

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, February 15, 2016**

**6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
1. [Special Use Permit by Creative Sign Company on behalf of Skogen's Festival Foods for a Business Center Sign located at 1435 Oneida Street, Menasha](#)
- 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. DFC Voss - Fire Department Presentation – 2015 Activities
 2. [CA Captain- Update on Real Estate Purchase and Sale Agreement – 460 Ahnaip Street \(R.R. Donnelley & Sons Company\)](#)
 3. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. [Administration Committee, 2/1/16.](#)
 - b. [Board of Public Works, 2/1/16.](#)
 - c. [Board of Health, 1/13/16.](#)
 - d. [City Hall Safety Committee, 2/11/16.](#)
 - e. [Committee on Aging, 1/14/16.](#)
 - f. [Parks & Recreation Board, 2/9/16.](#)
 - g. [Plan Commission, 2/2/16.](#)
 - h. [Redevelopment Authority, 2/8/16.](#)
 - i. [Water & Light Commission, 1/27/16.](#)
- 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, 2/1/16.](#)
Board of Public Works, 2/1/16 – Recommends the Approval of:
 2. [Recommendation to Award - 2016 Water Main Reconstruction Project M0002-9-15-00685-A; Grandview Avenue, Ninth, Racine, Sixth, Milwaukee, Fourth, Broad/Barlow Streets and Island Water Tower-Ahnaip Street; Donald Hietpas & Sons, Inc.; \\$921,465.00 \(Menasha Utilities\)](#)
 3. [Recommendation to Award - 2016 Water Main Reconstruction Project M0002-9-15-00685-B; Third Street / Brighton Drive; Advance Construction, Inc.; \\$99,185.00 \(Menasha Utilities\)](#)
Plan Commission, 2/2/16 – Recommends the Approval of:
 4. [Special Use Permit for the Business Center Sign at 1435 Oneida Street with the finding that the sign will serve multiple tenants on a common development site and that the tenants on the sign be limited to those located on parcels numbered #7-00052-14, #7-00052-15, #7-00052-17. The recommendation is based on the condition that parcel #7-00052-15 will not have an additional freestanding sign on the Oneida Street frontage.](#)

5. Property acquisition of the Petrie and Convenience Store Investments, Inc. parcels for the Province Terrace Trail Extension.
Redevelopment Authority, 2/8/16 – Recommends the Approval of:
6. The Lake Park Villas Second Restated Covenants.
Parks & Recreation Board, 2/9/16 – Recommends the Approval of:
7. Revisions to Parks and Recreation Programs, Services and Fees for 2016.

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 2/4/16-2/11/16 in the amount of \$5,121,573.67.
2. Beverage Operators License Applications for the 2015-2017 licensing period
3. Amendment No. 3 to Third Street Bridge Replacement Design Engineering Third Party Agreement

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. R-4-16 Resolution Regarding the Official Depositories of the City of Menasha (Introduced by Mayor Merkes)

L. APPOINTMENTS

1. Mayor's Reappointment of Kara Homan, 813 Manitowoc Street, Menasha to Board of Appeals for the term 2/15/16 to 2/1/19.
2. Mayor's Reappointment of Joyce Klundt, 976 8th Street, Menasha to Committee on Aging for the term 2/15/16 to 2/1/19.

M. CLAIMS AGAINST THE CITY

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

O. RECESS TO COMMITTEES

P. ACTION ITEMS

1. Adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(e) and (g): Deliberating or negotiating The purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and 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. (Incorporation of a portion of lands comprising the Town of Menasha, Winnebago County, WI. Case No.15-CV-452)
2. May reconvene into Open Session to act on what was discussed in Closed Session.

Q. ADJOURNMENT

MEETING NOTICE
Monday, March 7, 2016
Common Council Meeting – 6:00 p.m.
Committee Meetings to Follow

**City of Menasha
Public Hearings**

NOTICE IS HEREBY GIVEN that public hearings will be held by the Menasha Plan Commission and Common Council on an application for a Special Use Permit by Creative Sign Company on behalf of Skogen's Festival Foods for a Business Center Sign as required by Sec. 13-1-67(c)(1) of the Municipal Code. This Special Use Permit is being requested for Parcel Number 7-00052-11, zoned C-1: General Commercial, located at 1435 Oneida Street, City of Menasha, Calumet County, Wisconsin. The Plan Commission will hold its informal public hearing on Tuesday, February 2, 2016 at 3:30 PM, or shortly thereafter, in the Council Chambers of Menasha City Hall located at 140 Main Street, Menasha, WI 54952. The Common Council will hold its formal public hearing on this matter at 6:00 PM, or shortly thereafter, on Monday, February 15, 2016 at the same location. All persons interested in commenting on the application for this Special Use Permit are invited to attend or submit written comments to the Community Development Department.

Deborah A. Galeazzi, WCMC
City Clerk

Run: Jan. 30 & February 7, 2016



MEMORANDUM

Date: February 11, 2016

To: Common Council
From: Pamela A. Captain, City Attorney

RE: Update on Real Estate Purchase and Sale Agreement – 460 Ahnaip Street (R.R. Donnelley & Sons Company)

On August 4, 2014, the Common Council approved R-19-14, *A Resolution Declaring Property to be Blighted and Authorizing the Redevelopment Authority to Acquire and Assist the Redevelopment of the Property*. This determination included five parcels comprising approximately 7.2 acres owned by R.R. Donnelley & Sons Company.

On July 6, 2015, the Common Council authorized staff to prepare a land purchase agreement for the R.R. Donnelley Ahnaip St. property based on a tentative understanding of terms¹ & expenditure not to exceed \$32,500 for appraisal and environmental assessment. Those tentative terms included:

1. An environmental assessment to be conducted;
2. RDA to pay the cost of the environmental assessment up to \$30,000 if R.R. Donnelley releases the reports to the RDA or \$0 if the reports are not released;
3. RDA to take property in an “as is” condition;
4. RDA to be responsible for demolition and asbestos abatement estimated at \$550,000.

Through much negotiation the RDA is close to reaching a final agreement for the purchase. It is attached. The structure of the transaction has several opportunities built in for the RDA to terminate the transaction. In the event title or encroachment issues, or defects detected during the RDA’s physical inspection of property are not fully resolved by R.R. Donnelley, the RDA can terminate the agreement. If the environmental assessment reveals the property is in a condition that is unacceptable, then the RDA can terminate the agreement.

At the meeting I will report the substantive terms in greater detail. The attached Resolution will be presented for your consideration on March 7, 2016.

¹ CDD Keil memo to Common Council dated July 1, 2015

Sample Resolution _____

WHEREAS : The City of Menasha (City) has authorized staff and The Redevelopment Authority of the City of Menasha (RDA) to pursue acquisition of the RR Donnelley and Sons Company (RRD) property on Ahnaip Street; and

WHEREAS: The RDA has negotiated terms of a Real Estate Purchase and Sale Agreement with RRD; and

WHEREAS: Such agreement provides for certain assessments precedent to the acquisition of said property; and

WHEREAS: Financial resources will be required to effectuate the acquisition and redevelopment of the property; and

WHEREAS: The RDA does not have an independent source of funds to effectuate such actions; and

WHEREAS: It is in the interest of the City and the RDA to acquire and redevelop the property.

NOW THEREFORE BE IT RESOLVED: That the Common Council approves the continued pursuit of the acquisition of the RRD Ahnaip Street property by the RDA; and

BE IT FURTHER RESOLVED: That the Common Council acknowledges that the RDA may request the City to borrow funds or otherwise assist with the acquisition and redevelopment of the property.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made as of the ___ day of March, 2016 (the “**Effective Date**”), by and between R.R. DONNELLEY & SONS COMPANY, a Delaware corporation (“**Seller**”), and the REDEVELOPMENT AUTHORITY FOR THE CITY OF MENASHA, WISCONSIN, a _____ (“**Purchaser**”).

RECITALS

A. Seller, or a wholly owned subsidiary of Seller, owns that certain property within the City of Menasha, State of Wisconsin, commonly referred to as 460 Ahnaip Road, Menasha, WI, and as more fully described in Exhibit A (the real estate, together with all buildings, fixtures, appurtenances and easements, are referred to herein as the “**Property**”).

B. Seller wishes to sell, and Purchaser wishes to purchase, all of Seller’s right, title and interest in and to the Property, on the terms, conditions and provisions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals which are a substantive part of this Agreement and the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, Seller and Purchaser agree as follows:

1. Agreement to Sell. Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, all of Seller’s right, title and interest in and to the Property upon the terms, conditions and provisions set forth in this Agreement.

2. Purchase Price. Subject to the prorations and adjustments as provided herein, the purchase price for the Property shall be equal to ONE AND NO/100 DOLLARS (\$1.00) (the “**Purchase Price**”). Purchaser shall pay the Purchase Price, plus or minus the prorations authorized by this Agreement, to Seller at the Closing (as defined below) in immediately available funds.

3. Title; Survey; Review Period.

(a) Title Commitment. Within fifteen (15) days after the Effective Date, Seller shall obtain a commitment for an ALTA Owner’s Form policy of title insurance (the “**Commitment**”) from Chicago Title Insurance Company’s Chicago, Illinois office (the “**Title Insurer**”). Seller shall also request that the Title Insurer provide copies of all title exceptions shown or referenced in the Commitment (the “**Underlying Documents**”). Seller shall be reimbursed for the cost of the Commitment by Purchaser at Closing. To the extent Purchaser elects to terminate this Agreement prior to Closing pursuant to the terms hereof, Seller shall be responsible for the cost to obtain the Commitment.

(b) Survey. Seller shall deliver to Purchaser, within forty-five (45) days after the Effective Date, a survey in accordance with Minimum Standard Detail Requirements for ALTA/NSPS Land Title Survey Standards jointly established and adopted by ALTA and NSPS in 2016 prepared by a surveyor licensed by the State of Wisconsin, certified to Seller, Purchaser, Title Insurer, and such additional persons or entities as Purchaser may request (the “**Survey**”). Seller shall be reimbursed for the cost of the Survey by Purchaser at Closing. To the extent Purchaser elects to terminate this Agreement prior to Closing pursuant to the terms hereof, Seller shall be responsible for the cost to obtain the Survey.

(c) Title and Survey Review. Purchaser shall have ten (10) business days from receipt of the Title Commitment and Survey (the “**Title Review Period**”) to review the Commitment and the Survey. If, within the Title Review Period, Purchaser serves written notice (the “**Title Notice**”) on Seller that the Commitment or Survey contains any matter, exception or exceptions, that are not acceptable to Purchaser (the “**Unpermitted Exceptions**”), then Seller shall have ten (10) business days after the date of such notice (the “**Cure Period**”), to cure such defects by (x) removing such Unpermitted Exceptions, or (y) causing the Title Insurer to provide an affirmative endorsement insuring Purchaser over the effect of such Unpermitted Exceptions and to deliver a revision of the Commitment or Survey, as the case may be, to Purchaser. Seller shall notify Purchaser in writing within ten (10) business days after receipt of the Title Notice whether Seller elects to cure the same. All existing exceptions not objected to in the Title Notice as being Unpermitted Exceptions are hereinafter referred to as “Permitted Exceptions.”

(i) If Seller is unable or unwilling to cause any or all of the Unpermitted Exceptions to be removed or insured over by endorsement as described above, Purchaser shall have the right to:

(1) terminate this Agreement by sending written notice of such termination to Seller within five (5) days after the expiration of the Cure Period, in which event the earnest money deposit (the “**Deposit**”), if any, shall be refunded to Purchaser promptly as Purchaser’s sole and exclusive remedy, and thereafter neither Seller nor Purchaser shall have any further obligations under this Agreement except as explicitly stated herein; or

(2) waive its objection to such Unpermitted Exceptions and accept title to the Property subject thereto, in which case such Unpermitted Exceptions shall be deemed Permitted Exceptions, and Purchaser shall have no further rights against Seller with respect to such exceptions.

(ii) If Purchaser has not delivered the Title Notice to Seller by the expiration of the Title Review Period, Purchaser shall be deemed to have waived the provisions of this Section 3. In addition, if Purchaser does not notify Seller that Purchaser has elected to terminate this Agreement as permitted in Section 3(c)(i)(1) within the five (5) day period described in Section 3(c)(i)(1), Purchaser shall be deemed to have waived its objection to such Unpermitted Exceptions as described in Section 3(c)(i)(2).

4. Intentionally Omitted.

5. Conveyance. Seller shall convey, or cause to be conveyed, to Purchaser title to the Property by transferrable limited warranty deed or the equivalent thereof (the “**Deed**”), and subject to the following permitted exceptions (the “**Permitted Exceptions**”):

(a) General real estate taxes and any and all special taxes or assessments which are a lien but not yet due and payable;

(b) Acts done or suffered by and judgments against Purchaser and any parties claiming by, through or under Purchaser;

(c) All easements or rights of use, if any, created in favor of any public utility or municipal department or agency for electricity, steam, gas, telephone, water, sewer or other services in any street or avenue abutting the Property and the right, if any, to use and maintain wires, cables, terminal boxes, lines, service connections, poles, mains and facilities servicing the Property in, on, over or across the Property;

(d) Dedicated roads and highways, and property condemned or taken by eminent domain, if any, and rights of the public, the State of Wisconsin and the municipality in and to that part of the land, if any, taken or used for road purposes;

(e) All building, zoning, and applicable laws, ordinances and regulations of governmental authorities having jurisdiction over the Property;

(f) Intentionally omitted;

(g) Intentionally omitted;

(h) Intentionally omitted; and

(i) All exceptions in the Commitment or Survey deemed Permitted Exceptions in accordance with Section 3 above.

6. Purchaser’s Review.

(a) Subject to the provisions of Section 7 below, Purchaser shall have forty-five (45) days from the Effective Date (the “**Feasibility Review Period**”) to conduct a physical inspection of the Property and to perform such examinations and inspections necessary to ascertain whether the condition of the Property (other than the Environmental Review, which inspection shall be governed by the provisions of Section 6(c) below) is acceptable to Purchaser, in its sole discretion (the “**General Feasibility Review**”); provided, however that Purchaser shall not perform, undertake or cause to be performed or undertaken any environmental review of the Property.

(b) If the General Feasibility Review discloses any non-environmental matters which are not acceptable to Purchaser, in its sole discretion (“**Property Defects**”), Purchaser shall so advise Seller in writing (the “**General Feasibility Notice**”) prior to the

expiration of the Feasibility Review Period. Seller shall have the right, but not the obligation, within ten (10) days after the date of such notice (the “**Property Defects Cure Period**”) to cure such defects. If Seller is unable or unwilling to cause any or all of the Property Defects to be cured during such Property Defects Cure Period, Purchaser shall have the right to:

(i) terminate this Agreement by sending written notice of such termination to Seller within five (5) days after the expiration of the Property Defects Cure Period or receipt of notice from Seller that it is unwilling to cause any or all of the Property Defects to be cured, in which event the Deposit shall be refunded to Purchaser promptly as Purchaser’s sole and exclusive remedy, and thereafter neither Seller nor Purchaser shall have any further obligations under this Agreement, except as explicitly stated herein; or

(ii) waive its objection to such Property Defects and accept the Property subject thereto without reducing the Purchase Price or providing a credit thereto (Purchaser being deemed to have elected this option (ii) if it fails to terminate this Agreement in accordance with the immediately preceding option (i)).

(c) Within sixty (60) days following the Effective Date of this Agreement, Seller shall cause to be commenced by an environmental consultant acceptable to Seller in its sole discretion (the “**Environmental Consultant**”) a Phase I environmental assessment of the Property in accordance with ASTM Standard E1527-13, and Seller shall thereafter diligently cause to be performed by the Environmental Consultant such Phase II environmental testing as Seller deems reasonably necessary based upon the results of such Phase I environmental assessment (the “**Environmental Review**”). Promptly following completion of the Environmental Review but in any event no later than thirty (30) days from Seller’s receipt of the Environmental Review, Seller shall provide written notice to Purchaser of either (i) Seller’s election, in its sole and absolute discretion, not to disclose the results of the Environmental Review to Purchaser (which election may also be made by Seller at any time prior to completion of the Environmental Review if Seller so elects in its sole and absolute discretion) (the “**Environmental Termination Notice**”), or (ii) the written results of the Environmental Review (the “**Environmental Results Notice**”), which written notice shall include (x) a copy of all written results and data related to the Environmental Review, and (y) a complete proposal (including the estimated cost thereof) prepared by the Environmental Consultant, for the benefit of both Seller and Purchaser, for remediation of any environmental contamination at the Property identified in the Environmental Review to the extent required by applicable laws (the “**Remediation Proposal**”). Seller shall incur any out-of-pocket costs in connection with the Environmental Review; provided, however, to the extent Seller discloses the results of the Environmental Review to Purchaser pursuant to an Environmental Results Notice, then Purchaser shall be obligated to reimburse Seller for its out-of-pocket costs incurred in connection with such Environmental Review (not to exceed \$30,000) which costs shall be paid to Seller at Closing, or if this Agreement is otherwise terminated prior to Closing, within ten (10) business days following such termination. To the extent Seller gives Purchaser the Environmental Termination Notice,

this Agreement shall thereby be deemed terminated, in which event the Deposit (if any) shall be refunded to Purchaser promptly as Purchaser's sole and exclusive remedy, and thereafter neither Seller nor Purchaser shall have any further obligations under this Agreement, except as explicitly stated herein. Within thirty (30) days following delivery of the Environmental Results Notice to Purchaser (the "**Purchaser Environmental Review Period**"), Purchaser shall have the right to:

(i) terminate this Agreement by sending written notice of such termination to Seller, in which event the Deposit shall be refunded to Purchaser promptly as Purchaser's sole and exclusive remedy, and thereafter neither Seller nor Purchaser shall have any further obligations under this Agreement, except as explicitly stated herein; or

(ii) accept the Property without reducing the Purchase Price or providing a credit thereto (Purchaser being deemed to have elected this option (ii) if it fails to terminate this Agreement in accordance with the immediately preceding option (i)).

(d) To the extent this Agreement is not terminated as provided for in Section 6(c) above, Purchaser shall thereafter be deemed to (i) represent and warrant to Seller that Purchaser shall cause the remediation activities set forth in the Remediation Proposal to be fully performed as and when such activities are required or recommended thereunder, including, without limitation, imposition of any deed or use restrictions, and (ii) indemnify and hold Seller harmless from and against any claims, actions, liabilities, costs and expenses caused by or in any way arising from Purchaser's failure to perform its obligations set forth in clause (i) of this paragraph (d). The representations, warranties and indemnification obligations of this paragraph survive the termination of this Agreement or the Closing and subsequent conveyance of the Property by Purchaser to a third party.

7. Purchaser's Right of Entry.

(a) Seller shall permit Purchaser and its authorized employees, agents, engineers and other representatives to enter upon the Property during regular business hours to conduct the General Feasibility Review in accordance with Section 6 and complete the Survey set forth in Section 3. This right of entry shall be conditioned upon (i) Seller, or a representative or agent designated by Seller, having the right to be present on the Property with Purchaser or its representatives at the time or times that Purchaser is on or about the Property, (ii) Purchaser complying with Seller's security requirements, and (iii) Purchaser not unreasonably interfering with Seller's business operations at the Property. Purchaser shall make appropriate arrangements with Seller for access in each instance and shall give Seller not less than one (1) business day's prior notice of the dates and times at which Purchaser desires to enter the Property.

