  
Joint Fire Commission Meeting Minutes  
July 29, 2015 – 11:00 a.m.  
Hauser Room – City of Neenah**

Present: Commissioners Kubiak, Leibhauser, Keating and Lewis.

Excused: Commissioners McCann and John.

Also Present: Chief Auxier and Director Barber.

Commissioner Lewis called the meeting to order at 11:00 a.m.

Minutes: The Commission reviewed the May 29, 2015 meeting minutes. **MSC Keating/Leibhauser to approve the May 29, 2015 meeting minutes, all voting aye.**

**MSC Leibhauser/Kubiak to convene into closed session pursuant to Section 19.85(1)(c), Wis. Stats for the purpose of interviewing applicants for the open Deputy Chief's position, all voting aye.**

**MSC Kubiak/Keating to re-convene into open session, all voting aye.**

Deputy Chief Eligibility List: **MS Keating/Leibhauser to place all three candidates on to Neenah-Menasha Fire Rescue's hiring list for Deputy Chief. Kubiak, Keating and Leibhauser voting aye and Lewis voting nay. Motion carried.**

**MSC Keating/Leibhauser to adjourn at 1:00 p.m., all voting aye.**

Respectfully Submitted,

Al Auxier  
Chief

AA/tt

# NEENAH-MENASHA SEWERAGE COMMISSION

## Regular Meeting

Tuesday June 23, 2015

Meeting was called to order by Commission President Youngquist at 8:00 a.m.

**Present:** Commissioners Mike Sambs, Raymond Zielinski, Steve Coburn, Kathy Bauer, Tim Hamblin, Dale Youngquist; Manager Randall Much, Attorney John Thiel, Accountant Roger Voigt.

**Excused:** Commissioner Jim Gunz.

**Also Present:** Chad Olsen (McMAHON); Rob Franck, Paul Much (MCO).

Public Forum. No one in attendance for public forum.

May 26, 2015 Regular Meeting minutes: Motion by Commissioner Zielinski, second by Commissioner Coburn to approve the minutes from the May 26, 2015 Regular Meeting. Motion carried unanimously.

### Correspondence

The following correspondence was discussed:

June 15, 2015 email from Marshelle Slayton, Sonoco to Roger Voigt, NMSC.  
RE: Sewer sampling shutdown postponed until August 11, 2015.

### Old Business

Update and discussion in potential change in billing method for industrial users. Attorney Thiel is present to advise the Commission on this matter. Attorney Thiel discussed and explained the history of the Ordinance-Contract and the 1983 and 2003 contracts with Sonoco and why there were contracts with Sonoco and Gilbert Paper with the Commission billing these industries directly for wastewater treatment. It is Attorney Thiel's recommendation for the cleanest way in changing industrial users being billed by the Commission to be billed by the community they are located in is by amending the Ordinance-Contract; the change would be to delete the concept of Industrial User. The Commission further discussed the 1983 and 2003 contracts with Sonoco and the wording of current debt and future debt. Attorney Thiel expressed the City of Menasha concern that if there is no Commission contract with Sonoco then Sonoco may not pay capital charges. Attorney Thiel was questioned if Sonoco could stop paying towards capital; he responded by removing Industrial User from the Ordinance-Contract they could not. If we leave the Ordinance-Contract as-is then we may have a lawsuit. Attorney Thiel will put together a punch list of what needs to be completed. It was questioned what benefit does the Commission receive with a contract with Sonoco? Manager Much indicated there is no benefit and also indicated by eliminating our billing to Sonoco it would eliminate some of the billing issue with the subtraction method used to arrive at the City of Menasha bill. Commissioner Coburn questioned how a new industry would be treated if they come to the area and are greater than 5% and classified as an Industrial User; they would need to contract with the Commission for their wastewater treatment and billing charges.

## New Business

### Operations, Engineering, Planning

HSI Blower Status Update. President Youngquist reported to the Commissioners no letter was received as promised last month regarding replacing the HSI blowers; Jon Myers became ill and he will send out the letter soon. Rob Franck reported the blowers have been operating okay; any issues that occur have been addressed. The blowers are now running more often and are cycling on and off more frequently. Commissioner Coburn expressed his concern as this type of blower is designed to start up and run; not to cycle on and off.

Commissioner Jim Gunz entered the meeting (8:55 am).

Phosphorus Removal – Chad Olsen reported the analyzers arrived, in multiple boxes and it is a kit to be assembled; this was not expected. Rob Franck reported there were no master installation and assembly instructions with the delivered units. Manager Much reported the chemical use study will increase lab testing 70%-80% for the next 3-4 years.

Rob Franck reported on the status of the Town of Neenah S.D. #2 lift station #3 replacement; the landscaping is the only item remaining to be completed.

Chad Olsen reported on the electronic communication of flow data from remote sites; network communication issues are being worked out. Commissioner Gunz questioned if the original SCADA contract with McMahon has been completed; when was it scheduled to be completed? Is there a time frame for completion? Is it fair to say it is a year and half late? Chad responded he is not able to provide honest answers to these questions; he will forward these concerns to Tom Kispert. President Youngquist requested for the next meeting to be updated on where we are at with the SCADA contract and when it will be complete.

Chad Olsen reported on the status of the iReportPlus Reporting Software to replace the current OPS32 software; work is still in process, they are waiting for data from the remote monitoring stations.

Accountant Voigt was requested to provide a summary of McMahon contracts and billing status.

Chad Olsen presented and discussed the McMahon Agreement for Professional Services for additional controls and programming related to: replacing floats in the plant wet well, integrating the new blower added in the headworks building and also added at the Ninth Street metering station. Commissioner Gunz questioned the cost for equipment, materials and installation for part 1; Rob Franck indicated equipment costs are about \$3,000, material costs about \$600 and installation would be performed by MCO for no additional costs. Manager Much added the cost for part 1 is for programming the equipment into the SCADA system. After discussion of part 1, the Commission discussed parts 2 and 3 of the proposed agreement. Part 2 is to program a signal into the SCADA system if a new blower installed in the headworks building for mixing in the influent channel stops or starts running; this is not critical, if it stops running it may not be caught for 1-2 days. Commissioner Gunz asked Manager Much for his recommendation; Manager Much responded that Part 2 and Part 3 are \$5,000 each, for Part 2 it is located here at

the plant and it may not be worth the money for programming this feature. Part 3 is located at the Ninth Street metering station and this may be worth considering. After discussion it was recommended that Part 1 should be completed and not Parts 2 and 3. Motion by Commissioner Gunz second by Commissioner Sambs to defer Part 1 of this agreement for approval at the next meeting and to eliminate Parts 2 and 3 from the proposal for services. Motion carried unanimously.

Chad Olsen presented and discussed the McMahon Agreement for Professional Services for Lift Station Flow Meter Replacement Design at the Lake Park Road Lift Station. Rob Franck explained the issues being experienced with the current flow meters at this metering station. President Youngquist questioned the engineering portion; it is for the technical specifications and drawings. After discussion motion by Commissioner Gunz second by Commissioner Zielinski to approve the McMahon Agreement for Professional Services for Lift Station Flow Metering Replacement Design. Motion carried unanimously.

Commissioner Gunz requested that a more structural procedural method needs be followed; there should be more advanced notice of the issues like this to the Commission so they are aware of the problems prior to receiving an agreement for services requiring them to make a decision on issues they were not informed about.

Chad Olsen presented and discussed the McMahon Agreement for Professional Services for HACH Ortho-P Analyzers SCADA & Control Integration & Programming. The HACH Ortho-P analyzers were previously discussed, this will be for the programming the units into the SCADA system; MCO is installing the units at no additional cost. Commissioner Gunz questioned for verification, that the agreement will integrate the units with the SCADA system; yes. After discussion motion by Commissioner Gunz second by Commissioner Coburn to approve the McMahon Agreement for Professional Services for HACH Ortho-P Analyzers SCADA & Control Integration & Programming. Motion carried unanimously.

Motion by Commissioner Zielinski second by Commissioner Gunz to approve for payment McMahon invoices #43229, #43230 and #42997 in the amounts of \$2,600.00, \$1,700.00 and \$250.00. Motion carried unanimously.

Manager Much discussed the Operating Report for the month of May 2015. The plant is running very well; the plant effluent Suspended Solids have been going down. After discussion, motion by Commissioner Gunz second by Commissioner Coburn to approve the operating report for the month of May 2015. Motion carried unanimously. Manager Much reviewed the list of construction items remaining to be completed. Manager Much updated the Commissioners on aeration tank #6; there was 1 person from August Winter & Sons, 1 person from Sanitare, and 2 people from MCO working on cleaning the tank piping and installing new aeration membranes. The aeration tank was put back into service; the issue was resolved for about 1 week and then returned. Further discussion ensued on air flow meters and piping.

#### Budget, Finance, Personnel

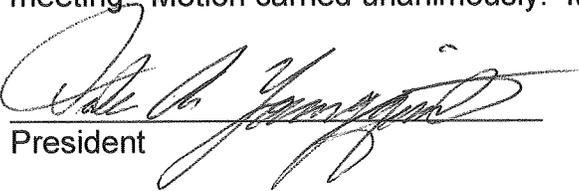
Accountant Voigt discussed the financial statements and the cash & investment report for the month of May 2015. Currently the Commission's operations are running at a deficit; this will be closely watched with the next billing, and if needed, a modification to the rates may be presented.

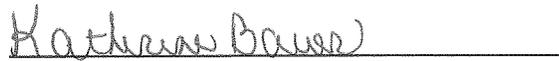
MCO generated \$2,800 in income to the Commission. After discussion, motion by Commissioner Gunz, second by Commissioner Zielinski to accept the Accountant's Report for the month of May 2015. Motion carried unanimously.

Motion by Commissioner Gunz, second by Commissioner Sambs to approve for payment MCO invoices #19385, #19420 and #19422 in the amounts of \$123,501.42, \$100.00 and \$634.85 with payment to be made after July 1, 2015. Motion carried unanimously.

Motion by Commissioner Zielinski, second by Commissioner Gunz to approve Operating and Payroll Vouchers #135020 through #135067 in the amount of \$241,327.84 for the month of May 2015. Motion carried unanimously.

Motion made by Commissioner Coburn, seconded by Commissioner Hamblin to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:57 a.m.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**CITY OF MENASHA**  
**Plan Commission**  
**Council Chambers, City Hall – 140 Main Street**  
**July 21, 2015**  
**MINUTES**

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**A. CALL TO ORDER**

The meeting was called to order at 3:35 PM by Mayor Merkes.

**B. ROLL CALL/EXCUSED ABSENCES**

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Benner, DPW Radtke and Commissioner Sturm.

PLAN COMMISSION MEMBERS EXCUSED: Commissioners Cruickshank, DeCoster, and Schmidt.

OTHERS PRESENT: CDD Keil, CDC Heim, AP Englebert, Steve Grenell, Menasha Utilities, Dan Gueths (2035 Manitowoc Road) and Tom Grade (999 Brighton Drive).

**C. MINUTES TO APPROVE**

1. **Minutes of the July 7, 2015 Plan Commission Meeting**

Motion by Comm. Sturm, seconded by Ald. Benner to approve the July 7, 2015 Plan Commission meeting minutes. The motion carried.

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

1. No one spoke.

**E. DISCUSSION**

1. **Mini Storage Facilities in Commercial Districts**

CDD Keil indicated that Mr. Gueths has approached him on several occasions regarding his property at 2035 Manitowoc Road. CDD Keil provided an overview of the three locations within the city where storage facilities exist on C-1 (General Commercial District) and C-4 (Business Park District) zoned properties; storage facilities are not a permitted or special use within those zoning classifications. CDD Keil explained that Mr. Gueths' property had been rezoned from industrial to commercial in 2002 which made the use of the storage units a non-conforming use and cannot be expanded or enlarged. There are possibilities that could argue for a variance; however those possibilities do not indicate a hardship. Mr. Gueths' desire to expand the indoor facility as well as the current outdoor items would be stored inside. Commissioners discussed the following:

- Rezone property back to Industrial use
- Amend current zoning ordinance to allow where existing, non-conforming facilities may be expanded
- Current site restrictions to meet landscaping requirements
- Eliminate outdoor storage
- Add value to building
- Gain landscaping that currently is not present at the site
- Impact of ordinance change if similar proposals were brought forward

Mr. Gueths addressed the commission regarding the following:

- Current building is full, if allowed to expand feels could fill another building
- Size differences in self-storage and mini warehousing
- Variance from landscaping requirements

CDD Keil indicated that the 2002 rezoning was intended to make uses more compatible with

the residential properties in the area.

Additional discussion by Commissioners included:

- Resolving this issue with property owner while protecting the city in the future
- If building expanded, Fire Department would need to review to have proper access around the building
- Special Use Permit to address this specific location, wouldn't have impact on other sites and commission could place conditions on the Special Use Permit.

Consensus of the Commissioners was to bring this item to the next Plan Commission meeting to allow more time to consider options.

## **F. ACTION ITEMS**

### **1. Third Street / Brighton Drive Greenspace Alterations**

CDD Keil gave a brief overview of this project. Tom Grade addressed the Commission and provided letters of support from the neighbor residents supporting the proposed project. Mr. Grade also explained to the Commission that he and other neighbors have been planting flowers and maintaining the flower beds within the area. The concept of repurposing salvaged materials from the former hotel to create a bench as well as extending the concrete seawall with donated concrete are the main focus of this project.

Commissioners discussed the following:

- Ice shoves and the possibility of damage to a new seawall
- Protecting the intake area
- The expectation that City staff would provide in-kind labor for the concrete work and reseed the area
- Who would be constructing the proposed bench and request to have city staff oversee the design and provide engineering assistance

Motion by Comm. Sturm, seconded by DPW Radtke to recommend to the Common Council the Third Street/Brighton Drive greenspace alterations as proposed. Motion carried 4-0

## **H. ADJOURNMENT**

Motion by DPW Radtke, seconded by Comm. Sturm to adjourn at 4:25 PM. The motion carried 4-0.

*Minutes respectfully submitted by CDC Heim.*

**CITY OF MENASHA**  
**Redevelopment Authority**  
**Council Chambers, 3<sup>rd</sup> Floor City Hall – 140 Main Street**  
**July 15, 2015**  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

The meeting was called to order at 5:31 PM by Chairman Vanderhyden.

**B. ROLL CALL/EXCUSED ABSENCES**

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Ald. Becky Nichols, Kim Vanderhyden, Tim Caudill, Linda Kennedy, and Gail Popp.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Kip Golden and Bob Stevens.

OTHERS PRESENT: CDD Keil, ASD Steeno, CA Captain, Mike Balthazor (963 Lotus Trail).

**C. MINTUES TO APPROVE**

1. **Minutes of the June 2, 2015 Redevelopment Authority Meeting**

Motion by Linda Kennedy, seconded by Tim Caudill to approve the June 2, 2015 Redevelopment Authority meeting minutes. The motion carried 5-0.

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

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

No one spoke.

**E. DISCUSSION ITEMS**

1. None.

**G. ACTION ITEMS**

1. **Lake Park Villas – Second Restated Covenants**

CDD Keil reported that the second restated covenants were presented to the homeowners association at last fall's annual meeting. No action was taken. There seems to be an impasse over a provision associated with the city's maintenance of bridges and certain trails. There's also some concern regarding the RDA taking over most of the city's obligations to the homeowners association. Attorney Captain explained the city's position with regard to its future obligations.

Commissioners discussed the changes of obligations of the city from the original covenants to the restated covenants and possibilities for reconciling disputed items. Gail Popp volunteered to meet with HOA board members to work out a consensus on how to proceed with getting the second restated covenants adopted. This item is to appear on the next RDA agenda.

2. **Request by Mike Balthazor – 963 Lotus Trail – Purchase a Portion of 916 and 912 Clover Court**

CDD Keil described the proposal by Mr. Balthazor to acquire a small portion of the rear of the above referenced lots on Clover Court in order to create a more regular rear lot line on his lot and to have a bit more depth in his rear yard.

Commissioners discussed how the parcel would be carved out of the existing lots, whether a certified survey map would be required and how the new lot corners would be monumented. Upon discussion of the complexities and expense associated with the process, Mr. Balthazor withdrew his proposal and thanked the board members for their input.

3. **Request from Cypress Homes, Inc. to Rescind Offer to Purchase on Lot 109 of Lake Park Villas Plat**

The offer had expired, so no action needed to be taken.

4. **Offer to Purchase Lot 99 of the Lake Park Villas Plat – Cypress Homes, Inc.**

CDD Keil stated that Lot 99 is now part of Lot 2 of CSM 2735. Cypress is planning on building a model home on the lot. Copies of the offer and the counter offer prepared by staff were distributed. Commissioners discussed the size and location of the lot relative to the adjacent outlot and the size of the home to be built on the parcel.

Motion by Gail Popp, seconded by Linda Kennedy to approve Counter-Offer Number 1 for Lot 2 of CSM 2735 with the condition that the minimum floor area requirement of Section 2.03.3 of the Land Purchase and Development Agreement By and Between The Redevelopment Authority of the City of Menasha and Cypress Homes, Inc. dated April 3, 2013 is reduced from 1,700 to 1,600 square feet. The motion carried

5. **Request from Cypress Homes, Inc. to Waive 1,700 Square Foot Home Size Minimum as Required by Section 2.03.3 of the Purchase and Development Agreement and Establish a 1,600 Square Foot Minimum for Lot 99 of the Lake Park Villas Plat**

See Item 4, above.

6. **RR Donnelley Land Purchase Agreement (to be received)**

CDD Keil reported that he had reached consensus with RR Donnelley's real estate personnel regarding the basic terms of a development agreement and that staff had received authorization from the Common Council to expend funds for an appraisal and environmental assessment. RRD is preparing a purchase and sale agreement which is expected to be completed shortly.

No action was taken on this item.

**G. ADJOURNMENT**

Motion by Linda Kennedy, seconded by Gail Popp to adjourn at 6:55 p.m. The motion carried 5-0.

*Minutes respectfully submitted by CDD Keil.*

**CITY OF MENASHA**  
**Winnebago County Joint Review Board**  
**Council Chambers, City Hall – 140 Main Street**  
**July 16, 2015**  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

The meeting was called to order at 3:00 PM by Mayor Merkes.

**B. ROLL CALL/EXCUSED ABSENCES**

MEMBERS PRESENT: Brian Adesso, Mark Harris, Amy Van Straten, Scott Francis, and Mayor Merkes.

MEMBERS EXCUSED: None.

OTHERS PRESENT: CDD Keil, ASD Steeno, AP Englebert, CDC Heim, and Todd Taves representing Ehlers.

**C. MINUTES TO APPROVE**

1. **Minutes of the June 16, 2015 Joint Review Board Meeting**

Motion by Amy Van Straten, seconded by Mark Harris to approve the June 16, 2015 Joint Review Board, Winnebago County meeting minutes as presented.

The motion carried.

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

1. No one spoke.

**E. ACTION/DISCUSSION ITEMS**

1. **Review of the Public Record, Planning Documents, Plan Commission Resolutions, and the Resolutions passed by the Common Council Approving the Creation of Tax Incremental District #13 and Project Plan Amendment to Tax Incremental District #5**

Mr. Taves gave an overview of the required documents that state statues indicates must be reviewed by the Joint Review Board. A brief overview the respective documents was given by Mr. Taves.

2. **Consideration of the City of Menasha, Joint Review Board – Winnebago County Resolution 1-15 Approving the Creation of Tax Incremental District #13**

Mr. Taves indicated that the Joint Review Board resolution outlines the three criteria that are required for the Joint Review Board to approve the creation of Tax Incremental District #13.

No further discussion by the board.

Motion by Amy Van Straten, seconded by Scott Francis to approve City of Menasha Joint Review Board resolution 1-15 approving the creation of Tax Incremental District #13. Motion carried on roll call 5-0.

3. **Consideration of the City of Menasha, Joint Review Board – Winnebago County Resolution 2-15 Approving Project Plan Amendment to Tax Incremental District #5**

Mr. Taves provided an overview of the resolution and how it relates to State Statues. Brian Adesso questioned if any members of the Board knew if the exempt computer TID payment legislation was passed. Mark Harris indicated that the legislation never made it to the floor of the legislative for a vote.

Motion by Scott Francis, seconded by Mark Harris to approve City of Menasha Joint Review Board resolution 2-15 approving project plan amendment to Tax Incremental District #5. Motion carried on roll call 5-0.

4. **Determination of Whether to Designate Joint Review Board as a Standing Joint Review Board, or to Disband Following Adjournment**

Mr. Taves indicated that statutes do not require the board has to take action on this item. CDD Keil explained that the city would prefer to have a standing board for ease of contacting board members.

Motion by Mark Harris, seconded by Brian Adesso to designate the Joint Review Board a standing board. The motion carried 5-0.

**G. ADJOURNMENT**

Motion by Scott Adesso, seconded by Scott Francis to adjourn at 3:10 p.m.

The motion carried.

*Minutes respectfully submitted by CDC Kristi Heim.*



MEMORANDUM

To: City of Menasha Common Council  
From: Peggy Steeno, <sup>PS</sup>Administrative Services Director  
Date: July 30, 2015  
RE: Human Resources Coordinator – Hiring Announcement

I am pleased to announce the hiring of Candi Huber as the new Human Resources Coordinator. Candi comes to the City with seven years of HR, safety, and business experience, along with a corresponding education. Having spent the past seven years as the Human Resources & Safety manager for a manufacturing company, Candi brings a wide variety of skills and abilities needed to be successful in her new role. Candi will be responsible for coordinating all City HR functions, including: recruitment, retention, professional development, communications, planning, policies, benefits, and reporting, as well as working with Menasha Utilities on HR functions as has been discussed throughout the recruitment process.

Please help me in welcoming Candi to the City of Menasha as of August 10<sup>th</sup>.



To: Members of the Common Council

From: Chief Tim Styka (TS)

Date: July 28, 2015

RE: K-9 Fundraiser

### **BACKGROUND**

The Menasha K-9 Program has relied upon fundraising and donations for the operations of the Unit.

### **ANALYSIS**

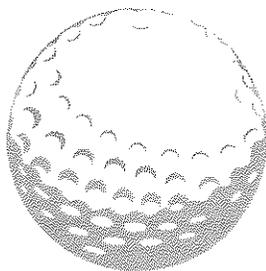
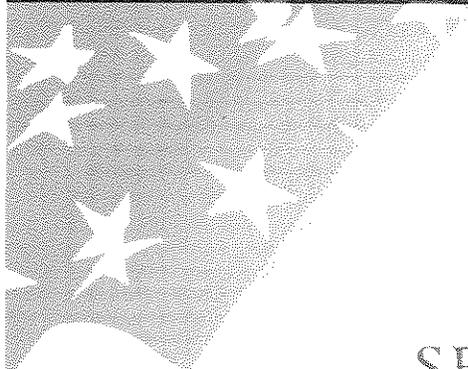
The radio stations of Duke FM (93.5 & 99.7) The Drive (94.3) and WNFL (92.1) are hosting a September 11<sup>th</sup> Memorial Golf outing at Royal St. Patrick's Golf Course in Wrightstown. The Menasha Police K-9 Unit has been selected as one of two beneficiaries for the fundraiser. We are honored to have been selected as a recipient. This event will assist us in meeting current and future expenses of the program.

### **FISCAL IMPACT**

There is no cost to the City. The K-9 Program will receive a financial benefit from participating in the event.

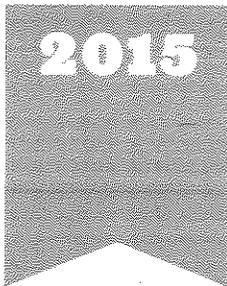
### **RECOMMENDATION**

No action is needed by the Council at this time. At the conclusion of the event any money raised on behalf of the program will be presented to the Council for acceptance.



# SEPTEMBER 11 MEMORIAL

## Golf Outing



Proceeds Benefitting

Desert Veterans of Wisconsin & Menasha Police K-9 Unit

**Friday, September 11th, 2015**

**Royal St. Patrick's Golf Course**, 201 Royal St. Pats Drive., Wrightstown, WI 54180

18 Hole Scramble - \$95/Person or \$380/Team

Fee Includes Cart, Lunch, Supper, 2 Drink Tickets - 50/50 Raffles, Bucket Raffles, Prizes, Contests

Tee Off 0900 Sharp

Register & pay online at: [duke.fm](http://duke.fm) or [thedrive.fm](http://thedrive.fm) -OR- Print a registration form from website and mail in.

**SPONSORSHIPS AVAILABLE**

EXECUTIVE: \$400 (your logo at a hole and on a cart as well as promotional literature)

PRESIDENTIAL: \$300 (Your logo at a hole by itself as well as promotional literature)

CART SPONSOR: \$250 (your logo on a golf cart travelling the course)

HOLE SPONSOR: \$100 (Maximum of 5 sponsors per hole)

If interested in sponsoring a hole or a cart, contact Scott Bartels @ 920.819.8170 or [SCOTT.J.BARTELS@HOTMAIL.COM](mailto:SCOTT.J.BARTELS@HOTMAIL.COM)

**SPONSORED BY**



*Not a race, not a run ... Just for fun!*



**NEW!**

**Family Event!**  
Please register in advance.

# First Annual Menasha Corny Community Walk

Thursday August 13th  
5:00pm - 7:30pm

**Where:** Curtis Reed Square on Main St. in Downtown Menasha

**When:** Check in or register between 5 and 6 PM

**What:** Take a walk with family, friends and neighbors on the Trestle Trail - about an hour at an easy pace. Enjoy snacks and activities along the way.

Earn a token for a free ear of roasted corn and receive a surprise gift!

**End your walk at Curtis Reed Square and enjoy live music with Back 'n Kickin, 50¢ hot dogs and roasted corn!**

FREE advance registration at the Farm Fresh Market booth on 7/23 or 8/6  
OR in person at Menasha Parks & Recreation Dept. at City Hall, 2nd Floor  
OR on Facebook Menasha Recreation and Pool page.

Our Sponsors:



Presented by City of Menasha Health Dept., Parks & Recreation Dept., Farm Fresh Market and Neenah Menasha Fire Rescue.





# Menasha Police Benevolent Association

430 First Street Menasha, Wisconsin 920-967-3500

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**To:** Chief Styka, Mayor Merkes, and Members of the Common Council

**From:** Lieutenant Matthew Albrecht, President – Menasha Police Benevolent Association *MA*

**Date:** July 24, 2015

**RE:** Benevolent Purchase Supporting the K9 Unit

As you are all aware, the Police Department lost its K9 vehicle to a fire on June 21, 2015. As a result the K9 vehicle needs to be replaced. Along with the vehicle, all of the equipment that was installed and could not be saved needs to be replaced also.

Our K9 program was started and continues to be successful due to the support from the city of Menasha and financial contributions from local businesses, groups, and individuals. The Menasha Police Benevolent Association has elected to provide support to the K9 Unit during this time of need.

The Benevolent membership has voted to approve the purchase of a heat alarm for the new vehicle. This is a critical piece of equipment that monitors the temperature in the vehicle while the K9 is inside. If the temperature reaches a preset threshold, the system alerts the handler via pager, opens the windows, and will even open the door so the K9 can exit the vehicle. The cost of this system was just over \$1,400.

The system has been ordered and should be arriving soon. It will be installed as part of the up fit process once the new vehicle arrives.



## **Memorandum**

DATE: July 30, 2015

TO: Menasha Common Council

FROM: Mark Radtke, Director of Public Works

RE: Manitowoc Road Trail Project Reschedule to 2016

The 2015 Budget includes funds for the construction of a trail along the north side of Manitowoc Road from Oneida Street east to Barker Farm Park. During our preliminary engineering process, we discovered some issues presenting challenges to the proposed trail construction.

Those included conflict with existing power poles, minor right of way encroachments of some private fences, and conflicts with existing major trees. Because of these issues, we feel it is best that we take additional time to explore options that will allow the trail construction to occur with the least negative impact to all interests.

Options could include constructing an 8' (vs. 10') wide trail or a 5' walk with on street bike lanes, moving the north curb and gutter line of Manitowoc Road, relocating the power poles, or a combination of any of these items. We will report our findings to the Board of Public Works when we have had time to analyze the available options. Because the time to complete this will preclude 2015 construction, we recommend rescheduling this project to 2016.

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July 23, 2015

Re: Project ID 4992-00-56  
C Menasha, County LP  
US 10/STH 114 to County AP  
Calumet County

Dear Property Owner:

Calumet County will be holding a public involvement meeting on Wednesday, August 12, 2015, at Woodland School in the Commons, located at N9085 North Coop Road. The purpose of the meeting is to discuss the proposed reconstruction project along County LP (Lake Park Road), from the intersection of US 10 / Wis 114 to just south of the County AP roundabout.

The meeting will begin at 5:00 pm and will include a short formal presentation. After the presentation, personnel from the consulting firm of Ayres Associates, and the Calumet County Highway Department will be available to discuss the project on an individual basis, to answer any questions, and obtain your comments regarding the proposed project.