(b) Except as otherwise authorized in writing by Seller, Purchaser shall have no right to alter the Property in any way or to damage the Property in any respect in connection with its inspections. In the event that the transaction contemplated in this

Agreement does not close for any reason other than a default by Seller, Purchaser shall restore any portion of the Property affected by such inspections to its original condition, at Purchaser's sole expense. Purchaser hereby agrees to indemnify and hold Seller absolutely harmless from and against any and all claims, demands, actions, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees (such fees also to include those in connection with all post-judgment and appellate proceedings), for injury to persons and physical damage to property related to or arising from, directly or indirectly, Purchaser's entry upon the Property and/or the performance (by Purchaser or its duly authorized employees, agents, engineers or other representatives) of the General Feasibility Review or Assessment, or otherwise, including without limitation any lien asserted against the Property arising as a result of any such inspections or tests made by or at the direction of Purchaser. The obligations of this subsection (b) shall survive the termination of this Agreement or the Closing.

(c) Subject to the terms and provisions of this paragraph, Purchaser and its employees, agents, engineers and other representatives agree to keep the terms and conditions contained in this Agreement and the results of the General Feasibility Review and the Environmental Review (to the extent disclosed to Purchaser hereunder), together with any other information obtained from Seller or third parties about the Property (collectively, the "**Confidential Information**"), strictly confidential and shall not disclose the Confidential Information to any third party other than the independent contractors, consultants, lenders, engineers, employees and attorneys of Purchaser who are involved in the substantive evaluation of the Property on behalf of Purchaser (provided that Purchaser shall impose on all such third parties the same confidentiality obligations set forth herein) and except as otherwise required by law, and if required by law, Purchaser shall give Seller prompt written notice thereof. Subject to the terms and provisions of this paragraph, Purchaser and such third parties shall not use the Confidential Information other than in connection with their examination of the Property. Purchaser shall provide Seller with copies of all reports and other documentation generated as part of the General Feasibility Review. If the transaction contemplated by this Agreement is not consummated, Purchaser shall deliver all such documentation to Seller. Responses of Purchaser to lawful requests for information made pursuant to Wisconsin's Open Records Law (Wis. Stat. § 19.31-19.39) and disclosures of Confidential Information in the ordinary course of Purchaser's governmental business and/or as otherwise required by law shall not be deemed a violation of this paragraph (c) provided, in the case of responses to the Wisconsin Open Records Law, such responses are no more broad in scope than the minimum permitted by law.

(d) In view of the difficulties of placing a monetary value on the Confidential Information, it is agreed and understood that in the event of any breach or threatened breach of this Section 7 by Purchaser, its employees, agents, engineers and other representatives or any third parties under the control of Purchaser, Seller shall be entitled to injunctive and other equitable relief in any court of competent jurisdiction, and, in the event of a willful or intentional breach hereof by Purchaser or by any person employed by or working as an agent of Purchaser in any manner, Seller shall be entitled to recover its damages attributable to such breach (including reasonable attorneys' fees through all post-judgment and appellate proceedings).

(e) Purchaser at its sole expense, shall obtain and maintain prior to entering the Property, and shall cause any of its independent consultants (other than agencies of the City of Menasha) (“**Consultants**”) to obtain and maintain prior to entering the Property, from a financially sound insurance company or companies reasonably acceptable to Seller, policies of insurance for the following types of coverage and with limits of liability not less than the minimum amounts set forth below.

(i) commercial general liability insurance with limits of not less than \$3,000,000 combined single limit, which may be arranged through a combination of primary and excess policies if necessary, for claims of bodily injury and/or property damage, written on an “occurrence” basis and including coverage for personal injury liability, products and completed operations, independent contractors, blanket broad form contractual liability, and explosion, collapse, and underground hazards;

(ii) workers’ compensation and occupational disease insurance with statutory limits and employers’ liability insurance with limits of not less than \$500,000;

(iii) errors and omissions insurance with limits of not less than \$2,000,000 combined single limit written on a “claims made” basis; and

(iv) pollution liability insurance with limits of not less than \$2,000,000 combined single limit, written on a “claims made” basis; and including coverage for asbestos liability environmental site investigations, and cutting and drilling.

(f) Notwithstanding the foregoing, Purchaser and any agencies of the City of Menasha shall not be required to obtain and maintain policies of insurance for the types of coverage set forth in subsections (ii) through (iv) above, but the Consultants shall be required to do so. Prior to entering the Property, Purchaser or the Consultants, whichever of them is then entering the Property, shall provide Seller with a certificate(s) of insurance evidencing that the foregoing policies of insurance have been obtained and are in full force and effect and, except for Purchaser’s and the Consultant’s workers’ compensation insurance coverage and the engineer’s errors and omissions and pollution liability insurance coverage, that Seller has been named an additional insured under said policies. Said certificate(s) shall also show the expiration date of each policy and provide that Seller shall be given at least ten (10) days’ prior written notice of any cancellation or material modification thereof. Neither the purchase of any policy of insurance nor the furnishing of evidence thereof to Seller pursuant hereto shall relieve Purchaser of its indemnification obligations hereunder provided in Section 7(b).

8. Closing. Closing of the transaction contemplated hereby (“**Closing**”) shall be through an escrow (the “**Closing Escrow**”) established with the Title Insurer as escrowee. The Closing Escrow instructions shall be in the form reasonably acceptable to Seller, Purchaser and the Title Insurer with respect to deed and money escrows, with such special provisions as may be required (i) to conform to the provisions of this Agreement, and (ii) if available, to provide for immediate disbursement of funds to Seller upon the delivery of the Title Policy (as defined

below) to Purchaser (an “**Escrow Style**” closing). Seller and Purchaser hereby agree to provide such undertakings (“**GAP Undertakings**”) as may be required by the Title Insurer for the Closing and issuance of the Title Policy. The Closing Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into, nor in any manner superseded by, the Closing Escrow. The Closing Escrow costs and fees, including any fee for the Escrow Style closing, shall be equally divided between Purchaser and Seller.

9. Closing Date. Closing shall be held on or before fifteen (15) days following the later of the expiration of (i) the Feasibility Review Period, (ii) the Title Review Period, and (iii) the Purchaser Environmental Review Period (the “**Closing Date**”), at such time as shall be mutually agreeable to the parties hereto.

10. Title Policy. Seller shall cooperate reasonably with Purchaser in causing the Title Insurer to issue, or to be irrevocably committed to issue, to Purchaser an ALTA Owner’s title policy at Closing, subject only to the Permitted Exceptions and in the amount of the Purchase Price or such other value as determined by Purchaser and acceptable to the Title Insurer (the “**Title Policy**”).

11. Closing Adjustments. All installments of assessments and utility charges which are due and payable as of Closing shall be paid by Seller. General and special real estate taxes, utilities charges and installments of assessments not due and payable as of the Closing (the “**Proratable Items**”) shall be prorated and adjusted ratably between Seller and Purchaser as of Closing. If the amount of any Proratable Item is not ascertainable at Closing, the adjustment thereof shall be on the basis of the most recently ascertainable bill therefor. Such prorations are to be the final allocation between the parties and are not to be readjusted.

12. Seller’s Closing Deliveries. On or prior to the Closing Date, Seller shall deposit the following into the Closing Escrow:

- (a) The Deed subject to the Permitted Exceptions;
- (b) Seller’s executed affidavit as required by the Foreign Investments in Real Property Transfer Act;
- (c) Seller’s executed ALTA statement, Owner’s Affidavit or similar statement which may be required by the Title Insurer;
- (d) Seller’s executed GAP Undertaking or equivalent which may be required by the Title Insurer;
- (e) Seller’s executed counterpart of the bill of sale with respect to any personal property located on the Property at the time of Closing (the “**Bill of Sale**”);
- (f) All keys and all other items necessary to access the Property or items thereon;
- (g) Seller’s executed counterpart of any applicable state, county or local realty transfer tax declarations;

(h) Seller's executed counterpart of an agreed proration statement and settlement statement; and

(i) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the Title Insurer to fully effect and consummate the transactions contemplated hereby.

13. Purchaser's Closing Deliveries. On or prior to the Closing Date, Purchaser shall deposit the following into the Closing Escrow:

(a) The balance of the Purchase Price, by, at Seller's option, either cashier's check or wire transfer of immediately available funds;

(b) Purchaser's executed counterpart of the Bill of Sale;

(c) Purchaser's executed counterpart of any applicable state, county or local realty transfer tax declarations;

(d) Purchaser's executed counterpart of an agreed proration statement and settlement statement; and

(e) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the Title Insurer to fully effect and consummate the transactions contemplated hereby.

14. Closing Costs. Seller shall be responsible for payment of (i) one half (1/2) of the Closing Escrow costs and fees; (ii) any applicable transfer taxes and deed stamp fees; and (iii) recording fees for the Deed and release of any mortgages or other title encumbrances which Seller elects to cure pursuant to Section 3(c) of this Agreement. Purchaser shall be responsible for the payment of (v) Seller's out-of-pocket costs incurred in connection with the Environmental Review, (w) title expenses, including, but not limited to, the cost of the Commitment and the Title Policy, including an extended coverage endorsement (if necessary to have the standard ALTA Owner's title policy exceptions insured against) to the Title Policy, (x) the cost of the Survey, (y) one half (1/2) of the Closing Escrow costs and fees; and (z) any other recording fees. Each party shall be responsible for payment of its own legal fees in connection with this Agreement.

15. Default.

(a) In the event of a default by Seller hereunder which Seller fails to cure within ten (10) days after receipt of written notice thereof from Purchaser, Purchaser shall be entitled to either (i) terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Purchaser, as liquidated damages, and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) enforce Seller's obligations hereunder by a suit for specific performance, in which event Purchaser shall be entitled to such injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit. In the event Purchaser elects to pursue the remedy described in clause (i) above, the parties acknowledge and agree that the

actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

(b) In the event of a default by Purchaser hereunder which Purchaser fails to cure within ten (10) days after receipt of written notice thereof from Seller, Seller shall be entitled to either (i) terminate this Agreement by written notice to Purchaser, in which event the Deposit shall be paid to Seller as its sole and exclusive remedy, and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) enforce Purchaser's obligations hereunder by a suit for specific performance. In the event Seller elects to pursue the remedy described in clause (i) above, the parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined. Nothing contained herein shall be deemed to limit or restrict Seller's remedies against Purchaser for its failure to perform any covenant or agreement made by Purchaser hereunder which expressly survives Closing, including, without limitation, those obligations of Purchaser pursuant to Section 6(d) or 6(e) of this Agreement (for which breach Seller shall retain all remedies at law or in equity, including, without limitation, specific performance) or in any way limit the indemnification obligations of Seller hereunder irrespective of whether Closing occurs hereunder.

16. Condemnation. If, after the Effective Date and prior to Closing, all or any material portion of the Property is taken by exercise of the power of eminent domain or any proceedings are instituted to effect such a taking, Seller shall promptly give Purchaser notice of such occurrence, and if Purchaser reasonably determines that any such partial taking would hinder or result in the Property being unsuitable for Purchaser's intended use thereof, Purchaser may, within fourteen (14) days after receipt of such notice, elect to either (a) terminate this Agreement in which event the Deposit shall be immediately returned to Purchaser and all obligations of the parties hereunder shall cease and this Agreement shall have no further force and effect, except for those indemnity provisions of Section 7(b), or (b) close the transaction contemplated hereby as scheduled (except that if the Closing Date is less than fourteen (14) days following Purchaser's receipt of such notice, Closing shall be delayed until Purchaser makes such election), in which event Seller shall assign and/or pay to Purchaser at Closing all condemnation awards or other damages collected or claimed with respect to such taking.

17. Damage and Destruction. If, after the date of this Agreement and prior to the Closing Date, any building on the Property shall be destroyed or materially damaged by fire or other casualty not caused by Purchaser's negligence or acts, Seller shall promptly give Purchaser notice of such occurrence, and if Purchaser reasonably determines that any such damage or destruction would hinder or result in the Property being unsuitable for Purchaser's intended use thereof, Purchaser may, within fourteen (14) days after such notice, elect to either (a) terminate this Agreement, in which event the Deposit shall be promptly returned to Purchaser and neither party shall have any rights, obligations, or liabilities to the other hereunder except as explicitly set forth herein, or (b) close the transaction contemplated hereby as scheduled (except that if the Closing Date is less than fourteen (14) days following Purchaser's receipt of such notice, the Closing shall be delayed until Purchaser makes such election), in which event Seller shall assign and/or pay to Purchaser at Closing all insurance awards collected or owed to Seller with respect to such damage or destruction.

18. Condition of the Property; Representations and Warranties;

(a) Purchaser acknowledges and agrees that neither Seller nor any agent, employee, attorney, or representative of Seller has made any statements, agreements, promises, assurances, representations, or warranties, whether express, implied, or otherwise, regarding Seller, the condition of the Property, the suitability of the Property for any uses or purposes contemplated by Purchaser, the zoning of the Property, the right to occupy the Property, the environmental condition of the Property, the state of title to the Property and/or any other aspect of or matter pertaining to the Property or any other fact or matter whatsoever, whether pertaining to Seller, the Property, or otherwise. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT (I) IT WILL HAVE FULLY EXAMINED AND INVESTIGATED TO ITS FULL SATISFACTION, AS OF CLOSING, THE PHYSICAL NATURE AND CONDITION OF THE PROPERTY AND ALL ASPECTS THEREOF, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND SURROUNDING PROPERTIES, (II) IT SHALL ACQUIRE THE PROPERTY IN AN "AS IS, WHERE IS" CONDITION AS OF THE CLOSING DATE, (III) SELLER SHALL NOT BE RESPONSIBLE FOR MAKING (OR CONTRIBUTING IN ANY WAY TO THE COST OF MAKING) CHANGES OR IMPROVEMENTS TO THE PROPERTY, OR ANY OTHER ASPECT OF OR MATTER PERTAINING TO THE PROPERTY, AND (IV) IN EXECUTING, DELIVERING, AND PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT, PURCHASER HAS NOT RELIED UPON ANY STATEMENT, PROMISE, REPRESENTATION, OR WARRANTY TO WHOMSOEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY, OR IN WRITING, BY ANY PERSON OR ENTITY. PURCHASER EXPRESSLY WAIVES ANY RIGHT OF RESCISSION AND ALL CLAIMS FOR DAMAGES ARISING IN CONNECTION WITH THE PROPERTY BY REASON OF ANY STATEMENT, REPRESENTATION, WARRANTY, ASSURANCE, PROMISE, OR AGREEMENT, IF ANY, UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT. THE PROVISIONS SET FORTH IN THIS SECTION 18(A) SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT.

(b) Purchaser hereby makes the following representation, which is true and shall be true on the Closing Date in all material respects: Purchaser has full power and authority to enter into this Agreement and to perform all the obligations of Purchaser hereunder and no further consent or approval is required in order for this Agreement to constitute a legal, valid and binding obligation of Purchaser.

(c) Seller hereby makes the following representations, each of which is true and shall be true on the Closing Date in all material respects:

(i) Seller has full power and authority to enter into this Agreement and to perform all the obligations of Seller hereunder and no further consent or approval is required in order for this Agreement to constitute a legal, valid and binding obligation of Seller;

(ii) Seller has disclosed all environmental reports and written notices regarding environmental matters pertaining to the Property, that are in Seller's possession and control, and reasonably accessible to Seller; and

(iii) Seller is not a foreign person, as that term is defined under Section 1445 of the Internal Revenue Code, and at Closing, Seller shall provide Purchaser with an affidavit, in customary form, establishing that Purchaser is not required to withhold any portion of Seller's proceeds.

(d) Seller represents and warrants that it or its affiliate which owns the Property shall operate and manage the Property from and after the Effective Date of this Agreement in a manner substantially similar as the Property has been operated and managed heretofore.

19. Release.

(a) From and after the Closing Date, Purchaser assumes any and all obligations and liabilities whatsoever arising with respect to (i) the correction of any violation or claimed violation of any law, statute, ordinance or regulation relative to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property, or transportation to or from the Property of any Hazardous Substances, or the condition of the Property, (ii) the risk that adverse physical environment conditions may not have been revealed by the Environmental Review or, (iii) any and all obligations or liabilities to third parties (including, without limitation, governmental entities and agencies) arising out of activities at the Property, but excluding Seller's liability to its employees or contractors for work-place injuries arising from Seller's operations on the Property prior to the Closing Date and Seller's liability pursuant to the Comprehensive Environmental Responsibility, Compensation and Liability Act of 1980 or the Federal Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act) for materials generated by Seller and transported by Seller from the Property to any off-site location prior to the Closing Date, and (iv) any requirements relating to the protection of the environment, human health or natural resources imposed by the regulations of any governmental authority with jurisdiction over the Property, including, but not limited to, the Wisconsin Department of Natural Resources, including asbestos abatement and all environmental issues (the "**Purchaser Environmental Obligations**").

(b) Purchaser also agrees to waive any and all claims it may have against Seller under Comprehensive Environmental Response, Compensation, Liability Act of 1980, as amended, the Response Conservation and Recovery Act, or any other federal, state or local law, whether statutory or common law, ordinance or regulation pertaining to the release of Hazardous Substances to the environment from or at the Property (the "**Environmental Release Laws**").

(c) Purchaser hereby waives, releases, remises, acquits and forever discharges, Seller and its directors, officers, trustees, members, employees and agents and their respective heirs, successors, personal representatives and assigns, none of whom

admit any liability, of and from any and all claims, demands, damages, actions, legal or administrative proceedings, causes of actions or suits of any kind or nature, at law or in equity (collectively, the “Losses”), known or unknown, which it or they ever had, now has, hereafter can, shall or may have or acquire or possess, or in any way connected with, based upon, or arising out of the condition, status, quality, nature contamination or environmental state of the Property, including, without limitation, the Environmental Release Laws or any Purchaser Environmental Obligations (whether asserted against Purchaser by a third party, governmental agency or otherwise). Purchaser agrees to indemnify and hold Seller harmless from and against any such Loss connected to, based upon, or arising out of:

(i) any condition, status, quality, nature, contamination or environmental state of the Property identified in the Environmental Review or Remediation Proposal;

(ii) any condition, status, quality, nature, contamination or environmental state of the Property caused or exacerbated by Purchaser following Closing; and

(iii) any condition, status, quality, nature, contamination or environmental state of the Property not identified in the Environmental Review or Remediation Proposal, otherwise unknown to Purchaser as of the Closing Date and not otherwise subject to the provisions of Section 6(d), Section 7(b), Section 19(c)(i) or Section 19(c)(ii), provided, however, in no event shall the amount owed by Purchaser to Seller pursuant this Section 19(c)(iii) exceed \$250,000 in the aggregate (the “**Indemnity Cap**”).

For the avoidance of doubt, Sections 6(d), 7(b), 19(c)(i) and 19(c)(ii) are not subject to the Indemnity Cap.

(d) For the purposes of this Agreement, the term “Hazardous Substances” shall mean any materials, wastes or substances defined or classified as hazardous or toxic under any existing or future federal, state or local law, ordinance or regulation due to such substance’s harmful or potentially harmful effect upon health, safety or the environment. The provisions set forth in this Section 19 shall survive Closing under this Agreement.

20. Notices. All notices or other communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be personally delivered, sent by certified or registered mail, return receipt requested, or sent by a reputable national overnight delivery service. Such notices shall be deemed properly given and received upon the earlier of receipt or refusal to accept receipt and shall be sent to the following addresses:

Notices to Seller:

R.R. Donnelley & Sons Company
Attn: Director, Real Estate
35 W. Wacker Drive, 35th floor
Phone: 312-326-8030
Chicago, IL 60601

With copy to:

Jones Day
77 West Wacker, Suite 3500
Chicago, Illinois 60601
Attention: Brian L. Sedlak, Esq.

Notices to Purchaser:

Redevelopment Authority for the City of Menasha
140 Main Street
Menasha, Wisconsin 54952
Attention: Ms. Pamela Captain

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same to the other party hereto (such other or additional addresses or addressees being effective from and after the date of receipt of notice of the same by the other party.)

21. Brokers. Seller and Purchaser each represent and warrant to the other that it has not dealt with any agents, brokers or finders in connection with the transaction covered by this Agreement. Each of the parties hereto agrees to indemnify and hold the other harmless from and against any claims, actions, liabilities, costs and expenses with respect to any brokerage commission or finder's fee asserted by a person, firm or corporation claiming to have been engaged by, through or under the indemnifying party. Seller and Purchaser hereby acknowledge that the foregoing representation and warranty shall survive the Closing.

22. Assignability. Neither this Agreement nor the rights of Purchaser under this Agreement may be assigned or transferred, in whole or in part, to any other party without the prior written consent of Seller, which consent may be withheld for any reason or for no reason.

23. Captions For Convenience. All headings and captions used in this Agreement are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

24. Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the state in which the Property is located. To the extent any provision of this Agreement is expressly contrary to municipal or other statutory protections afforded Purchaser pursuant to Wisconsin law, Purchaser shall be deemed to have waived such protections to the extent permitted by law.

25. No Waivers. Any waiver of a breach of any provision contained in this Agreement must be in writing. No waiver of any breach shall be deemed a waiver of any

preceding or succeeding breach, nor of any other breach of a provision contained in this Agreement.

26. Construction. Seller and Purchaser hereby acknowledge that both parties participated equally in the negotiation of this Agreement and that no court construing this Agreement shall construe it more stringently against one party than against the other, regardless of which party's counsel drafted this Agreement.

27. Time Of The Essence. Time is of the essence with respect to performance required under this Agreement.

28. Entire Agreement. This Agreement and the attached exhibits represent the entire understanding between the parties with respect to the subject matter of this Agreement, and all prior agreements and understandings between the parties with respect to the subject matter of this Agreement shall be deemed merged in this Agreement.

29. No Oral Amendment Or Modification. No amendments, waivers, or modifications of this Agreement shall be made or deemed to have been made unless in writing executed by both Seller and Purchaser.

30. Authority. Purchaser represents and warrants that it has received and obtained all necessary municipal and governmental approvals and authorizations required to, if Purchaser so elects pursuant to the terms hereof, proceed to Closing hereunder.

31. Non-Business Days. If the Closing Date or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the state in which the Property is located, then the Closing Date or such notice or performance shall be postponed until the next business day.

32. Email/Facsimile Signatures; Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed to constitute one and the same instrument. Signatures on this Agreement may be communicated by email or facsimile transmission and shall be binding upon the parties transmitting the same by email or facsimile transmission.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written above.

SELLER:

R.R. DONNELLEY & SONS COMPANY, a
Delaware corporation

By: _____
Thomas L. Moran, Director, Real Estate

PURCHASER:

REDEVELOPMENT AUTHORITY FOR THE
CITY OF MENASHA, WISCONSIN

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
February 1, 2016
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 8:55 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Spencer, Benner, Nichols, Taylor, Krautkramer, Olszewski, Keehan, Zelinski

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

C. MINUTES TO APPROVE

1. [Administration Committee, 1/18/16.](#)

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

Motion carried on voice vote.

D. ACTION/DISCUSSION ITEMS

1. [R-4-16 Resolution Regarding the Official Depositories of the City of Menasha. \(Introduced by Mayor Merkes\)](#)

ASD Steeno explained City is required to review official depositories annually and remove or add depositories that are being used by both City and Utilities.

Moved by Ald. Keehan seconded by Ald. Krautkramer to recommend to Common Council R-4-16 Resolution Regarding the Official Depositories of the City of Menasha. (Introduced by Mayor Merkes).

Motion carried on roll call 8-0.

2. Moved by Ald. Taylor seconded by Ald. Keehan to Adjourn into Closed Session at 8:58 p.m.pursuant to Wis. Stat. §19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Notice of Circumstances 12/14/2015 Rain Event; Notice of Claim – Chad Myhill)
Motion carried on roll call 8-0.

Ald. Taylor was excused at 9:20 p.m.

3. Moved by Ald. Benner seconded by Ald. Keehan to Reconvene into Open Session at 9:24p.m.

Motion carried on roll call 7-0.

4. [Water/Sewer Backup Resident Education Program.](#)

CA Captain provided a copy of a new brochure staff put together to help residents better understand how to handle a sewer backup on their property.

General discussion ensued on procedure to follow and options available to property owners.

E. ADJOURNMENT

Moved by Ald. Keehan seconded by Ald. Krautkramer to adjourn at 9:46 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
February 1, 2016
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Krautkramer at 9:10 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Spencer, Benner, Nichols, Krautkramer, Olszewski, Keehan, Zelinski

EXCUSED: Alderman Taylor

ALSO PRESENT: Mayor Merkes, CA Captain, DPW Radtke, Scott Maurer (Water Dept.), Clerk Galeazzi

C. MINUTES TO APPROVE

1. [January 18, 2016](#)

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

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Recommendation to Award - 2016 Water Main Reconstruction Project M0002-9-15-00685-A; Grandview Avenue, Ninth, Racine, Sixth, Milwaukee, Fourth, Broad/Barlow Streets and Island Water Tower-Ahnaip Street; Donald Hietpas & Sons, Inc.; \\$921,465.00 \(Menasha Utilities\)](#)

Scott Maurer, Water Department Foreman, explained the water main replacement will be done before the street reconstruction.

Moved by Ald. Zelinski seconded by Ald. Keehan to recommend to Common Council Recommendation to Award, 2016 Water Main Reconstruction Project M0002-9-15-00685-A, Grandview Avenue, Ninth, Racine, Sixth, Milwaukee, Fourth, Broad/Barlow Streets and Island Water Tower-Ahnaip Street to Donald Hietpas & Sons, Inc. for \$921,465.00 (Menasha Utilities)

Motion carried on roll call 7-0.

2. [Recommendation to Award - 2016 Water Main Reconstruction Project M0002-9-15-00685-B; Third Street / Brighton Drive; Advance Construction, Inc.; \\$99,185.00 \(Menasha Utilities\)](#)

DPW Radtke explained this project is tied to the Third Street Bridge Replacement project.

Mr. Maurer explained the water main will need to be moved out of the way for the bridge project.

Moved by Ald. Zelinski seconded by Ald. Keehan to recommend to Common Council Recommendation to Award, 2016 Water Main Reconstruction Project M0002-9-15-00685-B, Third Street/Brighton Drive to Advance Construction, Inc. for \$99,185.00 (Menasha Utilities)

Motion carried on roll call 7-0.

E. ADJOURNMENT

Moved by Ald. Keehan seconded by Ald. Olszewski to adjourn at 10:05 p.m.

Motion carried on roll call 7-0.

Deborah A. Galeazzi, WCMC
City Clerk

CITY OF MENASHA BOARD OF HEALTH
Minutes
January 13, 2016

A. Meeting called to order at 8:35 AM by Chairman Candyce Rusin.

B. Present: Candyce Rusin, Nancy McKenney, Diane Hotynski,

Staff: Kortney Dahm, Linda Palmbach, Mary Fritz, Todd Drew, Loretta Kjemhus, Liz Rosin, Vicki Schultz

C. MINUTES TO APPROVE

Diane Hotynski moved to approve December 9, 2015 minutes, seconded by Nancy McKenney.

Motion passed.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

Administrative: Nancy McKenney reported that all of the Wisconsin Department of Health Services (DHS), Division of Public Health (DPH) contracts have been negotiated and signed. The City Council approved the 4th amendment to the lease agreement for 316 Racine Street Menasha, WI with Morton Martin I LLC, OLH, LLC, through December 2017.

Personnel: Tammie Bauer has resigned her position as public health dental hygienist effective January 22, 2016. Academic Affiliation Update: University of Wisconsin Oshkosh nursing students will begin their Health Department rotation in February.

Employee Safety Program: CVMIC conducted a safety walk through this summer. Recommendations are prioritized and are being addressed. Todd mentioned he will have to monitor them monthly in addition to quarterly joint inspections with CVMIC. Todd Drew conducted respirator fit testing in December of 36 employees (Health, Public Works and Parks) using the Porta Count quantitative fit testing unit.

Sealer of Weights and Measures Todd Drew followed up on 2 gas pump complaints. Both complaints found to be without merit.

Environmental Health Programs: Todd Drew reported that the Menasha Health Department will be using a new program called HealthSpace which will be used for all licensed establishment reports, billing and permitting. Drew cited 2 active residential mold issues, 2 sewage issues related to the heavy rains from late December and 1 new restaurant "Chicken Palace." Drew discussed a program to teach classes at Maplewood Middle School on the sampling and identification of indoor air quality samples using microscope techniques.

Public Health Department: The Communicable Disease Report was reviewed by the Board. The Board reviewed monthly and year-to-date Communicable Disease reports. School absences remain low. Kortney Dahm described working with City legal counsel to appropriately address a subpoena.

Health Screening 60+ Program: Vicki Schultz reported she is working on updating the YMCA 60+ brochure for 2016. Senior Center foot care participants are increasing.

Prevention Program: The Prevention Program is in the process of planning the 2nd Annual Corny Community Walk for the summer of 2016.

Radon: No Report

School Health Aides: No report

Dental Program: Loretta gave a report on the Dental Program. "Give a Kid a Smile Day Program" will be held on February 5th at the Mid Valley Dental office. Loretta noted 2015 screenings showed the decay rate has dropped to 10% from a high of 18% in 2008.

Dental Sealant Program: Tammie Bauer is working with the Menasha High School to build the Oral Health for Children and Youth with Special Health Care Needs program. **The dental sealants application procedure will be postponed until a new dental hygienist is hired.**

Lead Prevention Program: No report.

Immunization: No update

Emergency Preparedness: Menasha Health Department staff will be attending Preparedness Trainings in January and February 2016. Loretta completed the Mid-year report with the State. Todd attended a foodborne outbreak emergency preparedness exercise.

Twenty Four/Seven: No report.

Senior Center: Nancy reported that the Senior Center contracts with Winnebago County and the YMCA have been signed.

E. ACTION ITEMS: Liz Rosin described revisions to immunization procedures. The Board of Health reviewed the following procedures:

- Emergency Administration of Epinephrine During Immunizations
- Immunization Clinic: Missed Appointments and Walk-Ins
- Immunization Clinic: Uncontrollable Behavior
- Vaccine Monitoring, Storage and Emergency Relocation
- Vaccine Ordering, Receiving and Shipment Unpacking

F. HELD OVER BUSINESS: None

G. ADJOURNMENT: Diane Hotynski moved to adjourn the meeting, seconded by Nancy McKenney. Motion passed. Candi Rusin adjourned the meeting at 9:30 am.

The next meeting will be on February 10th, 2016 at 8:00 a.m.



City Hall Safety Committee Meeting

February 11, 2016

1:30PM

City Hall – 1st Floor Conference Room

AGENDA

A. Approval of minutes from **December 3, 2015 (carry over from January – no quorum)**

B. Old Business

1. **City Hall Security Audit** – update
2. **Building Walk Thru** – update
3. **Handicapped shelter** – emergency kits / funding / proposed contents

C. New Business

1. **Monthly Safety Topic**
2. **Injury Review**
3. **EOEP Manual revision recommendations – update**
4. **Changes in injury report response** – discussion, report requirements.
5. **DA Notification** – discussion
4. **New items for discussion**

D. Training

1. **Annual Refresher Trainings** - reference
2. **Hearing Screening** – April 19, 2016
3. **New Training Issues for discussion** -

E. Adjourn

Members: Adam Alix, Kristi Heim, Todd Drew, Kate Clausing, Pamela Captain, Sue Seffker, Kathy Dreyer, Brian Haessly, Nancy McKenney

**CITY OF MENASHA
COMMITTEE ON AGING
Menasha Senior Center
116 Main Street, Menasha
January 14, 2016
Minutes**

A. Meeting called to order at 7:50 am.

B. Roll Call - Present: Joyce Klundt, Mary Lueke, Nancy McKenney, Tom Stoffel, Jean Wollerman
Absent: John Ruck, Brenda Marks

C. MINUTES TO APPROVE

Mary Lueke moved to approve the December 10, 2015 minutes, seconded by Joyce Klundt. Motion passed.

D. NEW BUSINESS

E. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

Senior Center: Jean Wollerman described parking challenges. She noted that the parking ramp should help alleviate the situation. Event parking is the biggest challenge for the Senior Center.

Jean Wollerman requested the Committee on Aging brainstorm ways to increase participation in the ADVOCAP meal program. It was suggested that activities such as bingo be held in conjunction with the meals to boost participation.

Jean Wollerman was notified that the Senior Center did not receive the Aging Mastery grant. It was suggested that she contact reviewers to see scores and comments to improve future application submissions.

There will be a Valentine party on February 12 from 12:30-2:30 pm (\$5.00/person).

There will be changes to Network Insurance reimbursement for YMCA membership. Keeping people active is thought to improve health and reduce insurance claims.

There was no Neenah Committee on Aging in December.

Jean Wollerman noted that she was working with public works/facilities to keep the larger room warmer.

Public Health: Health Screening/60 Plus: Nancy McKenney noted that Winnebago County Senior Center and 60 Plus Health and Wellness grants were being signed. She noted that the Community Health Assessment documents were being compiled and when available she would review them with the Committee on Aging. Mary Lueke and Joyce Klundt terms on the Committee on Aging are up on February 1, 2016.

F. HELD OVER BUSINESS

Mission Vision and Goals: Jean Wollerman will revise and send them Nancy McKenney so that they are shared prior to the next meeting.

Safety Manual: Held over to the next meeting

Cost Study: Jean Wollerman will work with the YMCA on an approach to a cost study. It was suggested that Mark Weisensel, Supervisor of Aging and Outreach Services, Winnebago County Department of Human Services be invited to a future meeting.

Donor Event: The donor event will be held on March 9, 2016 Open House 5-7 pm. Jean Wollerman is working to simplify the design of the donor wall.

G. ADJOURNMENT:

Tom Stoffel moved to adjourn, seconded by Mary Lueke . Motion passed.

The next meeting will be held on February 11, 2016 at 7:45 a.m. at the Senior Center, 116 Main Street, Menasha.

CITY OF MENASHA
Parks and Recreation Board
City Hall – 1st Floor Conference Room
February 9, 2016
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. D Sturm at 6:05pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: D.Sturm, B. Adesso, T. Marshall, S. Pawlowski, Ald. D. Zelinski

MEMBERS EXCUSED: Nancy Barker, Lisa Hopwood

OTHERS PRESENT: PRD Tungate, PS Maas, Pool Manager Chad Bruechert

C. MINUTES TO APPROVE

1. **Minutes of the January 12, 2016 Joint Park Board and Plan Commission Meeting** – Moved by B. Adesso, seconded by D. Zelinski to approve the minutes of the January 12, 2016 Joint Park Board and Plan Commission meeting. Motion carried.
2. **Minutes of the January 12, 2016 Regular Park Board Meeting** – Moved by B. Adesso, seconded by Ald. D. Zelinski to approve the minutes of the January 12, 2016 Park Board meeting. Motion carried.

D. PUBLIC COMMENT ON ANY MATTER RELATED TO CITY PARKS AND RECREATION

None

E. REPORT OF DEPARTMENT HEADS/STAFF/OR CONSULTANTS

1. **Department Report** – PRD Tungate reported on a successful Winter Gala, staff working on the summer program brochure, work is continuing on the Jefferson Park RFQ document, RFP has gone out for new play equipment at Hart Park. June 4 is the scheduled community build for the new play equipment for the new east side park. Announcements and forms for volunteer sign up should be ready by late February. Futsal court planning and fundraising at Pleasants Park is going well. Court may be up and running by mid-summer. League play is expected to occur in the fall.
2. **Park, Pool and Vandalism Report** – PS Maas reported staff work on the Winter Gala, ice rink flooding, picnic table repair, ski trail grooming, repairs to the golden boy statue from Smith Park and caboose security lighting has been installed.

F. DISCUSSION

1. **Feasibility study on Doty Island alternate route-Loop the Little Lake project** – PRD Tungate reported that the Common Council approved the on street route through Doty Island in Menasha as part of the Loop the Little Lake project. The Council did add to their approval that a feasibility study be done that further examines the alternative route around the water treatment plant. It should include any property access or land acquisition costs, trail and lighting costs, security concerns, and the potential need for off-street parking. The board had some discussion about parking needs, but would wait for further information before considering a future recommendation.

G. ACTION ITEMS

1. **Revision to Shelter and Wedding Reservation Dates** – Motion by B. Adesso, seconded by S.

Pawlowski to revise the wedding reservation policy at Smith park to a rolling calendar process beginning on March 1, 2016. Residents can reserve space 30 months in advance and non-residents 18 months in advance. The Board felt that this change still gave residents an advantage and it would still give anyone the ability to plan a wedding well in advance. Motion carried.

2. **Revisions to Parks and Recreation Programs, Services and Fees for 2016-referred back by Common Council** - Motion by B. Adesso, seconded by T. Marshall to return the initial revision to parks and recreation programs, services and fees for 2016 to the Common Council. Ald. D. Zelinski wanted to make sure that the pool rental fee was covering actual staff costs. The Board had a document in their packet that indicated that it did. PRD Tungate and Pool Manager Bruechert described a specific pool rental referenced at the last Common Council meeting. There were some issues having to do with loud music and questionable lyrics along with alcohol consumption. Staff has addressed these matters and they are confident that these types of issues will not occur in the future. Motion carried.

H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

None

I. ADJOURNMENT

Moved by B. Adesso, seconded by S. Pawlowski to adjourn at 7:13 pm. Motion carried.

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
February 2, 2016
DRAFT MINUTES

3:30 PM – Informal Public Hearing Regarding the Proposed Special Use Permit 1435 Oneida Street – Parcel #7-00052-11

Mayor Merkes opened the public hearing at 3:35PM

No one spoke.

The hearing was closed at 3:36PM

A. CALL TO ORDER

The meeting was called to order at 3:38 PM by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

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

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

OTHERS PRESENT: CDD Keil, AP Englebert, Dan Gueths (2035 Manitowoc Rd), and Mark Vanlandghen (1125 Warsaw St, Appleton).

C. MINUTES TO APPROVE

1. **Minutes of the January 19, 2016 Plan Commission Meeting**

Motion by Comm. Sturm, seconded by Ald. Benner to approve the January 19, 2016 Plan Commission meeting minutes. The motion carried.

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

1. No one spoke.

E. CORRESPONDENCE

1. **Dan Gueths Letter Dated 12-28-2015**

Dan Gueths inquired as to the reason why his previous Special Use Permit application for automotive sales was denied. Commissioner Sturm replied that the Plan Commission denied the permit because of unfavorable outcomes associated with a Special Use Permit that permitted automotive sales on a parcel that had another primary use, similar to what was being proposed in this instance.