Discussion will focus on the preliminary design concepts for the reconstruction of the roadway and to gather public comments about the proposed project. This will be the first of two public meetings. The project is currently planned for construction in the summer of 2019.

You are encouraged to attend this meeting to examine the proposed concepts and discuss any concerns you may have. Persons with a concern for or knowledge about archaeological sites are encouraged to attend this meeting and provide comments to Ayres Associates or Calumet County.

Woodland School is handicap accessible. If you are hearing impaired or require an interpreter, one will be made available if you contact me on or before August 3, 2015 at (920) 498-1200.

Sincerely,

Ayres Associates Inc



Troy Robillard, PE  
Transportation Manager

Cc: Brian Glaeser, Calumet County Highway Commissioner  
Rich Glen, PE, Local Program Management Consultant  
Mark Radtke, PE, City of Menasha - Director of Public Works  
Travis Parish, Town of Harrison Administrator/Village of Harrison Manager

CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, July 20, 2015  
MINUTES

DRAFT

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Nichols, Taylor (6:05pm), Krautkramer, Langdon, Keehan

EXCUSED: Alderman Zelinski

ALSO PERSENT: Mayor Merkes, CA Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, ASD Steeno, PRD Tungate, PHD McKenney, LD Lenz, Clerk Galeazzi

D. PUBLIC HEARING

1. [An application for a Special Use Permit amendment by the Menasha Joint School District to construct a garage for the football club at 1600 Midway Road, which includes Parcel Number 6-0162-02.](#)

No one spoke

Mayor Merkes called the Public Hearing to a close.

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

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

No one spoke.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. DPW Radtke – Stormwater Plan Grant Status.

Nick Vandehey from McMahon & Associates gave an update and status on the Stormwater Plan Grant.

2. Clerk Galeazzi - the following minutes and communications have been received and placed on file:

Minutes to receive:

- a. Board of Public Works, [07/06/15-1](#) and [07/06/15-2](#).

- b. [Committee on Aging, 06/11/15.](#)

- c. [Landmarks Commission, 07/15/15.](#)

- d. [Plan Commission, 07/07/15.](#)

- e. [Water and Light Commission, 06/30/15.](#)

Communications:

- f. Waverly Sanitary District, [06/11/15](#) and [06/25/15.](#)

- g. [ES Montour, 07/09/15; City of Menasha Sewer System Evaluation Survey \(SSES\), Phase No. 3, Segments 4b & 5a Foundation Drain and Sump Pump Inspections.](#)

- h. [Mayor Merkes and Alderman Zelinski to Governor Scott Walker, 07/10/15; State Budget Bill 2015-17 Veto Request.](#)

- i. [Shannon Full, President/CEO of Fox Cities Chamber, 07/14/15; Resignation of Fox Cities Regional Partnership Executive Vice President, Larry Burkhardt.](#)

- j. [Fox Cities Regional Partnership; 2013-2015 Expansion and Attraction Project Outcomes.](#)

- k. [Fox Cities of Wisconsin; Fox Cities Visitor Spending 2014 Summary of Key Findings.](#)

Moved by Ald. Benner seconded by Ald. Keehan to receive Minutes and Communications A-K.

Motion carried on voice vote.

## 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, 07/06/15.](#)

Board of Public Works, 07/06/15 – Recommends the Approval of:

2. [Street Use Application – Race the Lake; Sunday, August 16, 2015; 7:00 AM – 9:00 AM; \(DuTriRun\).](#)
3. [Street Use Application – Twisted Pistons, Thursday, August 20, 2015; 2:00 PM – 10:00 PM; \(Twisted Pistons, Inc.\).](#)
4. [Street Use Application – Community First Fox Cities Marathon Presented by Miron Construction; Sunday, September 20, 2015; 7:00 AM – 2:00 PM; \(Community First Credit Union\).](#)
5. [Payment – Janke General Contractors; Gilbert Riverfront Trail; Contract No. 2014-03; \\$83,760.00 \(Payment No. 3\).](#)
6. [Payment – Northeast Asphalt, Inc.; New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer – Southfield West/Natures Way Subdivision Streets, Barker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street; Contract No. 2015-01; \\$180,509.35 \(Payment No. 1\).](#)
7. [Recommendation to Award – Fox River Crossing Contract \(Menasha Utilities\); Henkels & McCoy; \\$175,378.46.](#)

Plan Commission, 07/07/15 – Recommends the Approval of:

8. [Special Use Permit Amendment Application for 1600 Midway Road, Parcel #6-01262-02.](#)

Ald. Benner requested to remove item 6 from Consent Agenda.

Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda items 1,2,3,4,5,7,8.  
Motion carried on roll call 6-0.

## H. ITEMS REMOVED FROM CONSENT AGENDA

Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda item 6, Payment to Northeast Asphalt, Inc. for new street construction and reconstruction, concrete curb and gutter, asphalt pavement, storm sewer for Southfield West/Natures Way Subdivision Streets, Barker Farm VI Subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street and Lincoln Street, Contract No. 2015-01 in the amount of \$180,509.35 (Payment No. 1)

General discussion on terrace restoration.

Motion carried on roll call 6-0.

## I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 07/09/15 to 07/16/15 in the amount of \\$912,800.70.](#)

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

Motion carried on roll call 6-0.

2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve beverage operator's license applications as listed in memo dated 7/16/15.

Motion carried on roll call 6-0.

Moved by Ald. Nichols seconded by Ald. Keehan to deny beverage operator's license application for Thomas Neville as he does not meet the criteria under Guidelines for Operator Licenses.

Motion carried on roll call 6-0.

3. [Ground Lease Agreement - Broad Street Parking Lot.](#)

CA Captain explained the Ground Lease Agreement for the Broad Street Parking Lot is connected with Item I-7 and no action is need on this until after the Development Agreement is discussed.

No action taken.

4. [Extension Agreement for Assessment and Tax Listing Services for the City of Menasha by Associated Appraisal Consultants, Inc.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve Extension Agreement for Assessment and Tax Listing Services for the City of Menasha by Associated Appraisal Consultants, Inc.

Motion carried on roll call 6-0

5. [Recognition Plaque Request from Landmarks Commission.](#)

Moved by Ald. Taylor seconded by Ald. Langdon to approve recognition plaque request from Landmarks Commission.

Motion carried on voice vote.

6. [Accept letter of resignation from Alderman Rollins-Jump and plan to fill vacancy.](#)

Moved by Ald. Benner seconded by Ald. Keehan to accept letter of resignation from Ald. Rollins-Jump and plan to fill vacancy.

Moved by Ald. Taylor seconded by Ald. Langdon to amend motion, to direct City Clerk to advertise for the position of District 7 Alderman with a term ending April 2016 and hold interviews at second Common Council meeting in August (Aug 17, 2015).

Moved by Ald. Langdon seconded by Ald. Keehan to amend the amendment, to appoint for the remain term (April 2017).

Motion on amendment carried on roll call 5-1. Ald. Taylor voted no.

Moved by Ald. Benner seconded by Ald. Langdon to amend the amendment, to hold a Special Common Council meeting to interview and fill vacancy.

General discussion ensued on when to hold the Special Common Council meeting.

Motion on amendment failed on roll call 0-6.

Moved by Ald. Benner seconded by Ald. Keehan to amend the amendment, to hold a Special Common Council meeting on August 17, 2015 at 5:00pm to interview and fill vacancy.

Motion on amendment carried on roll call 6-0.

Original motion as amended carried on roll call 6-0.

(Accept letter of resignation from Ald. Rollins-Jump, instruct City Clerk to advertise for the position of District 7 Alderman to serve out the remaining term (April 2017) and hold a Special Common Council meeting on August 17, 2015 at 5:00pm to interview and fill vacancy.)

7. Update and possible Amendment to Development Agreement by and between The City of Menasha, Wisconsin and Menasha Downtown Development, LLC.

CDD Keil explained staff is still waiting to hear on the WEDC Grant.

No action taken.

## J. ORDINANCES AND RESOLUTIONS

1. [R-21-15 Resolution Approving Application to Board of Commissioners of Public Lands to Borrow \\$745,000 From the State Trust Funds, and Authorizing the Borrowing and the Issuance of Certificates of Indebtedness and Levying a Tax in Connection Therewith. \(Introduced by Mayor Merkes\).](#)

ASD Steeno explained the purpose of the four Resolutions; refinance for a better interest rate, funds for projects approved in the 2015 budget, TID #9 balloon payment, Call Notice for Promissory Note date August 1, 2008.

Moved by Ald. Nichols seconded by Ald. Keehan to adopt R-21-15 Resolution Approving Application to Board of Commissioners of Public Lands to Borrow \$745,000 from the State Trust funds and Authorizing the Borrowing and the Issuance of Certificates of Indebtedness and Levying a Tax in Connection Therewith.

Motion carried on roll call 6-0.

2. [R-22-15 Resolution Approving Application to Board of Commissioners of Public Lands to Borrow \\$2,045,000 From the State Trust Funds, and Authorizing the Borrowing and the Issuance of Certificates of Indebtedness and Levying a Tax in Connection Therewith. \(Introduced by Mayor Merkes\).](#)

Moved by Ald. Nichols seconded by Ald. Keehan to adopt R-22-15 Resolution approving Application to Board of Commissioners of Public Lands to Borrow \$2,045,000 from the State Trust Funds and Authorizing the Borrowing and the Issuance of Certificates of Indebtedness and Levying a Tax in Connection Therewith.

Motion carried on roll call 6-0.

3. [R-23-15 Resolution Approving Application to Board of Commissioners of Public Lands to Borrow \\$875,000 From the State Trust Funds, and Authorizing the Borrowing and the Issuance of Certificates of Indebtedness and Levying a Tax in Connection Therewith. \(Introduced by Mayor Merkes\).](#)

Moved by Ald. Nichols seconded by Ald. Keehan to adopt R-23-15 Resolution Approving Application to Board of Commissioners of Public Lands to Borrow \$875,000 from the State Trust Funds and Authorizing the Borrowing and the Issuance of Certificates of Indebtedness and Levying a Tax in Connection Therewith.

Motion carried on roll call 6-0.

4. [R-24-15 Resolution Authorizing the Redemption of General Obligation Promissory Notes Dated August 1, 2008. \(Introduced by Mayor Merkes\).](#)

Moved by Ald. Nichols seconded by Ald. Keehan to adopt R-24-15 Resolution Authorizing the Redemption of General obligation Promissory Notes Dated August 1, 2008.

Motion carried on roll call 6-0.

#### K. APPOINTMENTS

1. Mayor's reappointment of Kip Golden, 1009 Tana Lane, Menasha, to the Redevelopment Authority for the term of 9/1/15 – 8/31/20.

Moved by Ald. Benner seconded by Ald. Keehan to approve reappointment of Kip Golden to the Redevelopment Authority for the term 9/1/2015-8/31/2020.

Motion carried on voice vote.

#### L. HELD OVER BUSINESS

#### M. CLAIMS AGAINST THE CITY

#### N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

Representatives from Gunderson spoke on street closure during Twisted Piston event.

#### O. RECESS TO ADMINISTRATION COMMITTEE AND BOARD OF PUBLIC WORKS.

Moved by Ald. Taylor seconded by Ald. Keehan to recess at 7:15 p.m.

Motion carried on voice vote.

Reconvened at 8:45 p.m.

#### P. ACTION ITEMS

1. CA Captain – Update on Litigation.

- a. City of Menasha vs. Village of Harrison, Calumet Circuit Court Case Number 2015CV000017.

CA Captain updated the Council on the status of the City of Menasha vs. Village of Harrison case.

She is working on the briefs. Next hearing is scheduled for November 2, 2015.

2. If necessary, motion to adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(g): Conferring with legal counsel for the governmental body who is rendering oral or written advise concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (City of Menasha vs. Village of Harrison, Calumet Circuit Court Case Number 2015CV000017).

No action taken.

3. If necessary, may reconvene into open session immediately following any closed session in order to take action on the closed session items. Wis. Stat. 19.85(2).

No action taken.

Q. ADJOURNMENT

Moved by Ald. Keehan seconded by Ald. Langdon to adjourn at 8:47 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk.

**DEVELOPMENT AGREEMENT  
FOR RECEIPT AND REIMBURSEMENT OF SAG GRANT FUNDS**

The parties to this Development Agreement are City of Menasha (herein "City") and WOW Logistics Company (herein "WOW"). The parties may be referred to herein individually as "party" or collectively as "parties".

**Background Recitals**

The City and WOW are making this Agreement in connection with WOW purchasing the property at 867 Valley Road, Menasha, WI (herein "Property") at a price of \$175,000 constituting the "matching funds" required by the Wisconsin Economic Development Corporation ("WEDC") and the City obtaining a WEDC Site Assessment Grant ("SAG") on May 4, 2015 by letter attached as **Exhibit A** for building demolition and environmental site assessment which grant funds will be passed through to WOW for payment of out of pocket expenses, with the objective of clearing up environmental conditions to make the site ready and available for development (the "Project").

1. **Purpose of this Agreement.** The purpose of this Agreement is to allocate the responsibilities between the City and WOW to complete the Project. WOW needs assurance that the City has approved this Agreement before WOW can close the purchase of the Property. If WOW does not close the purchase of the Property, this Agreement will become null and void. The City will accept SAG grant funds from WEDC and transmit those funds (as a "pass through") for payment of SAG Services invoices either to WOW or WOW's Contractor as described below.
2. **WEDC Grant Application.** The terms and conditions of the WEDC grant application and Site Assessment Grant Agreement between The Wisconsin Economic Development Corporation and City of Menasha are made part of this Agreement and incorporated herein and WOW is required to comply with those terms and conditions contained therein.
3. **WEDC Grant Approval for SAG Services.** On May 4, 2015 WEDC approved the Application submitted by Key Engineering Group, Ltd. for SAG grant funds up to a total of \$150,000 for demolition, asbestos abatement, and groundwater and soil investigation ("SAG Services") as further detailed in the Application naming the City as "Recipient" of the grant.
4. **City Approval of WEDC Contract.** The City will approve the WEDC "Site Assessment Grant Agreement" ("WEDC Agreement") and perform all obligations therein as "Recipient", subject to the condition that WOW closes the purchase of the Property on or before November 1, 2015.
5. **City Not to Incur Out of Pocket Expenditures.** The City does not agree to pay from its own funds any expenses, charges, or fees to WEDC, WOW, or the environmental consultant/contractor ("Contractor") that will be hired to perform the SAG Services. The City involvement will be internal administration only of the WEDC Agreement, recordkeeping, reporting, and disbursement requests required by the City as "recipient of the grant" and transmittal of those grant funds to WOW or the Contractor.
6. **WOW Purchase of Property.** WOW is evaluating its remaining conditions that need to be satisfied in order to proceed with closing the Offer to Purchase of the Property from the

current owner Realty Opus, Inc. The closing is to occur on or before October 31, 2015 at a price of \$175,000.

7. **WOW to Hire Contractor to Perform SAG Services.** WOW will enter directly into a contract with Key Engineering as Contractor to perform the SAG Services. WOW, not the City, will be responsible to pay Key Engineering either with SAG grant funds received from the City or with WOW's own funds.
8. **WOW Holds Harmless and Indemnifies City.** WOW agrees to hold the City harmless and agrees to indemnify the City from any payment obligation associated with purchase of the Property, SAG Services, and any other subsequent environmental remediation expenses associated with the Property incurred after the purchase of the Property by WOW.
9. **Commencement and Payment for SAG Services.** WOW will arrange for its Contractor to commence SAG Services as soon as possible after closing the purchase of the Property. As invoices are received from the Contractor the City will apply to WEDC for grant funds reimbursements from WEDC. The City will transfer grant funds it receives either to WOW or the Contractor for payment of Contractor's invoices for SAG Services.
10. **WOW Cooperation for Record Keeping and Reports.** WOW will cooperate with the City with regard to the necessary assembly and submission of documents, records, and invoices associated with the SAG Services to enable the City to maintain required records, file reports, and file grant fund reimbursement requests with WEDC as required under the SAG Agreement.
11. **WOW/Permits/Compliance with Law.** WOW and/or its Contractor will apply for and obtain appropriate permits for the demolition work to be done at the Property, and the demolition will be conducted, followed by appropriate disposition of the demolition rubble, all in accordance with City, State, and Federal ordinances, laws, and regulations.
12. **Additional Environmental Property Remediation Expenses.** SAG grant funds do not apply to environmental remediation expenses. Such expenses will be the sole responsibility of WOW either with its own fund or from other grant funds awarded to WOW separately and independently of this Agreement.
13. **Final Objective/Site Ready for Development.** WOW will ultimately make the site ready for development. The City will not require a time limit for building or other improvements to be constructed on the site which will be left up to the business discretion of WOW in accordance with its needs. WOW will plant grass or make parking areas and manage storm water drainage facilities on the site until WOW is ready for further development.

Dated and effective, subject to the conditions stated herein, on the date that this Agreement is conditionally approved (subject to the purchase of the Property by WOW and City approval of the WEDC Agreement) by the City Council of the City of Menasha.

CITY OF MENASHA

BY: \_\_\_\_\_

Don Merkes, Mayor

WOW LOGISTICS COMPANY

BY: \_\_\_\_\_  
Howard Kamerer, President and CEO



### STREET USE APPLICATION

Event: Otto Grunski, Rinski  
 Sponsored by: City of Menasha  
 Responsible Person: Brian Tengate  
 Address: 140 Main St.  
Menasha  
 Email Address: btengate@

Street Use Date: 8-8-2015  
 Start Time: 6am  
 End Time: 11 am  
 Number of Units: 400  
 (Parades) Humans

Phone: 920-3640

Street Route: See attached maps  
 Description of Use (attach map)

**Liability Insurance has been secured in the amount of \$ \_\_\_\_\_ with the City of Menasha named as the additional insured. This is primary insurance.**  
 Insurance Company CEMIZ Policy No. \_\_\_\_\_  
 (Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured)

Date: 7-9-15 Applicant's Signature: Brian Tengate

**Permit Fee:** Each application for a Street Use Permit shall be accompanied by a fee of \$25.00 along with a Special Event Fee of \$25.00. Please make checks payable to City of Menasha.

**Note to events planning to use City Parks and/or greenspace:** Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

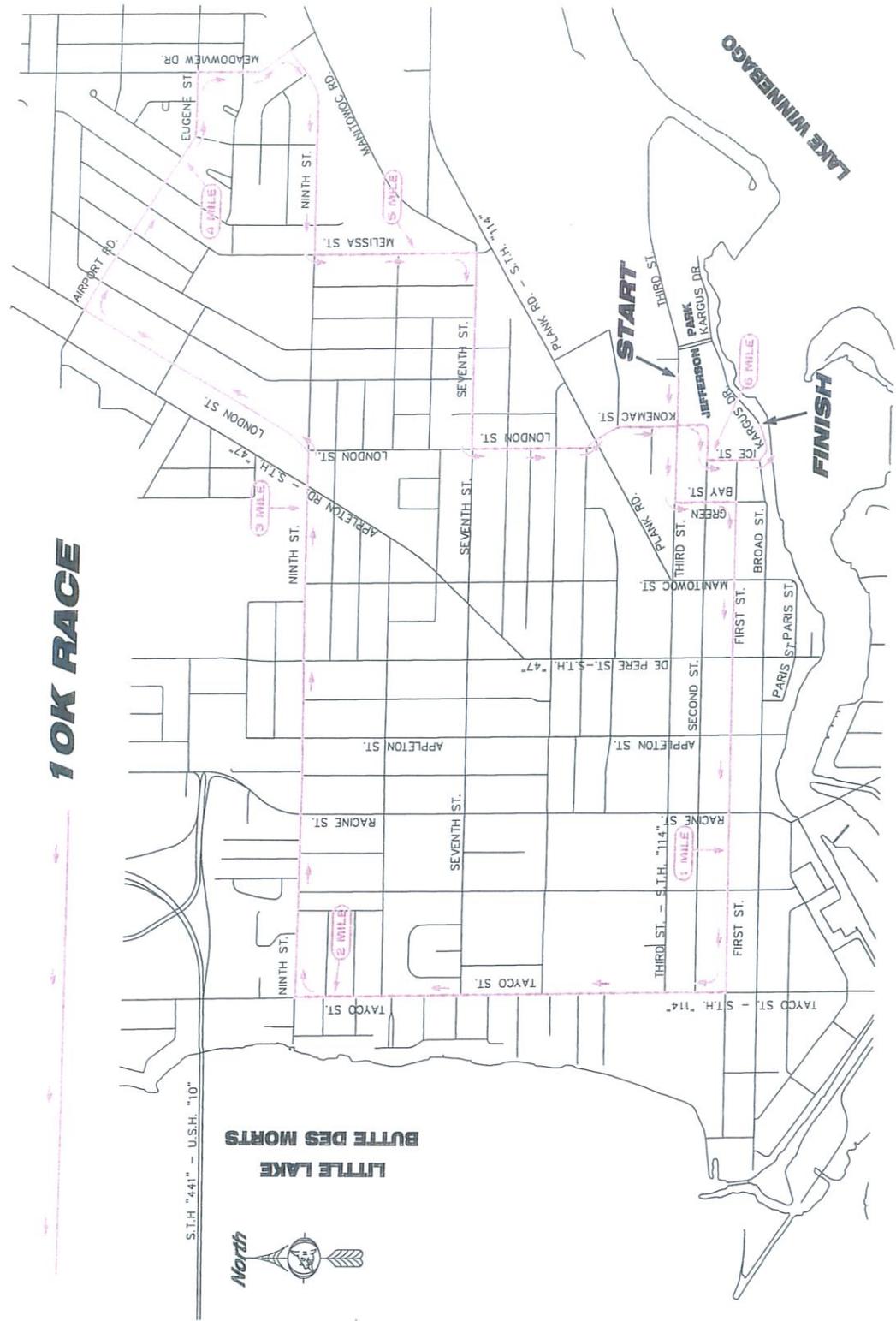
**TO BE COMPLETED BY CITY STAFF** (Revised February 4, 2013)

Scheduled Park & Recreation Board Review Date: \_\_\_\_\_  
 Not Required:  Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Scheduled Common Council Review Date: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

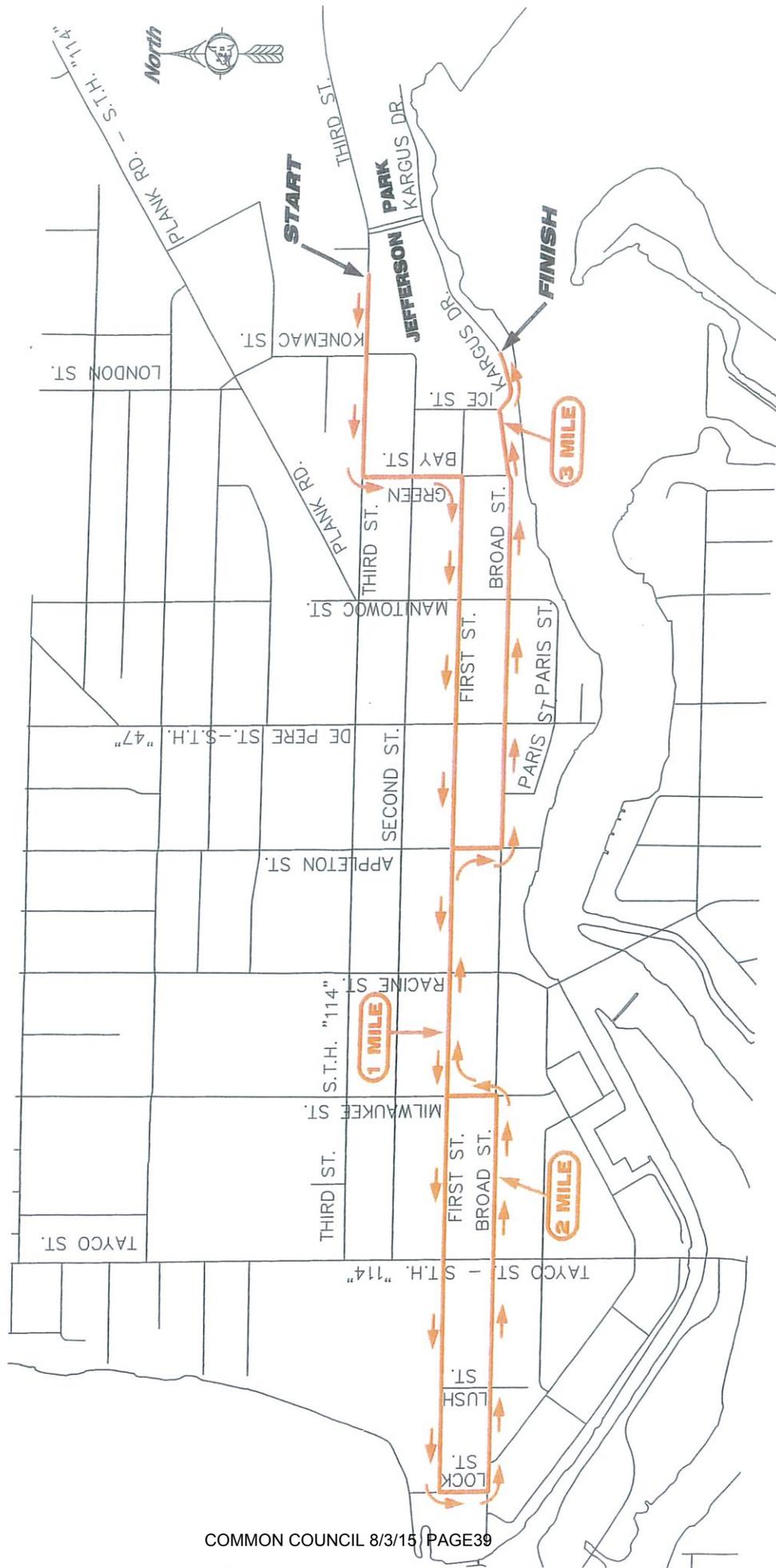
**APPROVAL:**  
 Police Dept. [Signature] Fire Dept. [Signature] Public Works Dept. MR\* City Attorney \_\_\_\_\_  
 \* Broad St. (Tayco to Lush) may be under construction (5K route)

# GRUNSKI RUNSKI RACE MAP



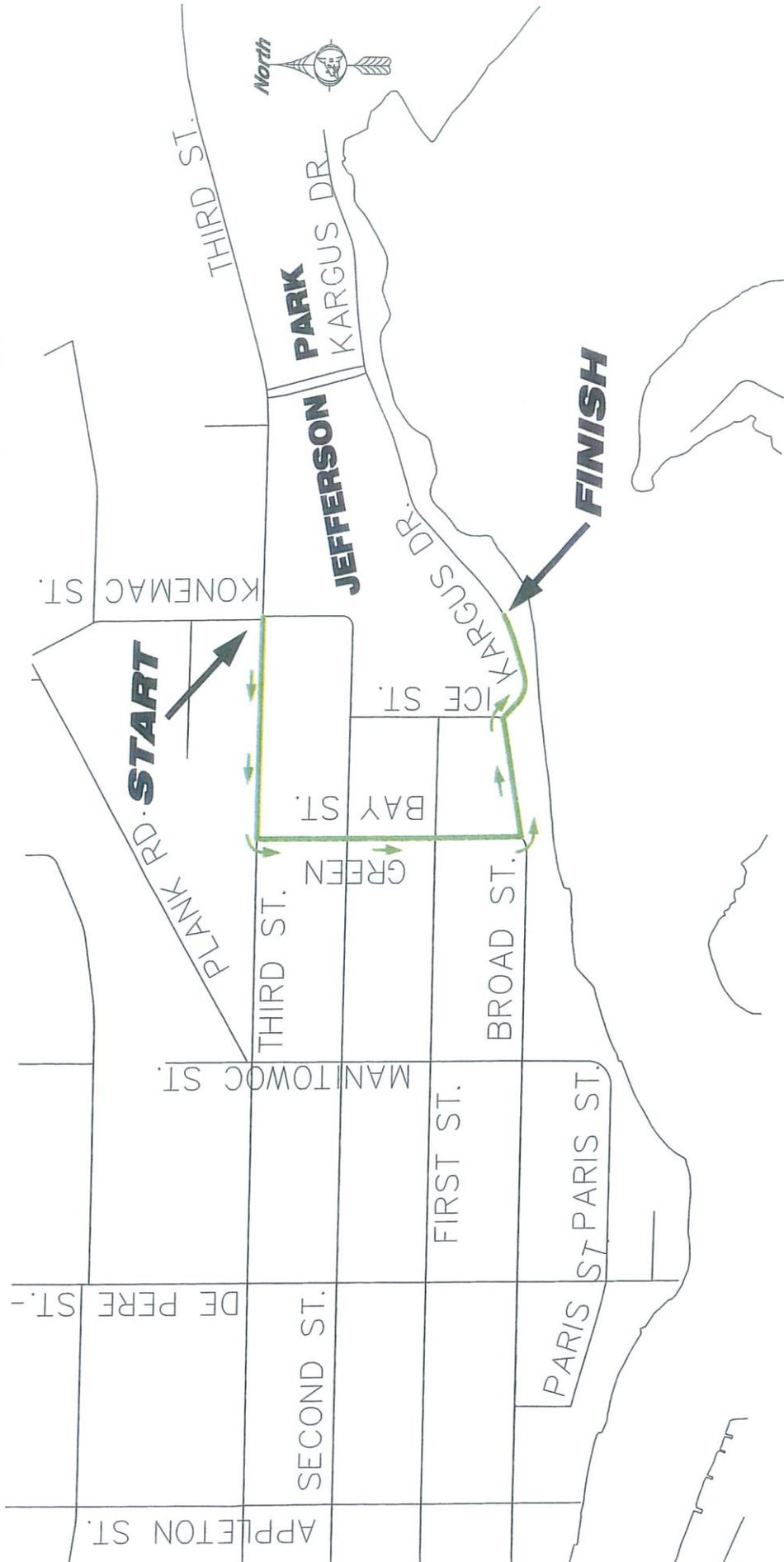
# GRUNSKI RUNSKI RACE MAP

## 5K RACE



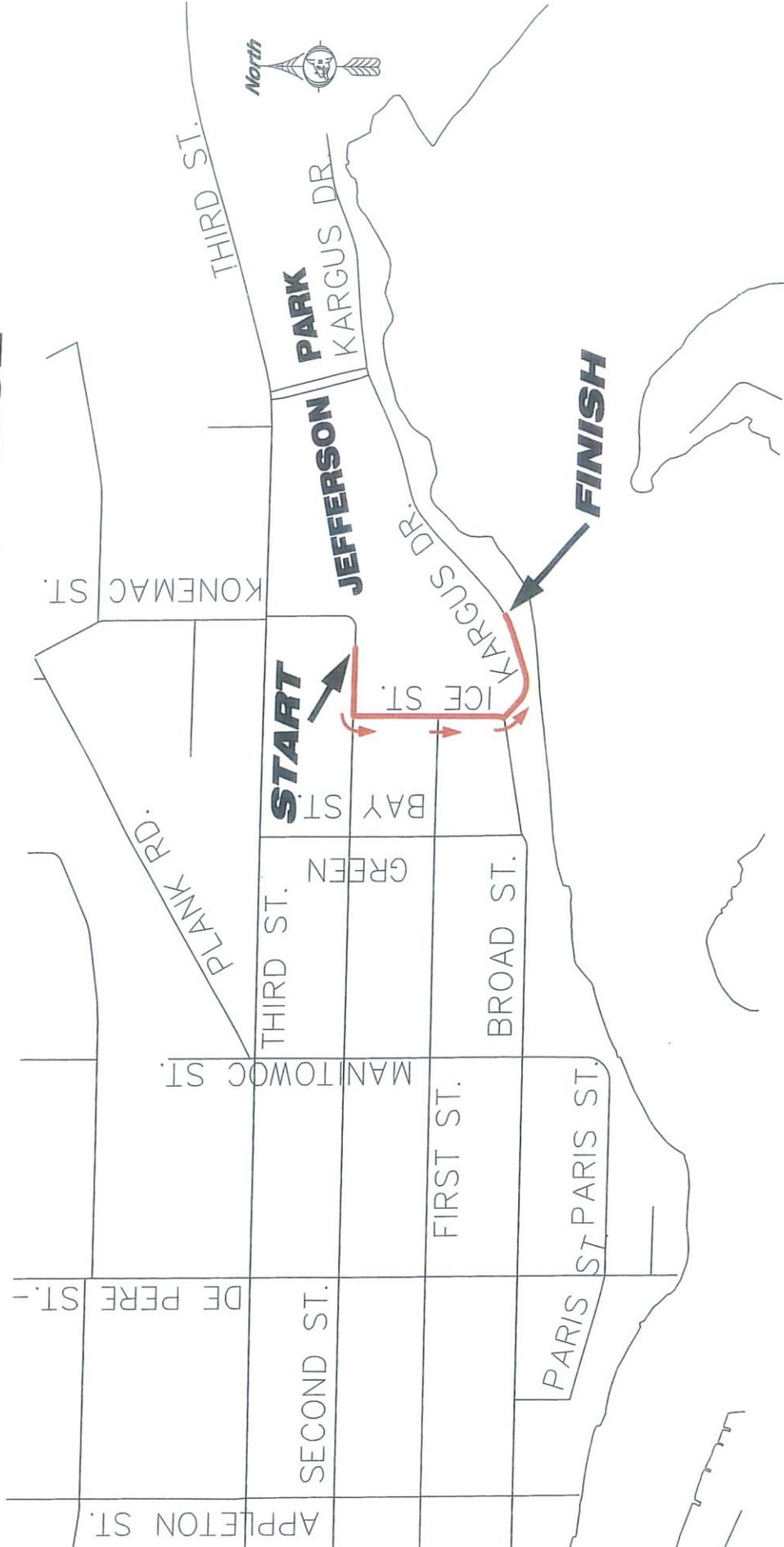
# KID'S FUN RUNSKI MAP

1/2 MILE RACE



# KID'S FUN RUNSKI MAP

1/4 MILE RACE



**Certificate of Payment**

Date: July 16, 2015

Payment Request: No. 4 (Four)

Contractor: Janke General Contractors

Address: 1223 River View Lane, Athens, WI 54411

Contract Unit No.: 2014-03

Project Description: Gilbert Riverfront Trail

Original Contract Amount	\$ 478,038.50
Change Order No.:	Amount: \$
Previous Change Order(s):	\$ -44360.75
Total Contract Amount (Including Change Orders)	\$ 433,677.75
Total Earned to Date (Summary Attached)	\$ 302,802.13
Less Retainage 3%	\$ 9,084.06
Amount Due	\$ 293,718.07
Previous Payments	\$ 242,042.58
Amount Due this Payment	\$ 51,675.49
Estimate Pay Period	June 2 - July 16, 2015

*I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.*

Date: \_\_\_\_\_ By: \_\_\_\_\_

*Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.*

**Recommended for Payment**

Director of Public Works: \_\_\_\_\_ Date: \_\_\_\_\_

Common Council Approval Date: \_\_\_\_\_

**Finance Department**

<u>Account Number</u>	<u>Budget</u>	<u>Charge to Account</u>
	\$	
	\$	
	\$	
	\$	

s:\PUBLICWORKS PUBLICWORKS\Contracts\Forms\Certificate of Payment.docx

**City of Menasha Contract Unit No. 2014-03  
Gilbert Riverfront Trail**

PAYMENT No. 4 (Four)

ITEM	QUANTITY	DESCRIPTION	BASE BID		YTD	
			UNIT PRICE	ITEM TOTAL	QUANTITY	ITEM TOTAL
1	1	Site Mobilization (LS)	\$ 22,000.00	\$ 22,000.00	1.00	\$ 22,000.00
2	1	Construction Staking (LS)	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00
3	1	Site Preparation (LS)	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00
4	1	Common Excavation (LS)	\$ 39,000.00	\$ 39,000.00	0.75	\$ 29,250.00
5	14,525	Concrete Trail (5-inch) (SF)	\$ 4.70	\$ 68,267.50		
6	1,930	Concrete Paving Tinted (4-inch) (SF)	\$ 5.25	\$ 10,132.50	1355.00	\$ 7,113.75
7	160	Concrete Bench Pad (4-inch) (SF)	\$ 10.65	\$ 1,704.00	64.00	\$ 681.60
8	1	Concrete Steps (LS)	\$ 2,600.00	\$ 2,600.00		
9	315	Modular Block Wall (SF)	\$ 33.00	\$ 10,395.00		
10	28	Unilock Rivercrest Seat Wall (LF)	\$ 84.00	\$ 2,352.00	25.50	\$ 2,142.00
11	2	Unilock Rivercrest Pier (EA)	\$ 1,500.00	\$ 3,000.00	2.00	\$ 3,000.00
12	1	Unilock Rivercrest Shelter Piers (LS)	\$ 7,400.00	\$ 7,400.00	1.00	\$ 7,400.00
13	1	Park Shelter Installation (LS)	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00
14	49	12-inch HDPE Pipe with End Section (LF)	\$ 67.00	\$ 3,283.00	91.00	\$ 6,097.00
15	65	6-inch HDPE Pipe (LF)	\$ 59.00	\$ 3,835.00	48.00	\$ 2,832.00
16	1	24-inch Dia. Catchbasin with Grate (EA)	\$ 1,445.00	\$ 1,445.00	1.00	\$ 1,445.00
17	2	Sanitary Sewer MH Adjustment (EA)	\$ 337.00	\$ 674.00	2.00	\$ 674.00
18	680	Base Aggregate Dense 1 1/4-inch (Ton)	\$ 25.00	\$ 17,000.00		
19	150	Heavy Riprap (Ton)	\$ 57.00	\$ 8,550.00		
20	50	Select Crushed Material (Ton)	\$ 76.00	\$ 3,800.00	38.90	\$ 2,956.40
21	200	Limestone Outcrop Stone (Ton)	\$ 200.00	\$ 40,000.00		
22	1	Erosion and Sediment Control (LS)	\$ 4,830.00	\$ 4,830.00	0.75	\$ 3,622.50
23	330	Flex-A-Mat (SY)	\$ 73.00	\$ 24,090.00	330.00	\$ 24,090.00
24	1,625	Topsoil (CY)	\$ 23.00	\$ 37,375.00	1090.00	\$ 25,070.00
25	2,830	Turf Grass Seeding (SY)	\$ 1.10	\$ 3,113.00	1888.00	\$ 2,076.80
26	105	Shredded Hardwood Mulch (CY)	\$ 58.00	\$ 6,090.00	105.00	\$ 6,090.00
27	1	West Abutment (LS)	\$ 27,500.00	\$ 27,500.00		
28	1	East Abutment (LS)	\$ 31,000.00	\$ 31,000.00		
29	1,650	Sheet Piling (SF)	\$ 39.00	\$ 64,350.00		
30	950	2" PVC Electrical Conduit (LF)	\$ 8.25	\$ 7,837.50	850.00	\$ 7,012.50
31	50	1" PVC Electrical Conduit (LF)	\$ 11.30	\$ 565.00	30.00	\$ 339.00
32	2	Post Mounted Outlet (EA)	\$ 325.00	\$ 650.00	1.00	\$ 325.00
33	10	Light Pole Base (EA)	\$ 460.00	\$ 4,600.00	9.00	\$ 4,140.00
<b>Total Base Bid (Items 1-33)</b>			<b>\$</b>	<b>\$ 477,938.50</b>	<b>\$</b>	<b>\$ 178,857.55</b>

CO2	1	New Pile for west & east approaches (LS)	\$ 28,800.00	\$ 28,800.00	1.00	\$ 28,800.00	\$ 28,800.00
CO2	1	Wood for west & east approaches (LS)	\$ 20,880.00	\$ 20,880.00	0.50	\$ 10,440.00	\$ 10,440.00
CO2	1	Pile Backer Boards (LS)	\$ 6,900.00	\$ 6,900.00	0.00	\$ -	\$ -
CO2	1	Hardware (LS)	\$ 10,681.75	\$ 10,681.75	0.25	\$ 2,670.44	\$ 2,670.44
CO2	150	Fill for Ramping proposed Trail east end (CY)	\$ 30.00	\$ 4,500.00	150.00	\$ 4,500.00	\$ 4,500.00
CO2	1	Mobilization of Crane (LS)	\$ 6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	\$ 6,500.00
CO2	1	Contractors re-engineering of approaches & decking (LS)	\$ 6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	\$ 6,500.00
CO2	980	Base Aggregate Dense 1 1/4-inch (Ton)	\$ 25.00	\$ 24,500.00	783.09	\$ 19,577.25	\$ 19,577.25
CO2	550	Heavy Riprap (Ton)	\$ 57.00	\$ 31,350.00	44.77	\$ 2,551.89	\$ 2,551.89
CO2	195	Excavation Below sub-grade	\$ 15.00	\$ 2,925.00	195.00	\$ 2,925.00	\$ 2,925.00
CO2	13,750	Concrete Trail (5-inch) (SF)	\$ 4.70	\$ 64,625.00	8400.00	\$ 39,480.00	\$ 39,480.00
CO2	1	Concrete Steps (LS)	\$ (2,600.00)	\$ (2,600.00)	0.00	\$ -	\$ -
CO2	1	Modular Block Wall (SF)	\$ (10,395.00)	\$ (10,395.00)	0.00	\$ -	\$ -
CO2	85.7	Limestone Outcrop Stone (Ton)	\$ 200.00	\$ 17,140.00	0.00	\$ -	\$ -
CO2	1	West Abutment (LS)	\$ (27,500.00)	\$ (27,500.00)	0.00	\$ -	\$ -
CO2	1	East Abutment (LS)	\$ (31,000.00)	\$ (31,000.00)	0.00	\$ -	\$ -
CO2	1,650	Sheet Piling (SF)	\$ (39.00)	\$ (64,350.00)	0.00	\$ -	\$ -
<b>Total Complete</b>			<b>\$ 433,577.75</b>	<b>\$ 433,577.75</b>	<b>0.00</b>	<b>\$ 302,802.13</b>	<b>\$ 302,802.13</b>

**Certificate of Payment**

Date: July 16, 2015

Payment Request: No. 2 (Two)

Contractor: Janke General Contractors

Address: 1223 River View Lane, Athens, WI 54411

Contract Unit No.: 2014-04

Project Description: Gilbert Trestle Improvements

---

Original Contract Amount	\$ 295,525.00
Change Order No.: _____	Amount: \$ _____
Previous Change Order(s): \$ -46,383.00	
Total Contract Amount (Including Change Orders)	\$ 249,142.00
Total Earned to Date (Summary Attached)	\$ 124,350.00
Less Retainage 5%	\$ 6,217.50
Amount Due	\$ 118,132.50
Previous Payments	\$ 98,087.50
Amount Due this Payment	\$ 20,045.00
Estimate Pay Period	4/29/15 to 7/16/15

*I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.*

Date: \_\_\_\_\_ By: \_\_\_\_\_

*Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.*

**Recommended for Payment**

Director of Public Works: \_\_\_\_\_ Date: \_\_\_\_\_

Common Council Approval Date: \_\_\_\_\_

**Finance Department**

<u>Account Number</u>	<u>Budget</u>	<u>Charge to Account</u>
	\$	
	\$	
	\$	
	\$	

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**Itemized Bid Tabulation  
City of Menasha Contract Unit No. 2014-04  
Gilbert Trestle Improvements**

Payment No. 2 (Two)

ITEM	QUANTITY	DESCRIPTION	BASE BID		YTD				
			BASE BID	DESCRIPTION	UNIT PRICE	ITEM TOTAL	QUANTITY	ITEM TOTAL	
1	1	Site Preparation/LS	\$	20,000.00	\$	20,000.00	1.00	\$	20,000.00
2	1	Timber Structures/LS	\$	111,000.00	\$	111,000.00	0.75	\$	83,250.00
3	4,000	Composite Decking/SF	\$	14.70	\$	58,800.00			
4	800	Cable Railing/LF	\$	115.00	\$	92,000.00			
5	5	Electrical Junction Box/EA	\$	345.00	\$	1,725.00	0.00	\$	-
6	325	2" Flexible Liquid Tight Conduit/LF	\$	30.00	\$	9,750.00	0.00	\$	-
7	90	1" Flexible Liquid Tight Conduit/LF	\$	25.00	\$	2,250.00	0.00	\$	-
		<b>Total Base Bid (Items 1-7)</b>	\$		\$	<b>295,525.00</b>		\$	<b>103,250.00</b>
CO2	1	Demo & Disposal of existing structure	\$	26,000.00	\$	26,000.00	1.00	\$	26,000.00
CO2	1	City to own unused rail posts	\$	4,000.00	\$	4,000.00	1.00	\$	4,000.00
CO2	1	Pile Cap	\$	12,000.00	\$	12,000.00	1.00	\$	12,000.00
CO2	1	Modification to Trestle sub decking	\$	(17,000.00)	\$	(17,000.00)	1.00	\$	(17,000.00)
CO2	1	Remove Overlook	\$	(3,900.00)	\$	(3,900.00)	1.00	\$	(3,900.00)
CO2	2,210	Composite Decking/SF	\$	14.70	\$	32,487.00	0.00	\$	-
CO2	442	Cable Railing/LF	\$	115.00	\$	50,830.00	0.00	\$	-
		<b>Total Complete</b>	\$		\$	<b>249,142.00</b>		\$	<b>124,350.00</b>

**Certificate of Payment**

Date: July 16, 2015

Payment Request: 2 (Two)

Contractor: Northeast Asphalt, Inc

Address: W6380 Design Dr, Greenville, WI 54942

Contract Unit No.: 2015-01

Project Description: New Street Construction & Reconstruction

Original Contract Amount	\$ 1,084,323.12
Change Order No.:	Amount: \$
Previous Change Order(s):	\$
Total Contract Amount (Including Change Orders)	\$ 1,084,323.12
Total Earned to Date (Summary Attached)	\$ 488,281.81
Less Retainage 5%	\$ 24,414.09
Amount Due	\$ 463,867.72
Previous Payments	\$ 180,509.35
Amount Due this Payment	\$ 283,358.37
Estimate Pay Period 7/1/2015 to 7/16/2015	

*I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.*

Date: \_\_\_\_\_ By: \_\_\_\_\_

*Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.*

**Recommended for Payment**

Director of Public Works: \_\_\_\_\_ Date: \_\_\_\_\_

**Common Council Approval Date:** \_\_\_\_\_

**Finance Department**

<u>Account Number</u>	<u>Budget</u>	<u>Charge to Account</u>
	\$	
	\$	
	\$	
	\$	

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**Itemized Bid Tabulation**

**City of Menasha Contract Unit No. 2015-01**

New Street Construction and Reconstruction, Concrete Curb and Gutter, Asphalt Pavement, Storm Sewer

Southfield West/Natures Way Subdivision Streets, Barker Farms VI subdivision Streets, River Lea Court, Broad Street, Ida Street, Manitowoc Street, Lincoln Street

**PAYMENT 2 (TWO)**

ITEM	QUANTITY	DESCRIPTION	BASE BID		YTD	
			UNIT PRICE	ITEM TOTAL	QUANTITY	TOTAL
1	4	Remove and Replace Inlet	\$ 2,400.00	\$ 9,600.00		\$ -
2	4	New Inlet	\$ 2,100.00	\$ 8,400.00		\$ -
3	2	RCP Yard Drain	\$ 1,450.00	\$ 2,900.00		\$ -
4	2	NDS Yard Drain	\$ 1,100.00	\$ 2,200.00		\$ -
5	38	Remove and Replace 12" Class IV RCP Inlet Lead	\$ 39.00	\$ 1,482.00		\$ -
6	12	6" PVC Storm Inlet Lead	\$ 23.00	\$ 276.00		\$ -
7	70	8" PVC Storm Inlet Lead	\$ 28.00	\$ 1,960.00		\$ -
8	126	12" PVC Storm Sewer	\$ 33.00	\$ 4,158.00		\$ -
9	76	12" Class IV RCP Storm Sewer	\$ 39.00	\$ 2,964.00		\$ -
10	975	4" Under Pavement Drain	\$ 12.00	\$ 11,700.00	761.00	\$ 9,132.00
11	36,901	Pavement / Base Pulverizing	\$ 0.42	\$ 15,498.42	22,067.00	\$ 9,268.14
12	3,255	Unclassified Excavation/Pulverized and Shoulder Material	\$ 7.50	\$ 24,412.50	1,757.00	\$ 13,177.50
13	2,350	Unclassified Excavation	\$ 8.00	\$ 18,800.00		
14	2,326	Geogrid	\$ 2.00	\$ 4,652.00		\$ -
15	303	1 1/4" Crushed Dense Aggregate Base Course Placement	\$ 7.25	\$ 2,196.75		\$ -
16	957	3" Crushed Dense Aggregate Base Course Placement	\$ 6.25	\$ 5,981.25	31.00	\$ 193.75
17	410	Pulverized Stone Placement	\$ 10.00	\$ 4,100.00		\$ -
18	41,305	Fine Grading and Compaction	\$ 1.63	\$ 67,327.15	21,874.00	\$ 35,654.62
19	16,308	30" Concrete Curb & Gutter	\$ 9.10	\$ 148,402.80	14,029.00	\$ 127,663.90
20	721	30" Mountable (Roll Back) Concrete Curb & Gutter	\$ 9.50	\$ 6,849.50		\$ -
21	5,740.00	No. 4 Epoxy Coated Rebar	\$ 0.75	\$ 4,305.00	5,364.00	\$ 4,023.00
22	147	Utility Adjustment	\$ 215.00	\$ 31,605.00	107.00	\$ 23,005.00
23	20	Water Valve Adjustment	\$ 52.50	\$ 1,050.00	2.00	\$ 105.00
24	1,090	Sawcut	\$ 1.00	\$ 1,090.00	197.00	\$ 197.00
25	5,418	Asphalt Binder Course Pavement 2 1/4" Thick	\$ 50.00	\$ 270,900.00	2,694.72	\$ 134,736.00
26	4,213	Asphalt Surface Course Pavement 1 3/4" Thick	\$ 56.25	\$ 236,981.25	894.00	\$ 50,287.50
27	15,533	3" Thick Asphalt Driveway Remove and Replace	\$ 2.45	\$ 38,055.85	7,206.00	\$ 17,654.70
28	3,238	6" Concrete Driveway Remove and Replace	\$ 5.05	\$ 16,351.90	1,184.00	\$ 5,979.20
29	248	8" Concrete Driveway Remove and Replace	\$ 5.55	\$ 1,376.40	248.00	\$ 1,376.40
30	599	Brick Driveway Salvage and Replace	\$ 9.50	\$ 5,690.50		\$ -
31	40	4" Thick Concrete Sidewalk Remove and Replace	\$ 5.85	\$ 234.00		\$ -
32	93	6" Thick Concrete Handicap Ramp Remove and Replace	\$ 5.05	\$ 469.65		\$ -
33	14,408	Lawn and Terrace Restoration	\$ 5.40	\$ 77,803.20	5,726.50	\$ 30,923.10
34	1	Railroad Flagging	\$ 4,600.00	\$ 4,600.00		\$ -
35	1	Clearing and Grubbing	\$ 2,500.00	\$ 2,500.00		\$ -
36	1	Temporary Mailbox	\$ 2,360.00	\$ 2,360.00	1.00	\$ 2,360.00
37	1	Erosion Control	\$ 6,500.00	\$ 6,500.00	0.50	\$ 3,250.00
38	1	Traffic Control	\$ 11,090.00	\$ 11,090.00	0.50	\$ 5,545.00
39	1	Construction Mobile/Demobile; Project Coordination; all incidental utility and miscellaneous roadway work; and all other project work area restoration and clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/LS	\$ 27,500.00	\$ 27,500.00	0.50	\$ 13,750.00
<b>TOTAL BASE BID (ITEMS 1-39)</b>				<b>\$ 1,084,323.12</b>		<b>\$ 488,281.81</b>
<b>Alternate Bid A</b>						
1A	2,350	Unclassified Excavation including Separation	\$ 8.00	\$ 18,800.00		\$ -
<b>Total Alternate Bid (Item 1A)</b>				<b>\$ 18,800.00</b>		
<b>Alternate Bid B</b>						
1B	303	1 1/4" Crushed Dense Aggregate Base Course Furnish/Place	\$ 35.00	\$ 10,605.00		
2B	957	3" Crushed Dense Aggregate Base Course Furnish/Place	\$ 30.00	\$ 28,710.00		
<b>Total Alternate Bid (Items 1B-2B)</b>				<b>\$ 39,315.00</b>		<b>\$ -</b>
<b>TOTAL CONTRACT BASE BID PLUS ALTERNATE BID</b>						<b>\$ 488,281.81</b>



**TO:** Common Council  
**FROM:** Donald Merkes, Mayor  
**DATE:** 30 July 2015

**RE: Upgrades and donation to 1000 Brighton Drive**

Attached is a proposal from Menasha residents that envisions improvements to a section of waterfront property owned by the City. The proposal entails stabilizing the shore wall at 1000 Brighton Drive with a larger concrete cap as well as integrating salvaged materials from downtown to serve as a bench.

The neighborhood group has secured a donation for the materials and is asking for assistance with forming and finishing the concrete.

This project fits well into the 'branding statement' the Common Council approved in late 2014 which expresses who we are as a community. It reads as follows:

Menasha has a rich industrial history... a heritage we owe in part to our advantageous location on Lake Winnebago, the Fox River and Little Lake Butte des Morts. These bodies of water have attracted energetic and innovative people to the city since its founding, and will continue to do so in the future.

Today, as our relationship to the water expands to a recreational focus, we welcome residents and visitors alike to experience and enjoy Menasha's unique place on the water.

Menasha's abundance of well maintained public waterfront access provides everyone living and working here the opportunity to enjoy a wide array of natural beauty, relaxation, and water recreation.

As a result, our city can boast of offering one of the most uniquely vibrant, colorful and active lifestyles in the entire region.

The added bench and stabilized shore wall will allow continued public access and enjoyment at the waterfront location. In turn, the City's waterfront identity will strengthen with yet another unique access point to the lake.

City of Menasha  
141 Main Street  
Menasha, WI 54952  
Attn: Office of the Mayor

July 15, 2015

Dear City of Menasha,

The residents of Brighton Drive are seeking your approval to add to the upgrading of the lot at 1000 Brighton Drive. The city obtained this parcel after the demolition of the Sensenbrenner estate.

Over the years the neighborhood has planted perennials along the arborvitae fence line that frames the north side of the lot. The city has planted four flowering crab trees on the site as well.

We are requesting your aide in pouring a concrete walk to cap the existing sea wall that runs roughly 75 feet along the west shoreline of Lake Winnebago. Carew Concrete has offered to donate the cement if the site is prepared for the pour.

We are hopeful that upon completion of the walk, a bench will be set in place using some of the salvaged limestone from the First National Bank of Menasha and the Hotel Menasha.

Sincerely,

The Brighton Drive neighborhood

Margaret Weyenberg 1021 Brighton Dr. Menasha  
H A 1019 Brighton Dr. Menasha  
Beanda Johnson 1019 BRIGHTON DR. MENASHA  
John Oakley 1024 Brighton Dr. Menasha  
Sandra Cottrell 1025 Brighton Dr. Menasha  
" " " "  
Bill Mattem 1025 BRIGHTON DR. MENASHA  
" 1075  
Charlath Fath 1033 " " " "  
Lutz Gopin 1077 BRIGHTON DR. MENASHA!

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Menasha, WI 54952  
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Sincerely,

The Brighton Drive neighborhood

Amy Martell 1009 Brighton Dr.

Chris L. Ambrose 1017 Brighton Dr.

Chuck Spambauer 1074 Brighton

Julie Neubert 1031 Brighton Dr

Dell Velat 1031 Brighton Dr

Stephen Baxter 1037 Brighton Dr

Al [Signature] 961 Brighton Dr.

Juanita Anga-Piette 820 Brighton Dr.