F. DISCUSSION

1. None.

G. ACTION ITEMS

1. **Special Use Permit Application – 1435 Oneida St – Festival Foods Business Center Sign**
AP Englebert introduced the proposed Business Center Sign for Festival Foods. He explained that in addition to municipal standards there are private easements and covenants governing the location and ownership of the proposed sign. DPW Radtke stated the sign does not pose an issue with vision clearance for vehicular traffic. Ald. Benner inquired about the height of the sign and the electrical service to the sign.

Motion by Mayor Merkes, seconded by Ald. Benner to recommend approval of the Special Use Permit for the Business Center Sign at 1435 Oneida Street with the finding that the sign will serve multiple tenants on a common development site and that the tenants on the sign be limited to those located on parcels numbered #7-00052-14, #7-00052-15, #7-00052-17. The recommendation is based on the condition that parcel #7-00052-15 will not have an additional freestanding sign on the Oneida Street frontage. The motion carried.

2. **Property Acquisition for Province Terrace Trail Extension – Petrie & Convenience Store Investments, LLC Properties, Oneida St./STH 114**

CDD Keil informed the Plan Commission that the City of Menasha has retained CORRE, Inc. to perform real estate acquisition and engineering for an extension of the Province Terrace Trail. A segment of the proposed trail is currently owned by two private entities. The consultant has completed negotiations on one parcel and is nearing completion on the second. Staff is now seeking authorization to proceed with the purchase of the properties. Motion by Ald. Benner, seconded by Comm. Sturm to recommend approval of property acquisition of the Petrie and Convenience Store Investments, Inc. parcels for the Province Terrace Trail Extension. The motion carried.

H. ADJOURNMENT

Motion by Ald. Benner, seconded by DPW Radtke to adjourn at 4:24 PM. The motion carried.

Minutes respectfully submitted by AP Englebert.

CITY OF MENASHA
Redevelopment Authority
Council Chambers, 3rd Floor City Hall – 140 Main Street
February 8, 2016
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 6:01 PM by Chairman Kim Vanderhyden.

B. ROLL CALL/EXCUSED ABSENCES

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Ald. Becky Nichols, Kim Vanderhyden, Linda Kennedy, Kip Golden, Bob Stevens and Gail Popp (6:11PM).

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Tim Caudill.

OTHERS PRESENT: CDD Keil, AP Englebert, CA Captain, ASD Steeno.

C. MINTUES TO APPROVE

1. Minutes of the July 15, 2015 Redevelopment Authority Meeting

Motion by Linda Kennedy, seconded by Kip Golden to approve the July 15, 2015 Redevelopment Authority meeting minutes. The motion carried.

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. Status Report – Lot Sales and T.I.D. #12

CDD Keil reported on lot sales and activity in T.I.D. #12 during 2015. CDD Keil informed the RDA that city staff is currently working with Van's Realty and Community First Credit Union to develop property within the district.

G. ACTION ITEMS

1. Amendment to Development Agreement – Cypress

CDD Keil explained that Cypress Homes did not close on three lots within the Lake Park Villas Home Owner's Association by December 31, 2015 as contemplated in the Development Agreement between Cypress and the RDA. Cypress requested an amendment to the development agreement for an extension to close on the lots until February 29th, 2016. Motion by Linda Kennedy, seconded by Kip Golden to approve the First Amendment to the Second Land Purchase and Development Agreement By and Between The Redevelopment Authority of the City of Menasha and Cypress Homes, Inc. The motion carried.

2. RR Donnelley Purchase Agreement

CDD Keil reported on the RR Donnelley manufacturing site and the efforts undertaken to acquire the property. He informed the RDA that negotiations are ongoing but a purchase agreement is nearing completion. The Redevelopment Authority members discussed the following:

- Environmental remediation of the site
- Title work, survey, and outside counsel costs
- Effects of the Racine Street Bridge Project
- Future value of the property
- Timeline and process for acquiring the site

No action was taken.

3. **Lake Park Villas Second Restated Covenants**

CDD Keil explained the Lake Park Villas Homeowner's Association Board has reached a general consensus on the terms of the Association covenants. He explained that the goal of rewriting the Second Restated Covenants was to remove obsolete language and provide a clear understanding of expectations to homeowners and prospective lot purchasers. CA Captain stated that the new covenants call for the City of Menasha to assume payment obligations of the RDA if the RDA is unable to pay its association fees and assessments. Ald. Nichols inquired about the current expenses of the RDA related to these costs. Linda Kennedy stressed the importance of selling lots and voiced her opinion that having clear covenants will help accomplish this goal. Motion by Gail Popp, seconded by Linda Kennedy to approve the Lake Park Villas Second Restated Covenants. The motion carried.

G. ADJOURNMENT

Motion by Kip Golden, seconded by Ald. Nichols to adjourn at 7:11 p.m. The motion carried.

Minutes respectfully submitted by AP Englebert.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

January 27, 2016

Draft

Commission Vice-President Zelinski called the Regular Meeting of the Water and Light Commission to order at 8:03 a.m., with Commissioners Roy Kordus, and Don Merkes, present on roll call. Also present were Melanie Krause, General Manager; Tim Gosz, Water Utility Manager; Kristin Hubertus, Finance Manager; John Teale, Technical Services Engineer; Dawn Lucier, Administrative and Accounting Assistant; Scott Maurer, Water Distribution Foreman; and Don Voogt of McMahan.

Those excused were Commission President Allwardt; Electric Manager, William Menting; and Engineering Manager, Steve Grenell. Those absent were Commissioner Smolinski.

Item II. No one from the Gallery was heard on any topic of public concern to the Utility.

Item III. Motion made by Comm. Merkes, seconded by Comm. Kordus, was unanimous on voice vote to approve the following:

- A. Minutes of the Regular Meeting of December 16, 2015
- B. Closed Session Minutes of September 23 and October 28, 2015
- C. Approve and warrant payments summarized by checks dated December 15-31, 2015 & January 1-16, 2016, which includes Net Payroll Voucher Checks and Operation and Maintenance Voucher Checks for a total of \$1,036,621.11, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call
- D. Correspondence as listed:
 - Copy of December 2015 MU Employee Newsletter
 - Copy of letter dated December 28 from Double Portion Soup Kitchen and Pantry RE: Thank you
 - Copy of letter dated December 28 from Cornerstone Church Food Pantry RE: Thank you
 - Copy of letter dated January 4 from St. Joseph Food Program RE: Thank you

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

Customer Services Manager, Paula Maurer, arrived at 8:05 am.

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

Item VI. Unfinished Business – There was no unfinished business.

Item VII. New Business, 2016 Water Main Replacement Project Bid Opening – The bid opening held on January 21, 2016 was separated into two contracts. Contract A was for the main replacements on Grandview Avenue, Ninth, Racine, Sixth, Milwaukee, Fourth, Broad, Barlow streets and Island Water Tower – Ahnaip Street. Nine bids were received with Don Hietpas & Sons, Inc., being the low bidder at \$921,465.

Contract B was for directional boring on Third Street and Brighton Drive. Five bids were received with Advance Construction, Inc., being the low bidder at \$99,185.

The project has come in \$192,293.50 over the approved budget amount due mainly to adding 3 streets to the project after budget approval; Fourth Street, Milwaukee Street and Grandview. Grandview was added to coincide with work scheduled to be done in 2016 by the City.

A spreadsheet was provided with the breakdown of the projected total project costs along with budget adjustments that can be made to cover all but \$34,477.50 of the difference. Staff will monitor costs and will decrease the scope of the project if an overage still exists after budget adjustments are made and actual costs come in.

The motion by Comm. Merkes, seconded by Comm. Kordus, was unanimously approved on roll call to amend the 2016 Water Main Replacement budget by reallocating \$30,000 out of the 2016 Road Repair Charges from City; \$24,660 out of the 2015 Main Capital budget not spent; \$25,239 out of the 2015 Hydrant/Valve/Service Capital budget; \$42,917 out of the carry over 2015 Road Repair Charges not spent; and \$35,000 from the 2016 Valve/Hydrant budget to 2016 Water Main Replacement budget.

The motion by Comm. Merkes, seconded by Comm. Zelinski, was unanimously approved on roll call to award Contract A of the 2016 Water Main Replacement Project to Don Hietpas & Sons, Inc., in the amount of \$921,465. The Commission also recommended the Board of Public Works approve and award this bid to Don Hietpas & Sons, Inc., and forward it to the Common Council for approval.

The motion by Comm. Merkes, seconded by Comm. Zelinski, was unanimously approved on roll call to award Contract B of the 2016 Water Main Replacement Project to Advance Construction, Inc., in the amount of \$99,185. The Commission also recommended the Board of Public Works approve and award this bid to Advance Construction, Inc., and forward it to the Common Council for approval.

Reservoir Membrane Roof System Agreement, McMahon – The agreement from McMahon is for professional services to engineer the roof on the existing reservoir located on Manitowoc Street. Scope of services includes design, bidding, and construction administration services in the amount of \$15,000. Additionally, McMahon offered to draw up a concept design for beautification of the reservoir. Before construction begins the plans will be submitted to the DNR for approval.

The motion by Comm. Merkes, seconded by Comm. Zelinski, was unanimously approved on roll call to accept the agreement for professional services from McMahon for the Reservoir Membrane Roof System project in the amount of \$15,000.

Washington Street Water Tank Painting Agreement, McMahon – The agreement from McMahon is for professional services for engineering for the painting of the Washington Street elevated water tank exterior. Scope of services includes design, bidding, and basic construction services in the amount of \$10,800. The contract includes inspection reports being sent to the DNR every 5 years.

The motion by Comm. Merkes, seconded by Comm. Kordus, was unanimously approved on roll call to accept the agreement for professional services from McMahon for the Washington Street Water Tank Exterior Painting in the amount of \$10,800 and Field Services estimated at \$6,600.

Don Voogt and Scott Maurer departed at 8:40 a.m.

Item VIII. Strategic Reports, Monthly Strategic Initiative Update – With the absence of December Financial reports, key financial statistics were added to the December Strategic Report.

Financial and Project Status Reports – There were no Financial and Project Status reports this month. The December and January statements will be included with the February meeting packet after the audit in February.

Project Reports, Water Plant projects – Staff continues to work on the Capitol Needs study and Sludge Disposal study.

Metering Practice & Plan – There are just over 100 electric meters left with the conversion to the AMR system.

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

Item X. The motion by Comm. Merkes, seconded by Comm. Zelinski, was unanimously approved on roll call to convene into Closed Session pursuant to Section 19.85 (1) (e), of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and (f) of the Wisconsin Statutes for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. RE: Delinquent Accounts

By: DAN ZELINSKI
Vice-President

ROY KORDUS
Secretary

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

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, February 1, 2016
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited.

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Spencer, Benner, Nichols, Taylor, Krautkramer, Olszewski, Keehan, Zelinski.

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Auxier, DWP Rdtke, CDD Keil, ASD Steeno, PHD McKenney, Clerk Galeazzi.

D. PUBLIC HEARING

1. [Special Use Permit by Creative Sign Company on behalf of Skogen's Festival Foods for a Business Center Sign located at 1405 Oneida Street, Menasha.](#)

CDD Keil explained the request from Festival Foods. A Special Use Permit is required because of the type of zoning.

Sandra Dabill-Taylor, 545 Broad Street, Menasha. Asked why a second public hearing is scheduled for the same Special Use Permit. She suggested changing ordinance for all commercial signage be consistent.

CDD Keil explained a second public hearing is scheduled because it was discovered where the proposed sign will go is on different property.

Mayor Merkes closed the public hearing.

2. [Proposed on-street bike/pedestrian route through Doty Island as part of the Loop the Little Lake Trail Project.](#)

A short video was played on the Loop the Little Lake Trail Project.

PRD Tungate reported on the status of the project. He explained the recommendation for the route through Menasha recommended by the Plan Commission and Parks & Recreation Board.

Byron Kopitzke, 84 Mathewson Street, Menasha. Asked if CN Railroad has been contacted about project.

Tim Gosz, 98 Fox Street, Menasha. Concerns with parking issues.

Tim Jones, Greenway. Route looks satisfactory for connectivity and safety.

DPW Rdtke explained staff has meet with representatives from CN Railroad but they have not finalized the crossing.

Mayor Merkes closed the public hearing.

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

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

Kathy Stahl, 44 DePere Street, Menasha. Requesting two-way entrance to Broad Street ally.

Sandra Dabill-Taylor, 545 Broad Street, Menasha. 1) R-3-16 Resolution Approving the Distribution of Remainder Funds for the Tax Incremental Financial District #1 Closure-funds should go back to taxpayers; 2) Landmarks Commission discussing designating section of Racine Street as historical district.

Andy Muth, 116 Fox Street, Menasha. Not support roundabouts in the City.

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, 1/18/16.](#)
- b. [Board of Public Works, 1/18/16.](#)
- c. [City Hall Safety Committee, 12/3/15.](#)
- d. [Landmarks Commission, 1/13/16.](#)
- e. [Library Board, 1/21/16.](#)
- f. [NMFR Joint Finance & Personnel Committee, 1/26/16.](#)
- g. [Parks and Recreation Board, 12/8/15, 1/12/16.](#)
- h. [Joint Parks & Recreation Board and Plan Commission, 1/12/16.](#)
- i. [Plan Commission, 1/19/16.](#)

Communications:

- j. [FC Auxier, 1/18/16: Retirement Letter.](#)
- k. [ASD Steeno, 1/27/16; Website Update-Proceeding with Building/Creating New Website.](#)

Moved by Ald. Taylor 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, 1/18/16.](#)
2. [Special Joint Common Council and Water & Light Commission, 1/18/16.](#)

Board of Public Works, 1/18/16 – Recommends the Approval of:

3. [Change Order – 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; DEDUCT: \\$11,151.55 \(Change Oder No. 1 and Final\)](#)
4. [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; \\$28,263.69 \(Payment No. 7 and Final\)](#)
5. [Authorization to Execute Conveyance of Rights in Land for Third Street Bridge Replacement Project:](#)
 - A. [City of Menasha – Sanitary Sewer;](#)
 - B. [City of Menasha, dba Menasha Utilities – Electric](#)
 - C. [City of Menasha, dba Menasha Utilities – Water Main](#)
6. [Authorization to Execute Three Party Design Engineering Services Contract \(Broad Street Reconstruction – Tayco Street to Racine Street\)](#)

Parks and Recreation Board, 1/12/16, Recommends the Approval of:

7. [Revisions to Parks and Recreation Programs, Services and Fees for 2016.](#)

Joint Parks and Recreation Board and Plan Commission, 1/12/16, Recommend the Approval of:

8. [Menasha’s portion of the on-street bicycle/pedestrian route along Doty Island as part of the Loop the Little Lake project with the route commencing on Lawson Street, proceeding north to Fox Street, then west on Fox Street to Mathewson Street, then north on Mathewson Street to the Fox River. In addition, keep open the possibility of considering in the future, the alternative off-street route along the shoreline behind the water treatment plant. Trail approach to the new bridge should be placed on the east side of the Mathewson Street right-of-way and that route marking should be done with signage although sharrows could be used if necessary.](#)

Ald. Taylor requested to remove items 7 & 8 from Consent Agenda.

Moved by Ald. Taylor seconded by Keehan to approve Consent Agenda items 1-6.
Motion carried on roll call 8-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

1. Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda item 7, Revisions to Parks and Recreation Programs, Services and Fees for 2016.
General discussion ensued on fee schedule; policy for pool rental.

Moved by Ald. Taylor seconded by Ald. Zelinski to refer item back to Parks and Recreation Board.
Motion carried on voice vote.

2. Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda item 8, Menasha's portion of the on-street bicycle/pedestrian route along Doty Island as part of the Loop the Little Lake project with the route commencing on Lawson Street, proceeding north to Fox Street, then west on Fox Street to Mathewson Street, then north on Mathewson Street to the Fox River. In addition, keep open the possibility of considering in the future, the alternative off-street route along the shoreline behind the water treatment plant. Trail approach to the new bridge should be placed on the east side of the Mathewson Street right-of-way and that route marking should be done with signage although sharrows could be used if necessary.
General discussion ensued on parking at Shepard Park; the alternative off-street route.

Moved by Ald. Taylor seconded by Ald. Zelinski to refer item back to Parks & Recreation Board.
Motion failed on roll call 4-5.

Ald. Taylor, Krautkramer, Olszewski, Zelinski voted yes.

Ald. Nichols, Keehan, Spencer, Benner voted no. Mayor Merkes broke the tie by voting no.

General discussion ensued on the recommendations from Plan Commission and Parks and Recreation Board; fundraising for the project; lighting and safety; reasons for selecting recommended route over alternative route; cost of alternative route.

Moved by Ald. Zelinski seconded by Ald. Taylor to amend the original motion the City will designate a parking lot in Shepard Park and the City will look at alternate route along shoreline behind the water treatment plant.

General discussion ensued on feasibility and environmental study, cost to acquire property, timeline of study.

Unanimous consent from Council to withdrew the motion.

Moved by Ald. Benner seconded by Ald. Zelinski to amend the original motion to include the City will do a feasibility study on alternative off-street route along the shoreline behind the water treatment plant. The feasibility study will include cost of the trail, lighting, environmental study and 10 stall parking lot. The feasibility study should be completed by June 1.

Motion on amendment carried on roll call 8-0.

Original motion as amended carried on roll call 8-0.

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 1/21/16-1/28/16 in the amount of \\$1,435,255.09.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve accounts payable and payroll.
Motion carried on roll call 8-0.

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 date 1/27/16.

Motion carried on roll call 8-0.

Police Department recommends denying beverage operator's license application for Amanda Torres and Mallory Monroe as they do not meet the criteria under the established guidelines.

Council gave unanimous consent to hear from Amanda Torres.

Ms. Torres explained the citations received and how she has turned her life around since she received the citations.

2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#) (cont'd)
Moved by Ald. Spencer seconded by Ald. Benner to approve beverage operator's license application for Amanda Torres.
Motion carried on roll call 5-3.
Ald. Krautkramer, Olszewski, Keehan, Spencer and Benner voted yes.
Ald. Nichols, Taylor, Zelinski voted no.

Moved by Ald. Keehan seconded by Ald. Olszewski to deny beverage operator's license application for Mallory Monroe.
Motion carried on roll call 8-0.

3. [Change of Agent for 13 Main Enterprises RCK LLC, 13 Main Street, from Choi Robert Schake to Dean Reggie Hinske.](#)

Moved by Ald. Taylor seconded by Ald. Keehan to approve change of agent for 13 Main Enterprises RCK LLC, 13 Main Street, from Choi Robert Schake to Dean Reggie Hinske
Motion carried on roll call 8-0.

4. ["Class B" Liquor License Application for Chicken Palace of Menasha, 1550 Appleton Road, Carlos Ayala, agent for the 2015-2016 licensing year.](#)

Moved by Ald. Keehan seconded by Ald. Zelinski to approve "Class B" liquor license application for Chicken Palace of Menasha, 1550 Appleton Road, Carlos Ayala, agent for the 2015-2016 licensing year.
Motion carried on roll call 8-0.