City of Menasha  
141 Main Street  
Menasha, WI 54952  
Attn: Office of the Mayor

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Sincerely,

The Brighton Drive neighborhood

<i>Robert Kunz</i>	<i>1005 Brighton Dr.</i>
<i>Bonnie Jensen</i>	<i>1007 Brighton Dr.</i>
<i>Kerri Philippi</i>	<i>1007 Brighton Dr.</i>
<i>Randy Philippi</i>	<i>1007 Brighton Dr.</i>
<i>Ron Steiner</i>	<i>927 BRIGHTON DR.</i>
<i>Kathy Seal</i>	<i>955 Brighton Dr.</i>
<i>Thomas E. Jode</i>	<i>999 Brighton Dr.</i>

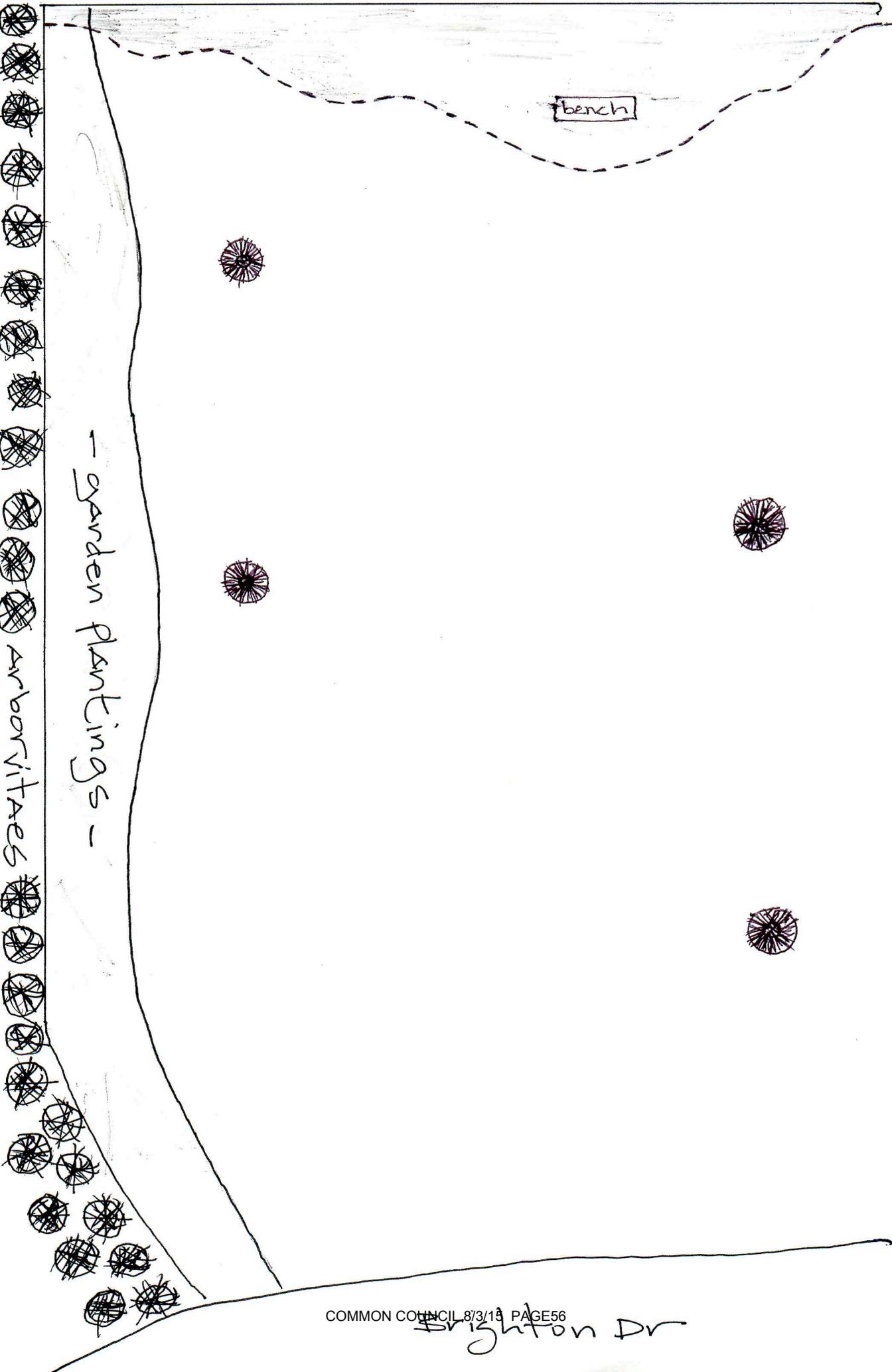






75-80 feet

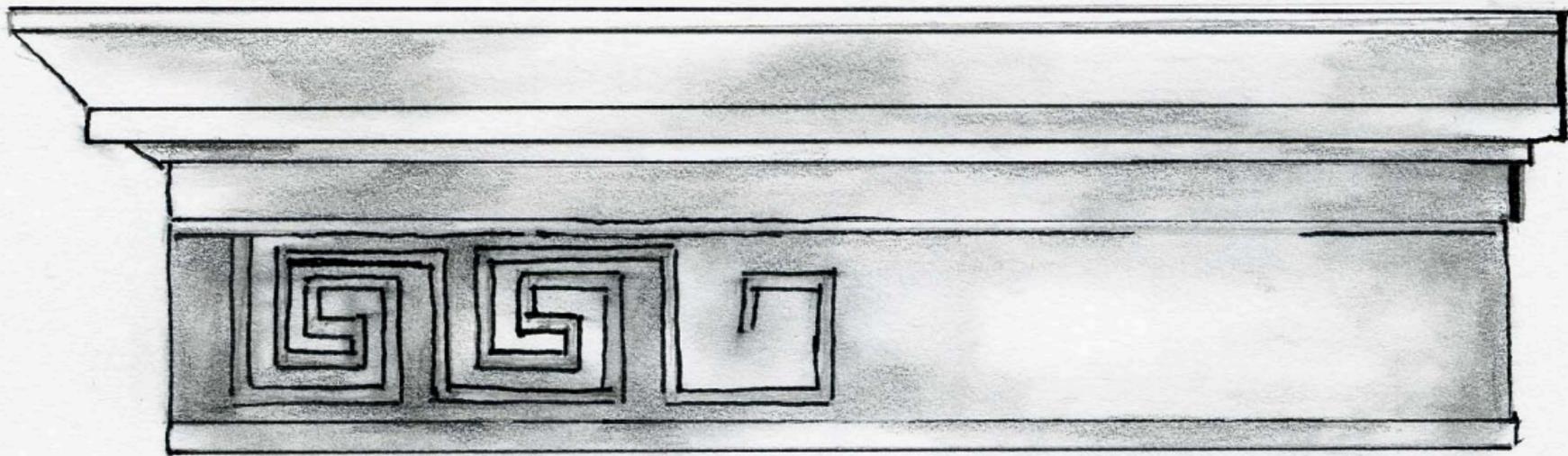
Lake Winnebago



garden plantings -

arborvitae

bench



Bench Rendering

15 PAGE57



## Memorandum

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**TO:** NMFR Joint Finance & Personnel Committee Members

**FROM:** Chief Al Auxier

**DATE:** July 23, 2015

**RE:** Firefighter Vacancy

Denis Matuszak, a Driver at NMFR, has informed me of his intent to retire on Friday, September 4, 2015. Dennis began his career with Menasha Fire Department on February 17, 1983 and has served the citizens of both Menasha and Neenah in a dedicated and professional manner. His expertise and commitment to performing his job was admired by everyone that he work with over the last 32 years.

It is important we proceed, in a timely fashion, to hire a replacement firefighter so we can maintain minimum staffing levels have this person trained prior to starting on their assigned shift. This is a budgeted position and filling this vacancy will maintain staffing levels at 68 full-time employees.

By filling this position in a timely manner, I hope to avoid the possibility of incurring overtime by running short on Denis's shift. We will have overtime due to one employee on FMLA at the end of August, for a non-work related surgery, and will be off for 3-4 months. We also anticipate another employee being on intermittent FMLA for a few days in September due to the birth of their child. We currently have one employee on FMLA, for a non-work related injury, and this person should be able to return to work before the next FMLA begins in August.

We have an eligibility list for new hires and would use this to fill the vacancy. Both City Attorneys will not allow us to hire a replacement until after Denis retires. We hope to have someone start by September 8<sup>th</sup>. The new hire would complete four weeks of recruit school before being placed on line by October 5<sup>th</sup>.

I am asking for consideration, and action, in recommending the City of Neenah and the City of Menasha Common Councils authorize hiring one firefighter subject to the retirement of an existing employee on September 4, 2015.

If you have any questions, please feel free to call me at 886-6203. Thank you for your consideration.

AA/tt



## MEMORANDUM

To: Neenah-Menasha Fire Rescue Joint Finance & Personnel Committee  
From: Peggy Steeno, <sup>PS</sup>Administrative Services Director  
Date: July 23, 2015  
RE: Neenah- Menasha Fire Rescue Cost Distribution Formula

### **Background**

As discussed at the August 26, 2014 Joint Finance & Personnel Committee Meeting, the City of Menasha does not have a means to calculate one of the factors that are part of the cost sharing formula which is used to determine how much each Community contributes to the joint fire rescue on an annual basis.

By way of details, the existing formula, which is part of the approved Neenah-Menasha Fire Rescue Merger Agreement, is comprised of the following five (5) factors:

1. The population of each community,
2. The equalized property value of each community,
3. The number of calls responded to in each community,
4. The number of square miles in each community, and
5. The square footage of all buildings in each community.

### **Analysis**

In regard to the fifth factor noted above, square footage of all building, the City of Menasha does not have information available to complete this calculation. The City of Neenah is able to produce this number through its Storm Water Utility Billing process. However, the City of Menasha does not keep track of the square footage of all parcels in a similar manner, which prevents the calculation from being feasible for the City of Menasha.

In discussions with Neenah Finance Director, Mike Easker, both in 2014 and in 2015, we were unable to come up with another meaningful factor to replace this unachievable one. And, based on the attached analysis, dating back to the inception of the joint department, this specific portion of the formula does not substantially alter the percentage breakdown for each community on an annual or overall basis.

### **Fiscal Impact**

The fiscal impact of removing the above noted factor from the calculation is not substantial, as illustrated through the attached analysis.

### **Recommendation**

Staff, from both communities, recommends dropping the fifth factor noted above and raising the four remaining factors from 20% each to 25% each.

Please let us know if you have questions in advance of the next meeting on July 28, 2015; otherwise, both Director Easker and I will be at the meeting to discuss this with you.

NIMFR Formula  
Compared Existing Formula to Proposed Formula  
7/23/2015

	Existing Formula		check	Proposed Formula		check	Percent Variation		check
	Neenah Portion	Menasha Portion		Neenah Portion	Menasha Portion		Neenah Portion	Menasha Portion	
2015 Budget	60.55%	39.45%	100.00%	60.61%	39.39%	100.00%	0.06%	-0.06%	0.00%
2014 Budget	59.60%	40.40%	100.00%	59.46%	40.54%	100.00%	-0.14%	0.14%	0.00%
2013 Budget	60.51%	39.49%	100.00%	60.62%	39.38%	100.00%	0.11%	-0.11%	0.00%
2012 Budget	59.78%	40.22%	100.00%	59.76%	40.24%	100.00%	-0.02%	0.02%	0.00%
2011 Budget	59.58%	40.42%	100.00%	59.79%	40.21%	100.00%	0.21%	-0.21%	0.00%
2010 Budget	59.55%	40.45%	100.00%	59.72%	40.28%	100.00%	0.17%	-0.17%	0.00%
2009 Budget	59.45%	40.55%	100.00%	59.46%	40.54%	100.00%	0.01%	-0.01%	0.00%
2008 Budget	59.69%	40.31%	100.00%	59.73%	40.27%	100.00%	0.04%	-0.04%	0.00%
2007 Budget	60.23%	39.77%	100.00%	60.53%	39.47%	100.00%	0.30%	-0.30%	0.00%
2006 Budget	60.67%	39.33%	100.00%	60.28%	39.72%	100.00%	-0.39%	0.39%	0.00%
2005 Budget	60.87%	39.13%	100.00%	60.53%	39.47%	100.00%	-0.34%	0.34%	0.00%
2004 Budget	60.64%	39.36%	100.00%	59.68%	40.32%	100.00%	-0.96%	0.96%	0.00%
2003 Budget	61.07%	38.93%	100.00%	60.73%	39.27%	100.00%	-0.34%	0.34%	0.00%
Average	60.17%	39.83%		60.07%	39.93%		-0.10%	0.10%	



## **Memorandum**

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**TO:** Mayor Dean Kaufert  
Mayor Don Merkes  
Neenah Common Council Members  
Menasha Common Council Members

**FROM:** Al Auxier, Chief

**DATE:** July 28, 2015

**RE:** Pumper 35, NMFR's Reserve Engine, Update

In my July 15, 2015 memo, I informed you of the problem that we have with Pumper 35, which is our only reserve engine. Staff has been researching the option to make the repairs or if it is better to replace Pumper 35. Here is an update of where we are at.

It is imperative that we move forward, as soon as possible, to solve the problem of making sure we have an adequate number of vehicles to properly provide emergency services to the Cities of Neenah and Menasha. First let me explain the vehicle status and operations of our Department.

Pumper 35 is our only reserve engine and it is put into service when one of our front line vehicles needs repairs or has routine service performed by our mechanics. It is also staffed, and placed into service, when there is a significant incident and we need an additional crew at the scene or if the front line units are tied up at a significant incident, for a long period of time, this engine will respond to other calls that continue to come in while the front line engines are tied up.

We have four frontline engines and one of these are located at each of our four stations. Our Quint (aerial truck) is located at Station 32 and responds to all major incidents in both Cities. When there is a major incident four vehicles (three front line engines and our Quint) will respond which leaves three of our stations four stations unable to respond in their districts to any additional calls. The fourth station is left to cover all additional calls, in both Cities, until additional off duty members are called in and staff our reserve engine. Once this is staffed, we have two engines to cover emergencies in both Cities.

As I mentioned in my July 15<sup>th</sup> memo, the cost for repairing would start at approximately \$15,000 - \$25,000 and could go up substantially if they find more issues when they start the repairs. Staff looked at making the repairing as a solution but one additional information was

obtained on the possible financial impact, age of this truck and possibility of more repairs it has been recommend we do not go this route. In talking with Leslie Niles, from F.A.E., Brindlee Mountain, a used fire truck firm, said that if the vehicle was in good working order they would estimate its value at around \$25,000. Pumper 35 is a 1991 Engine and it is strongly recommended fire vehicles of this age are taken out of service.

The Truck Committee look at the specifications of new and demo vehicles to replace this truck from Pierce Manufacturing, Seagraves and Marion Truck. Pricing on a new, or demo model, range from \$340,000 - \$505,000 and covered a broad range of models. Rather than include all the specifications, and drawings, I am including a spreadsheet of specifications we have received at this time. I am also going to elaborate on we received on pricing.

1. Pierce 2015 Enforcer side mount pumper, which is coming off line mid-August and cost would be \$410,000. This vehicle would have a full warranty.
2. Pierce 2014 Saber SLT PUC pumper, which came off line last June, and has about 7,000 miles on it. Cost would be \$355,000. This vehicle would have a full bumper to bumper warranty from Pierce but only remaining years on vendor equipment.
3. Pierce 2014 Dash CF PUC pumper, which came off line last September and has about 3,000 miles on it. Cost would be \$505,000. This vehicle would have a full bumper to bumper warranty from Pierce but only remaining years on vendor equipment.
4. Pierce 2015 Enforcer PUC pumper, which is coming off line this week. Cost is \$472,000.
5. Pierce 2015 Saber PUC pumper (2010 chassis) due to come off line in mid-August. Cost would be \$381,000. This vehicle would have a full warranty.
6. Pierce 2015 Saber PUC pumper (new FR chassis) due to come off line in mid-October. Cost would be \$387,000. This vehicle would have a full warranty.
7. Marion 2015 Gladiator pumper which would take 6 months to manufacture. Cost would be \$480,000. This vehicle would have a full warranty.
8. Marion 2015 Metro Star-X pumper which would take 6 months to manufacture. Cost would be \$340,000. The price is based on a model they built for New London Fire Department. This vehicle would have a full warranty.
9. Seagraves 2015 Marauder II stainless steel cab pumper which would take 210 days to manufacture. Cost would be \$480,000. Seagraves does not have any demo models and produces trucks when ordered. This vehicle would have a full warranty.
10. Smeal 2015 Metro-Star pumper, new demo to come off line in September. Cost would be \$417,000. This vehicle would have a full warranty.

An additional \$20,000 would be needed to cover cost of installing customer provided two way radio, graphics and lettering, adding hard suction troughs in hatch with rear door, adding cold climate package, adding EMS cabinet and adding Husky 3 foam system with 4 discharges.

A large number of the vehicles listed are from Pierce only because they are large enough to produce stock vehicles on a regular basis whereas Marion and Seagraves usually manufacture as vehicles are ordered.

The Truck Committee looked at all of these options, and after careful consideration of our needs, recommends our Joint Finance & Personnel consider item #6, the Pierce 2015 Saber PUC pumper (new FR chassis) due to come off line in mid-October, to replace Pumper 35. The new pumper would actually be placed at Station 35 and would take the place of Engine 35 as Engine 35, the 1997 Pierce Saber, would be the actual vehicle that would take the place of Pumper 35 as a reserve engine in our fleet.

I am requesting consideration, and action, on either moving forward with a recommendation to both Common Councils, or scheduling a special meeting of NMFR's Joint Finance and Personnel Committee meeting to further discuss, and come up with recommendation, to both Common Council's regarding moving forward with either repair or replacement of Pumper 35. At may become necessary to call a Special meeting of the Cities of Neenah and Menasha Common Councils to discuss this as the opportunity to get a replacement vehicle of this caliber and price does not come along very often. I encourage consideration of our Joint Finance & Personnel Committees and both Councils to act on this as soon possible.

If you have any questions, or need to further explanation of anything, please feel free to contact me.

Attachment

## Pumper Specifications Comparison Chart

Option	Saber, 28138	Saber 28574	Enforcer 28140	Enforcer 28570	Dash CF 27514	Saber 27366	Marion RP	Marion NLFD	Seagrave 10016	Smeal 4469
Demo or New	New	New	New	New	Demo	Demo	Demo	New	New	Demo
Available	Aug 2015	Oct 2015	August 2015	July 2015	Sept 2014	June 2014	Immediately	~6 months	210 days	Sept 2015
Chassis	Saber 2010	Saber FR	Enforcer	Enforcer	Dash CF	Saber	Gladiator	Metro Star-X	Marauder	Metro-Star
Engine	Cummins	Cummins	Cummins	Cummins	DDC DD13	Cummins	Cummins	Cummins	S. S.	Cummins
Steel/Alumin.	Aluminum	Aluminum	Aluminum	Aluminum	Aluminum	Aluminum	Aluminum	Aluminum		Aluminum
Pump	1500	1500	1500	1500	1500	1500	1500	1250		2000
Pump Manf.	PUC	PUC	Waterous	PUC	PUC	PUC	Hale	Hale		Waterous
Water Tank	750	750	750	750	750	750	750	1000		700
Foam Pump	Future	Future	Future	Future	Future	Future	Foamlogix	FoamPro 1600		FoamPro 1600
Ladder Stor.	30 gal.	30 gal.	30 gal	30 gal	30 gal	30 gal	20 gal	20 gal		30 gal
Front Suspen.	Body	Body	Body	Body	Body	Body				Hyd. Rack
Doors	Axle	Axle	TAK-4	TAK-4	TAK-4	Axle				Axle
Generator	Amdor	Amdor	Amdor	Gotite	Amdor	Amdor	Amdor	Amdor		Hinged
Back-Up Cam	No	No	No	No	Harrison 6KW	No	Harrison 10KW			No
Warranties	No	Yes	Yes	Yes	Yes	No	Yes			Yes
Basic	1 year	1 year	1 year	1 year	1 year	1 year				1 year
Steering	3 year	3 year	3 year	3 year	3 year	1 year				
Engine	5 yr	5 year	5 year	5 year	5 year	5 year				5 year
Frame	50 year	50 year	50 year	50 year	50 year	50 year				Lifetime
Ind. Suspen.										
Axle	2 year	3 year	3 year	3 year	3 year	2 year				2 year
ABS Brakes	3 year	3 year	3 year	3 year	3 year	3 year				
Cab-Structure	10 year	10 year	10 year	10 year	10 year	10 year				10 year
Cab-Paint	10 year P-R	10 yr P-R	10 yr P-R	10 yr P-R	10 yr P-R	10 yr P-R				10 year
Electronics					5 year					
Camera		Yes	Yes	Yes	Yes					
LED Lights	Yes	Yes	Yes	Yes	Yes	Yes				
EVS Trans	5 year	5 year	5 year	5 year	5 year	5 year				5 years
Water Tank	Lifetime	Lifetime	Lifetime	Lifetime	Lifetime	Lifetime				Lifetime
Body - Paint	10 year P-R	10 year P-R	10 yr P-R	10 yr P-R	10 yr P-R	10 yr P-R				7 year
Body-Structure	10 year\$355,00	10 year	10 year	10 year	10 year	10 year				10 year
Roll up doors	10yr/5yr paint	10yr/5yr paint	10yr/5yr paint	6 year	10 yr/5yr paint	10 yr/5yr paint				
Pump	6 year	6 year	5 year	6 year	6 year	6 year				5 year
Plumbing	10 yr S/S	10 yr S/S	10 yr S/S	10 yr S/S	10 yr S/S	10 yr S/S				10 year
Camera	No	Yes	Yes	Yes	Yes	No				
Generator					2 year					
Price	\$381,000	\$387,000	\$410,000	\$472,000	\$505,000	\$355,000	\$450,000	\$339,800	~\$485,000	\$417,231



## **Memorandum**

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**TO:** NMFR Joint Finance & Personnel Committee Members

**FROM:** Al Auxier, Chief

**DATE:** July 27, 2015

**RE:** Pumper 35 Repairs

Below is an overview of repairs that have been completed for the past couple of years. Please note preventative maintenance is **not** listed below.

**2015 Repairs:** To date, we have spent \$6,054.08 for repairs to this vehicle.

- Brake repair
- Front intake valve rebuild
- Discharge valve replacement
- Light replacement.
- Power steering line blew on the way to a call. Pumper was in service for E32 as this was out for repairs. P35 was out of service for 1 ½ hours and we had no reserve engine to use during this time.
- Primer wire repair.

These are the known items that need repair for this vehicle:

- Anti-freeze leaking in the oil.
- Ladder (mounted on top of the truck) will not rotate clockwise.

**2014 Repairs:** In 2014, we spent \$1,464.59 for repairs. Some of these were:

- Radio repair
- New charger and indicator.
- Primer wire replaced.
- Wires on fan behind firefighter seat were sparking. Wire was fixed.
- Electric transfer valve motor replaced.
- Cord reel switch replaced.
- Rear and front slack repaired as parking brake was not working when engaged. Vehicle rolled forward.
- 10 door struts replaced on compartment doors.
- Audible alarm replaced.
- Ladder rack switch replaced.
- Step by pump panel replaced.
- Front strobe light and reflector replaced.

**2013 Repairs:** In 2013, we spent \$4,849.77 for repairs.

- Batteries replaced.
- Air eject repaired.
- Tank to pump valve replaced.
- Wheel cover replaced.
- Discharge gauge replaced.
- Tires replaced.
- Pipes and hoses replaced on radiator.
- Officer side roof mounted light replaced.

If you need any additional information, please feel free to let me know.

Thank you.

AA/tt



## Memorandum

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**TO:** NMFR Joint Finance & Personnel Committee

**FROM:** Al Auxier, Chief

**DATE:** July 27, 2015

**RE:** Pumper 35 Usage

As I stated in my previous memo, Pumper 35 is our only reserve engine and it is put into service when one of our front line vehicles needs repairs or has routine service performed by our mechanics. It is also staffed, and placed into service, when there is a significant incident and we need an additional crew at the scene or if the front line units are tied up at a significant incident, for a long period of time, this engine will respond to other calls that continue to come in while the front line engines are tied up.

Here is some information on our call volume for the last few years:

<b>Time Period</b>	<b>Number of Calls</b>	<b>Number of Overlapping Incidents</b>
<b>1/1/15 – 6/30/15</b>	1,218	136
<b>2014</b>	2,398	231
<b>2013</b>	2,283	243
<b>2012</b>	2,335	242
<b>2011</b>	2,419	348

Overlapping incidents are times when we have multiple engines out on calls. This could mean there are several engines out on one call and/or multiple engines each handling different calls.

So far in 2015, Pumper 35 responded on calls 55 days. This doesn't include the number of times it was put into service but didn't respond to a call.

I hope this information gives you an idea of how important it is for us to have a reserve vehicle.

AA/tt



# Neenah-Menasha Fire Rescue

## Memorandum

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**TO:** Al Auxier, Chief  
**FROM:** Mike Sipin, Assistant Chief  
**DATE:** July 17, 2015  
**RE:** Pumper 35 Repair vs Replacement

Given the recent developments with Pumper 35, research was conducted to provide information on the repair or replacement of the apparatus. Pumper 35 (P35) is a 1991 Pierce apparatus based on an Arrow Chassis, and contains a 50' Telesquirt. The pump is a 1250 gpm, two-stage style, with a Barber-Coleman pressure governor, that helps regulate pump pressures when multiple lines are flowing. The vehicle has 71,309 miles as of the writing of this memo.

Several options exist to address the major engine issue that has plagued the truck. The first is to repair the engine. The diesel engine in P35 is a 1991 Detroit Diesel, 6V92. This is an older style of engine which no longer meets today's stringent emissions requirements and has been out of production since 1995. Repairing the engine would take a significant amount of labor and cost. The Pierce Arrow chassis is not conducive to easy access of the engine, as it is not a tilt-cab chassis. The roof must be dismantled in order for the engine to be removed to make the repairs. Early "rough" verbal estimates range anywhere from \$15,000-25,000 at a start to locate the suitable parts in order to rebuild the engine. Additional costs will incur from the intensive labor involved to remove and install the rebuilt engine. Costs could also rise based on what is found during the initial assessment. The issues with repairing or the engine are not the only issues impacting repairs. I had a conversation with Mark Evel, an independent contractor with Pierce Manufacturing who stated a new engine cannot be placed into P35. The current engine, as referenced, is no longer available, and can only be rebuilt. New engines will not fit as they are larger to meet the requirements under the emissions standards. Manufacturers were forced to redesign and engineer their chassis in order to allow the new engines to fit.

As mentioned in the introductory paragraph, P35 is an older piece of equipment. It is currently going on 25 years of service. It has performed well, but is now in need of possible replacement. Given the age, other mechanical issues will make the ability to find parts lengthy as well as expensive. Earlier this year, P35 was out of service for over two weeks while a repair facility attempted to locate parts for the brakes. This will only continue to happen as some of the various components may not be available. Another example of a potential repair issue lies with the Barber-Coleman pressure governor. This is one of the original types of electronic pressure regulating devices used on fire apparatus dating back to the mid-1980's. This particular style of governor is no longer in production. Newer pressure governors are electronic in nature and are tied into the diesel engine. A new-updated pressure governor can be installed, but at a costly level. In short, the age of the apparatus is a leading factor to repair or replace this apparatus. During a recent equipment day check, it was found the aerial turntable would not rotate in one direction without the high idle. This is a problem while pumping, as the pump disengages the high idle feature rendering the use of the aerial device useless.

NFPA (National Fire Protection Association) Standard 1901, *Standard for Automotive Fire Apparatus*, 2009 Edition calls for front-line fire apparatus to be replaced at the 20 year mark, with apparatus in reserve status replaced at the 25 year mark. Furthermore, NFPA 1911, *Standard for Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus*, 2012 Edition, recommends the following (NFPA, 2012):

Fire department administrators and fire chiefs should exercise special care when evaluating the cost of refurbishing or updating an apparatus versus the cost of a new fire apparatus. In many cases, it will be found that refurbishing costs will greatly exceed the current value of similar apparatus that are over 20 years old, other than to paint or repair the apparatus, is a very poor investment.

Although considered consensus standards, the afore-mentioned NFPA standards, act as a "Standard of Care" document. Standard of care is defined as (Legal Dictionary, 2005):

The watchfulness, attention, caution and prudence that a reasonable person in the circumstances would exercise. If a person's actions do not meet this standard of care, then his/her acts fail to meet the duty of care which all people (supposedly) have toward

others. Failure to meet the standard is negligence, and any damages resulting therefrom may be claimed in a lawsuit by the injured party. The problem is that the "standard" is often a subjective issue upon which reasonable people can differ

Additional issues should also be factored into this decision other than solely the NFPA standards.

Operational costs have a big impact on apparatus purchasing. John Hill, an apparatus budgeting consultant with First Bankers, stated in a Fire Rescue 1.com news article (2012) that older vehicles are less fuel-efficient than newer trucks. Older trucks also have intangible costs related to safety, such as air bag and roll protection, noise reduction, and emissions, to list a few. In short, a new truck reduces safety and liability costs.

The International Association of Fire Chiefs (IAFC) strongly urges its members to follow the NFPA standards when it comes to the purchasing, operating, and maintenance during the entire life cycle of that apparatus. "Every fire department has a responsibility to provide a safe apparatus and equipment for its personnel to safely perform their responsibilities to their community. The apparatus should be compliant with national standards and must also adhere to state and local requirements." (IAFC, 2004).

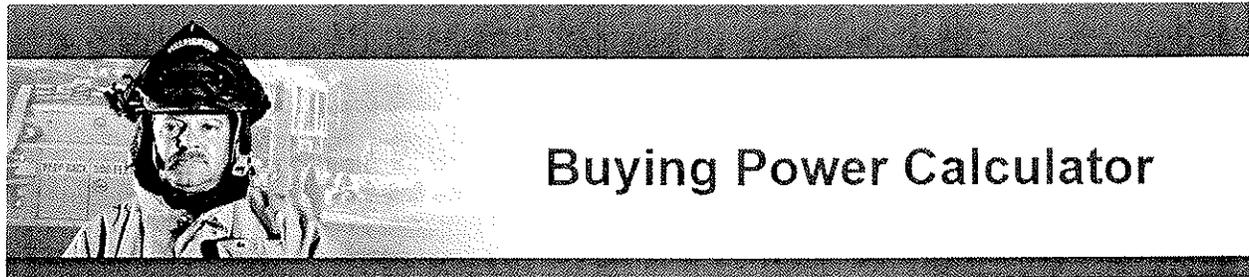
The advantages of replacing P35 are numerous. Safety innovations were mentioned earlier in this memo. The Fire Apparatus Mechanics Association (FAMA) drafted a "White Paper" that shows some of the safety innovations that are included in modern fire apparatus. (Piechura, 2009). Some of the many improvements to be gained with the purchase and acquisition of a new apparatus compared to repairing the current P35 include, but not limited to the following:

- Reduced noise levels from removing sirens and horns from roof, and allows for improved communications
- ABS brakes (mandated)
- Air disk brakes that shorten braking distances and eliminates brake fade
- Auxiliary brake system that improves stopping abilities, operator control, and increases brake life, reducing repairs
- Roll stability control that reduces potential for roll-over
- Cab integrity contains mandated roof crush integrity

- Electronic stability control helps to improve control of vehicle during emergency braking
- Tilt-cab design allows for greater accessibility to the engine area
- Diesel particulate filter system eliminates exhaust smoke particles and provides for a cleaner environment
- Side roll protection helps to reduce injuries from frontal crashes
- Vehicle data recorder provides a record of occupant actions (seat belt usage, etc) and driving habits.
- Steering geometry increases crank angles and reduces turning radius
- Air ride suspension improves the ride quality and creates less shock to the occupants body and the chassis frame
- Independent front suspension improves the ride quality, cornering, and creates less shock to the cab and components
- Rollover stability standards have been improved to set minimum standards or include an electronic stability control device
- Battery conditioners are installed to improve battery life and reduce maintenance on batteries.
- Electrical load management system prevents overloads, preserves battery condition, and reduced maintenance frequency. Provides easier diagnostic abilities and serviceability. And the frequency of electrical system failures is reduced.
- Class A foam systems provide crews with the ability to knock fires down quicker as compared to straight water, allows for quicker clean up, and reduces rekindles.

The decision to repair over replacing in this case is not a responsible one financially. I pointed to reasons why repair is not worth the cost earlier. The decision to delay the replacement creates a larger cost in the future. The Buying Power Calculator, as shown in Figure 1, was created by John Hill, of First Bankers. It shows how the annual price increases can impact the price of an apparatus over a pre-determined period. Based on a \$450,000 apparatus, you can see how the consumer's cost are impacted due to the annual manufacturer price increases, which typically average 3%.

Figure 1



It's as easy as 1 - 2 - 3 !

- 1. ENTER current truck price ▶ \$ 450,000 ? [Click here for help](#)
- 2. ENTER truck inflation rate ▶ 3.00% ? [Click here for help](#)

	In 1 year	In 3 years	In 5 years	In 7 years	In 10 years
<i>(IF YOU WAIT TO PURCHASE: The cost of the fire truck will be:</i>	\$463,500	\$491,727	\$521,673	\$553,443	\$604,762
<i>You lose this much buying power:</i>	\$13,500	\$41,727	\$71,673	\$103,443	\$154,762

For FREE help, ideas, suggestions, tools, and information about the financial issues when buying a fire truck, visit [www.FirstBankers.net](http://www.FirstBankers.net)

Note: This information is provided for discussion purposes only.

Version 2003.01

**Recommendation:**

Based on the information provided in this memo, it is the recommendation of the Truck Committee to replace P35 in lieu of repairs. I have been in contact with various manufacturers to collect information on available demo/stock pumpers, along with pricing. I shall forward this information once I have received it.

Please contact me if you have any questions.

## References

National Fire Protection Association (2009). *Standard for automotive fire apparatus*. Quincy, MA: NFPA.

National Fire Protection Association (2012). *Standard for inspection, maintenance, testing, and retirement of in-service automotive fire apparatus*. Quincy, MA: NFPA.

Hill, J. (2012, June 21). *Analysis: When to repair or replace fire trucks*. Retrieved from Fire Rescue 1: <http://firerescue1.com/print.asp?act=print&vid=1304571>

IAFC. (2004, July 15). *Refurbish or replace? NFPA 1901 Annex D explained*. Retrieved from International Association of Fire Chiefs: <http://www.iafc.org/Operations/LegacyArticleDetail.cfm?ItemNumber=2332>

Legal Dictionary. (2005). *Standard of care*. Retrieved from Legal Dictionary: <http://legal-dictionary.thefreedictionary.com/standard+of+care>

Piechura, J. (2009, May). Report on application of new technology to modern fire apparatus. *Fire Engineering*, pp. 114-120.



## **Memorandum**

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**TO:** City of Menasha Common Council  
Mayor Don Merkes  
City of Neenah Common Council  
Mayor Dean Kaufert

**FROM:** Al Auxier, Chief

**DATE:** July 30, 2015

**RE:** Pumper 35 Replacement

In 2014, during the discussion of replacing Quint 32, Ald. Taylor asked about the possibility of having alternative response vehicles for EMS calls. At that time, AC Sipin put together information regarding the impact this would have on our response capability for our two communities.

While the committee was discussing the issues with Pumper 35, Ald. Taylor brought it back up for discussion. While the members didn't have AC Sipin's *Use of Alternative Response Vehicles* memo, dated June 23, 2014 in front of them, they did review the topic and the impact it would have for our two communities. Our committee members asked me to include this information for you to review prior to the discussion of replacing Pumper 35.

If you have any questions, please give me a call.

Enclosure

AA/tt



# Neenah-Menasha Fire Rescue

## Memorandum

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**TO:** Chief Al Auxier  
**FROM:** A/C Mike Sipin  
**DATE:** June 23, 2014  
**RE:** Use of Alternative Response Vehicles

This memo provides information on the use of alternative response vehicles (ARV's) within the response structure of Neenah-Menasha Fire Rescue. I have conducted research on the use of ARV's. The cumulative research was taken from Internet sources, National Fire Academy Executive Fire Officer applied research projects, Wisconsin Fire Chief's Association email surveys, email and phone conversations with out of state fire departments, and internally obtained information (maintenance records, operating costs, fuel reports, Firehouse run data, etc).

2013 Emergency Medical Responses account for approximately 69% of Neenah-Menasha Fire Rescue's (NMFR) call volume, according to the Firehouse Database. Very similar statistics are represented for fire departments involved in EMS delivery across the nation. The ARV concept was originally introduced to allow fire departments an option to provide the EMS care, while at the same time helping to reduce the maintenance costs associated with operating a larger, more traditional engine or ladder company.

Engine 32 was selected as the example on the use of an ARV. Engine 32 operates from Station 32 on Columbian Avenue in Neenah. Engine 32 is a 2008 Pierce Velocity, and is the newest apparatus in the NMFR fleet. Engine 32 responded to a total of 1006 calls for service in 2013, or an average of 2.82 calls for service per day. Of these total runs, 646 were EMS related, or 64% of their total calls. Engine

32 accumulated 1400 miles for the 646 EMS calls it was assigned to. This number is only an estimate. No documentation exists that will provide the exact location from where Engine 32 was at when any call for service was received. The Neenah Information Technology Department used GIS data to determine Engine 32's estimated mileage for EMS calls. The starting point for each of the 646 calls was from Station 32, and the mileage then computed as a round trip number. Engine 32 had an approximate total mileage count of 4,584 for 2013.

An estimated cost per mile figure was then computed, using a formula found on the eHow website at [www.ehow.com/how\\_8301653\\_calculate-cost-per-miles.html](http://www.ehow.com/how_8301653_calculate-cost-per-miles.html). This formula uses several steps to determine the approximate per mile cost to operate a vehicle. Items included are fuel costs, operating costs (maintenance and repairs), and annual ownership costs (annual insurance and depreciation). Running the formula shows Engine 32 costs \$6.35/mile to operate. This number can vary from year to year based primarily on operating costs of maintenance and repairs. Multiplying the cost per mile by the mileage placed on Engine 32, the estimated cost to operate Engine 32 for EMS calls in 2013 is approximately \$8,890. As newer apparatus purchases are made in the future, fuel efficiency will increase due to changes in technology and components.

Some departments around the nation have opted to operate smaller SUV or pick-up type vehicles for EMS calls rather than the larger apparatus due to the higher operating costs. The following information is based on the use of a pick-up type vehicle should the ARV concept be applied at NMFR for EMS calls in place of Engine 32. The example cited is a 2008 Chevy Silverado currently in use with the department. The cost per mile to operate is approximately \$1.00. This takes into account an average of 5270 miles of use during 2013, fuel costs, operating costs of approximately \$300, and ownership costs (insurance and depreciation).

Research conducted from departments using the ARV concept indicates they have placed into service "appropriate" vehicles ranging from SUV's or pick-ups to light rescue trucks. The most common vehicle being used is a pick-up truck. NMFR recently took delivery of a 2014 Ford F-250 Quad-Cab pick-up truck from the State bid list. The final price for the truck was approximately \$30,000, plus additional (approximate) amounts for emergency lighting and siren (\$5,000), graphics (\$2500), mobile

data computer (\$6000), and truck cap (\$1000) in addition to fuel, operating, and ownership costs (which are not available yet). Each of the four stations would need an “ARV” in order to apply the saving across the board, and potentially extend the life of all apparatus.

Several fire departments nationwide have had successful programs using ARV’s. One example is the Central Jackson County Fire Protection District (CJCFPD) in Missouri. In 2012, the CJCFPD began trial periods to reduce the number of calls/runs that were being placed on apparatus from their busiest station. Ladder 1 from Station 1 averages 15-20 runs per day, according to email conversations with Deputy Chief Todd Farley. This has placed a tremendous strain on this vehicle, which is a large tandem (two) axle ladder truck. When daily staffing levels permit, above 26, the CJCFPS will place two extra personnel in a smaller “squad” vehicle. They are tasked with responding to EMS calls along with a department ambulance. When non-EMS calls are received, this two-person squad is then assigned to the ladder company, and increases that crews staffing to five. Once they fall below the daily minimum staffing level of 24, the squad or ARV concept is not used, as CJCFPD will not break up individual crews in order to maintain the integrity and safety of the crews.

The La Crosse Fire Department uses the ARV concept as well. The LCFD maintains two staffed “light” rescues with four-door Ford F-550 chassis and a rescue body. Both are staffed with a driver and officer, and assigned to their north and south side stations. They handle the majority of EMS calls in La Crosse, and also are assigned to the 75’ Quint in their respective stations as a six-person crew for fire related calls. LCFD has staffing levels that allow the use of these vehicles. The LCFD does not have a fire department based ambulance. They rely on a private provider.

The Janesville, WI Fire Department also uses the ARV concept in one of their five stations. Janesville operates four engine companies, and one quint company from their five stations. The ARV is assigned to the 3-person quint station. When an EMS call is dispatched, the quint is removed from service, and the crew responds to the EMS call in the ARV, a four-door pick-up. The crew leaves their gear on the quint. Janesville has had structure fires occur at the same time the ARV is out on a call on two occasions. In these cases, critical ladder company resources were delayed as the crew had to respond

back to the station, and then put their gear on and respond with the quint. The Janesville Fire Department does have a fire department based ambulance.

Depending on how it is applied, staffing levels, and call volume, the ARV concept can present many disadvantages. The first disadvantage is removing the resource capabilities of a large apparatus from service, in order to have the crew respond to calls in an ARV. Although structure fires only account for less than 10% of NMFR's total call volume, it is extremely important to have full resources readily available at all times. Fire dynamics and behavior has changed greatly over the last twenty years. Several fire service books on tactics and fire behavior/dynamics have shown that fire growth has been increasing at alarming rates. This is primarily due to the use of newer synthetic materials in construction, furnishings, and decorations. These materials can quickly cause a small fire to grow exponentially. A rule of thumb in the Fire Service is that for every 30 seconds a fire is allowed to be uncontrolled, it doubles in energy output. This dynamic leads directly to quicker flashover rates. A flashover is a deadly phenomenon in which all combustibles in a room become heated to their ignition temperature, and suddenly ignite. The heavy use of synthetic materials can commonly cause flashovers to occur in as little as four minutes from the time a fire is in the "free burning" stage, or when it no longer needs a continued ignition source, to continue to develop. Not having the apparatus and its full capabilities and resources places fire crews in danger as they are more likely to encounter a flashover. In short, the quicker crews can get water on a fire, the less damage that is going to occur, and the safer fire crews and any occupants will be.

A second disadvantage lies in the costs associated with enacting an ARV program. Compared to the communities that use the AVR process, NMFR has a lower call volume compared to the previously mentioned departments and less staffing that allow us to effectively apply resources, without creating gaps in the delivery of other vital service components. Nor should the practice be started where crews are split up, allowing two members to respond with an ARV, and a single driver being responsible to bring an engine company to another call. This creates numerous safety issues including a "second set of eyes" to assist the driver during a response, important communications, development of an initial plan, etc. It *will* create critical delays in getting water onto the fire, thus increasing the hazards to both

firefighters and occupants. Given current staffing levels, too much risk would be created by splitting crews to respond on EMS calls. More risks would be created rather than properly managing current ones.

Third, the costs associated with purchasing the appropriate vehicle is not warranted, based solely on the call volume. From the figures provided, in order to place this procedure into standard practice, it would require upfront costs of approximately \$160,000 in order to do it properly. The costs presented are only best estimates. The actual costs will vary depending on any number of variables. If legitimate concerns exist over the maintenance costs of responding with larger apparatus, the department should look at the number and types of EMS calls we are responding to. In other words, are there low-priority or simple "assist" calls that can be eliminated from NMFR response protocols? In 2013, Engine 32 responded on 146 Type "A" and "B" calls. These calls are non-emergency in nature. Many of them are to assist our private provider in lifting and moving a patient.

A fourth disadvantage comes in the space to store the additional vehicles. All NMFR stations are very tight with current apparatus and vehicles. It will be a difficult challenge to add additional vehicles to each of the apparatus bays without causing unwanted impacts, such as the inability to use a drive through bay for apparatus, or mechanics having to move vehicles around in order to conduct maintenance duties.

**Conclusion/Recommendation:**

Based on the above information, it is my recommendation that NMFR does not adapt the ARV model for responses to EMS calls. There are other means to reduce maintenance costs on apparatus and extend the life of this equipment. The research has shown the impact to the overall safety and well being of firefighters can be affected due to the quick development of fires from modern synthetics. The importance of having the right resources available at all times makes NMFR a full service provider. The projected cost savings will not be a benefit based on the call volume. The ARV concept has been successful in communities that have a higher call volume and/or staffing levels (Central Jackson County Fire Protection District, MO and La Crosse Fire Department), while creating gaps and delays in critical responses due to how a department elects to staff and respond with an ARV on EMS calls (Janesville, WI

Fire Department). The costs associated with the purchase of the correct vehicle outweigh any benefits due to the limited number of times this equipment will be used. Lastly, NMFR lacks sufficient space to house this number of vehicles along with our current inventory of apparatus and vehicles.

Should you have any questions, please feel free to contact me. Thank you.

**City of Menasha Disbursements**

Weekly Accounts Payable	7/21/15-7/30/15	\$ 843,820.11
	Checks # 50694-50861	

Bi-Weekly Payroll	7/23/15	\$ 192,804.21
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Additional Regular Cycle Accounts Payables -Paid Electronically

Returned Check	7/17/15	\$ 30.00
Delta Dental	7/22/15	\$ 2,538.82
Advanced Disposal-Broad Street Recycling	7/22/15	\$ 117.38
Community First Credit Union-Payroll Deductions	7/23/15	\$ 5,479.00
BMO Harris-Flex Spending	7/24/15	\$ 3,456.27
Nationwide Retirement	7/24/15	\$ 11,502.50
Delta Dental	7/29/15	\$ 1,775.40
Federal Tax Withholding	7/29/15	\$ 74,370.33
State Sales Tax	7/30/15	\$ 3,347.46
State Tax Withholding	7/30/15	\$ 27,340.38
Pitney Bowes-Postage Machine Refill	7/30/15	\$ 1,500.00
		<u>\$ 131,457.54</u>

<b>Total</b>	<u><u>\$ 1,168,081.86</u></u>
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Items included on this list have been properly audited and certified by the City Comptroller and are being presented for approval by the Common Council.

  
 \_\_\_\_\_  
 Peggy Steeno  
 Administrative Services Director

  
 \_\_\_\_\_  
 Date

- Notes:
- Medical Expense Reimbursement Trust-Retirement Pay Out
  - United Way-Employee Donations
  - Wisconsin Support Collections-Child/Spousal Support
  - WI SCTF-Child Support Annual Fee
  - Gaps in check numbers indicate that more invoices being paid than fit on one check stub  
 (The last check stub used is the check number that will appear on the check register)

## AP Check Register

### Check Date: 7/21/2015

<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>
BAKER & TAYLOR INC	50694	7/21/2015	2030707503	100-0601-551.30-14	468.12	Library Materials
		7/21/2015	2030720735	100-0601-551.30-14	603.15	Library Materials
		7/21/2015	2030722296	100-0601-551.30-14	211.27	Library Materials
		7/21/2015	2030725298	100-0601-551.30-14	235.23	Library Materials
		7/21/2015	2030736468	100-0601-551.30-14	339.37	Library Materials
		7/21/2015	2030748000	100-0601-551.30-14	223.00	Library Materials
		7/21/2015	2030750910	100-0601-551.30-14	350.35	Library Materials
		7/21/2015	2030766904	100-0601-551.30-14	735.98	Library Materials
		7/21/2015	2030775959	100-0601-551.30-14	914.12	Library Materials
		7/21/2015	2030786841	100-0601-551.30-14	139.85	Library Materials
		7/21/2015	2030787612	100-0601-551.30-14	375.57	Library Materials
		7/21/2015	2030792009	100-0601-551.30-14	404.19	Library Materials
		7/21/2015	2030808027	100-0601-551.30-14	675.82	Library Materials
		7/21/2015	5013661815	100-0601-551.30-14	35.54	Library Materials
		7/21/2015	5013680823	100-0601-551.30-14	262.24	Library Materials
	7/21/2015	K42754310	100-0601-551.30-14	315.91	Library Materials	
			<b>Total for check: 50694</b>		<b>6,289.71</b>	
BEYER'S HOPE UNLIMITED LLC	50695	7/21/2015	BEYER'S	100-0601-551.30-14	41.90	Library Materials
			<b>Total for check: 50695</b>		<b>41.90</b>	
BLACKSTONE AUDIO INC	50696	7/21/2015	770475	100-0601-551.30-14	200.00	Library Materials
		7/21/2015	770476	100-0601-551.30-14	100.00	Library Materials
		7/21/2015	774686	100-0601-551.30-14	50.00	Library Materials
			<b>Total for check: 50696</b>		<b>350.00</b>	
CDW GOVERNMENT INC	50697	7/21/2015	WC66703	100-0601-551.30-10	342.95	Black Cartridge
			<b>Total for check: 50697</b>		<b>342.95</b>	

## AP Check Register

### Check Date: 7/21/2015

<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>
CENTER POINT LARGE PRINT	50698	7/21/2015	1299075	100-0601-551.30-14	176.16	Library Materials
			<b>Total for check: 50698</b>			<b>176.16</b>
FINDAWAY WORLD LLC	50699	7/21/2015	157022	100-0601-551.30-14	412.18	Library Materials
			157470	100-0601-551.30-14	169.97	Library Materials
			<b>Total for check: 50699</b>			<b>582.15</b>
GALE	50700	7/21/2015	55358135	100-0601-551.30-14	38.92	Library Materials
			55394688	100-0601-551.30-14	114.39	Library Materials
			55394973	100-0601-551.30-14	46.40	Library Materials
			<b>Total for check: 50700</b>			<b>199.71</b>
JACOBSON, REBECCA	50701	7/21/2015	JACOBSON	100-0601-551.30-14	13.00	Reimbursement
			<b>Total for check: 50701</b>			<b>13.00</b>
HARLEY JARVIS	50702	7/21/2015	JARVIS	100-0601-551.30-14	17.00	Reimbursement
			<b>Total for check: 50702</b>			<b>17.00</b>
KITZ & PFEIL INC	50703	7/21/2015	05-21-140172	100-0601-551.30-13	12.99	Supplies
			05-27-090025	100-0601-551.30-13	41.08	Supplies
			06-12-090023	100-0601-551.24-03	23.70	Supplies
			06-17-140224	100-0601-551.30-16	49.56	Supplies
			<b>Total for check: 50703</b>			<b>127.33</b>
MADER NEWS AGENCY INC	50704	7/21/2015	52921	100-0601-551.30-14	131.46	Subscriptions
			<b>Total for check: 50704</b>			<b>131.46</b>
MIDWEST TAPE	50705	7/21/2015	0092911969	100-0601-551.30-14	20.98	Library Materials
			0092932618	100-0601-551.30-14	29.99	Library Materials
			0092955192	100-0601-551.30-14	131.97	Library Materials

**AP Check Register**  
**Check Date: 7/21/2015**

<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>
MIDWEST TAPE...	50705...	7/21/2015	0092978723	100-0601-551.30-14	257.83	Library Materials
			<b>Total for check: 50705</b>		<b>440.77</b>	
NAVIANT	50706	7/21/2015	0125910-IN	100-0601-551.24-04	778.00	Copier Maintenance
			<b>Total for check: 50706</b>		<b>778.00</b>	
HANDS 2 GROW PUPPET PRODUCTIONS LLC	50707	7/21/2015	PAYNE	100-0601-551.33-01	6.24	Mileage
				100-0601-551.30-16	19.92	Velcro
			<b>Total for check: 50707</b>		<b>26.16</b>	
PENGUIN RANDOM HOUSE INC	50708	7/21/2015	1083849910	100-0601-551.30-14	30.00	Library Materials
		7/21/2015	1083932379	100-0601-551.30-14	33.75	Library Materials
		7/21/2015	1084001978	100-0601-551.30-14	26.25	Library Materials
		7/21/2015	1084010663	100-0601-551.30-14	24.00	Library Materials
		7/21/2015	1084082710	100-0601-551.30-14	37.50	Library Materials
			<b>Total for check: 50708</b>		<b>151.50</b>	
RECORDED BOOKS LLC	50709	7/21/2015	75165999	100-0601-551.30-14	39.99	Library Materials
		7/21/2015	75168386	100-0601-551.30-14	17.99	Library Materials
			<b>Total for check: 50709</b>		<b>57.98</b>	
SERVICEMASTER BUILDING MAINTENANCE	50710	7/21/2015	16625	100-0601-551.20-01	1,425.00	Janitorial Service
			<b>Total for check: 50710</b>		<b>1,425.00</b>	
STAPLES ADVANTAGE	50711	7/21/2015	8034899653	100-0601-551.30-10	306.44	Supplies
			<b>Total for check: 50711</b>		<b>306.44</b>	
SYNCB/AMAZON	50714	7/21/2015	027510462475	100-0601-551.30-14	50.76	Library Materials
		7/21/2015	027511670557	100-0601-551.30-14	88.85	Library Materials
		7/21/2015	027513169450	100-0601-551.30-14	66.83	Library Materials

## AP Check Register

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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>
SYNCB/AMAZON...	50714...	7/21/2015	027517442066	100-0601-551.30-14	(3.00)	Library Materials
		7/21/2015	027517871431	100-0601-551.30-14	38.97	Library Materials
		7/21/2015	030811409870	100-0601-551.30-14	67.10	Library Materials
		7/21/2015	030814458972	100-0601-551.30-14	7.26	Library Materials
		7/21/2015	033374335446	100-0601-551.30-14	22.98	Library Materials
		7/21/2015	040593754433	100-0601-551.30-14	74.79	Library Materials
		7/21/2015	040596154651	100-0601-551.30-14	44.97	Library Materials
		7/21/2015	040597710930	100-0601-551.30-14	(0.09)	Library Materials
		7/21/2015	068590621854	100-0601-551.30-14	82.01	Library Materials
		7/21/2015	068590750235	100-0601-551.30-14	19.49	Library Materials
		7/21/2015	068592958350	100-0601-551.30-14	8.99	Library Materials
		7/21/2015	158605777009	100-0601-551.30-14	59.95	Library Materials
		7/21/2015	163804796588	100-0601-551.30-14	(0.01)	Library Materials
		7/21/2015	163805981436	100-0601-551.30-14	33.98	Library Materials
		7/21/2015	163808739679	100-0601-551.30-14	22.94	Library Materials
		7/21/2015	236191214672	100-0601-551.30-14	(5.00)	Library Materials
		7/21/2015	236191268450	100-0601-551.30-14	(2.94)	Library Materials
		7/21/2015	236193024026	100-0601-551.30-14	(15.00)	Library Materials
		7/21/2015	236194907888	100-0601-551.30-14	26.96	Library Materials
		7/21/2015	236196338806	100-0601-551.30-14	151.36	Library Materials
		7/21/2015	236197623186	100-0601-551.30-14	(0.03)	Library Materials
		7/21/2015	236198664024	100-0601-551.30-14	128.94	Library Materials
		7/21/2015	236199100584	100-0601-551.30-14	157.59	Library Materials
		7/21/2015	236199807934	100-0601-551.30-14	(4.50)	Library Materials
		7/21/2015	274621323840	100-0601-551.30-14	32.48	Library Materials
		7/21/2015	274623423142	100-0601-551.30-14	(2.45)	Library Materials
		7/21/2015	274624022297	100-0601-551.30-14	(5.50)	Library Materials
		7/21/2015	274624668427	100-0601-551.30-14	138.34	Library Materials
		7/21/2015	274627508148	100-0601-551.30-14	37.95	Library Materials
		7/21/2015	274629384627	100-0601-551.30-14	(9.00)	Library Materials
		7/21/2015	274629551057	100-0601-551.30-14	(0.12)	Library Materials
		7/21/2015	274629808159	100-0601-551.30-14	(0.09)	Library Materials
		7/21/2015	299651313220	100-0601-551.30-14	29.67	Library Materials
		7/21/2015	299651379049	100-0601-551.30-14	(0.06)	Library Materials

**AP Check Register**  
**Check Date: 7/21/2015**

<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>
SYNCB/AMAZON...	50714...	7/21/2015	299652272713	100-0601-551.30-14	(0.01)	Library Materials
		7/21/2015	299652814532	100-0601-551.30-14	43.93	Library Materials
		7/21/2015	299656158308	100-0601-551.30-14	(6.00)	Library Materials
		7/21/2015	299656817136	100-0601-551.30-14	65.91	Library Materials
		7/21/2015	299658026559	100-0601-551.30-14	(0.06)	Library Materials
		7/21/2015	299658222992	100-0601-551.30-14	95.67	Library Materials
		7/21/2015	299658673500	100-0601-551.30-14	43.68	Library Materials
		7/21/2015	7518568813	100-0601-551.30-14	50.97	Library Materials
			<b>Total for check: 50714</b>		<b>1,639.46</b>	
THIRD STREET MARKET	50715	7/21/2015	05026983	100-0601-551.30-16	29.25	Programmer Supplies
			<b>Total for check: 50715</b>		<b>29.25</b>	
UNIQUE MANAGEMENT SERVICES INC	50716	7/21/2015	309818	100-0000-441.19-00	241.65	Collection Agency
			<b>Total for check: 50716</b>		<b>241.65</b>	
US BANK EQUIPMENT FINANCE	50717	7/21/2015	282329887	100-0601-551.24-04	142.03	Copier Contract
			<b>Total for check: 50717</b>		<b>142.03</b>	
WINNEFOX AUTOMATED LIBRARY SYSTEM	50718	7/21/2015	2752	100-0601-551.30-11	119.68	April Management Services
		7/21/2015	2766	100-0601-551.30-11	128.83	May Management Services
			<b>Total for check: 50718</b>		<b>248.51</b>	
WINNEFOX LIBRARY SYSTEM	50719	7/21/2015	5776	100-0601-551.30-11	143.81	Postage
			<b>Total for check: 50719</b>		<b>143.81</b>	
					<b>13,901.93</b>	