5. [Approve the Tentative Agreement with Local 275 as outlined in the January 14, 2016 summary and subject to ratification by Local 275 IAFF \(Recommended by NMFR Joint Finance & Personnel Committee\)](#)

Moved by Ald. Keehan seconded by Ald. Benner to approve the Tentative Agreement with Local 275 as Outlined in the January 14, 2016 summary and subject to ratification by Local 275 IAFF (Recommended by NMFR Joint Finance & Personnel Committee)
General discussion ensued on the agreement.
Motion carried on roll call 8-0.

J. HELD OVER BUSINESS

1. [Ald. Taylor – Motion to Reconsider – R-2-16 - Resolution to Approve the Write Off General Uncollectible Accounts Receivables and Delinquent Personal Property.](#)

Moved by Ald. Taylor to Reconsider R-2-16 Resolution to Approve the Write Off General Uncollectible Accounts Receivables and Delinquent Personal Property.

Motion failed on roll call 3-5.

Ald. Taylor, Zelinski, Benner voted yes. Ald. Nichols, Krautkramer, Olszewski, Keehan, Spencer voted no.
(Clerk's Note: A seconded is not required for a Motion to Reconsider, but it does require a 2/3 vote).

K. ORDINANCES AND RESOLUTIONS

1. [R-3-16 Resolution Approving the Distribution of Remainder Funds from the Tax Incremental Financial District #1 Closure \(Introduced by Ald. Spencer\)](#)

Moved by Ald. Spencer seconded by Ald. Benner to approve R-3-16 Resolution Approving the Distribution Of Remainder Funds from the Tax Incremental Financial District #1 Closure (Introduced by Ald. Spencer)
General discussion ensued on the use of the City's portion of remaining TIF funds since TIF #1 closed.

Motion carried on roll call 6-2.

Ald. Nichols, Krautkramer, Olszewski, Keehan, Spencer, Benner voted yes. Ald. Taylor, Zelinski voted no.

L. APPOINTMENTS

None

M. CLAIMS AGAINST THE CITY

None

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

PC Styka congratulated FC Auxier on his upcoming retirement.

O. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Krautkramer to adjourn at 8:46 p.m.
Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk



MEMORANDUM

TO: Mark Radtke, Director
Public Works

FROM: Melanie Krause, General Manager
Tim Gosz, Water Utility Manager

DATE: January 27, 2016

SUBJECT: Recommendation for Award

At the Regular Meeting on January 27 the Menasha Utilities Commission passed a motion for the Board of Public Works to recommend to the Common Council authorization of award of the 2016 Water Main Reconstruction, Contract A to the low bidder, Don Hietpas & Sons, Inc., in the amount of \$921,465.00. This contract is for Grandview Avenue, Ninth, Racine, Sixth, Milwaukee, Fourth, Broad/Barlow Streets and Island Water Tower-Ahnaip Street.

Additionally, the Menasha Utilities Commission passed a motion for the Board of Public Works to recommend to the Common Council authorization of award of the 2016 Water Main Reconstruction, Contract B to the low bidder, Advance Construction, Inc., in the amount of \$99,185.00. This contract is for Third Street/Brighton Drive.

Copies of supporting documents are enclosed.

McMAHON

ENGINEERS ARCHITECTS

January 23, 2016

Menasha Utilities
Attn: Melanie Krause, General Manager
321 Milwaukee Street
P.O. Box 340
Menasha, WI 54952-0340

Re: Menasha Utilities
2016 Water Main Reconstruction
Contract A – Grandview Avenue, Ninth Street, Racine Street, Sixth Street, Milwaukee Street,
Fourth Street, Broad Street / Barlow Street and Island Water Tower – Ahnaip Street
Letter Of Recommendation
McM. No. M0002-9-15-00685-A

On January 21, 2016, bids were received at Menasha Utilities for the above referenced project. Nine bids were received, ranging in price from \$921,465.00 to \$1,422,830.00 (bid tabulation enclosed).

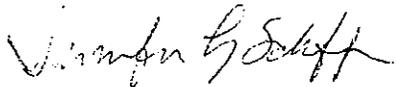
Based upon the bids received, we recommend awarding Contract M0002-9-15-00685-A to the low bidder, Don Hietpas & Sons, Inc., in the amount of \$921,465.00. This is a Unit Price Contract that can be adjusted by Change Order in the future, if necessary, to meet available funds, as stated in the Contract Special Provisions.

If you agree with our recommendation, please date and sign the enclosed Notices of Award, and return all copies to our office for incorporation into the contract documents.

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

Respectfully,

McMAHON



Jennifer L. Schaff, P.E.
Project Engineer

JLS:car

Enclosures: Notice of Awards (3 copies each)
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: DONALD HIETPAS & SONS, INC.
1450 East North Avenue | P.O. Box 166
Little Chute, WI 54140

Contract No. M0002-9-15-00685-A

Project: 2016 WATER MAIN RECONSTRUCTION
Contract A – Grandview Avenue, Ninth Street, Racine Street, Sixth Street,
Milwaukee Street, Fourth Street, Broad Street / Barlow Street and
Island Water Tower – Ahnaip Street
MENASHA UTILITIES | Winnebago & Calumet Counties, Wisconsin

You are notified that your Bid, dated January 20, 2016, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the 2016 Water Main Reconstruction, Contract A - Grandview Avenue, Ninth Street, Racine Street, Sixth Street, Milwaukee Street, Fourth Street, Broad Street / Barlow Street and Island Water Tower – Ahnaip Street for Menasha Utilities, Winnebago & Calumet Counties, Wisconsin.

The Contract Price of your contract is Nine Hundred Twenty-One Thousand Four Hundred Sixty-Five & no/100 Dollars (\$921,465.00).

You must comply with the following conditions precedent within **15-days** of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.1) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

One (1) fully signed counterpart of the Agreement, with the Contract Documents attached, will be returned to you within 15-days after you comply with the above noted conditions.

MENASHA UTILITIES | Winnebago & Calumet Counties, Wisconsin

(authorized signature)

(title)

Witness: _____

00 51 00.00 - 1

BID TABULATION

Owner: MEMASHA UTILITIES | CITY OF MEMASHA
Project Name: 2018 Water Main Reconstruction
Contract No.: 00002-2-15-0085-A
Contract Description: Water Main
Bid Item: 20000 km, local sewer
Project Manager: Jennifer L. Schaff, P.E.

Engineer: MCMORAN
 1445 McWhorter Drive
 P.O. Box 1203
 Heekin, WI 54956 / 920-57-1025

DEWALD UTILITIES & SONS, INC.
 1402 E. North Avenue
 P.O. Box 348
 Utica, WI 54180

WUSZKA CONSTRUCTION, INC.
 3055 W. Wisconsin Ave.
 Green Bay, WI 54311

SOLE PARTNER DEVELOPING, INC.
 1100 W. Wisconsin Ave.
 Marinette, WI 54941

ADVANCE CONSTRUCTION, INC.
 1000 W. Wisconsin Ave.
 Green Bay, WI 54311

DE GROOT, INC.
 1000 W. Wisconsin Ave.
 Green Bay, WI 54311

FRS CONTRACTORS, INC.
 6035 Eastland Road
 Green Bay, WI 54311

DORRER, INC.
 5300 Luverling Road
 Lunenburg, WI 54517

FEARER & SONS CO., INC.
 1609 Park Howard Avenue
 P.O. Box 3817
 Green Bay, WI 54315

DAVID TENDR CORPORATION
 2795 Sawyer Decker Drive
 Green Bay, WI 54311

Item	Qty	Unit	Description	Unit Price	Total
CONTRACT A - Ninth Street					
A-40	2	L.S.	8 inch PVC Water Main	\$138,775.00	\$277,550.00
A-41	130	L.S.	6 inch PVC Water Main (Hydrant Level)	\$50.00	\$6,500.00
A-42	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
A-43	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
A-44	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
A-45	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
A-46	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
A-47	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
A-48	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
A-49	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
SUB-TOTAL (Ninth Street) (Items A-40 through A-49, inclusive)					
				Unit Price	Total
				\$138,775.00	\$277,550.00
CONTRACT A - Broad Street / Below Street					
A-50	60	L.S.	8 inch PVC Water Main	\$47.00	\$2,820.00
A-51	10	L.S.	6 inch PVC Water Main (Hydrant Level)	\$50.00	\$500.00
A-52	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
A-53	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
A-54	3	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$3,000.00
A-55	2	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$2,000.00
A-56	1	L.S.	Turf Restoration	\$600.00	\$600.00
SUB-TOTAL Broad Street / Below Street (Items A-50 through A-56, inclusive)					
				Unit Price	Total
				\$47.00	\$2,820.00
CONTRACT A - Milwaukee Street					
A-57	60	L.S.	8 inch PVC Water Main	\$38.00	\$2,280.00
A-58	10	L.S.	6 inch PVC Water Main (Hydrant Level)	\$50.00	\$500.00
A-59	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
SUB-TOTAL Milwaukee Street (Items A-57 through A-59, inclusive)					
				Unit Price	Total
				\$38.00	\$2,280.00
CONTRACT A - Island Water Tower - Ahnapee Street					
A-60	100	EA	16 inch Cast Iron Water Main	\$150.00	\$15,000.00
A-61	1	EA	16 inch Valve	\$1,000.00	\$1,000.00
A-62	1	EA	12 inch Valve	\$1,000.00	\$1,000.00
SUB-TOTAL Island Water Tower - Ahnapee Street (Items A-60 through A-62, inclusive)					
				Unit Price	Total
				\$150.00	\$15,000.00
TOTAL Contract A (Items A-1 through A-72, inclusive)					
				Unit Price	Total
				\$138,775.00	\$277,550.00

Item	Qty	Unit	Description	Unit Price	Total
CONTRACT B - Milwaukee Street					
B-1	60	L.S.	8 inch PVC Water Main	\$47.00	\$2,820.00
B-2	10	L.S.	6 inch PVC Water Main (Hydrant Level)	\$50.00	\$500.00
B-3	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
B-4	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
B-5	3	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$3,000.00
B-6	2	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$2,000.00
B-7	1	L.S.	Turf Restoration	\$600.00	\$600.00
SUB-TOTAL Milwaukee Street (Items B-1 through B-7, inclusive)					
				Unit Price	Total
				\$47.00	\$2,820.00
CONTRACT B - Island Water Tower - Ahnapee Street					
B-8	100	EA	16 inch Cast Iron Water Main	\$150.00	\$15,000.00
B-9	1	EA	16 inch Valve	\$1,000.00	\$1,000.00
B-10	1	EA	12 inch Valve	\$1,000.00	\$1,000.00
SUB-TOTAL Island Water Tower - Ahnapee Street (Items B-8 through B-10, inclusive)					
				Unit Price	Total
				\$150.00	\$15,000.00
TOTAL Contract B (Items B-1 through B-10, inclusive)					
				Unit Price	Total
				\$150.00	\$15,000.00

Item	Qty	Unit	Description	Unit Price	Total
CONTRACT C - Broad Street / Below Street					
C-1	60	L.S.	8 inch PVC Water Main	\$47.00	\$2,820.00
C-2	10	L.S.	6 inch PVC Water Main (Hydrant Level)	\$50.00	\$500.00
C-3	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
C-4	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
C-5	3	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$3,000.00
C-6	2	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$2,000.00
C-7	1	L.S.	Turf Restoration	\$600.00	\$600.00
SUB-TOTAL Broad Street / Below Street (Items C-1 through C-7, inclusive)					
				Unit Price	Total
				\$47.00	\$2,820.00
CONTRACT C - Island Water Tower - Ahnapee Street					
C-8	100	EA	16 inch Cast Iron Water Main	\$150.00	\$15,000.00
C-9	1	EA	16 inch Valve	\$1,000.00	\$1,000.00
C-10	1	EA	12 inch Valve	\$1,000.00	\$1,000.00
SUB-TOTAL Island Water Tower - Ahnapee Street (Items C-8 through C-10, inclusive)					
				Unit Price	Total
				\$150.00	\$15,000.00
TOTAL Contract C (Items C-1 through C-10, inclusive)					
				Unit Price	Total
				\$150.00	\$15,000.00

Item	Qty	Unit	Description	Unit Price	Total
CONTRACT D - Broad Street / Below Street					
D-1	60	L.S.	8 inch PVC Water Main	\$47.00	\$2,820.00
D-2	10	L.S.	6 inch PVC Water Main (Hydrant Level)	\$50.00	\$500.00
D-3	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
D-4	1	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$1,000.00
D-5	3	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$3,000.00
D-6	2	EA	8 inch PVC Water Main (Hydrant Level)	\$1,000.00	\$2,000.00
D-7	1	L.S.	Turf Restoration	\$600.00	\$600.00
SUB-TOTAL Broad Street / Below Street (Items D-1 through D-7, inclusive)					
				Unit Price	Total
				\$47.00	\$2,820.00
CONTRACT D - Island Water Tower - Ahnapee Street					
D-8	100	EA	16 inch Cast Iron Water Main	\$150.00	\$15,000.00
D-9	1	EA	16 inch Valve	\$1,000.00	\$1,000.00
D-10	1	EA	12 inch Valve	\$1,000.00	\$1,000.00
SUB-TOTAL Island Water Tower - Ahnapee Street (Items D-8 through D-10, inclusive)					
				Unit Price	Total
				\$150.00	\$15,000.00
TOTAL Contract D (Items D-1 through D-10, inclusive)					
				Unit Price	Total
				\$150.00	\$15,000.00

10% Bid Bond
 Yes - #1 and #2

BID TABULATION

Owner: **POKASIA UTILITIES / CITY OF WESTBURY**
 Project Name: **2015 Water Main Reconstruction**
 Contact Name: **John J. O'Connell**
 Bid Date: **January 21, 2016**
 Bid Time: **10:00 AM**
 Project Manager: **Jennifer L. Schell, P.E.**

Engineer: **HEWLETT**
 1445 McManahan Drive
 P.O. Box 1025
 Westbury, WI 54986 / 4957-1025

DE GROOT, INC.
 601 Sherman Road
 Green Bay, WI 54311

FPI CONTRACTORS, INC.
 4075 Hamilton
 Green Bay, WI 54311

DOHNEK, INC.
 506 Luxemburg Road
 Luxemburg, WI 54157

FEAKER & SONS CO., INC.
 1609 Fort Howard Avenue
 De Pere, WI 54115

DAVID TENOR CORPORATION
 2798 Dewey Decker Drive
 Green Bay, WI 54315

DONALD HEINIS & SONS, INC.
 1000 Wisconsin Avenue
 P.O. Box 1461
 Little Chute, WI 54140

MUSICK CONSTRUCTION, INC.
 1000 Wisconsin Avenue
 P.O. Box 1461
 Little Chute, WI 54140

DON L. PAHNER EXCAVATING, INC.
 1000 Wisconsin Avenue
 Little Chute, WI 54140

ADVANCE CONSTRUCTION, INC.
 1000 Wisconsin Avenue
 Little Chute, WI 54140

DE GROOT, INC.
 601 Sherman Road
 Green Bay, WI 54311

FPI CONTRACTORS, INC.
 4075 Hamilton
 Green Bay, WI 54311

DOHNEK, INC.
 506 Luxemburg Road
 Luxemburg, WI 54157

FEAKER & SONS CO., INC.
 1609 Fort Howard Avenue
 De Pere, WI 54115

DAVID TENOR CORPORATION
 2798 Dewey Decker Drive
 Green Bay, WI 54315

CONTRACT A - Ninth Street and Racine Street

Item	Qty	Unit	Description	Unit Price	Total
A-1	840	L.F.	8 inch PVC Water Main	\$53.00	\$44,520.00
A-2	39	L.F.	6 inch PVC Water Main (Hydrant Tees)	\$1,100.00	\$42,900.00
A-3	2	EA	12 inch PVC Water Main	\$1,100.00	\$2,200.00
A-4	3	EA	Hydrant With Auxiliary Valve	\$1,000.00	\$3,000.00
A-5	8	EA	Short S/S Service Replacement	\$1,000.00	\$8,000.00
A-6	8	EA	Long S/S Service Replacement	\$1,000.00	\$8,000.00
A-7	1	EA	Replicate Storm Sewer Head	\$1,000.00	\$1,000.00
A-8	1	EA	Replicate Storm Sewer Manhole	\$1,000.00	\$1,000.00
A-9	1	L.S.	Relocate Storm Pipe (W/ODOT Plan, Southwest Side)	\$7,500.00	\$7,500.00
A-10	1	L.S.	Relocate Storm Pipe (W/ODOT Plan, Northeast Side)	\$7,500.00	\$7,500.00
A-11	1	L.S.	Turf Restoration	\$8,000.00	\$8,000.00
				\$2,000.00	\$2,000.00
					\$28,220.00

SUB-TOTAL Ninth Street and Racine Street (Items A-1 through A-12, include)

Unit Price Total
 \$131,931.00 \$131,931.00

FEAKER & SONS CO., INC.

Unit Price Total
 \$102.00 \$84,800.00

DOHNEK, INC.

Unit Price Total
 \$76.00 \$64,800.00

DAVID TENOR CORPORATION

Unit Price Total
 \$31.00 \$26,400.00

CONTRACT A - Sixth Street

Item	Qty	Unit	Description	Unit Price	Total
A-13	10	L.F.	8 inch PVC Water Main	\$113.00	\$1,130.00
A-14	10	L.F.	6 inch PVC Water Main	\$146.65	\$1,466.50
A-15	100	L.F.	12 inch PVC Water Main	\$100.00	\$10,000.00
A-17	90	L.F.	8 inch Water Main (Hydrant Tees)	\$150.00	\$13,500.00
A-18	1	EA	Replicate Storm Sewer Head	\$900.00	\$900.00
A-19	1	EA	Replicate Storm Sewer Manhole	\$900.00	\$900.00
A-20	1	EA	8 inch Valve	\$1,050.00	\$1,050.00
A-21	20	EA	8 inch Valve	\$1,453.00	\$29,060.00
A-22	1	EA	Replicate Storm Sewer Head	\$1,000.00	\$1,000.00
A-23	1	EA	Replicate Storm Sewer Manhole	\$1,000.00	\$1,000.00
A-24	20	EA	Short S/S Service Replacement	\$1,000.00	\$20,000.00
A-25	35	EA	Long S/S Service Replacement	\$1,481.00	\$51,795.00
A-26	2	EA	Replicate Storm Sewer Head	\$1,000.00	\$2,000.00
A-27	1	EA	Replicate Storm Sewer Manhole	\$1,000.00	\$1,000.00
A-28	1	L.S.	Temporary Water Service	\$1,000.00	\$1,000.00
A-29	1	L.S.	Turf Restoration	\$1,354.31	\$1,354.31
				\$65,350.00	\$65,350.00

SUB-TOTAL Sixth Street (Items A-13 through A-29, include)

Unit Price Total
 \$65,350.00 \$65,350.00

FEAKER & SONS CO., INC.

Unit Price Total
 \$113.00 \$1,130.00

DOHNEK, INC.