## AP Check Register

### Check Date: 7/23/2015

<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>
ACC PLANNED SERVICE INC	50720	7/23/2015	14812	100-1001-514.24-03	243.75	Service - VPN Connection
		7/23/2015	14813	100-0920-531.24-03	280.62	Maint. - Senior Center
	<b>Total for check: 50720</b>				<b>524.37</b>	
ACCURATE	50721	7/23/2015	1507593	731-1022-541.30-18	75.38	Supplies
		7/23/2015	1508753	731-1022-541.30-15	88.35	Shop Tool
		7/23/2015	1509335	731-1022-541.38-03	28.00	Yellow Wire
		7/23/2015	1509631	731-1022-541.30-18	115.24	Guard/Tarp Straps & Parts
		7/23/2015	1509694	731-1022-541.38-03	26.02	Cable
		7/23/2015	1509728	731-1022-541.30-18	33.44	Supplies
<b>Total for check: 50721</b>				<b>366.43</b>		
AIRGAS USA LLC	50722	7/23/2015	9928464279	731-1022-541.21-06	18.75	Acetylene/Oxygen
		7/23/2015	9928464280	100-0703-553.30-18	20.85	Acetylene/Oxygen
		7/23/2015	9928464281	731-1022-541.21-06	183.75	Acetylene/Oxygen
<b>Total for check: 50722</b>				<b>223.35</b>		
ALL-SPORT TROPHY	50723	7/23/2015	49691	100-0702-552.30-18	338.00	Ribbons
<b>Total for check: 50723</b>				<b>338.00</b>		
APPLETON AWNING SHOP	50724	7/23/2015	35298	100-0703-553.30-18	120.00	Repair
<b>Total for check: 50724</b>				<b>120.00</b>		
APPLETON TROPHY & ENGRAVING	50725	7/23/2015	62421	100-0704-552.30-10	215.00	Nametags
<b>Total for check: 50725</b>				<b>215.00</b>		
ASSOCIATED APPRAISAL CONSULTANTS	50726	7/23/2015	3604	100-0402-513.21-09	4,991.67	Professional Services
				100-0402-513.30-11	9.60	Postage

**AP Check Register**  
**Check Date: 7/23/2015**

Date: 7/24/2015

<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>
ASSOCIATED APPRAISAL CONSULTANTS...	50726...	7/23/2015	3605	100-0402-513.21-09	59.76	Internet Postings
			<b>Total for check: 50726</b>		<b>5,061.03</b>	
AT&T	50727	7/23/2015	920R09453007	100-1001-514.22-01	110.90	Alarms
				601-1020-543.22-01	290.50	Alarms
			<b>Total for check: 50727</b>		<b>401.40</b>	
BATTERIES PLUS LLC	50728	7/23/2015	502-384017	100-0702-552.30-10	63.95	Laptop Battery
			<b>Total for check: 50728</b>		<b>63.95</b>	
BOBCAT PLUS	50729	7/23/2015	IA08292	731-1022-541.38-03	88.31	Parts
			<b>Total for check: 50729</b>		<b>88.31</b>	
BROCK WHITE COMPANY	50730	7/23/2015	12559368-00	625-1010-541.30-18	305.16	Pondseal Aquablok
			<b>Total for check: 50730</b>		<b>305.16</b>	
BRUCE MUNICIPAL EQUIPMENT INC	50731	7/23/2015	5152124	731-1022-541.38-03	61.95	Hose End
			<b>Total for check: 50731</b>		<b>61.95</b>	
CDW GOVERNMENT INC	50732	7/23/2015	WJ96067	100-0801-521.30-12	253.20	Mobile Printer Cable
		7/23/2015	WL40180	100-0801-521.30-12	15.99	Printer Cable
			<b>Total for check: 50732</b>		<b>269.19</b>	
CLEAR WATER CAR WASH	50733	7/23/2015	624	100-0801-521.29-04	19.04	June Vehicle Wash
			<b>Total for check: 50733</b>		<b>19.04</b>	

**AP Check Register**  
**Check Date: 7/23/2015**

Date: 7/24/2015

<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>
COCA-COLA REFRESHMENTS	50734	7/23/2015	3588157419	100-0704-552.30-17	274.29	Concessions
			<b>Total for check: 50734</b>		<b>274.29</b>	
COMDATA	50735	7/23/2015	M51826140	100-0702-552.30-18	63.67	Event Supplies
			<b>Total for check: 50735</b>		<b>63.67</b>	
COMMUNITY HOUSING COORDINATOR	50736	7/23/2015	201	100-0304-562.21-06	1,800.00	April 2015
		7/23/2015	202	100-0304-562.21-06	1,800.00	May 2015
			<b>Total for check: 50736</b>		<b>3,600.00</b>	
COMPLETE OFFICE OF WISCONSIN	50737	7/23/2015	358970	100-0801-521.30-10	191.36	Supplies & Containers
			<b>Total for check: 50737</b>		<b>191.36</b>	
CRESCENT ELECTRIC SUPPLY COMPANY	50738	7/23/2015	S500630741-001	100-0703-553.24-03	18.04	Supplies
			<b>Total for check: 50738</b>		<b>18.04</b>	
CROWE, BRIAN	50739	7/23/2015	CROWE	100-0000-441.24-00	33.00	Overcharge Swim
			<b>Total for check: 50739</b>		<b>33.00</b>	
CULLIGAN WATER CONDITIONING	50740	7/23/2015	541094	100-0704-552.30-10	55.50	Water
		7/23/2015	CULLIGAN	100-0704-552.30-10	189.50	Water
				100-1001-514.20-01	18.90	Water
			<b>Total for check: 50740</b>		<b>263.90</b>	
DAVEL ENGINEERING & ENVIRONMENT	50741	7/23/2015	315497	100-0201-512.30-18	875.00	Verify Boundary Incorp.
			<b>Total for check: 50741</b>		<b>875.00</b>	

**AP Check Register**  
**Check Date: 7/23/2015**

Date: 7/24/2015

<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>
TODD DREW	50742	7/23/2015	DREW	100-0904-531.33-01	27.04	July Mileage
			<b>Total for check: 50742</b>		<b>27.04</b>	
FOX VALLEY HUMANE ASSOCIATION	50743	7/23/2015	FOXVALLEYHUMANE	100-0806-532.25-01	1,123.80	May Transport
			<b>Total for check: 50743</b>		<b>1,123.80</b>	
FOX VALLEY WILDLIFE CONTROL LLC	50744	7/23/2015	FOXVALLEYWILDLI	731-1022-541.20-07	350.00	Woodchuck Removal
			<b>Total for check: 50744</b>		<b>350.00</b>	
GANNETT WISCONSIN MEDIA	50745	7/23/2015	0009048516	100-0405-513.29-02	1,090.20	Legals
				100-0203-512.29-02	50.74	Legals
			<b>Total for check: 50745</b>		<b>1,140.94</b>	
GRIESBACH READY-MIX LLC	50746	7/23/2015	3261	100-1004-541.30-18	1,989.00	Road Ex
			<b>Total for check: 50746</b>		<b>1,989.00</b>	
GUNDERSON CLEANERS	50747	7/23/2015	282120	100-0801-521.30-13	34.66	Cleaning/Supply Service
			<b>Total for check: 50747</b>		<b>34.66</b>	
GUSTMAN CHEVROLET SALES INC	50748	7/23/2015	36507	731-1022-541.38-03	67.89	Parts
			<b>Total for check: 50748</b>		<b>67.89</b>	
HORST DISTRIBUTING INC	50749	7/23/2015	48803-000	731-1022-541.38-03	191.78	Wheel Assembly
			<b>Total for check: 50749</b>		<b>191.78</b>	
HOTSY CLEANING SYSTEMS INC	50750	7/23/2015	0108886-IN	731-1022-541.24-04	490.29	Valves/Nozzle
			<b>Total for check: 50750</b>		<b>490.29</b>	

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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>
INTERSTATE BATTERIES	50751	7/23/2015	1903101004499	100-0801-521.30-18	19.30	9V Alk
			<b>Total for check: 50751</b>		<b>19.30</b>	
PATRICK JAMES	50752	7/23/2015	JAMES	743-0403-513.33-01	41.32	Mileage June 2015
			<b>Total for check: 50752</b>		<b>41.32</b>	
JANKE GENERAL CONTRACTORS	50753	7/23/2015	JANKE	489-0703-562.82-02 489-0000-201.04-00	85,514.45	Gilbert Riverfront Trail (1,754.45) Gilbert Riverfront Trail
			<b>Total for check: 50753</b>		<b>83,760.00</b>	
JIM'S GOLF CARS INC	50754	7/23/2015	58492	741-0000-193.00-00	15,311.14	2015 Club
		7/23/2015	58498	731-1022-541.38-03	56.14	Back-up Alarm
			<b>Total for check: 50754</b>		<b>15,367.28</b>	
JX ENTERPRISES INC	50755	7/23/2015	G-251480005	731-1022-541.38-03	182.49	Modulating Valve
			<b>Total for check: 50755</b>		<b>182.49</b>	
KAEMPFER & ASSOCIATES INC	50756	7/23/2015	17958	601-1020-543.21-02	425.15	Sewer User Monitoring Project E145-01.07
		7/23/2015	17959	601-1020-543.21-02	860.94	NMSC WWTP Sampling Project E145-01.10
		7/23/2015	17960	601-1020-543.21-02	151.22	Phase 4-1 SSES Project E145-11.01
			<b>Total for check: 50756</b>		<b>1,437.31</b>	
KEYSTONE	50757	7/23/2015	AW256478	731-1022-541.38-03	227.00	Rad
			<b>Total for check: 50757</b>		<b>227.00</b>	
KIEFER & ASSOCIATES LLC, ADOLPH	50758	7/23/2015	528059	100-0704-552.30-10	69.90	Jackets
		7/23/2015	533146	100-0704-552.30-10	139.80	Jackets
			<b>Total for check: 50758</b>		<b>209.70</b>	

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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>
KUSTOM SIGNALS INC	50759	7/23/2015	515661	100-0801-521.24-02	145.35	Kit
			<b>Total for check: 50759</b>		<b>145.35</b>	
LEVENHAGEN CORPORATION	50760	7/23/2015	056773A-IN	100-0000-131.00-00	17,542.54	Fuel
		7/23/2015	88062	207-0707-552.38-01	2,725.11	Fuel
		7/23/2015	88081	207-0707-552.38-01	792.96	Fuel
		7/23/2015	88106	207-0707-552.38-01	3,572.64	Fuel
		7/23/2015	88109	207-0707-552.38-01	3,009.07	Fuel
		7/23/2015	88422	207-0707-552.38-01	4,238.44	Fuel
		7/23/2015	88426	207-0707-552.38-01	2,035.86	Fuel
		7/23/2015	88457	207-0707-552.38-01	484.76	Fuel
			<b>Total for check: 50760</b>		<b>34,401.38</b>	
LIL MAD KAT STUDIO	50761	7/23/2015	1	100-0702-552.20-03	130.00	Art Instruction
			<b>Total for check: 50761</b>		<b>130.00</b>	
LINCOLN CONTRACTORS SUPPLY INC	50762	7/23/2015	J94551	100-1003-541.30-15	535.10	Blade
			<b>Total for check: 50762</b>		<b>535.10</b>	
M&M TOWING AND RECOVERY LLC	50763	7/23/2015	2252	100-0801-521.29-04	125.00	MPD 15-1830
			<b>Total for check: 50763</b>		<b>125.00</b>	
MCNEILUS TRUCK & MFG COMPANY	50764	7/23/2015	2919803	731-1022-541.38-03	424.98	Parts
			<b>Total for check: 50764</b>		<b>424.98</b>	
MENARDS-APPLETON EAST	50765	7/23/2015	76068	100-1009-541.30-18	2.74	Terrace Block Replace
		7/23/2015	76451	100-0703-553.30-18	31.92	Trash Can/Soap
			<b>Total for check: 50765</b>		<b>34.66</b>	
MENASHA NEENAH MUNICIPAL COURT	50766	7/23/2015	MNMC	100-0000-201.03-00	470.00	Bond

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MENASHA NEENAH MUNICIPAL COURT...	50766...	7/23/2015...	MNMC...	100-0000-201.03-00	174.00	Bond
				100-0000-201.03-00	363.00	Bond
				100-0000-201.03-00	174.00	Bond
				<b>Total for check: 50766</b>		<b>1,181.00</b>
POSTMASTER	50767	7/23/2015	MENASHAPOSTMAS	100-1006-541.30-11	49.00	
				266-1027-543.30-11	49.00	
				266-1028-543.30-11	49.00	
				<b>Total for check: 50767</b>		<b>147.00</b>
ELISHA D SMITH PUBLIC LIBRARY	50768	7/23/2015	LIBRARY	100-0601-551.30-13	12.18	Petty Cash
				100-0601-551.30-14	10.00	Petty Cash
				100-0601-551.30-16	42.30	Petty Cash
				<b>Total for check: 50768</b>		<b>64.48</b>
MENASHA TREASURER	50769	7/23/2015	REC	100-0702-552.30-18	110.40	Petty Cash
				<b>Total for check: 50769</b>		<b>110.40</b>
MENASHA UTILITIES	50770	7/23/2015	MENASHAUTILITY	501-0304-562.22-06	17.33	3031 Whisper Falls Storm Water
				100-0000-201.03-00	58.27	705 Carver Lane Delinquent Utilities
				<b>Total for check: 50770</b>		<b>75.60</b>
TOWN OF MENASHA UTILITY DISTRICT	50771	7/23/2015	1960	100-0703-553.22-05	9.60	1521 Brighton Beach Road Water
				<b>Total for check: 50771</b>		<b>9.60</b>
MBM	50772	7/23/2015	IN21074	743-0403-513.29-01	243.10	Monthly Print Care Management
				<b>Total for check: 50772</b>		<b>243.10</b>
MODERN DAIRY INC	50773	7/23/2015	228065	100-0704-552.30-17	755.11	Concessions
		7/23/2015	228103	100-0704-552.30-17	87.80	Ice

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MODERN DAIRY INC...	50773...	7/23/2015	228231	100-0704-552.30-17	179.16	Concessions
		7/23/2015	228262	100-0704-552.30-17	187.23	Concessions
		7/23/2015	228359	100-0704-552.30-17	252.39	Concessions
	<b>Total for check: 50773</b>				<b>1,461.69</b>	
NETWORK HEALTH SYSTEM INC	50774	7/23/2015	335275	100-0202-512.21-06	475.00	Drug Screens Pre Employ Exams
		<b>Total for check: 50774</b>				<b>475.00</b>
NORTHEAST ASPHALT INC	50775	7/23/2015	1356255	100-1004-541.30-18	323.40	12.5MM E-3
		7/23/2015	1358172	100-0703-553.30-18	52.53	Commercial Grade
				100-1004-541.30-18	104.55	Commercial Grade
	7/23/2015	NORTHEAST	470-1003-541.82-02	44,499.00	New Street Construction & Reconstruction	
			625-1003-541.82-02	134,233.84	New Street Construction & Reconstruction	
			625-1010-541.82-02	11,277.00	New Street Construction & Reconstruction	
			470-0000-201.04-00	(9,500.49)	New Street Construction & Reconstruction	
<b>Total for check: 50775</b>				<b>180,989.83</b>		
OCONTO COUNTY SHERIFFS DEPARTMENT	50776	7/23/2015	OCONTO	100-0000-201.03-00	210.30	Bond Report #15-2286
		<b>Total for check: 50776</b>				<b>210.30</b>
OUTAGAMIE COUNTY	50777	7/23/2015	105919	100-0805-521.25-01	1,155.00	Inmate Lodging
		<b>Total for check: 50777</b>				<b>1,155.00</b>
CASSANDRA PAYNE	50778	7/23/2015	PAYNE	100-0601-551.33-01	6.24	Reimbursement
				100-0601-551.30-16	19.92	Reimbursement
				<b>Total for check: 50778</b>		
QUALITY PRINTING COMPANY INC	50779	7/23/2015	A27695	100-0000-201.15-00	71.42	FFM Wellness Scrip
				<b>Total for check: 50779</b>		

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RIVER OF DREAMS INC	50780	7/23/2015	RIVEROFDREAMS	100-0000-201.15-00	4.91	Farm Market
			<b>Total for check: 50780</b>		<b>4.91</b>	
SERVICE MOTOR COMPANY	50781	7/23/2015	UD09855	741-0000-193.00-00	87,322.00	2015 Case 580SN
			<b>Total for check: 50781</b>		<b>87,322.00</b>	
SERVICEMASTER BUILDING MAINTENANCE	50782	7/23/2015	16627	100-0903-531.20-01	490.00	Janitorial Service
		7/23/2015	16628	100-1001-514.20-01	1,095.00	Janitorial Service
		7/23/2015	16629	731-1022-541.20-01	494.00	Janitorial Service
			<b>Total for check: 50782</b>		<b>2,079.00</b>	
SKID & PALLET	50783	7/23/2015	6887	100-0703-553.30-18	992.00	Mulch
			<b>Total for check: 50783</b>		<b>992.00</b>	
SPEEDY CLEAN DRAIN & SEWER INC	50784	7/23/2015	58910	731-1022-541.24-03	472.50	Water jet in Garage
			<b>Total for check: 50784</b>		<b>472.50</b>	
SPENCER, ANDREA	50785	7/23/2015	SPENCER	100-0000-441.24-00	24.00	Refund Class
			<b>Total for check: 50785</b>		<b>24.00</b>	
STAPLES ADVANTAGE	50786	7/23/2015	3268973458	100-0702-552.30-10	55.47	Supplies
				100-1001-514.30-10	13.66	Supplies
		7/23/2015	3269526104	100-0702-552.30-10	5.18	Supplies
				100-1002-541.30-10	33.66	Supplies
				625-1002-541.30-10	11.22	Supplies
		7/23/2015	3270100535	731-1022-541.30-10	109.87	Supplies
				100-0703-553.30-10	56.60	Supplies
			<b>Total for check: 50786</b>		<b>285.66</b>	

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STUMPF CREATIVE LANDSCAPES	50787	7/23/2015	STUMPF	100-0703-553.30-18	59.00	Hosta/Grass
			<b>Total for check: 50787</b>		<b>59.00</b>	
ANDY STUMPF LANDSCAPINGG	50788	7/23/2015	ANDYSTUMPF	100-0920-531.24-03	28.00	Mulch/Hardwood
				100-0601-551.24-03	700.00	Mulch/Hardwood
				100-0703-553.30-18	392.00	Mulch/Hardwood
				100-1001-514.24-03	56.00	Mulch/Hardwood
			<b>Total for check: 50788</b>		<b>1,176.00</b>	
SUNGARD PUBLIC SECTOR INC	50789	7/23/2015	103911	743-0403-513.24-04	2,806.00	Monthly Accounting System Maintenance
			<b>Total for check: 50789</b>		<b>2,806.00</b>	
SUPERIOR VISION INSURANCE PLAN	50790	7/23/2015	IA427998	100-0000-204.10-00	1,091.31	Vision Insurance
			<b>Total for check: 50790</b>		<b>1,091.31</b>	
SYN-TECH SYSTEMS	50791	7/23/2015	112493	731-1022-541.24-06	474.00	Tank Kit/Cable Assy
			<b>Total for check: 50791</b>		<b>474.00</b>	
THEDACARE	50792	7/23/2015	9201216224	100-0801-521.21-05	117.80	Venipuncture
			<b>Total for check: 50792</b>		<b>117.80</b>	
UNIFIRST CORPORATION	50793	7/23/2015	097 0190928	731-1022-541.20-01	116.61	Cleaning/Supply Service
			<b>Total for check: 50793</b>		<b>116.61</b>	
US VENTURE	50794	7/23/2015	L52574	731-1022-541.21-06	36.00	Samples
			<b>Total for check: 50794</b>		<b>36.00</b>	
VALLEY POPCORN CO INC	50795	7/23/2015	164225	100-0702-552.30-18	31.01	Concessions

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VALLEY POPCORN CO INC...	50795...	7/23/2015	164348	100-0704-552.30-17	154.50	Popcorn
			<b>Total for check: 50795</b>		<b>185.51</b>	
VERIZON WIRELESS	50796	7/23/2015	9748326758	100-0703-553.22-01	50.32	Phone
				100-0601-551.22-01	24.84	Phone
				100-0801-521.22-01	9.92	Phone
				100-1001-514.22-01	9.92	Phone
		7/23/2015	9748326759	100-1002-541.22-01	149.08	Phone
				625-1002-541.22-01	49.70	Phone
				601-1020-543.22-01	22.44	Phone
		7/23/2015	9748326760	100-0703-553.22-01	54.58	Phone
				731-1022-541.22-01	109.32	Phone
		7/23/2015	9748326761	100-0919-531.22-01	190.35	Phone
		7/23/2015	9748326762	743-0403-513.22-01	73.41	Cell Phone Charges
		7/23/2015	9748326763	100-0801-521.22-01	583.87	Phone
			<b>Total for check: 50796</b>		<b>1,327.75</b>	
VIEVU	50797	7/23/2015	13959	100-0801-521.30-18	200.00	Body Camera
			<b>Total for check: 50797</b>		<b>200.00</b>	
VICKY VOGHT	50798	7/23/2015	VOGHT	100-0000-441.23-00	25.71	Refund
				100-0000-201.08-00	1.79	Refund
			<b>Total for check: 50798</b>		<b>27.50</b>	
WALMART COMMUNITY/GECRB	50799	7/23/2015	P9273005K01DE86	100-0702-552.30-18	110.55	Supplies
			<b>Total for check: 50799</b>		<b>110.55</b>	
WE ENERGIES	50800	7/23/2015	WEENERGIES	100-0903-531.22-04	11.10	316 Racine Street
			<b>Total for check: 50800</b>		<b>11.10</b>	

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WIL-KIL PEST CONTROL	50801	7/23/2015	2691656	100-1019-552.20-07	27.00	Rat/Mouse/Spiders
		7/23/2015	2691932	100-1019-552.20-07	108.00	Exterior Insect
		7/23/2015	2730455	100-0703-553.24-03	100.00	Bug Spray
	<b>Total for check: 50801</b>				<b>235.00</b>	
WINNEBAGO COUNTY CLERK OF COURTS	50802	7/23/2015	WINNCTY	100-0000-201.03-00	150.00	Bond Report #MP15-2240
				100-0000-201.03-00	150.00	Bond Report #MP15-2240
				100-0000-201.03-00	285.00	Bond Report #15-2248
				100-0000-201.03-00	435.00	Bond Report #15-2250
<b>Total for check: 50802</b>				<b>1,020.00</b>		
WINNEBAGO COUNTY TREASURER	50803	7/23/2015	7405	100-0203-512.21-08	30.00	Recording Fees
				100-1003-541.21-08	73.00	Recording Fees
				100-0203-512.21-08	90.00	Recording Fees
<b>Total for check: 50803</b>				<b>193.00</b>		
WDATCP	50804	7/23/2015	W15-178	100-0902-524.21-05	227.00	Sealer Kits
<b>Total for check: 50804</b>				<b>227.00</b>		
WISCONSIN DEPT OF JUSTICE	50805	7/23/2015	004541	100-0801-521.21-06	609.00	Name Searches
		7/23/2015	G3228	100-0202-512.21-06	140.00	Background Checks
<b>Total for check: 50805</b>				<b>749.00</b>		
WISCONSIN PARK & RECREATION ASSN	50806	7/23/2015	WISCPARK&REC	100-0000-441.25-00	703.50	Great America Tickets
<b>Total for check: 50806</b>				<b>703.50</b>		
WISCONSIN SUPPORT COLLECTIONS	50807	7/23/2015	20150723	100-0000-202.03-00	632.88	PAYROLL SUMMARY
<b>Total for check: 50807</b>				<b>632.88</b>		

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YMCA OF THE FOX CITIES	50808	7/23/2015	CM3Q15	100-0920-531.21-06	22,166.00	3rd Qtr 2015 Sr Center Collaboration
			<b>Total for check: 50808</b>		<u>22,166.00</u>	
					<u>466,898.87</u>	

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AAA PORTABLES	50809	7/30/2015	D-26933	100-0703-553.20-09	115.00	Rental
		7/30/2015	D-26934	100-0703-553.20-09	86.25	Rental
	<b>Total for check: 50809</b>				<b>201.25</b>	
ACCURATE	50810	7/30/2015	1509774	731-1022-541.38-03	226.64	Lamp
		<b>Total for check: 50810</b>				<b>226.64</b>
ADVANTAGE POLICE SUPPLY INC	50811	7/30/2015	15-0702	100-0801-521.30-15	550.00	Carrier/Pad
		<b>Total for check: 50811</b>				<b>550.00</b>
ANIMAL HAVEN ZOO	50812	7/30/2015	ANIMALHAVENZOO	100-0702-552.20-05	350.00	Event
		<b>Total for check: 50812</b>				<b>350.00</b>
ARMSTRONG ENTERPRISES, FRANK	50813	7/30/2015	CMFS1830	100-0703-553.82-02	22,381.00	Repair Tennis Nets
		<b>Total for check: 50813</b>				<b>22,381.00</b>
BADGER LAB & ENGINEERING INC	50814	7/30/2015	INV000062055	601-1020-543.21-02	322.00	Report #1507192 Wastewater Samples
		<b>Total for check: 50814</b>				<b>322.00</b>
BATTERIES PLUS LLC	50815	7/30/2015	508-230111	731-1022-541.38-03	67.95	12V Lead
		<b>Total for check: 50815</b>				<b>67.95</b>
BAYCOM INC	50816	7/30/2015	31539	100-0801-521.24-02	1,953.00	7/1/15 - 12/31/15
		7/30/2015	96914	100-0801-521.29-04	689.00	K9 Equipment
	<b>Total for check: 50816</b>				<b>2,642.00</b>	

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BRUCE MUNICIPAL EQUIPMENT INC	50817	7/30/2015	5152202	731-1022-541.38-03	383.65	Debris Hose
			<b>Total for check: 50817</b>		<b>383.65</b>	
CARDMEMBER SERVICE	50821	7/30/2015	0010	100-0201-512.34-02	310.00	League WI Municipality
		7/30/2015	0015	100-0801-521.29-04	19.62	Keyper Systems
		7/30/2015	0018	100-0903-531.24-04	867.00	Audiometer
		7/30/2015	0020	100-0601-551.24-03	79.95	Lib Cooling
		7/30/2015	0034	100-1003-541.30-18	47.98	St Patch Material
		7/30/2015	0051	100-0702-552.20-05	30.00	Fox Valley Cab
		7/30/2015	0083	100-1001-514.20-01	40.65	Water - CH
		7/30/2015	0096	100-0702-552.30-18	292.94	Bases Loaded Sports
		7/30/2015	0141	100-0704-552.30-10	(26.20)	Credit
		7/30/2015	0256	100-0000-132.00-00	213.75	Clorox Wipes
		7/30/2015	0381	100-0601-551.30-14	88.00	Friends of Wisconsin
		7/30/2015	0482	824-0807-521.30-15	82.61	Elite K-o
		7/30/2015	0674	100-0801-521.30-18	4.08	Amazon
		7/30/2015	0722	100-0801-521.34-03	70.00	Best Western
		7/30/2015	0886	100-0601-551.24-03	37.50	Weather Antenna
		7/30/2015	0979	824-0810-521.30-18	26.46	Toppers Pizza
		7/30/2015	1084	824-0810-521.30-18	71.92	Toppers Pizza
		7/30/2015	1103	100-0601-551.30-14	(2.70)	Credit
		7/30/2015	1340	100-0601-551.30-14	28.31	iTunes
		7/30/2015	1837	100-0702-552.20-05	225.00	Wolf River Trips
		7/30/2015	1979	100-0903-531.30-18	3.14	Growth Chart Application
		7/30/2015	2013	100-0801-521.30-15	78.69	Galls
		7/30/2015	2069	743-0403-513.30-11	9.15	Postage - IT Package
		7/30/2015	2103	731-1022-541.38-03	227.00	Keystone
		7/30/2015	2199	100-0703-553.30-18	234.00	Dog Waste Depot
		7/30/2015	2356	100-0703-553.30-11	9.75	UPS
		7/30/2015	2538	743-0403-513.24-04	125.00	Domain Name License
		7/30/2015	2594	100-0801-521.29-04	480.50	Sirennet.com
		7/30/2015	3364	100-0704-552.30-10	39.95	American Lifeguard
		7/30/2015	3799	743-0403-513.30-15	(32.00)	Fax Modem Return

## AP Check Register

### Check Date: 7/30/2015

<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>
CARDMEMBER SERVICE...	50821...	7/30/2015	3933	100-0801-521.30-11	10.25	UPS
		7/30/2015	4063	100-0801-521.33-04	12.97	Kwik Trip
		7/30/2015	4445	743-0403-513.30-15	5.17	Printer Cable
		7/30/2015	4551	100-1001-514.24-03	13.08	CH Solenoid
		7/30/2015	4665	731-1022-541.38-03	39.86	#2001 Rocker Panel
		7/30/2015	4977	100-0801-521.29-04	5.17	Monoprice
		7/30/2015	4981	100-0702-552.20-05	351.00	Swank Motion Pictures
		7/30/2015	5062	100-1002-541.33-02	400.00	Jeff/Thad Training
		7/30/2015	5171	100-0801-521.30-13	149.92	PD Trash Comp Bags
		7/30/2015	5530	100-0601-551.30-14	36.95	Target
		7/30/2015	5688	731-1022-541.38-03	51.49	Bucket Truck Step
		7/30/2015	5922	100-0601-551.30-16	26.54	Shopko
		7/30/2015	6008	824-0807-521.30-15	102.47	Ray Allen Manufacturing
		7/30/2015	6299	100-0801-521.32-01	5.75	TLO Transunion
		7/30/2015	6864	100-0201-512.34-03	16.00	Lake Lawn Resort
		7/30/2015	6945	824-0807-521.30-15	47.49	Ray Allen Manufacturing
		7/30/2015	7113	100-0304-562.33-02	650.00	Wisconsin Econ Dev
		7/30/2015	7338	824-0807-521.30-15	43.82	Pet Supplies
		7/30/2015	7639	100-0601-551.30-14	15.73	iTunes
		7/30/2015	7789	731-1022-541.24-03	29.60	Weather Antenna Adapt
		7/30/2015	7830	100-0601-551.30-14	22.01	iTunes
		7/30/2015	7854	100-0904-531.30-15	1,445.00	Microscope
		7/30/2015	8226	100-0601-551.24-03	154.70	Lib Weather Strip
		7/30/2015	8815	100-0801-521.34-02	295.00	IACP
				100-0801-521.32-01	150.00	IACP
		7/30/2015	8939	100-0904-531.30-15	74.98	Lens for Microscope
		7/30/2015	9043	100-0801-521.30-15	2,217.31	Taser International
		7/30/2015	9436	100-1001-514.24-03	147.31	CH Mail Sorter
		7/30/2015	9618	731-1022-541.34-02	300.00	Class A CDL Test
		7/30/2015	9957	100-0703-553.24-02	495.00	Sunshine U Lok
			<b>Total for check: 50821</b>		<b>10,996.62</b>	