Unit Price Total
 \$146.65 \$1,466.50

DAVID TENOR CORPORATION

Unit Price Total
 \$100.00 \$10,000.00

CONTRACT A - Fourth Street

Item	Qty	Unit	Description	Unit Price	Total
A-30	10	L.F.	8 inch PVC Water Main	\$100.00	\$1,000.00
A-31	765	L.F.	4 inch PVC Water Main	\$39,190.00	\$30,000,000.00
A-32	50	L.F.	10 inch Ductile Iron Pipe	\$4,750.00	\$237,500.00
A-33	1	EA	Replicate Storm Sewer Head	\$900.00	\$900.00
A-34	1	EA	Replicate Storm Sewer Manhole	\$900.00	\$900.00
A-35	3	EA	8 inch Valve	\$1,455.00	\$4,365.00
A-36	1	EA	10 inch Valve	\$2,200.00	\$2,200.00
A-37	9	EA	Hydrant With Auxiliary Valve	\$4,035.00	\$36,315.00
A-38	2	EA	Replicate Storm Sewer Head	\$1,000.00	\$2,000.00
A-39	2	EA	Replicate Storm Sewer Manhole	\$1,000.00	\$2,000.00
A-40	1	L.S.	Turf Restoration	\$7,950.00	\$7,950.00
				\$1,030.00	\$1,030.00

SUB-TOTAL Fourth Street (Items A-30 through A-40, include)

Unit Price Total
 \$76,200.00 \$76,200.00

FEAKER & SONS CO., INC.

Unit Price Total
 \$100.00 \$1,000.00

DOHNEK, INC.

Unit Price Total
 \$39,190.00 \$30,000,000.00

DAVID TENOR CORPORATION

Unit Price Total
 \$4,750.00 \$237,500.00

CONTRACT A - Grandview Avenue

Item	Qty	Unit	Description	Unit Price	Total
A-41	10	L.F.	8 inch PVC Water Main	\$49.50	\$495.00
A-42	1	EA	Replicate Storm Sewer Head	\$500.00	\$500.00
A-43	2	EA	Replicate Storm Sewer Manhole	\$1,315.00	\$2,630.00
A-44	15	EA	Short S/S Service Replacement	\$1,000.00	\$15,000.00
A-45	15	EA	Long S/S Service Replacement	\$1,500.00	\$22,500.00
A-46	16	EA	Replicate Storm Sewer Head	\$1,000.00	\$16,000.00
A-47	1	EA	Replicate Storm Sewer Manhole	\$1,700.00	\$1,700.00
A-48	1	L.S.	Turf Restoration	\$1,800.00	\$1,800.00
				\$50,000.00	\$50,000.00

SUB-TOTAL Grandview Avenue (Items A-41 through A-48, include)

Unit Price Total
 \$50,000.00 \$50,000.00

FEAKER & SONS CO., INC.

Unit Price Total
 \$49.50 \$495.00

DOHNEK, INC.

Unit Price Total
 \$500.00 \$500.00

DAVID TENOR CORPORATION

Unit Price Total
 \$1,315.00 \$2,630.00

Click on the hyperlink to view the full bid tabulation. (Items A-1 through A-48, include)



MEMORANDUM

TO: Mark Radtke, Director
Public Works

FROM: Melanie Krause, General Manager
Tim Gosz, Water Utility Manager

DATE: January 27, 2016

SUBJECT: Recommendation for Award

At the Regular Meeting on January 27 the Menasha Utilities Commission passed a motion for the Board of Public Works to recommend to the Common Council authorization of award of the 2016 Water Main Reconstruction, Contract A to the low bidder, Don Hietpas & Sons, Inc., in the amount of \$921,465.00. This contract is for Grandview Avenue, Ninth, Racine, Sixth, Milwaukee, Fourth, Broad/Barlow Streets and Island Water Tower-Ahnaip Street.

Additionally, the Menasha Utilities Commission passed a motion for the Board of Public Works to recommend to the Common Council authorization of award of the 2016 Water Main Reconstruction, Contract B to the low bidder, Advance Construction, Inc., in the amount of \$99,185.00. This contract is for Third Street/Brighton Drive.

Copies of supporting documents are enclosed.

McMAHON

ENGINEERS ARCHITECTS

January 23, 2016

Menasha Utilities
Attn: Melanie Krause, General Manager
321 Milwaukee Street
P.O. Box 340
Menasha, WI 54952-0340

Re: Menasha Utilities
2016 Water Main Reconstruction
Contract B -- Third Street / Brighton Drive
Letter Of Recommendation
McM. No. M0002-9-15-00685-B

On January 21, 2016, bids were received at Menasha Utilities for the above referenced project. Five bids were received, ranging in price from \$99,185.00 to \$139,650.00 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract M0002-9-15-00685-B to the low bidder, Advance Construction, Inc., in the amount of \$99,185.00.

If you agree with our recommendation, please date and sign the enclosed Notices of Award, and return all copies to our office for incorporation into the contract documents.

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

Respectfully,

McMAHON



Jennifer L. Schaff, P.E.
Project Engineer

JLS:car

Enclosures: Notice of Awards (3 copies each)
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: ADVANCE CONSTRUCTION, INC.
2141 Woodale Avenue
Green Bay, WI 54313

Contract No. M0002-9-15-00685-B

Project: 2016 WATER MAIN RECONSTRUCTION
Contract B – Third Street / Brighton Drive
MENASHA UTILITIES | Winnebago & Calumet Counties, Wisconsin

You are notified that your Bid, dated January 21, 2016, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the 2016 Water Main Reconstruction, Contract B – Third Street / Brighton Drive for Menasha Utilities, Winnebago & Calumet Counties, Wisconsin.

The Contract Price of your contract is Ninety-Nine Thousand One Hundred Eight-Five & no/100 Dollars (\$99,185.00).

You must comply with the following conditions precedent within **15-days** of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.1) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

One (1) fully signed counterpart of the Agreement, with the Contract Documents attached, will be returned to you within 15-days after you comply with the above noted conditions.

MENASHA UTILITIES | Winnebago & Calumet Counties, Wisconsin

(authorized signature)

(title)

Witness: _____

00 51 00.00 - 1

BID TABULATION

Owner: MENASHA UTILITIES | CITY OF MENASHA
 Project Name: 2016 Water Main Reconstruction
 Contract No. M0003-9-15-00616-8
 BID Date: January 21, 2016
 BID Time: 10:00 A.M., local time
 Project Manager: Jennifer L. Schaff, P.E.

Engineer: MEMAHON
 1445 McMahon Drive
 P.O. Box 1025
 Neenah, WI 54956 / 54957-1025

ADVANCE CONSTRUCTION, INC.
 2141 Woodland Avenue
 Green Bay, WI 54313

KRUCZEK CONSTRUCTION, INC.
 3616 Kewaunee Road
 Green Bay, WI 54311

DE GROOT, INC.
 4201 Champion Road
 Green Bay, WI 54311

PTS CONTRACTORS, INC.
 4075 Eaton Road
 Green Bay, WI 54311

DORNER, INC.
 6506 Luxemburg Road
 P.O. Box 129
 Luxemburg, WI 54217

CONTRACT B - Third Street / Brighton Drive

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B-1	1	L.S.	Directional Bore 8 inch Water Main (Estimated at 300 L.F.)	\$50,000.00	\$50,000.00	\$71,202.12	\$71,202.12	\$71,202.12	\$71,202.12	\$71,202.12	\$71,202.12	\$71,202.12	\$71,202.12
B-2	1	L.S.	6 inch PVC Water Main	\$5,000.00	\$5,000.00	\$2,150.39	\$2,150.39	\$2,150.39	\$2,150.39	\$2,150.39	\$2,150.39	\$2,150.39	\$2,150.39
B-3	130	L.F.	8 inch PVC Water Main	\$85.00	\$11,050.00	\$188.56	\$24,512.80	\$188.56	\$24,512.80	\$188.56	\$24,512.80	\$188.56	\$24,512.80
B-4	1	L.S.	12 inch PVC Water Main	\$6,500.00	\$6,500.00	\$3,666.30	\$3,666.30	\$3,666.30	\$3,666.30	\$3,666.30	\$3,666.30	\$3,666.30	\$3,666.30
B-5	1	EA	8 inch Valve	\$985.00	\$985.00	\$1,244.25	\$1,244.25	\$1,244.25	\$1,244.25	\$1,244.25	\$1,244.25	\$1,244.25	\$1,244.25
B-6	1	EA	8 inch Valve	\$1,390.00	\$1,390.00	\$1,697.04	\$1,697.04	\$1,697.04	\$1,697.04	\$1,697.04	\$1,697.04	\$1,697.04	\$1,697.04
B-7	1	EA	12 inch Valve	\$2,300.00	\$2,300.00	\$2,816.74	\$2,816.74	\$2,816.74	\$2,816.74	\$2,816.74	\$2,816.74	\$2,816.74	\$2,816.74
B-8	1	EA	Hydrant (East Side of Slough)	\$3,500.00	\$3,500.00	\$3,492.77	\$3,492.77	\$3,492.77	\$3,492.77	\$3,492.77	\$3,492.77	\$3,492.77	\$3,492.77
B-9	1	EA	Relocate Hydrant (West Side of Slough)	\$4,500.00	\$4,500.00	\$4,072.89	\$4,072.89	\$4,072.89	\$4,072.89	\$4,072.89	\$4,072.89	\$4,072.89	\$4,072.89
B-10	1	EA	Valve Machine (Including All Materials and Sampling Taps)	\$10,000.00	\$10,000.00	\$15,204.81	\$15,204.81	\$15,204.81	\$15,204.81	\$15,204.81	\$15,204.81	\$15,204.81	\$15,204.81
B-11	1	L.S.	Turf Barrels	\$9,000.00	\$9,000.00	\$9,535.00	\$9,535.00	\$9,535.00	\$9,535.00	\$9,535.00	\$9,535.00	\$9,535.00	\$9,535.00
B-12	1	L.S.	Traffic Control Plan, Devices and Implementation	\$3,000.00	\$3,000.00	\$2,525.00	\$2,525.00	\$2,525.00	\$2,525.00	\$2,525.00	\$2,525.00	\$2,525.00	\$2,525.00
B-13	1	L.S.	Erosion Control Plan, Devices and Implementation	\$1,300.00	\$1,300.00	\$2,020.00	\$2,020.00	\$2,020.00	\$2,020.00	\$2,020.00	\$2,020.00	\$2,020.00	\$2,020.00
TOTAL Contract B (Items B-1 through B-13, inclusive)				\$11,000.00	\$11,000.00	\$138,230.05							

| Bid Security | 10% Bid Bond |
|------------------|------------------|------------------|------------------|------------------|------------------|
| Year - #1 and #2 |
Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No

C:\Users\jambroz\AppData\Local\Microsoft\Windows\Internet Explorer\Internet\Files\Contract\2016\2016-15-00616-8

City of Menasha

SPECIAL ZONING APPROVAL

Owner Skogen's Festival Foods Case or Plan No. _____
 Address 237 2nd Avenue South, Onalaska WI 54650 Fee \$350.00
 Applicant (if different than Owner) Creative Sign Company - Kelli Lax
 Address 1435 Oneida Street, Menasha, WI
 Zoning C-1 Parcel Number(s) 7-00052-11

PLEASE INDICATE WHICH REQUEST IS BEING MADE

- | | | |
|---|---|--|
| <input type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Special Use | <input type="checkbox"/> Flood Plain Map Amendment |
| <input type="checkbox"/> Appeal or Variance | <input type="checkbox"/> PUD Plan Approval | |

Description of Request: We are requesting approval for this property to be a "Business Center" to allow for a business center sign to provide signage for the anchor Festival Foods as well as two (2) additional businesses. with an overall height of 20' and a total SF of 99.5

Owner/Agent *Kelli Lax* 1-7-16
Signature

(If applicable) Formal Hearing February 15, 2016
 Informal Hearing February 2, 2016 Notice Mailed January 27, 2016
 Notice Mailed January 27, 2016 ~~Notice Mailed~~ _____

Action Taken: _____ 20__
 APPROVED DENIED

Conditions (if any): _____



January 27, 2016

RE: Special Use Permit Application for 1435 Oneida Street (Parcel No. 7-00052-11)

Dear Property Owner:

Creative Sign Company has applied for a Special Use Permit on behalf of Skogen's Festival Foods for parcel number 7-00052-11 located at 1435 Oneida Street. The Special Use Permit has been requested to install a Business Center Sign. The subject site is zoned C-1 General Commercial District and requires a Special Use Permit per Sec. 13-1-67(c)(1) of the Municipal Code.

The City of Menasha Plan Commission will be considering this request at an informal public hearing on Tuesday, February 2, 2016 at 3:30 p.m. or shortly thereafter in the City Hall Council Chambers at 140 Main Street, Menasha.

The City of Menasha Common Council will also be considering this request at a formal public hearing scheduled for Monday, February 15, 2016 at 6:00 p.m. or shortly thereafter in the City Hall Council Chambers, 140 Main Street, Menasha.

A copy of the public hearing notice for the special use permit is attached along with an area map identifying the location of the property and a rendering of the proposed business center sign.

Persons interested in this matter will be given an opportunity to comment on the request; written comments will also be considered. The City of Menasha is notifying you because you own property within one hundred (100) feet of the proposed special use. If you have any questions, please contact me.

Sincerely,

Kristi Heim
Community Development Coordinator

C: Plan Commission ✓
City Clerk Galeazzi

**City of Menasha
Public Hearings**

NOTICE IS HEREBY GIVEN that public hearings will be held by the Menasha Plan Commission and Common Council on an application for a Special Use Permit by Creative Sign Company on behalf of Skogen's Festival Foods for a Business Center Sign as required by Sec. 13-1-67(c)(1) of the Municipal Code. This Special Use Permit is being requested for Parcel Number 7-00052-11, zoned C-1: General Commercial, located at 1435 Oneida Street, City of Menasha, Calumet County, Wisconsin. The Plan Commission will hold its informal public hearing on Tuesday, February 2, 2016 at 3:30 PM, or shortly thereafter, in the Council Chambers of Menasha City Hall located at 140 Main Street, Menasha, WI 54952. The Common Council will hold its formal public hearing on this matter at 6:00 PM, or shortly thereafter, on Monday, February 15, 2016 at the same location. All persons interested in commenting on the application for this Special Use Permit are invited to attend or submit written comments to the Community Development Department.

Deborah A. Galeazzi, WCMC
City Clerk

Run: Jan. 30 & February 7, 2016

Speical Use Location Proposed Business Center Sign 1435 Oneida Street

Parcel Number 7-00052-11



CLIENT: FESTIVAL FOODS
LOCATION: 1405 ONEIDA ST, MENASHA, WI
DRAWN BY: ALS
SALESPERSON: KELLI LAX
DATE: 11/23/15
DESIGN #: D9644
PAGE: 7

REVISION LOG:	INTL	DATE	DESCRIPTION
	ALS	12/11/15	ADDED MONUMENT OPT / SITE PLAN
	ALS	12/21/15	ADDED MONUMENT OPT / SITE PLAN
	ALS	01/04/16	ADDED MONUMENT OPT / SITE PLAN

MONUMENT SIGN

QUANTITY: 1 D/F ILLUM MONUMENT SIGNS
LIGHTING: LED (WHITE)
CABINETS: FABRICATED ALUM (24"D)
RETAINER: 3"
FACES: TRANSLUCENT LEXAN
GRAPHICS: DIGITAL PRINT, 1ST & 2ND SURFACE
VINYL: PREMIUM CLEAR WITH GLOSS LAM

BASE: SPLIT FACE BLOCK, PAINTED P-1
W FABRICATED CAP PAINTED P-2
BASE & CAP BY OTHERS
**OPTION: FAUX STONE BASE W/
FABRICATED ALUMINUM CAP BY
CREATIVE SIGN COMPANY**

INSTRUCTION: PRODUCE & INSTALL MONUMENT SIGNS IN
LOCATION DETERMINED BY CLIENT

FESTIVAL CABINET: 62 SQ FT EACH SIDE
TENANT FACES: 38 SQ FT EACH SIDE
TOTAL: 100 SQ FT EACH SIDE

COLORS:

- P-1 DRYVIT STANDARD FINISH SANDPEBBLE AWNING RED
- P-2 DRYVIT STANDARD FINISH SANDPEBBLE BONE WHITE
- P-3 DRYVIT STANDARD FINISH SANDPEBBLE COLONY BUFF
- C-4 BLACK
- C-5 WHITE
- C-6 PMS 361 C GREEN
- C-7 PMS 1375 C ORANGE
- C-8 PMS 108 C YELLOW

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

DATE

A MONUMENT SIGN
1 SCALE: 3/8" = 1"

SITE SURVEY REQUIRED PRIOR TO FABRICATION



BASE AND CAP BY OTHERS
FOUNDATION BY CREATIVE SIGN COMPANY
**OPTION: FAUX STONE BASE PAINTED P-1 W/
FABRICATED ALUMINUM CAP PAINTED P-2**

UMENT: OPT 4B

A NIGHT VIEW
2 SCALE: NTS





Memorandum

To: Common Council
From: Greg Keil, CDD *CK*
Date: February 9, 2016
RE: Property Acquisition for Province Terrace Trail Extension

Our engineering consultant for the Province Terrace Trail, Corre Inc., has successfully negotiated the acquisition of one of the two parcels required for the trail extension. The subject property is the rectangular parcel outlined in red on the attached drawing. The 6.2 acre parcel is within the Town of Harrison and is owned by Ruth Petrie. The 2015 appraised value of the property was \$3,000/acre totaling \$18,600. The agreed upon purchase price is \$3,500/acre for a total of \$21,700. I am hereby requesting authorization to proceed with the purchase of the Petrie property for \$21,700 utilizing TID #9 budgeted funds.

The other property to be acquired is owned by Convenience Store Investments, the real estate arm of Kwik Trip. This 13.94 acre parcel has a 2015 appraised value of \$41,900. We have requested Convenience Store Investments to donate this property to the city. Such request was received favorably, but we have yet to finalize the details of the contribution.





Memorandum

To: Common Council
From: Greg Keil, CDD *GK*
Date: February 11, 2016
RE: Second Restated Protective Covenants for Lake Park Villas

If approved, the above referenced document will replace and supersede the Restated Protective Covenants for Lake Park Villas which were adopted in 2006. The major changes to the 2006 document include the following:

- The deletion of references to WISCO (the former developer and exclusive builder in LPV.)
- The deletion of references to the Fitness Center and Clubhouse
- The deletion of references to phases of the LPV development (the area of the planned future phases are now the Cottages at Lake Park and Ponds of Menasha Development).
- The transfer of most of the obligations from the City of Menasha to The Redevelopment Authority of the City of Menasha (this is due to the sale of vacant lots from the city to the RDA in 2011).
- A revised legal description as necessitated by the sale of vacant land to the developers of the Cottages at Lake Park and the Ponds of Menasha as well as lot reconfigurations resulting from various Certified Survey Maps.

A major goal of updating the covenants is to delete obsolete references and otherwise clarify the covenants for prospective purchasers of LPV lots and existing homes. Upon approval by the city and RDA, the covenants must be approved by two-thirds of the lot owners in LPV.

Draft
2/2/16
SECOND RESTATED
PROTECTIVE COVENANTS FOR
LAKE PARK VILLAS -

IN RE:

Lots 18-32, 35-38, 45-47, 62-64, 70-72, 74, 77, 81-82, 84-85, 88-93, 95-97, 101-108, 110-118 and 121-132 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lots 2-14, 18-22 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Lot One (1) of Certified Survey Map No. 2768, City of Menasha, Calumet County, Wisconsin.

Lots One (1) and Two (2) of Certified Survey Map No. 2771, City of Menasha, Calumet County, Wisconsin.