**AP Check Register**  
**Check Date: 7/30/2015**

<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>
CARRICO AQUATIC RESOURCES INC	50822	7/30/2015	20152023	100-0704-552.30-18	4,000.00	Summer Water Mgmt
			<b>Total for check: 50822</b>		<b>4,000.00</b>	
PAO CHANG	50823	7/30/2015	CHANG	100-0000-201.15-00	4.91	FFM
			<b>Total for check: 50823</b>		<b>4.91</b>	
CULLIGAN WATER CONDITIONING	50824	7/30/2015	542280	100-0704-552.30-10	33.00	Water
			<b>Total for check: 50824</b>		<b>33.00</b>	
SCOTT DAY	50825	7/30/2015	DAY	100-0801-521.21-05	465.00	Jan - June Counseling
			<b>Total for check: 50825</b>		<b>465.00</b>	
DUMKE & ASSOCIATES &	50826	7/30/2015	316 RACINE	100-0903-531.29-06	2,077.50	316 Racine Street
			<b>Total for check: 50826</b>		<b>2,077.50</b>	
FOX VALLEY TRUCK	50827	7/30/2015	549930	731-1022-541.29-04	1,299.47	Repair
			<b>Total for check: 50827</b>		<b>1,299.47</b>	
GRIESBACH READY-MIX LLC	50828	7/30/2015	3269	100-1011-541.30-18	2,688.00	WE Walk
			<b>Total for check: 50828</b>		<b>2,688.00</b>	
GUSTMAN CHEVROLET SALES INC	50829	7/30/2015	36592	731-1022-541.38-03	21.98	Handle
			<b>Total for check: 50829</b>		<b>21.98</b>	
JIM HEINZ	50830	7/30/2015	HEINZ	100-0000-201.15-00	99.46	FFM
			<b>Total for check: 50830</b>		<b>99.46</b>	

**AP Check Register**  
**Check Date: 7/30/2015**

Date: 7/30/2015

<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>
IMPERIAL SUPPLIES LLC	50831	7/30/2015	MK1232	731-1022-541.30-18	169.89	Gloves
			<b>Total for check: 50831</b>			<b>169.89</b>
MCMAHON	50832	7/30/2015	69779	470-0920-531.82-01	219.67	Contract 64-0141
			<b>Total for check: 50832</b>			<b>219.67</b>
MEMORIAL FLORISTS INC	50833	7/30/2015	02920446	100-0701-533.30-18	624.00	Flowers
			02920447	100-0703-553.30-18	4,961.77	Flowers
			<b>Total for check: 50833</b>			<b>5,585.77</b>
MENASHA NEENAH MUNICIPAL COURT	50834	7/30/2015	MNMC	100-0000-201.03-00	268.50	Bond
			<b>Total for check: 50834</b>			<b>268.50</b>
MENASHA UTILITIES	50835	7/30/2015	MENASHAUTILITY	100-1008-541.22-03	286.92	Electric
			100-0000-123.00-00	15.45	Electric	
			100-1012-541.22-03	89.50	Electric	
			100-0304-562.22-03	23.57	Electric	
			625-0304-562.22-03	8.24	Electric	
			100-1013-541.22-03	25.63	Electric	
			100-1013-541.22-06	277.51	Storm	
			207-0707-552.22-03	1,327.31	Electric	
			207-0707-552.22-05	79.84	Water	
			207-0707-552.22-06	48.76	Storm	
			100-0703-553.22-03	1,694.30	Electric	
			100-0703-553.22-05	791.80	Water	
			100-0703-553.22-06	343.77	Storm	
			100-1001-514.22-03	1,484.25	Electric	
			100-1001-514.22-05	429.60	Water	
743-0403-513.21-04	167.75	Internet Charge				
743-0403-513.21-04	2,310.40	Dark Fiber Charge				
100-0305-562.22-06	2.50	Storm				

## AP Check Register

### Check Date: 7/30/2015

<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>
MENASHA UTILITIES...	50835...	7/30/2015...	MENASHAUTILITY...	100-1014-543.22-06	53.13	Storm
				100-1019-552.22-03	165.35	Electric
				100-1019-552.22-05	82.42	Water
				601-1020-543.22-03	47.49	Electric
				<b>Total for check: 50835</b>		
MBM	50836	7/30/2015	IN21215	743-0403-513.29-01	64.27	Monthly Print Agreement
				<b>Total for check: 50836</b>		
MODERN DAIRY INC	50837	7/30/2015	228498	100-0704-552.30-17	366.59	Concessions
				<b>Total for check: 50837</b>		
MORTON SAFETY	50838	7/30/2015	156350-01	100-0901-515.30-18	20.00	Fit Testing Equipment
				<b>Total for check: 50838</b>		
CITY OF NEENAH	50839	7/30/2015	35191	100-0501-522.30-15	95.27	Natural Gas Detector
		7/30/2015	NMFIRESVCS	100-0501-522.25-01	261,779.00	Fire Rescue Services
		<b>Total for check: 50839</b>				<b>261,874.27</b>
DAVE POWELL	50840	7/30/2015	POWELL	100-1001-514.33-01	51.48	Jan - July 2015
				<b>Total for check: 50840</b>		
PRO-VISION VIDEO SYSTEMS	50841	7/30/2015	270572	731-1022-541.38-03	417.31	Night Vision Camera System
		7/30/2015	270618	731-1022-541.38-03	417.31	Night Vision Camera System
		<b>Total for check: 50841</b>				<b>834.62</b>
REDI-WELDING CO	50842	7/30/2015	14882	731-1022-541.38-03	201.80	Trailer/Tubing/Plate
				<b>Total for check: 50842</b>		

**AP Check Register**  
**Check Date: 7/30/2015**

Date: 7/30/2015

<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>
REINDERS INC	50843	7/30/2015	1592475-00	731-1022-541.38-03	35.15	Gas Cap
			<b>Total for check: 50843</b>		<b>35.15</b>	
RIVER OF DREAMS INC	50844	7/30/2015	RIVEROFDREAMS	100-0000-201.15-00	4.91	FFM
				100-0000-201.15-00	14.73	FFM
			<b>Total for check: 50844</b>		<b>19.64</b>	
ROAD EQUIPMENT	50845	7/30/2015	WA597243	731-1022-541.38-03	69.42	Jack
			<b>Total for check: 50845</b>		<b>69.42</b>	
DR TERESA RUDOLPH	50846	7/30/2015	RUDOLPH	100-0903-531.21-05	150.00	City Physician
			<b>Total for check: 50846</b>		<b>150.00</b>	
SAM'S CLUB/SYNCHRONY BANK	50847	7/30/2015	SAMSClub	100-0704-552.30-17	2,377.95	Concessions
				100-0704-552.30-10	197.05	Pool Supplies
			<b>Total for check: 50847</b>		<b>2,575.00</b>	
SERVICE MOTOR COMPANY	50848	7/30/2015	IV59015	731-1022-541.38-03	357.71	Filters
			<b>Total for check: 50848</b>		<b>357.71</b>	
TAPCO	50849	7/30/2015	I494431	100-1008-541.30-15	1,285.00	Monitors
			<b>Total for check: 50849</b>		<b>1,285.00</b>	
TREEO'S TREE SERVICE INC	50850	7/30/2015	6286	625-0706-561.20-06	1,665.00	7/7/15
			<b>Total for check: 50850</b>		<b>1,665.00</b>	

## AP Check Register

### Check Date: 7/30/2015

<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>
UNITEL INC	50851	7/30/2015	40050	743-0403-513.24-04	89.00	Phone System Maintenance
			<b>Total for check: 50851</b>		<b>89.00</b>	
USDA - APHIS	50852	7/30/2015	USDA	100-0703-553.24-05	2,875.00	Geese Removal
			<b>Total for check: 50852</b>		<b>2,875.00</b>	
VALLEY DIESEL INJECTION INC	50853	7/30/2015	452377	731-1022-541.38-03	42.84	Inlet Hood
			<b>Total for check: 50853</b>		<b>42.84</b>	
VERIZON WIRELESS	50854	7/30/2015	9748684777	100-0801-521.22-01	42.09	Phone
			<b>Total for check: 50854</b>		<b>42.09</b>	
WE ENERGIES	50855	7/30/2015	WEENERGIES	100-0000-123.00-00	47.50	NM Fire
				100-1001-514.22-04	64.47	City Hall
				100-0801-521.22-04	65.60	PD
				100-0920-531.22-04	10.41	Sen Ctr
				100-0601-551.22-04	55.39	Library
				100-0703-553.22-04	66.87	Parks
				100-0704-552.22-04	2,775.91	Pool
				207-0707-552.22-04	28.00	Marina
				731-1022-541.22-04	210.74	Garage
				100-1012-541.22-03	880.40	Street Lights
			<b>Total for check: 50855</b>		<b>4,205.29</b>	
JOE WEIDERT	50856	7/30/2015	MEN-277	100-0304-562.21-10	450.00	Promotional Video
			<b>Total for check: 50856</b>		<b>450.00</b>	
WEYERS EQUIPMENT INC	50857	7/30/2015	01-68780	731-1022-541.38-03	8.53	Carb Kit
			<b>Total for check: 50857</b>		<b>8.53</b>	

**AP Check Register**  
**Check Date: 7/30/2015**

<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>
WINNEBAGO COUNTY CLERK OF COURTS	50858	7/30/2015	WINNCTY	100-0000-201.03-00	100.00	Bond Report #MP15-2144
			<b>Total for check: 50858</b>		<b>100.00</b>	
WINNEBAGO COUNTY TREASURER	50859	7/30/2015	LF122346	100-1016-543.25-01	16,436.88	Direct Haul
				100-1017-543.25-01	3,114.29	Direct Haul
				266-1027-543.25-01	572.85	Direct Haul
			<b>Total for check: 50859</b>		<b>20,124.02</b>	
WISCONSIN DEPT OF NATURAL RESOURCES	50860	7/30/2015	471033640-2015	267-0102-581.32-01	1,860.00	Air Emission Fees
			<b>Total for check: 50860</b>		<b>1,860.00</b>	
WKZG-FM	50861	7/30/2015	IN-11507134822	100-0000-201.15-00	150.00	FFM
			<b>Total for check: 50861</b>		<b>150.00</b>	
					<b>364,326.47</b>	



To: Menasha Common Council  
From: Jenny Groeschel and Ginger Tralongo, Police Records  
RE: Beverage Operator License (Bartender) Applicants  
Date: July 30, 2015

The below individuals have applied for a bartender license to serve, dispense and/or sell alcohol at a licensed establishment within the City. They have all met the criteria under the "Guidelines for Operator Licenses" approved by the Common Council. Therefore, staff is recommending the following people be **APPROVED** for an Operator's License for the **2015-2017** licensing period:

Bonnie Gosz  
Christian Bunno  
Ashley Wood  
Shafiq Ur Rehman  
Shelly Rasmussen  
Jessica Hitchcock  
Scott Conant  
Mikayla Kohls

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

Thomas Neville (Application and Denial Letter attached) (Second letter Jenny sent out to Thomas, also, attached.)

Dana Akers

Cc: Chief Styka

CITY OF MENASHA  
ALCOHOL OPERATORS LICENSE APPLICATION

Establishment of Employment Midway Marathon  
TEMPORARY  PROVISIONAL  REGULAR  RENEWAL

Name Akers Dana Lee  
Last First Middle

Address \_\_\_\_\_  
Street City State/Zip Code 22

Phone \_\_\_\_\_

Height 7 Weight \_\_\_\_\_ Eyes \_\_\_\_\_ Hair \_\_\_\_\_ Sex \_\_\_\_\_ Race W

Birth Date 1-27-79 Age \_\_\_\_\_ Birthplace \_\_\_\_\_

Scars, Marks, Tattoos ladybug on neck, dragonfly on right wrist, flowers left arm  
Drivers License No. AZ62-1728-8967-04 State of Issue \_\_\_\_\_  
Expiration Date 12-27-19

NOTE: A license may be denied if applicant fails to provide accurate information or if the information is incomplete! Please read this section carefully.

Please explain all yes answers completely on the back of this form!  
Do you currently have any criminal charges pending against you? NO  
Have you ever been convicted of a felony? NO  
Have you ever been convicted of a misdemeanor? Yes  
Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug? Yes  
Have you ever been convicted of any law, statute, or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)? Yes  
Have you ever been convicted of any law, statute, or ordinance pertaining to the possession, use, or sale of illegal drugs? NO  
Have you ever been convicted of a criminal traffic offense? Yes

I UNDERSTAND THAT THE APPLICATION FEE WILL NOT BE RETURNED IF LICENSE IS DENIED.

SIGNATURE [Signature] Date 7-20-15

Approved [Signature] Denied [Signature] Expiration Date \_\_\_\_\_  
Chief of Police [Signature] Date 7/21/15  
Comments: \_\_\_\_\_

REVOKED FOR VIOLATION: \_\_\_\_\_



July 22, 2015

Dana Lee Akers  
32 Five Oaks Dr.  
Menasha, WI 54952

Re: City of Menasha Alcohol Operators License Application

Dear Ms. Akers,

Upon conducting a background investigation in relationship to your alcohol operator's license application the following information was determined:

On October 19, 2010 you were convicted of Operating While Suspended in the Village of Kimberly Municipal Court.

On June 8, 2011 you were convicted of Operating While Intoxicated in Outagamie County.

On November 8, 2011 you were convicted of Operating After Revocation in Outagamie County.

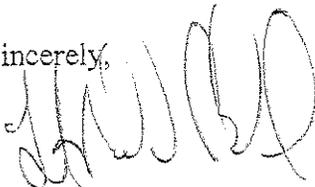
On March 29, 2012 you were convicted of Disorderly Conduct through the Town of Menasha Police Department Municipal Court.

Based on this background investigation, I will be recommending the Menasha Common Council deny your request for an Operator's License in the City of Menasha because under guideline #3 you are considered a Habitual Law Offender.

Engaging in bartending involves the purchase and sale of a closely regulated substance/alcohol, individuals granted an Operator's License must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunken driving laws and assist with minimizing disturbances of the peace and maintaining the safety of the community. The incidents you have been convicted of substantially relate to the license for which you have applied and arose out of separate incidents which occurred within a short period of time in the last five years.

The Police Department will recommend to the Common Council that they deny your application for an Alcohol Operator's License within the City of Menasha. The recommendation will be given to the Common Council at its next meeting on August 3, 2015 at 6:00 p.m., or shortly thereafter. Should you wish to provide comment to the Common Council on your application, you may do so during the public participation portion of the meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Bouchard', written in a cursive style.

Lt. Ron Bouchard  
Investigative Services  
Menasha Police Department

CITY OF MENASHA  
ALCOHOL OPERATORS LICENSE APPLICATION

Establishment of Employment Old Grog  
TEMPORARY  PROVISIONAL  REGULAR  RENEWAL

Name Neville Thomas W.  
Last First Middle

Address \_\_\_\_\_  
Street City State/Zip Code 2

Phone \_\_\_\_\_

Height 5' Weight \_\_\_\_\_ Eye B Hair B Sex M Race \_\_\_\_\_

Birth Date \_\_\_\_\_ Age 41 Birthplace WI

Scars, Marks, Tattoos half sleeve Both Arms

Drivers License No. W140-8398-7420-00 State of Issue WI  
Expiration Date 11/20/17

NOTE: A license may be denied if applicant fails to provide accurate information or if the information is incomplete! Please read this section carefully.

Please explain all yes answers completely on the back of this form!  
Do you currently have any criminal charges pending against you? Yes  
Have you ever been convicted of a felony? No  
Have you ever been convicted of a misdemeanor? Yes  
Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug? Yes  
Have you ever been convicted of any law, statute, or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)? No  
Have you ever been convicted of any law, statute, or ordinance pertaining to the possession, use, or sale of illegal drugs? No  
Have you ever been convicted of a criminal traffic offense? Yes

I UNDERSTAND THAT THE APPLICATION FEE WILL NOT BE RETURNED IF LICENSE IS DENIED.

SIGNATURE [Signature] Date 7/2/15

\*\*\*\*\*  
Approved  Denied  Expiration Date \_\_\_\_\_  
Chief of Police [Signature] Date 7/7/15  
Comments: Denied - Habitual Offender

REVOKED FOR VIOLATION: \_\_\_\_\_



July 7, 2015

Thomas W. Neville  
516 First Street  
Menasha, WI 54952

Re: City of Menasha Alcohol Operators License Application

Dear Mr. Neville,

Upon conducting a background investigation in relationship to your alcohol operator's license application the following information was determined:

On March 20, 2012 you were convicted of Operating While Suspended in Winnebago County.

On June 13, 2012 you were convicted of Operating While Suspended in Winnebago County.

On January 30, 2012 you were convicted of Operating While Intoxicated through the Neenah/Menasha Municipal Court.

On October 22, 2013 you were convicted of Operating After Revocation in Winnebago County.

On October 8, 2013 you were convicted of Operating After Revocation in Outagamie County.

On July 28, 2014 you were convicted of Possession of Drug Paraphernalia in Outagamie County.

On May 4, 2015 you were convicted of Operating After Revocation in Winnebago County.

Based on this background investigation, I will be recommending the Menasha Common Council deny your request for an Operator's License in the City of Menasha because under guideline #3 you are considered a Habitual Law Offender.

Engaging in bartending involves the purchase and sale of a closely regulated substance/alcohol, individuals granted an Operator's License must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunken driving laws and assist with minimizing disturbances of the peace and maintaining the safety of the community. The incidents you have been convicted of substantially relate to the license for which you have applied and arose out of separate incidents which occurred within a short period of time in the last five years.

The Police Department will recommend to the Common Council that they deny your application for an Alcohol Operator's License within the City of Menasha. The recommendation will be given to the Common Council at its next meeting on July 20, 2015 at 6:00 p.m., or shortly thereafter. Should you wish to provide comment to the Common Council on your application, you may do so during the public participation portion of the meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron Bouchard', written in a cursive style.

Lt. Ron Bouchard  
Investigative Services  
Menasha Police Department

MILWAUKEE  
WI 532  
09 JUL 15  
PM 5 L



3143

*rec'd back  
in mail  
7-21-15 @ 9:10am*

Thomas W. Neville  
516 First Street  
Menasha, WI 54952

NTXTE 558 07 1000 0707/07/13

NOT DELIVERABLE AS ADDRESSED  
RETURN TO SENDER  
UNABLE TO FORWARD

1925-01770-00-00

000000000000



July 21, 2015

Thomas W. Neville  
516 First St #C  
Menasha, WI 54952

Re: City of Menasha Alcohol Operators License Application

Dear Mr. Neville

This letter is to inform you that we did send the attached letter to the address you provided on your alcohol operator's license application. But that letter was returned to our department on July 21, 2015 by the post office saying it was not deliverable to addressed. In looking in our computer system, it was found that you have an apartment number of C and it seems that since that was not on the actual envelope the post office did not deliver it.

We are giving you another opportunity to be seen at the next council meeting, since the council meeting that you had been previously scheduled for was yesterday July 20, 2015.

The next council meeting is on August 3, 2015 at 6:00 pm, or shortly thereafter. Should you wish to provide comment to the Common Council on your application, you may do so during the public participation portion of the meeting.

Sincerely,

Jennifer Groeschel  
Records Division  
City of Menasha Police Department

July 23, 2015

Don Merkes, Mayor  
City of Menasha  
140 Main St  
Menasha, WI 54952

Dear Mayor Merkes:

Thank you for the opportunity to review your proposed project. Based upon the information provided to my staff, it is my understanding that the City of Menasha is proposing to invest approximately \$16,950,000 to assist Menasha Downtown Development, LLC in the construction of their new office building and parking structure as well as provide infrastructure improvements and downtown enhancements. With this assistance Faith Technologies has committed to remain in the City of Menasha and retain current jobs.

This letter of intent is not a binding contract and it does not detail the specific, final terms of an agreement between WEDC and the City of Menasha. This letter of intent is a contingent proposal and a commitment to work with your business toward execution of a final assistance agreement based on the framework outlined here.

As this is a collaborative project between WEDC and the City of Menasha, public announcements about the Project must be coordinated before being released. Contacts regarding such announcements should be directed to Mark Maley, WEDC's communications manager, at 608-210-6767.

To assist with this project, the Wisconsin Economic Development Corporation (WEDC) proposes to provide the following:

**I. WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) GRANT**

**RECIPIENT:** City of Menasha

**GRANT AMOUNT:** Up to Five Hundred Thousand and 00/100 Dollars (\$500,000). The actual amount of the WEDC Grant, which is subject to the receipt of a detailed description of the Recipient's project, would be limited to no more than twenty-five (25) percent of the eligible project costs.

**USE:** Eligible Projects Costs for construction of a new office building.

**DELIVERABLES:**

- a) Construction of a new 115,000 sqft office building.



201 W. Washington Avenue  
Madison, WI 53703

P.O. Box 1689  
Madison, WI 53703

608.784.6767  
608.784.6762  
www.wedc.wisconsin.gov

- b) Construction of a new 300 stall parking structure.
- c) \$1,500,000 Required Match.

II. **OTHER CONDITIONS:**

The contingent offer outlined in this letter is subject to several conditions, including:

- (1.) Execution of a final grant contract.
- (2.) The City of Menasha must execute and deliver all other documents and information required by WEDC.
- (3.) The City of Menasha must demonstrate that all necessary financing for the Project is available.
- (4.) There must not be any material change in the Project.
- (5.) WEDC may impose other thresholds and requirements regarding the City of Menasha's eligibility for the grant in addition to the deliverables stated in this letter of intent.
- (6.) The final grant contract contemplated by this letter of intent must be executed by October 23, 2015, unless WEDC and the City of Menasha agree to extend this deadline. Unless otherwise agreed to, should WEDC and the City of Menasha fail to execute a contract by October 23, 2015, the offer outlined in this proposal will automatically expire with no further notice required to the City of Menasha.
- (7.) **Contingency:** The award is contingent upon the city of Menasha submitting the outstanding Schedule of expenditures for award 22420 prior to the contract being sent out by WEDC.
- (8.) **Contingency:** The award is contingent upon the city of Menasha submitting a commitment letter from the financial institution for the loan prior to the first disbursement from WEDC CDI grant.

III. **EXPIRATION:** This letter of intent will expire automatically unless it is accepted by returning a signed copy to WEDC by August 23, 2015.

In closing, WEDC is firmly committed to doing everything possible to expedite the processing and awarding of this incentive package. Should you have any questions about WEDC's proposal, please contact Community Account Manager Naletta Burr at 608-210-6830.

Sincerely,



Reed E. Hall  
SECRETARY & CHIEF EXECUTIVE OFFICER



**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MENASHA AND WOODLAND DEVELOPMENTS, LLC**

**THIS AGREEMENT** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the City of Menasha (City) and Woodland Developments, LLC (Woodland).

**WHEREAS**, the City has determined that the development of residential property adjacent to STH 114 shown in the attached Exhibit A (Development Property) is desirable for the City of Menasha; and,

**WHEREAS**, Woodland has agreed to develop this property within the City of Menasha;

**NOW THEREFORE**, the parties mutually agree as follows:

1. On or before September 1, 2016, Woodland shall cause the installation of all infrastructure. City has the authority to inspect such infrastructure during construction.
2. The City will pay to Woodland the actual cost of the infrastructure within 15 days of the receipt of any billing for such infrastructure. The cost of infrastructure will not exceed that the price which the City would have paid had it installed the infrastructure. Woodland shall advise the City as to the firm cost within 90 days after installation of the infrastructure. This total amount shall not exceed \$100,000.
3. The City shall, pursuant to its deferred assessment policy under sec. 3-2-16 levy an area special assessment for the costs of the infrastructure identified in #1 and #2 against the benefited properties consisting of the remaining unsold lots in the Development Property owned by Woodland.
4. The City shall determine what portion of the area assessment is assigned to each lot as a special assessment, which shall be due and payable at the time of the sale of that lot.
5. For purposes of this agreement, the term "infrastructure" shall include the following:
  - a. Cost to relocate sanitary sewer laterals, water laterals and storm sewer laterals located within the street right of way and only if necessitated as a result of the plat approval
  - b. Final street paving
  - c. All engineering costs to design and plat the subdivision, bid and let all construction work, oversee construction to City specifications, land surveying, etc.
  - d. Installation of electric service to the lots by Menasha Utilities
6. Parkland dedication fees in the amount of \$550 for each lot shall be collected from the applicant upon issuance of a building permit.
7. Within 30 days of recording the subdivision plat for the Development Property, Woodland shall transfer lands shown on Exhibit B, proposed to be used for green space/trail purposes, to City, by warranty deed free and clear of all liens and encumbrances, covenants and restrictions, at a cost of \$110,000.
8. Woodland shall notify in writing each lot purchaser of the proposed trail location and the purchaser shall acknowledge receipt of said notice, a copy of which shall be transmitted to the Community Development Department. The written notice shall be in a form acceptable to the City. Failure to provide copies of all such notices to the Community Development Department shall constitute a serious and material breach of this Agreement by Woodland.

9. City shall relocate at its expense the street and curb and gutter on the western leg of the proposed development to accommodate the proposed trail except that design relocation shall be included as part of the plat to be the responsibility of Woodland.
10. On or before September 1, 2019, Woodland shall cause construction of residential homes on at least 9 of the 11 lots created by the subdivision plat to be completed. Construction is considered complete when an occupancy permit has been issued.
11. Woodland's obligations described in this Agreement require the granting of a variance for right of way width and cul de sac length and radius. Woodland's obligations are conditioned upon the obtaining of such approvals from applicable governmental bodies in the manner required by law.
12. The various specific undertakings of the City described in this Agreement require approvals from the City's Common Council and/or Planning Commission as well as from governmental bodies external to the City, some of which approvals may require public hearings and other legal proceedings. The City's obligations are conditioned upon the obtaining of all such approvals in the manner required by law. The City cannot assure that all such approvals will be obtained, but will use good faith efforts to obtain such approvals on a timely basis.
13. The rights, duties and obligations of the parties hereunder shall not be assigned without the prior written consent of both parties to the assignment.
14. This agreement shall be binding upon all successors, heirs, and assigns of the parties and shall run with the land.
15. The State of Wisconsin and Calumet County are designated as jurisdiction and venue in the event of any legal dispute concerning this agreement.
16. This agreement shall terminate if a subdivision plat of the subject property has not been recorded in the office of the Calumet County Register of Deeds by June 1, 2016. Said plat must include:
  - a. Dedication of the street right of way adjacent to the lots in the subdivision and the area to be occupied by the proposed trail including any terrace area associated therewith on the western leg of the development; and
  - b. Establishment of an ingress, egress and maintenance easement on the driveway section between USH 10/STH 114 and the dedicated street right of way; and
  - c. All other improvements as required by the City of Menasha subdivision regulations.
17. The parties agree that this constitutes the complete agreement of the parties. Any amendments shall not become effective until agreed to in writing and signed by all parties.