Lots One (1), Two (2) and Three (3) of Certified Survey Map No. 2735, City of Menasha, Calumet County, Wisconsin.

Lot One Hundred and Nine (109) of Certified Survey Map No. 2820, City of Menasha, Calumet County, Wisconsin.

Lot Ninety-four (94) of Certified Survey Map No. 2821, City of Menasha, Calumet County, Wisconsin.

Lot One (1) of CSM 2922, City of Menasha, Calumet County, Wisconsin.

Lots One(1), Two(2), Three (3) and Four (4) of Certified Survey Map No. 2953, City of Menasha, Calumet County, Wisconsin.

Lots One(1) of Certified Survey Map No. 3509, City of Menasha, Calumet County, Wisconsin.

Lots One(1), Two(2), Three (3) and Four (4) of Certified Survey Map No. 3510, City of Menasha, Calumet County, Wisconsin.

Lots One(1), Two(2), Three (3) and Four (4) of Certified Survey Map No. 3511, City of Menasha, Calumet County, Wisconsin.

AND ALSO:

Outlots 1-3, 6, 7, Outlot 12 less Certified Survey Map No. 3511, Outlots 13-17, Outlot 18 less Certified Survey Map No. 2821, Outlot 19 less Certified Survey Map No. 2735, Outlot 20 less

Certified Survey Map No. 2771, Outlot 21 less Certified Survey Map No. 2820, Outlots 22-23, Outlot 25 less Certified Survey Map 3509, Outlots 26-27 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Outlot 2 of CSM 3277, City of Menasha, Calumet County, Wisconsin.

Outlots 1 – 3, 5 – 7 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

These Second Restated Protective Covenants for Lake Park Villas are entered into, by and among, all of the undersigned parties who are current owners of certain of the above referenced lots and outlots in Lake Park Villas, a subdivision located in the City of Menasha, Calumet County, Wisconsin, and all of whom are hereinafter collectively referred to as the “Owners”.

RECITALS

A. A document entitled “Protective Covenants for Lake Park Villas Homeowners was executed on June 5, 2003 and was recorded with the Calumet County Register of Deeds on June 16, 2003 as Document No. 358573. This document was superseded and replaced by the “Restated Protective Covenants for Lake Park Villas”, recorded with the Calumet County Register of Deeds on June 1, 2006 as Document No. 405538, and as amended by “Amendment No. 1 to Restated Protective Covenants for Lake Park Villas”, recorded with the Calumet County Register of Deeds on April 21, 2008 as Document No. 428533.

B. Paragraph 17 of such recorded Restated Protective Covenants for Lake Park Villas Homeowners provides that they “may be amended, modified, supplemented, or fully or partially terminated only upon an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association which votes shall be cast in writing, and following which these Restated Covenants shall be modified by a recordable instrument signed by the president and secretary of the Association”. The “Association” is defined in such document as being the Lake Park Villas – Phase 2 - Homeowners’ Association, Inc. The Owners are collectively the holders of votes in the Association in excess of the two-thirds (2/3) vote required by such paragraph 17.

C. The Owners, who are also members of the Lake Park Villas Homeowners’ Association, Inc., desire in this document to fully restate, in their entirety, the certain limitations, restrictions and other covenants to which the above described lots and outlots within Lake Park Villas are subjected. Furthermore, the Owners intend that these Second Restated Protective Covenants for Lake Park Villas (hereinafter the “Restated Covenants”) fully supersede and replace those prior Restated Protective Covenants for Lake Park Villas Homeowners recorded as Document No. 405538 and Amendment No. 1 thereto recorded as Document No. 428533.

RESTATED PROTECTIVE COVENANTS

The following Restated Covenants are hereby imposed:

1. Residential Purposes Only. With the exceptions of Lots 45-47 of Lake Park Villas, Lot 1 of CSM 2922, Lots 1-4 of CSM 2953, and Lots 1-4 of CSM 3510 all lots shall be used only for what is commonly known as single family residential purposes. Lots 45-47 of Lake Park Villas, Lot 1 of CSM 2922, Lots 1-4 of CSM 2953, and Lots 1-4 of CSM 3510 may be used for so-called “townhouse” residential construction consisting of multi-unit family residences straddling the lot lines of two or more lots with such effected lots being subject to a separate Zero-Lot-Line Property Owners’ Agreement and Restrictive Covenants document.

2. Lot Ownership and Lot-Related Expenses.

A. Definition of “Lot”. For purposes of these Restated Covenants, the term “lot” shall mean the following:

(1) A single parcel of property to which a specific number is allocated and as shown on the recorded Plat or Replat of Lake Park Villas (sometimes hereinafter referred to as a “Platted Lot”); and

(2) A single parcel of property designated by the word “Lot” followed by a specific number associated with such lot and as shown on a recorded Certified Survey Map (sometimes hereinafter referred to as a “Certified Survey Map Lot”).

Further attributes of a lot shall include the assignment by the City of Menasha (City) of a single tax parcel identification number to such lot and that construction thereon is limited to a single dwelling.

It is acknowledged that several Certified Survey Maps have been created, approved, and recorded whereby Platted Lots have been “reconfigured”. Such reconfiguration has included the establishment of new lot lines for a single Platted Lot by “attaching” thereto a portion of an immediately adjacent Outlot. Such reconfiguration has included the establishment of new lot lines for a single Platted Lot by “detaching” therefrom a portion of such lot and “attaching” thereto a portion of an immediately adjacent Outlot. Finally, such reconfiguration has included the combination of multiple Platted Lots into a new single Certified Survey Map Lot or Lots.

B. Lot Ownership and Lot-Related Expenses. Each owner of a lot is the sole and exclusive owner of that entire lot. All buildings and other improvements to a lot (other than public utilities thereon) such as homes, patios, decks and driveways, are privately and exclusively owned by each respective lot owner. No portion of any lot is commonly owned with any other lot owner or the “Association” (as hereinafter defined). Except for what hereinafter may be defined to be an obligation of the Association, each owner of a lot upon which a home exists shall be solely responsible for all costs of maintenance, repairs and replacements pertaining to all building and improvements located on such lot. Such individual lot owner shall, for example, be responsible for painting, repairing, replacing and decorating the interior and exterior of their respective home, and for maintenance and repair of decks, patios, walkways, stoops, and driveways.

The architectural integrity of each home shall be maintained with the same quality, color, design and architectural harmony of its original construction in the event repairs or replacements are made. Except for what hereinafter may be defined to be an obligation of the Association, until the commencement of construction on a lot, such lot owner shall bear sole responsibility for any necessary or required maintenance/upkeep of the lot relative to the periodic cutting of brush, weeds or long grass and the disposal of any trash or waste therefrom. Each lot owner shall also be solely responsible for all real estate taxes, special assessments for public improvements, insurance, and other costs and expenses related exclusively to such lot. However, nothing in this paragraph shall prohibit the Association from assuming the obligation for certain repair and maintenance responsibilities as expressly set forth in these Restated Covenants, or in the Bylaws, or in the Rules and Regulations adopted by the Association .

3. Lake Park Villas – Phase 2 – Property Owners’ Association, Inc. The existing Wisconsin nonstock, nonprofit corporation, Lake Park Villas – Phase 2 -Homeowners’ Association, Inc., shall amend its Articles of Incorporation to provide that its name be changed to Lake Park Villas Property Owners’ Association, Inc. (hereinafter referred to as the “Association”). The Owners (fee simple ownership as distinguished from a mortgage holder or security holder) of all lots (as distinguished from and not including the outlots) shall automatically be members of the Association. The Association shall have only one class of members. The purposes of the Association shall include, but not be limited to, the following:

- a. To provide any necessary or required maintenance/upkeep of an unimproved lot such as the periodic cutting of brush, weeds, or long grass and the disposal of any trash or waste therefrom and to provide ongoing landscape care, lawn cutting, and lawn care services to an improved lot and to provide snow removal from walkways and driveways of an improved lot;
- b. To own, maintain, improve, police, preserve, and protect for the use of its members various Outlots in Lake Park Villas as hereinafter described in paragraph 7 6;
- c. To aid and cooperate with the members of the Association in the enforcement of the provisions of these Second Restated Covenants as well as provisions contained in the Association’s Bylaws and the Rules and Regulations promulgated under such Bylaws.
- d. To arrange social and recreational functions for its members.
- e. To monitor actions by other organizations, and City, county, state and federal governments as those actions may affect the quality of Lake Park Villas (including those actions which are outside the boundaries of Lake Park Villas);
- f. To promote actions by City, county, state and federal governments as those actions would enhance the quality of Lake Park Villas (including those actions which are outside the boundaries of Lake Park Villas); and

g. To join with other property owners' associations adjacent to Lake Park Villas or with other owners of lots adjacent to Lake Park Villas, as necessary, to promote or coordinate the previously described purposes.

4. Association Voting Rights. Each member in good standing (as determined by Association Bylaws or the Rules and Regulations promulgated thereunder) shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more persons own a lot, only one vote for such lot shall be allowed and the joint owners shall designate and register with the Secretary of the Association the name of the owner entitled to cast such single vote.

5. Association Fees and Assessments.

A. Determination of Annual and Special Assessments.

(1) The Association shall establish an annual budget in advance for each calendar year of all Association expenses for such year which may be required for the proper operation and management of the Association and for the ownership, maintenance, improvement, policing, preservation and/or protection of the Lake Park Villas Outlots owned by the Association. Review and discussion and approval of such annual budget shall be an agenda item at each annual members' meeting of the Association. Copies of such budget shall be delivered to each member along with the notice of annual meeting, if not before.

(2) Special assessments, other than those described in subparagraph (1) above, may be made by the Association pursuant to section 779.70, Wis. Stats.

B. Allocation of Assessments. Unless otherwise provided under section 779.70, Wis. Stats., and specifically excepting RDA-owned lots which are provided for in paragraph G hereafter, all assessments levied shall be equal in amount against each lot. Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the board of directors.

C. Collection of and Interest Upon Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of eighteen percent (18%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the lot owner for the collection of any unpaid assessment.

D. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the lots on which they are assessed, if a claim for lien is filed within six (6) months from the date of the levy in conformity with the provisions of section 779.70, Wis. Stats.

E. Enforcement of Lien. Enforcement of such lien by the corporation shall be in conformity with the provisions of section 779.70, Wis. Stats.

F. Assignment of Fees and Assessments. In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

G. RDA Exclusion from Association Fees and Assessments. The RDA is hereby specifically exempted from the payment of the Association fees and assessments in the same manner as other lot owners as provided for in paragraphs A through F above. However, the RDA is still responsible for those individual lot-related expenses and obligations set forth in paragraph 3 above, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Furthermore, as a member of the Association, the RDA is responsible for its respective pro-rata share (based upon the number of lots which it owns in Lake Park Villas versus the total number of lots in Lake Park Villas) of maintenance and repair costs of those Outlots owned by the Association and also certain Association administrative costs and expenses, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. Upon the conveyance of a lot by the RDA to any purchaser, the obligation to pay Association fees and assessments shall commence upon the first day of the first full month following the earliest of either (a) the commencement of occupancy within a completed dwelling upon such lot (b) the completion of the installation of the driveway/sidewalk or landscaping upon such lot or (c) twelve (12) months following the closing date of the conveyance of such lot by the RDA to such purchaser. Under such circumstances and until the commencement of the payment of Association fees and assessments, the RDA shall remain responsible for those individual lot-related expenses and obligations set forth in paragraph 2 above, the assessment and payment of which are all as more specifically set forth in the Association Bylaws and the Rules and Regulations promulgated thereunder. In the event that, at anytime and for whatever reason, the RDA is unable to make any of its payment obligations hereunder, the City shall promptly pay such obligations.

6. Outlot Status. Following is a listing of certain Lake Park Villas Outlots. The Outlots are vacant parcels of property containing roadway-type improvements, ponds, landscaping, or other aesthetic features. Outlots have no voting rights for Association purposes.

The ownership of the following Lake Park Villas Outlots (which have not been effected by any Certified Survey Maps nor the Replat) is in the name of the City:

Outlots 1, 3, 6, 14, 15, 16, 22, and 26 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

The ownership of the following Lake Park Villas Outlots 2, 4, 5, 7, 8, 9, 12, 13, 17, 18, 19, 20, 21, 23, 24, 25, and 27 of LAKE PARK VILLAS, and Outlot 2 of CSM 3277 City of Menasha, Calumet County, Wisconsin (which have been effected by various Certified Survey

Maps and the Replat) have been transferred to the Association and the Association shall maintain them for the common use, benefit and enjoyment of all members of the Association and their guests for private park, aesthetic and/or recreational purposes:

Outlots 2, 7, 12-13, 17, Outlot 18 less Certified Survey Map No. 2821, Outlot 19 less Certified Survey Map No. 2735, Outlot 20 less Certified Survey Map No. 2771, Outlot 21 less Certified Survey Map No. 2820, Outlots 23, 25 and 27 of LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Outlots 1-3 and 5-7 of REPLAT OF LOTS 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, OUTLOTS 4-5, OUTLOTS 8-9 AND OUTLOT 24 OF LAKE PARK VILLAS, City of Menasha, Calumet County, Wisconsin.

Outlot 2 of CSM 3277, City of Menasha, Calumet County, Wisconsin.

Outlots 14, 15, and 16 of Lake Park Villas contain ponds and spillways which are part of a regional water drainage and storm water detention/retention system servicing not only Lake Park Villas but also other lands in the City of Menasha and the Town of Harrison. The maintenance of the ponds and all pond-related features relating to basic water drainage, and storm water detention/retention (including silt removal, as necessary) shall be the sole responsibility of the City. However, these particular Outlots also contain and include certain so-called "water amenities" (such as, but not limited to, wells and pumps to maintain the water level of the ponds for aesthetic purposes, lighting, fountains, aeration and algae treatment), the repair and maintenance of which shall be the Association's responsibility. The Association's responsibility to repair and maintain the water amenities shall continue until such time as the City has recovered its costs of land purchase and infrastructure installation for Lake Park Villas. Thereafter, the extent to which the water amenities are maintained shall be an Association decision.

7. Association Bylaws, Rules and Regulations. The Association shall adopt, and may subsequently amend, Bylaws and Rules and Regulations promulgated under such Bylaws, which will apply to all members of the Association. These Bylaws and Rules and Regulations shall be maintained by the Association and copies thereof shall be distributed to members and prospective purchasers of lots upon request.

8. Reporting Transfers of Ownership. Each owner of a lot shall promptly report to the Association the name and address of the new owner of such lot and the date of the closing of such sale. This reporting requirement is being made to facilitate maintenance of membership records for the Association. All Association dues and assessments relating to an individual lot shall be paid in full on or prior to the closing of the sale or transfer of such lot.

9. Enforcement. These Restated Covenants shall run with the land and be binding upon all owners and their respective heirs, legal representative, successors and assigns. All future transfers of any lots shall be made subject to the restrictions, obligations and conditions set forth in these Restated Covenants. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and

conditions in these Restated Covenants. The Association or any lot owner may enforce the provisions of these Restated Covenants by proceedings in law or equity against any person violating or attempting to violate the provisions of these Restated Covenants, either to restrain violation or to recover damages, or both.

10. Construction Requirements. All homes constructed upon a lot in Lake Park Villas are subject to the "Lake Park Villas Home and Landscaping Standards" as adopted and approved by the Lake Park Villas Homeowners Association, Inc. Board of Directors. . Construction shall commence on any vacant lot within one (1) year of purchase of such lot. Construction of the home and all related improvements shall be completed within one (1) year of the commencement of construction.

11. Architectural Control Committee. An Architectural Control Committee may be established by the Association. All home construction and landscaping plans or any proposed changes to the exteriors of homes, driveways, decks, patios, walks, lawns and landscaping must be submitted to the Association Board of Directors or, if so established, to its Architectural Control Committee for approval prior to commencement of work. Any unique landscaping features approved by the Board of Directors or its Architectural Control Committee which may involve extraordinary maintenance expense may be subjected to separate maintenance contracts with individual members and the Association to avoid the necessity of the Association bearing maintenance costs for such extraordinary expense. Accordingly, such landscaping changes shall be approved both by the Architectural Control Committee and the Board of Directors in writing. All approval hereunder will be granted or denied within thirty (30) days or less from the date of submission of written requests by a member for such work.

12. Amendments. These Restated Covenants may be amended, modified, supplemented, or fully or partially terminated only upon an affirmative vote of two-thirds (2/3) of all votes entitled to be cast on behalf of the Association, which votes shall be cast in writing, and following which these Restated Covenants shall be modified by a recordable instrument signed by the president and secretary of the Association.

IN WITNESS WHEREOF, the undersigned Owners have executed these Restated Protective Covenants for Lake Park Villas as of the day and year set forth opposite their respective names.

THE REDEVELOPMENT AUTHORITY OF THE CITY OF MENASHA

By: _____ Date _____
Philip K. Vanderhyden, RDA Chairman

Attest: _____ Date _____
Deborah A. Galeazzi, City Clerk

LAKE PARK VILLAS HOMEOWNERS ASSOCIATION, INC.