**CITY OF MENASHA**

**WOODLAND DEVELOPMENTS, LLC**

---

Donald Merkes, Mayor

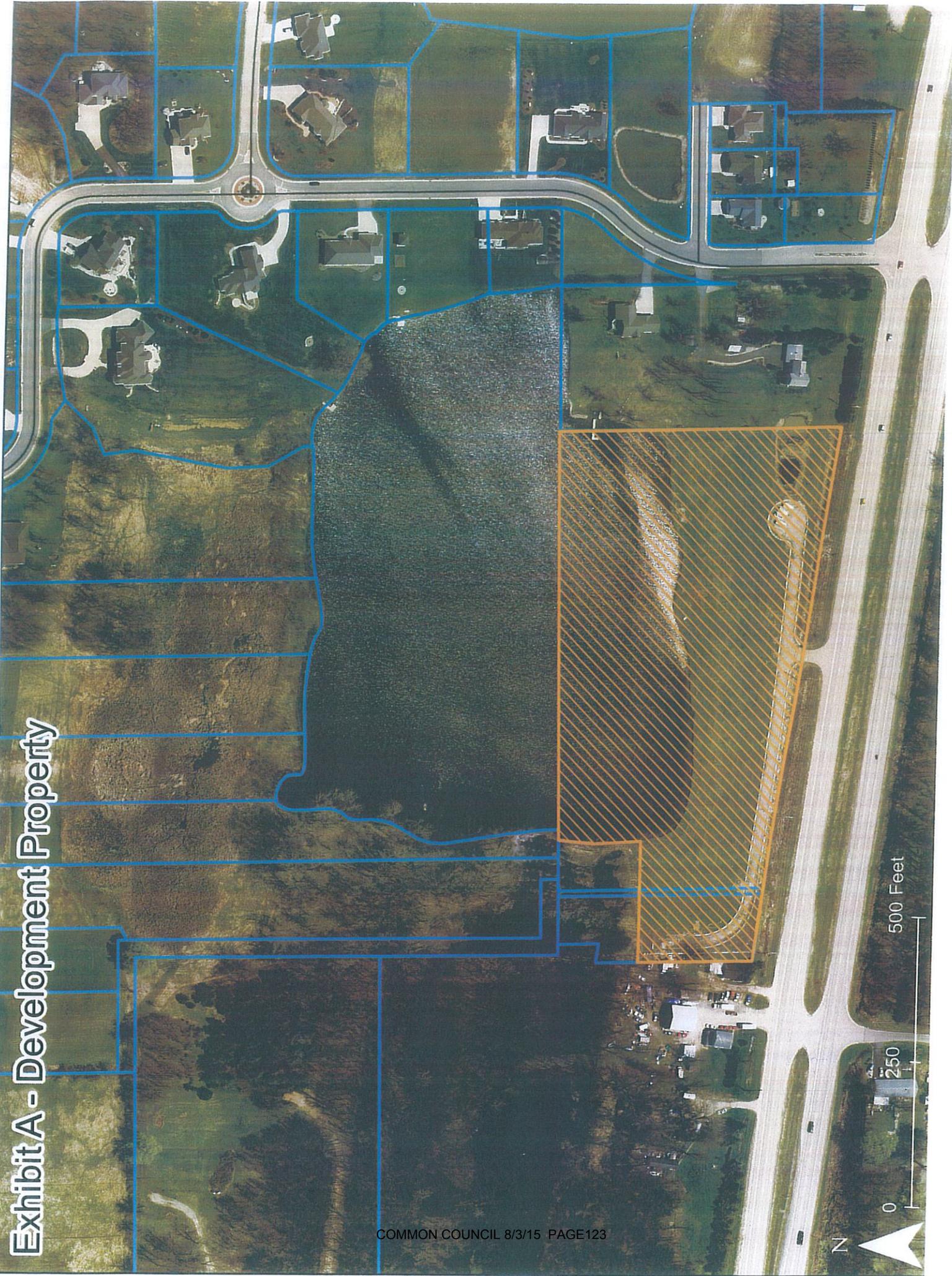
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Michael H. Hagens, Member

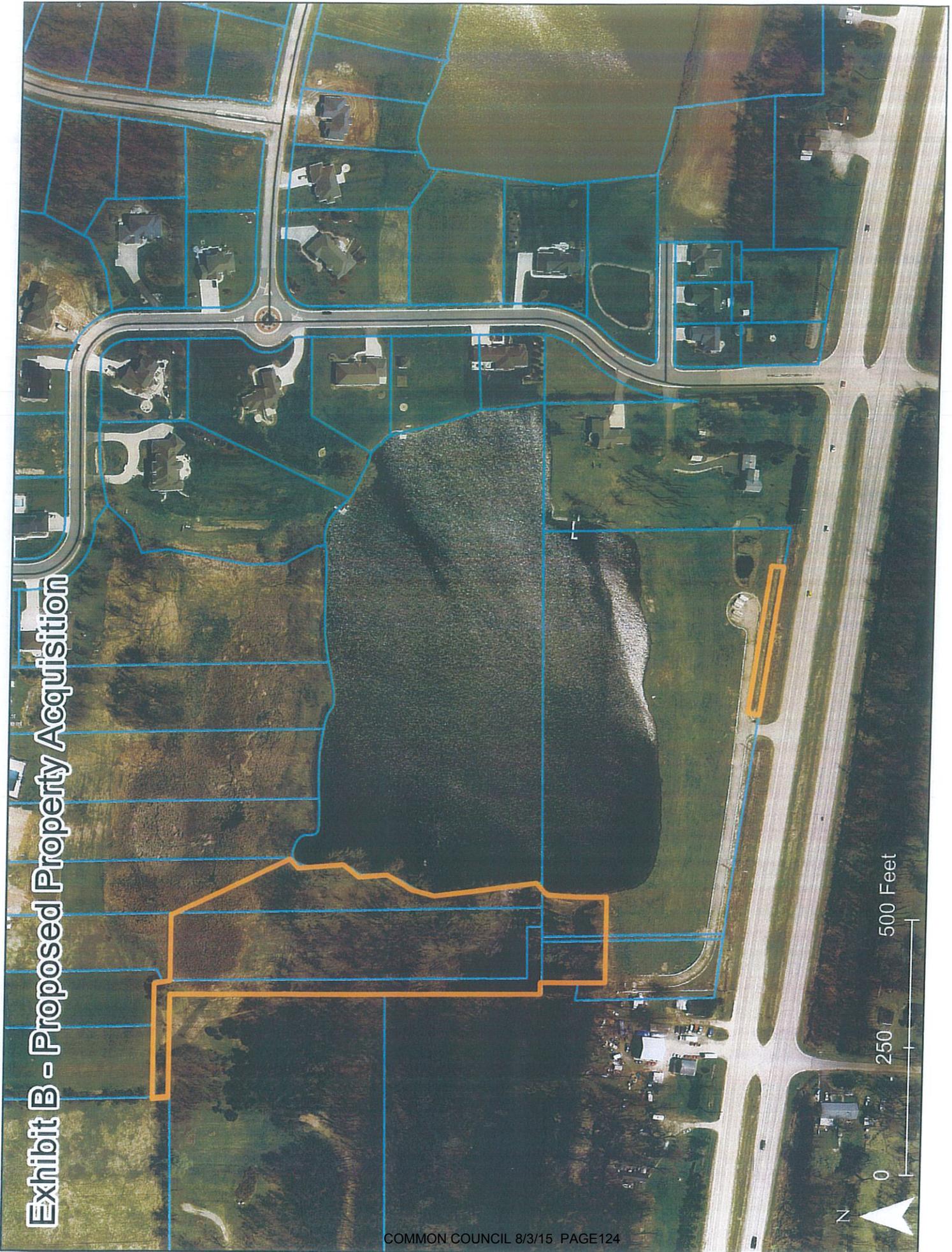
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Deborah A. Galeazzi, City Clerk

Exhibit A - Development Property



# Exhibit B - Proposed Property Acquisition



**WB-42 AMENDMENT TO LISTING CONTRACT**

1 It is agreed that the Listing Contract dated April 19, 2013, between the undersigned,  
2 for sale of the property known as (Street Address/Description) 901 Airport Rd.  
3 in the City of Menasha, County of  
4 Winnebago, Wisconsin is amended as follows:

5  The list price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

6  The expiration date of the contract is changed from midnight September 25, 2015 to  
7 midnight September 26, 2016.

8  The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list  
9 price: \_\_\_\_\_  
10 \_\_\_\_\_

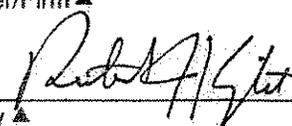
11  Other: \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_

23 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

24 **CAUTION: Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual**  
25 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a**  
26 **listing contract, without the written consent of the Agent(s)' supervising broker.**

27 Newmark Grubb Pfefferle

28 Broker/Firm ▲

29  
30 (x)  7-21-15  
31 By ▲ Richard J. Knight, EVP Secy. Date ▲  
32 Print name ▶ Richard J. Knight, EVP Secy.

(x) \_\_\_\_\_

Seller's Signature ▲ Date ▲

Print name ▶ City of Menasha

(x) \_\_\_\_\_

Seller's Signature ▲ Date ▲

Print name ▶ Greg Keil, Director



**WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**

1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

2 ■ **PROPERTY DESCRIPTION:** Street address is: 901 Airport Road  
3 in Section \_\_\_\_\_ in the City of Menasha, County of Winnebago,  
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.

5 ■ **LIST PRICE:** One Hundred Twelve Thousand Dollars (\$ 112,000.00).

6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,  
7 and the following items: None

8  
9 ■ **NOT INCLUDED IN LIST PRICE:** CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will  
10 continue to be owned by the lessor. (See lines 212-217): None

11  
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is  
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,  
14 agreements or conservation easements, (county, state or federal): N/A

15  
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE**  
17 ONE has been assessed as agricultural property under use value law.

18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:  
19 None

20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is  
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:  
22 N/A

23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.  
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.  
25 Broker's marketing may include: Signs, LoopNet, websites, direct or e-mailings, broker networking

26  
27 Broker may advertise the following special financing and incentives offered by Seller: N/A  
28  
29 Seller has a duty to cooperate with Broker's marketing  
30 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential  
31 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.

32 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
33 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for  
34 personal property belonging to current tenants, sold to buyer or left with buyer's consent.

35 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work  
36 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents  
37 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation  
38 includes providing access to the Property for showing purposes and presenting offers and other proposals from these  
39 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be  
40 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: N/A

41 CAUTION: Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.

42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing  
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.  
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.  
45 The following other buyers are excluded from this Listing until \_\_\_\_\_ **INSERT DATE** :

46  
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,  
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.

49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 4% to other  
50 brokers. (Exceptions if any): \_\_\_\_\_

51 ■ **COMMISSION:** Broker's commission shall be See Line 254

52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:  
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;  
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;  
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;  
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A buyer is procured for the Property by Broker, by Seller, or by any other person, at no less than the price and on  
 58 substantially the same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT  
 59 LAND OFFER TO PURCHASE, even if Seller does not accept this buyer's offer. (See lines 222-225 regarding  
 60 procurement.)

61 A percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1)  
 62 or 2) above, or calculated based on the list price under 3), 4) or 5). A percentage commission shall be calculated on the  
 63 fair market value of the Property exchanged under 3) if the exchange involves less than the entire Property or on the fair  
 64 market value of the Property to which an effective change in ownership or control takes place, under 4) if the transaction  
 65 involves less than the entire Property. Once earned, Broker's commission is due and payable in full at the earlier of closing  
 66 or the date set for closing, unless otherwise agreed in writing. Broker's commission shall be earned if, during the term of  
 67 the Listing, one owner of the Property sells, conveys, exchanges or options an interest in all or any part of the Property to  
 68 another owner, except by divorce judgment.

69 NOTE: A sale, option, exchange or procurement of a buyer for a portion of the Property does not terminate the Listing as to  
 70 any remaining Property.

71 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any Protected Buyer. Upon  
 72 receipt of a written request from Seller or a broker who has listed the Property, Broker agrees to promptly deliver to  
 73 Seller a written list of those buyers known by Broker to whom the extension period applies. Should this Listing be  
 74 terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for Protected  
 75 Buyers, on the same terms, for one year after the Listing is terminated.

76 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker has the legal right to unilaterally terminate this Listing absent a  
 77 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Broker  
 78 (firm). Agents (salespersons) for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the  
 79 Listing, amend the commission amount or shorten the term of this Listing, without the written consent of the agent(s)'  
 80 supervising broker. Seller and Broker agree that any termination of this Listing by either party before the date stated on  
 81 line 269 shall be indicated to the other party in writing and shall not be effective until delivered to the other Party in  
 82 accordance with lines 206-211. CAUTION: Early termination of this Listing may be a breach of contract, causing the  
 83 terminating party to potentially be liable for damages.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's  
 85 marketing efforts and to provide Broker with all records, documents and other material in Seller's possession or control  
 86 which are required in connection with the sale. Seller authorizes Broker to do those acts reasonably necessary to  
 87 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,  
 88 Internet advertising or a lockbox system on Property. Seller shall promptly notify Broker in writing of any potential buyers  
 89 with whom Seller negotiates during the term of this Listing and shall promptly refer all persons making inquiries  
 90 concerning the Property to Broker.

91 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign  
 92 Seller's rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations)  
 93 thereunder to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by  
 94 tenant(s). CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the  
 95 lease(s) unless released by tenants.

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

97 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 98 (a) The duty to provide brokerage services to you fairly and honestly.
- 99 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 100 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request  
 101 it, unless disclosure of the information is prohibited by law.
- 102 (d) The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the  
 103 information is prohibited by law. (See Lines 218-221)
- 104 (e) The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential  
 105 information or the confidential information of other parties. (See Lines 157-173)
- 106 (f) The duty to safeguard trust funds and other property the broker holds.
- 107 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the  
 108 advantages and disadvantages of the proposals.

109 ■ **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE  
 110 BROKER'S CLIENT. A BROKER OWES ADDITIONAL DUTIES TO A CLIENT:**

- 111 (a) The broker will provide, at your request, information and advice on real estate matters that affect your transaction,  
 112 unless you release the broker from this duty.
- 113 (b) The broker must provide you with all material facts affecting the transaction, not just adverse facts.
- 114 (c) The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are  
 115 within the scope of the agency agreement.
- 116 (d) The broker will negotiate for you, unless you release the broker from this duty.
- 117 (e) The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by

118 law, give information or advice to other parties who are not the broker's clients, if giving the information or advice is  
119 contrary to your interests.

120 (f) If you become involved in a transaction in which another party is also the broker's client (a "multiple representation  
121 relationship"), different duties may apply.

122 ■ **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY:**

123 ■ A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a  
124 party in the same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction  
125 consent, the broker may provide services to the clients through designated agency.

126 ■ Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the  
127 other client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide  
128 information, opinions, and advice to the client for whom the salesperson is negotiating, to assist the client in the  
129 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the  
130 information, opinions, or advice gives the client advantages in the negotiations over the broker's other clients. A  
131 salesperson will not reveal any of your confidential information to another party unless required to do so by law.

132 ■ If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship.  
133 If you authorize a multiple representation relationship the broker may provide brokerage services to more than one  
134 client in a transaction but neither the broker nor any of the broker's salespersons may assist any client with  
135 information, opinions, and advice which may favor the interests of one client over any other client. If you do not  
136 consent to a multiple representation relationship the broker will not be allowed to provide brokerage services to more  
137 than one client in the transaction.

138 **INITIAL ONLY ONE OF THE THREE LINES BELOW:**

139 \_\_\_\_\_ I consent to designated agency.

140 \_\_\_\_\_ I consent to multiple representation relationships, but I do not consent to designated agency.

141 \_\_\_\_\_ I reject multiple representation relationships.

142 NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION  
143 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO  
144 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE  
145 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY  
146 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY  
147 AGREEMENT.

148 ■ **SUBAGENCY:** The broker may, with your authorization in the agency agreement, engage other brokers who assist  
149 your broker by providing brokerage services for your benefit. A subagent will not put the subagent's own interests  
150 ahead of your interests. A subagent will not, unless required by law, provide advice or opinions to other parties if doing  
151 so is contrary to your interests.

152 **PLEASE REVIEW THIS INFORMATION CAREFULLY. A broker or salesperson can answer your questions about  
153 brokerage services, but if you need legal advice, tax advice, or a professional home inspection, contact an  
154 attorney, tax advisor, or home inspector. This disclosure is required by section 452.135 of the Wisconsin statutes  
155 and is for information only. It is a plain language summary of a broker's duties to you under section 452.133 (2) of  
156 the Wisconsin statutes.**

157 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** Broker will keep confidential any information given to Broker in  
158 confidence, or any information obtained by Broker that he or she knows a reasonable person would want to be kept  
159 confidential, unless the information must be disclosed by law or you authorize Broker to disclose particular information.  
160 Broker shall continue to keep the information confidential after Broker is no longer providing brokerage services to you.  
161 The following information is required to be disclosed by law:

- 162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).
- 163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property  
164 or real estate that is the subject of the transaction.

165 To ensure that the Broker is aware of what specific information you consider confidential, you may list that information  
166 below (see lines 168-170). At a later time, you may also provide the Broker with other information you consider to be  
167 confidential.

168 **CONFIDENTIAL INFORMATION:** None

169 \_\_\_\_\_

170 \_\_\_\_\_

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): None

172 \_\_\_\_\_

173 \_\_\_\_\_

174 ■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to  
175 make inquiries of the Seller on the condition of the Property and to request that Seller provide a written response to  
176 Broker's inquiry. Seller agrees to complete a seller's disclosure report to the best of Seller's knowledge. Seller agrees  
177 to amend the report should Seller learn of any defect(s) after completion of the report but before acceptance of a buyer's  
178 offer to purchase. Seller authorizes Broker to distribute the report to all interested parties and their agents inquiring  
179 about the Property and acknowledges that Broker has a duty to disclose all material adverse facts as required by law.

180 ■ **SELLER REPRESENTATIONS REGARDING DEFECTS:** Seller represents to Broker that as of the date of this  
 181 Listing, if a seller's disclosure report or other form of written response to Broker's inquiry regarding the condition of the  
 182 Property has been made by the Seller, the Seller has no notice or knowledge of any defects affecting the Property other  
 183 than those noted on Seller's disclosure report or written response.

184 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**  
 185 **DAMAGES AND COSTS.**

186 ■ **OPEN HOUSE AND SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage  
 187 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for  
 188 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to  
 189 hold Broker harmless for any losses or liability resulting from personal injury, property damage, or theft occurring  
 190 during "individual showings" or "open houses" other than those caused by Broker's negligence or intentional  
 191 wrongdoing. Seller acknowledges that individual showings and open houses may be conducted by licensees other  
 192 than Broker, that appraisers and inspectors may conduct appraisals and inspections without being accompanied by  
 193 Broker or other licensees, and that buyers or licensees may be present at all inspections and testing and may  
 194 photograph or videotape Property unless otherwise provided for in additional provisions at lines 254-261 or in an  
 195 addendum per lines 262-264.

196 ■ **DEFINITIONS:**

197 **ADVERSE FACT:** An "adverse fact" means any of the following:

198 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 199 1) Significantly and adversely affecting the value of the Property;
- 200 2) significantly reducing the structural integrity of improvements to real estate; or
- 201 3) presenting a significant health risk to occupants of the Property.

202 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her  
 203 obligations under a contract or agreement made concerning the transaction.

204 **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 205 event occurred and by counting subsequent calendar days.

206 **DELIVERY:** Delivery of documents or written notices related to this Listing may only be accomplished by:

- 207 1) giving the document or written notice personally to the party;
- 208 2) depositing the document or written notice postage or fees prepaid or charged to an account in the U.S. Mail or a  
 209 commercial delivery system, addressed to the party, at the party's address (See lines 275, 281 and 287.);
- 210 3) electronically transmitting the document or written notice to the party's fax number (See lines 277, 283 and 289.); or,
- 211 4) as otherwise agreed in additional provisions on lines 254-261 or in an addendum to this Listing.

212 **FIXTURES:** A "fixture" is an item of property which is physically attached to or so closely associated with land so as to  
 213 be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 214 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 215 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 216 on permanent foundations and docks/piers on permanent foundations.

217 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

218 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such  
 219 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 220 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction  
 221 or affects or would affect the party's decision about the terms of such a contract or agreement.

222 **PROCURE:** A buyer is procured when, during the term of the Listing, an enforceable contract of sale is entered into  
 223 between the Seller and the buyer or when a ready, willing and able buyer submits to the Seller or the Listing Broker a written  
 224 offer at the price and on substantially the terms specified in this Listing. A buyer is ready, willing and able when the buyer  
 225 submitting the written offer has the ability to complete the buyer's obligations under the written offer. (See lines 57-60)

226 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 2-4.

227 **PROTECTED BUYER:** Means a buyer who personally, or through any person acting for such buyer: 1) delivers to Seller or  
 228 Broker a written offer to purchase, exchange or option on the Property during the term of this Listing; 2) negotiates directly  
 229 with Seller by discussing with Seller the potential terms upon which buyer might acquire an interest in the Property; or 3)  
 230 attends an individual showing of the Property or discusses with Broker or cooperating brokers the potential terms upon  
 231 which buyer might acquire an interest in the Property, but only if Broker delivers the buyer's name to Seller, in writing, no  
 232 later than three days after the expiration of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing,  
 233 may be fulfilled as follows: a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the  
 234 identification of the individuals in the Listing; or, b) if a buyer has requested that the buyer's identity remain confidential, by  
 235 delivery of a written notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other  
 236 negotiations.

237 ■ **NON-DISCRIMINATION:** Seller and Broker agree that they will not discriminate against any prospective buyer on  
 238 account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability,  
 239 religion, national origin, marital status, lawful source of income, age, ancestry, familial status, or in any other unlawful  
 240 manner.

241 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in  
242 Broker's trust account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money  
243 Seller authorizes Broker to disburse the earnest money as directed in a written earnest money disbursement agreement  
244 signed by or on behalf of all parties having an interest in the trust funds. If the transaction fails to close and the earnest  
245 money is disbursed to Seller, then upon disbursement to Seller the earnest money shall be paid first to reimburse Broker for  
246 cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess of the agreed commission,  
247 shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the balance shall belong  
248 to Seller. This payment to Broker shall not terminate this Listing.

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the  
250 lot line, on the property, across the street, unknown, etc.): electricity to the site; gas to the site;  
251 municipal sewer to the site; municipal water to the site; telephone to the site;  
252 other none; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: C-1 General Commercial

254 ■ **ADDITIONAL PROVISIONS:** 1. Mike Pfefferle will not be charging a commission to list. Also,  
255 Pfefferle Companies Brokers will not be paid a commission. Outside Brokers will be paid  
256 4%. A Phase 1 Environmental assessments shall be made available to all purchasers.

257  
258 2. See attached addendum

262 ■ **ADDENDA:** The attached addenda None

265 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and  
266 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
267 <http://www.widocoffenders.org> or by telephone at (608)240-5830.

268 ■ **TERM OF THE CONTRACT:** From the 25th day of March, 2013  
269 up to and including midnight of the 25th day of March, 2014

270 ■ **READING/RECEIPT:** BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS  
271 LISTING CONTRACT AND THAT HE/SHE HAS READ ALL FIVE PAGES AS WELL AS ANY ADDENDA AND ANY  
272 OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

273 (x) [Signature] City of Menasha 19 April 2013  
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲  
275 140 Main St.  
276 Menasha, WI 54952 (920) 967-3600  
Seller's Address ▲ Seller's Phone # ▲

277 gkeil@ci.menasha.wi.us  
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) \_\_\_\_\_  
280 Seller's Signature ▲ Print Name Here: ▲ Date ▲

281 \_\_\_\_\_  
282 Seller's Address ▲ Seller's Phone # ▲

283 \_\_\_\_\_  
284 Seller's Fax # ▲ Seller's E-Mail Address ▲

285 (x) [Signature] Richard J. Knight,  
286 Agent for Broker ▲ EVP, Secy Grubb & Ellis | Pfefferle 3-28-13  
Print Name Here: ▲ Broker/Firm Name ▲ Date ▲  
200 E. Washington St.

287 Appleton, WI 54911 (920) 968-4700  
288 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (920) 968-4300 mikep@gepwi.com  
290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

## Addendum A

901 Airport Road  
Menasha, WI

Property is being sold subject to the following conditions:

Within 18 months of closing, purchaser must begin construction of a building or structure in compliance with city ordinances and other applicable laws and for a permitted purpose under city ordinances. Construction must be completed within 1 year after construction begins.



## MEMORANDUM

Date: July 29, 2015

To: Common Council

From: Pamela A. Captain, City Attorney  
*PAC*

RE: Transfer of City property to Menasha Downtown Development, LLC (part of Marina Place parking lot)

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Pursuant to paragraph 2.8 of the Development Agreement between Menasha Downtown Development, LLC and the City of Menasha, the City is to convey some vacant land to the Developer for use in conjunction with the office tower project. It consists of a portion of the Marina Place parking lot. The property is to be conveyed subject to various typical utility easements. In addition, the City will retain rights to 6 public parking spaces and vehicular access for delivery vehicles to the rear of the buildings located at 163, 165 and 167 Main Streets.

**REQUESTED MOTION:** Authorizing the conveyance of a portion of the Marina Place parking lot, described on ATTACHMENT A, to Menasha Downtown Development, LLC, with a purchase price of \$1.00 and subject to reservation of public use and other conditions as described in paragraph 2.8 of the Development Agreement between the parties.



Point of Beginning

Re: conveyance of land  
City of Menasha to Menasha Downtown Development, LLC

Legal Description

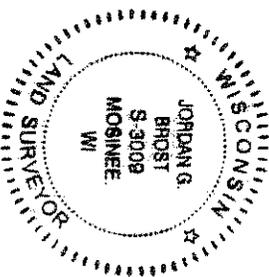
Being part of Lot 3, Certified Survey Map #5353 and part of Lots 23, 24, and 25 of Block 2, Original Plat of the Town of Menasha, located in the Northeast 1/4 of Section 22, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, described as follows:

Commencing at the North 1/4 corner of Section 22, Township 20 North, Range 17 East; thence S 89°46'12"E along the North line of the Northeast 1/4 of said Section 22, 1545.23 feet; thence S 00°00'00"W, 5.45 feet to the Northeastly corner of Block 2; Original Plat of the Town of Menasha; thence S 29°38'35"E along the Westerly line of Mill Street, 210.00 feet to the North line of Marina Place; thence S 59°58'45"W along the North line of Marina Place, 68.31 feet; thence S 29°37'35"E, along the North line of Marina Place, 1.00 feet to the Southeastly corner of Lot 3, Certified Survey Map #5353 and the point of beginning, (POB) of the parcel to be described; thence S 59°58'45"W along the North line of Marina Place, 162.94 feet; thence N 29°34'31"W along the Westerly line of lands described and recorded in Document # 1339608 and the southerly extension thereof, 95.19 feet; thence N 60°09'11"E, 75.38 feet; thence N 29°27'33"W, 17.26 feet to the Northerly line of lands described and recorded in Document # 1339607; thence N 59°56'44"E, along said Northerly line, 14.19 feet; thence N 34°09'37"W, along said Northerly line, 1.06 feet; thence N 60°13'30"E, along said Northerly line, 9.25 feet; thence N 29°34'01"W, along said Northerly line, 5.38 feet; thence N 60°29'08"E, along said Northerly line, 40.04 feet to the Northeastly corner of said lands described and recorded in Document # 1339607; thence S 29°13'05"E, along the Easterly line of said lands described, 5.70 feet; thence N 60°06'36"E, along said Easterly line, 0.15 feet; thence S 29°36'34"E, along said Easterly line, 31.57 feet to the Southeastly corner of lands described in recorded in Document # 1339607, said point also being on the Northerly line of Lot 3, Certified Survey Map #5353; thence N 59°57'46"E along the Northerly line of Lot 3, Certified Survey Map #5353, 23.92 feet to the Northeastly corner thereof; thence S 29°37'35"E along the Easterly line of said Lot 3, 81.00 feet to the point of beginning.

Containing: 16,499 Square Feet, 0.379 Acres.

Dated this 20<sup>th</sup> day of April, 2015.

Jordan G Brost, PLS



hereunder. The City Improvements shall be completed on or before June 1, 2016.

- 2.8. Conveyance of City Property. By July 7, 2015, the City shall convey to the Developer the vacant land within the Property boundary described on the attached Exhibit G ("City Property") for use in conjunction with the Project. The City shall convey the City Property to the Developer free and clear of all liens and encumbrances (except utility easements of record, if any and the terms and conditions of this Agreement) with a reservation of rights to public parking and vehicular access as described below and necessary utility easements, if any and the purchase price shall be \$1.00. The City shall execute and deliver to the Developer all documents reasonably necessary to effectuate the conveyance of the City Property to Developer. The City shall retain public use of six parking stalls at the west end of the City Property at no cost to the City, which use shall contain a right of vehicular access to use such stalls along with the vehicular access for delivery vehicles to deliver goods and services to the rear of the buildings located at 163 Main Street, 165 Main Street and 167 Main Street, so long as such delivery vehicles do not block traffic or unreasonably interfere with the Developer's and its Tenants' use of the City Property.
- 2.9. Construction Easement. Within 15 days of execution of this Agreement, the City by way of the Director of Public Works shall grant to Developer and its representatives and agents temporary construction easements over those portions of real property generally described in the attached Exhibit H to allow Developer to utilize such areas for staging, access, egress and related construction purposes for the Project. Such construction easements shall continue until June 1, 2016 and shall be in form and content reasonably agreeable to the parties.