By: _____
Stanley C. Martenson, President

Date _____

Attest: _____
Edward Kassel, Secretary

Date _____

Mark E. Blemberg Lot 27

Date _____

Julie A. Blemberg Lot 27

Date _____

Fredrick H. Hauser Lot 28

Date _____

Wendy Hauser Lot 28

Date _____

MARVEL A. WILLIAMSON TRUST DATED FEBRUARY 6, 2008
(Lot 29)

By: _____
Marvel A. Williamson, Trustee

Date _____

Sandeep K. Rao Lot 30

Date _____

Ramegowda Venkatesh Madhusudhan
Lot 31

Date _____

Jay R. Fulkerson Lot 32

Date _____

Janet K. Fulkerson Lot 32

Date _____

Joseph C. Wells
Lot 1 of CSM 2768

Date _____

Ruby A. Wells
Lot 1 of CSM 2768

Date _____

Thomas Amack Lot 35

Date _____

Lorena H. Amack Lot 35

Date _____

Raymon E. Darling Lot 36

Date _____

Connie S. Darling Lot 36

Date _____

Gary L. Conger Lot 37

Date _____

Ellyn L. Conger Lot 37

Date _____

Carolyn A. Smith Lot 38

Date _____

John D. Hartfield
Lot 1 of CSM 2922

Date _____

Lynne M. Giguere Lot 46

Date _____

Thomas S. DeLeeuw Lot 47

Date _____

JOHN F. AND PATRICIA J. MYERS JOINT REVOCABLE LIVING TRUST
(Lot 14 of Replat)

By: _____
 John F. Myers, Trustee

Date _____

By: _____
 Patricia J. Myers, Trustee

Date _____

Mona S. Boulos
Lot 13 of Replat

Date _____

Gary Bath
Lot 12 of Replat

Date _____

Barbara Bath
Lot 12 of Replat

Date _____

Thomas C. Maxymek
Lot 11 of Replat

Date _____

Dorothy E. Maxymek
Lot 11 of Replat

Date _____

EDWARD P. FUERST AND KATHLEEN R. FUERST JOINT REVOCABLE TRUST
(Lot 10 of Replat)

By: _____ Date _____
Edward P. Fuerst, Trustee

By: _____ Date _____
Kathleen R. Fuerst, Trustee

Terry B. Turgeon Lot 63 Date _____

Diana L. Turgeon Lot 63 Date _____

Dianne P. Pacolt
Lot 9 of Replat Date _____

Johnette K. Gunderson Lot 77 Date _____

LUENEBURG REVOCABLE TRUST DATED JUNE 8, 2004
(Lot 4 of Replat)

By: _____ Date _____
James A. Lueneburg, Trustee

By: _____ Date _____
Linda J. Lueneburg, Trustee

THE DOMINGUEZ FAMILY TRUST DATED 2/11/04
(Lot 3 of Replat)

By: _____ Date _____
Bonnie A. Dominguez, Trustee

PEDER H. CULVER REVOCABLE TRUST DATED 12/10/02
(Lot 1 of CSM 3509)

By: _____
Peder H. Culver, Trustee

Date _____

Patricia L. Sandlin Lot 84

Date _____

Gail L. Duehring-Popp Lot 85

Date _____

Philip L. Grishaber
Lot 1 of CSM 2771

Date _____

Linda K. Grishaber
Lot 1 of CSM 2771

Date _____

Stephen C. Golden, Jr.
Lot 2 of CSM 2771

Date _____

Debra M. Golden
Lot 2 of CSM 2771

Date _____

Frederick A. Corsmeir Lot 92

Date _____

Nor Corsmeir Lot 92

Date _____

Bruce G. Miller Lot 96

Date _____

Gail V. Miller Lot 96

Date _____

Rosemary Klauber Lot 97

Date _____

Philip Moore
Lot 1 of CSM 2735

Date _____

Candace Moore
Lot 1 of CSM 2735

Date _____

Cypress Hones, Inc.
Lot 2 of CSM 2735

Date _____

Kurt E. Duppler
Lot 3 of CSM 2735

Date _____

WAITROVICH TRUST DATED AUGUST 18, 2003
(Lot 101)

By: _____
Lawrence W. Waitrovich, Trustee

Date _____

By: _____
Carol L. Waitrovich, Trustee

Date _____

Charles M. Petinga Lot 102

Date _____

Velna M. Petinga Lot 102

Date _____

DAVID N. WEILAND REVOCABLE TRUST DATED JULY 13, 1993
(Lot 103)

By: _____ Date _____
David N. Weiland, Trustee

_____ Date _____
Edward Kassel Lot 104

_____ Date _____
Laura Yahr-Kassel Lot 104

DEBOER JOINT REVOCABLE LIVING TRUST
(Lot 105)

By _____ Date _____
Fred Deboer, Trustee

By: _____ Date _____
Nancy J. Deboer, Trustee

_____ Date _____
Deborah J. Olander Lot 106

FRANCIS S. EBBEN AND JOANN T. EBBEN REVOCABLE LIVING TRUST
(Lot 113)

By: _____ Date _____
Francis S. Ebben, Trustee

By: _____ Date _____
JoAnn T. Ebben, Trustee

_____ Date _____
Thomas Betteres Lot 114

Mary Betters Lot 114 Date _____

JOHN E. MANKI AND MARY C. MANKI REVOCABLE LIVING TRUST
(Lot 115)

By: _____ Date _____
 John E. Manki, Trustee

By: _____ Date _____
 Mary C. Manki, Trustee

Peter J. Rottier Lot 116 Date _____

Diane M. Rottier Lot 116 Date _____

Griffith H. Howell Lot 117 Date _____

Lois A. Howell Lot 117 Date _____

Stanley C. Martenson
Lot 18 of Replat Date _____

Patricia M. Martenson
Lot 18 of Replat Date _____

Cypress Homes, Inc. Lot 129 Date _____

Edward Doe Lot 127

Date _____

Ronald Parker Lot 128

Date _____

Ronald O. Klapper Lot 132

Date _____

Marlene H. Klapper Lot 132

Date _____

Lake Park Villas – Phase 2 – Homewoners’ Association

By: _____

Date _____

Attest: _____

Date _____

The City of Menasha

By: _____

Date _____

Attest: _____

Date _____

Exhibit A: Property Map

Lake Park Villas - Phase 2 - Property Owners' Association, Inc.

Legend

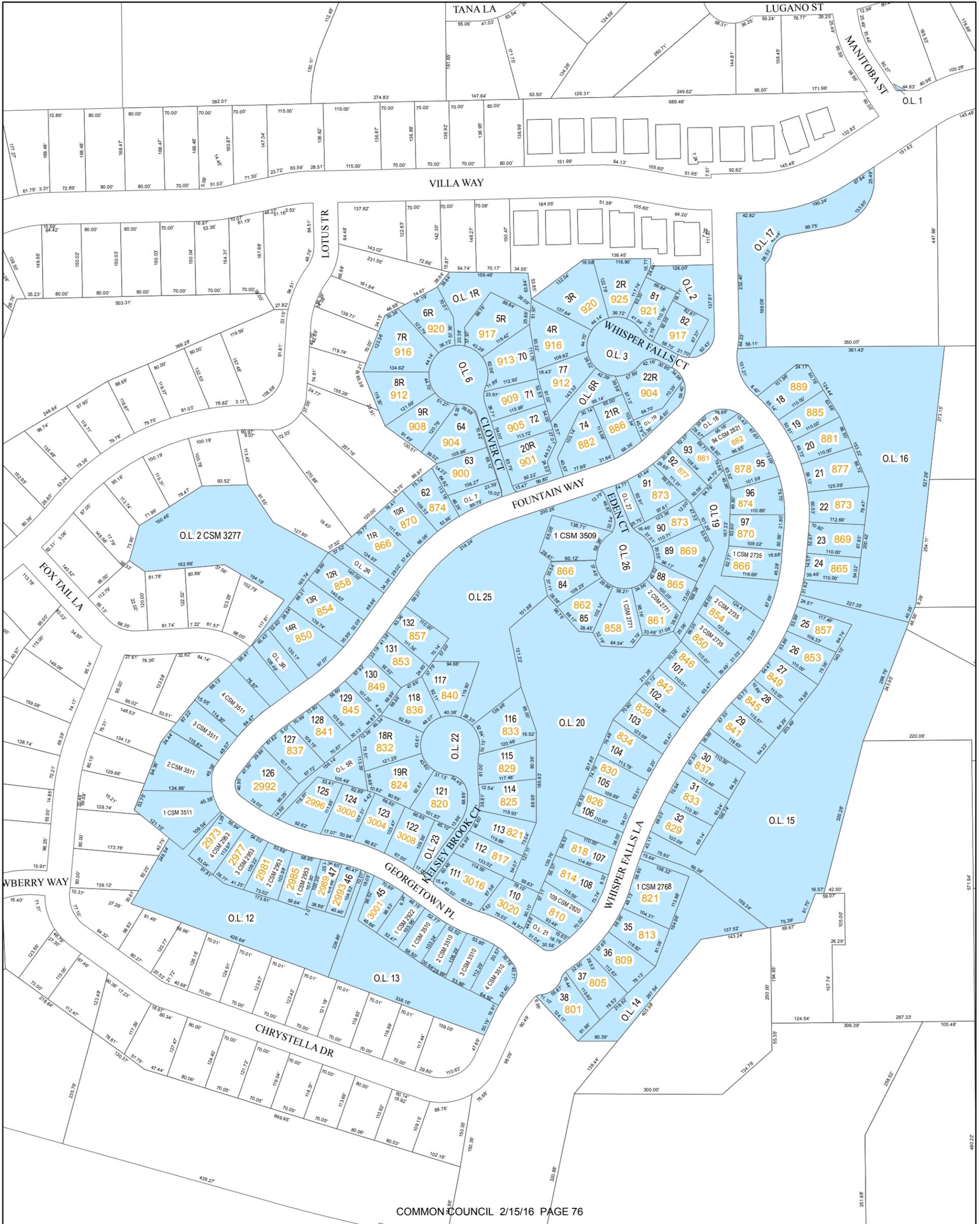
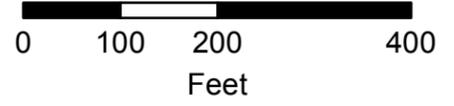
Parcels within Lake Park Villas Property Owners' Association, Inc.

CSM Certified Survey Map

O.L. Outlot

R Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 4-5, Outlots 8-9 and Outlot 24 of Lake Park Villas

*** Street Addresses Denoted in Orange





MEMORANDUM

To: Mayor Merkes and Common Council
From: PRD Tungate
Date: January 29, 2016
RE: 2016 Parks and Recreation Fee Changes

At their January meeting, the Park Board recommended the following fee changes for 2016. The increases more accurately cover city costs for providing these services. Action by the Common Council to approve these changes is requested.

Stage with 2 rows	from	\$275	to	\$375
Stage Walls	from	\$125	to	\$175
Non-electric picnic area	from	N/C	to	\$10R / \$20 NR
Pool Rental	from	\$145/hr	to	\$155/hr
Wedding Set-Up (Resident)	from	\$200	to	\$250
Wedding Set-Up (Non-Resident)	from	\$300	to	\$400

City of Menasha Disbursements

Weekly Accounts Payable 2/4/16-2/11/16 \$ 4,710,055.35
Checks # 52798-52935

Bi-Weekly Payroll 2/4/16 \$ 172,982.28

Additional Regular Cycle Accounts Payables -Paid Electronically

Wisconsin Retirement	1/29/16	\$	144,217.21
Banking Fee	1/31/16	\$	75.00
Postage Machine Refill	2/1/16	\$	500.00
Delta Dental	2/3/16	\$	1,899.20
Community First Credit Union-Payroll Deductions	2/4/16	\$	5,406.00
World Pay Charges-FFM	2/4/16	\$	2.00
BMO Harris-Flex Spending	2/5/16	\$	3,804.27
Nationwide Retirement	2/5/16	\$	11,600.00
Official Payments-Payment Reversal	2/8/16	\$	865.92
Delta Dental	2/10/16	\$	1,554.60
Federal Tax Withholding	2/10/16	\$	68,611.84

\$ 238,536.04

Total \$ 5,121,573.67

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

2/11/16

 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: 2/4/2016

<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>
ACCENT BUSINESS SOLUTIONS INC	52798	2/4/2016	75644	100-0903-531.29-01	90.95	Toner
			Total for check: 52798		90.95	
ACCURATE	52799	2/4/2016	1600254	731-1022-541.38-03	48.92	Lamp/Grommet
		2/4/2016	1600266	731-1022-541.30-18	163.01	Shop Supplies
		2/4/2016	1600369	731-1022-541.38-03	124.93	Grommet/Worklight/Ring
		2/4/2016	1600477	731-1022-541.38-03	18.33	Bolts/Nuts/Washers
			Total for check: 52799		355.19	
AIRGAS USA LLC	52800	2/4/2016	9047185948	731-1022-541.30-18	9.00	Hdl/Knob
		2/4/2016	9047185949	731-1022-541.30-18	152.27	Acetylene
			Total for check: 52800		161.27	
ARING EQUIPMENT COMPANY INC	52801	2/4/2016	716185	731-1022-541.38-03	168.56	Hose
			Total for check: 52801		168.56	
BADGER LAB & ENGINEERING INC	52802	2/4/2016	INV000064164	601-1020-543.21-02	322.00	December 2015
			Total for check: 52802		322.00	
BAHCALL RUBBER CO INC	52803	2/4/2016	727077-001	731-1022-541.38-03	19.16	Supplies
			Total for check: 52803		19.16	
BERGSTROM	52804	2/4/2016	40318	100-0801-521.29-04	37.70	Switch - Window
			Total for check: 52804		37.70	
BETOW, KURT	52805	2/4/2016	BETOW	100-0000-441.13-00	49.00	Refuse Cart Downgrade
			Total for check: 52805		49.00	

AP Check Register
Check Date: 2/4/2016

Date: 2/4/2016

<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>
BMO HARRIS BANK NA	52806	2/4/2016	4054830	100-0202-512.21-06	260.00	Flex Spending Mgmt Fee
			Total for check: 52806		260.00	
BOUWER PRINTING INC	52807	2/4/2016	107016	100-0801-521.29-01	175.00	Forms
			Total for check: 52807		175.00	
BRAZEE ACE HARDWARE	52808	2/4/2016	033494	100-0703-553.30-15	99.99	Tool Set
			Total for check: 52808		99.99	
CALUMET COUNTY CLERK OF COURTS	52809	2/4/2016	CALUMET	100-0000-201.03-00	850.00	Bond Report #16-0147
			Total for check: 52809		850.00	
PAMELA A CAPTAIN	52810	2/4/2016	CAPTAIN	100-0201-512.34-01	51.48	January 2016
				100-0201-512.33-03	20.00	January 2016
				100-0201-512.33-03	10.00	January 2016
				100-0201-512.34-01	51.48	January 2016
			Total for check: 52810		132.96	
CARTEGRAPH SYSTEMS INC	52811	2/4/2016	SIN001116	743-0403-513.24-04	1,311.00	Annual Maintenance Subscription
			Total for check: 52811		1,311.00	
CASPERS TRUCK EQUIPMENT INC	52812	2/4/2016	0012762-IN	731-1022-541.38-03	592.80	Lightbar
			Total for check: 52812		592.80	
COMPLETE OFFICE OF WISCONSIN	52813	2/4/2016	488125	100-0801-521.30-10	19.16	Clips
		2/4/2016	490781	100-0801-521.30-10	(14.20)	Credit
			Total for check: 52813		4.96	

AP Check Register

Check Date: 2/4/2016

<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>
CRESCENT ELECTRIC SUPPLY COMPANY	52814	2/4/2016	S501092634.001	489-0703-562.82-02	144.02	Gilbert
			Total for check: 52814		144.02	
DEPAOLI, SHARON	52815	2/4/2016	DEPAOLI SHARON	733-0206-512.73-01	446.20	Claim-1129 Fieldcrest Dr
			Total for check: 52815		446.20	
DIBIBERTI, GINA	52816	2/4/2016	DIBIBERTI GINA	826-0702-552.20-05	125.00	Third Place - Winter Gala
			Total for check: 52816		125.00	
FACTORY MOTOR PARTS CO	52817	2/4/2016	18-1460823	731-1022-541.38-03	212.07	Battery
				731-1022-541.30-18	95.52	Cleaner
		2/4/2016	18-1461026	731-1022-541.38-03	183.60	Del 65AGM
		2/4/2016	18-1462031	731-1022-541.38-03	111.97	Del 96RPS
		2/4/2016	18-1463707	731-1022-541.38-03	118.67	Blade
		2/4/2016	18-1463909	731-1022-541.38-03	355.17	Del 65 Fleet
		2/4/2016	18-Z06249	731-1022-541.38-03	240.87	Battery
			Total for check: 52817		1,317.87	
FERGUSON ENTERPRISES #1550	52818	2/4/2016	3195672	100-0703-553.24-03	245.43	Supplies
			Total for check: 52818		245.43	
FERGUSON WATERWORKS #1476	52819	2/4/2016	0189410	207-0707-552.30-18	22.36	Comp Union
			Total for check: 52819		22.36	
MARY FRITZ	52820	2/4/2016	FRITZ	100-0903-531.33-01	9.93	January 2016
			Total for check: 52820		9.93	

AP Check Register
Check Date: 2/4/2016

Date: 2/4/2016

<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>
GODFREY KAHN SC	52821	2/4/2016	654952	100-0201-512.21-01	1,508.00	Donnelley Prtg Facility Matter 006106-0040
			Total for check: 52821		1,508.00	
GRAND CHUTE POLICE DEPARTMENT	52822	2/4/2016	GRAND CHUTE PD	100-0000-201.03-00	114.00	Bond/MPD 16-327
			Total for check: 52822		114.00	
GUNDERSON CLEANERS	52823	2/4/2016	337435	100-0801-521.30-13	34.66	Mats/Towels
			Total for check: 52823		34.66	
CANDI HUBER	52824	2/4/2016	HUBER	100-0202-512.33-01	4.96	Mileage/January 2016
			Total for check: 52824		4.96	
JOHN'S SAW SERVICE	52825	2/4/2016	10458	731-1022-541.38-03	125.68	Ignition Module/Spring
			Total for check: 52825		125.68	
KEYSTONE	52826	2/4/2016	AW291823	731-1022-541.38-03	195.00	Face Bar
		2/4/2016	AW292379	731-1022-541.38-03	334.50	Step Bumper
			Total for check: 52826		529.50	
KNOLL, NICHOLAS	52827	2/4/2016	KNOLLTAXOVERPAY	100-0000-201.03-00	2,509.16	Property Tax Overpayment 4-607
			Total for check: 52827		2,509.16	
LAKE PARK VILLAS HOMEOWNERS ASSN	52828	2/4/2016	LAKEPARKVILLAS	501-0304-562.32-01	35,906.11	2015
			Total for check: 52828		35,906.11	
LINCOLN CONTRACTORS SUPPLY INC	52829	2/4/2016	K29334	100-0701-533.30-15	248.99	Mat
			Total for check: 52829		248.99	

AP Check Register
Check Date: 2/4/2016

Date: 2/4/2016

<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>
MCPMAHON	52830	2/4/2016	0901300	625-1010-541.21-02	8,159.67	Project 9-13-00563
			Total for check: 52830		8,159.67	
MENARDS-APPLETON EAST	52831	2/4/2016	88862	100-1013-541.30-18	114.02	Germania Lights Parking Lot
		2/4/2016	88929	100-0703-553.30-18	467.59	Glue/2 X 10 Greentreated 3/4"
		2/4/2016	88990	100-0703-553.30-18	38.46	1 X 4 Standard/Blade
		2/4/2016	89097	100-0703-553.30-18	33.98	Map/Pro Gas/Torch
		2/4/2016	89186	731-1022-541.38-03	9.66	Adapter/Elbow
			Total for check: 52831		663.71	
MENASHA NEENAH MUNICIPAL COURT	52832	2/4/2016	MNMC	100-0000-201.03-00	174.00	Bond Report #16-0007
				100-0000-201.03-00	237.00	Bond/MPD 16-0027
				100-0000-201.03-00	148.80	Bond/MPD 16-0012
			Total for check: 52832		559.80	
MENASHA TREASURER	52833	2/4/2016	PD	100-0801-521.30-18	9.82	Supplies
				100-0801-521.34-03	40.00	Training
				100-0801-521.33-03	40.00	Travel
			Total for check: 52833		89.82	
MENASHA UTILITIES	52834	2/4/2016	4398	625-0401-513.25-01	761.84	Printing & Distribution Rate Increase Sheet
			Total for check: 52834		761.84	
MBM	52835	2/4/2016	IN68706	743-0403-513.29-01	145.50	Copier Usage
			Total for check: 52835		145.50	
MORTON SAFETY	52836	2/4/2016	164065-00	100-0703-553.30-18	80.37	Gloves/Ear Plugs
			Total for check: 52836		80.37	

AP Check Register

Check Date: 2/4/2016

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MOTTO INC	52837	2/4/2016	103546	100-0702-552.30-18	85.00	Awards
			Total for check: 52837		85.00	
N&M AUTO SUPPLY	52839	2/4/2016	546875	731-1022-541.38-03	(47.22)	Core Deposit
		2/4/2016	549013	731-1022-541.38-03	19.68	Clamp
		2/4/2016	549096	731-1022-541.38-03	23.69	Elbow
		2/4/2016	549543	731-1022-541.38-03	44.05	Spark Plug/Filter/Pin
		2/4/2016	549565	731-1022-541.30-18	3.50	Washer Fluid
		2/4/2016	549626	731-1022-541.38-03	6.92	Switch
		2/4/2016	549699	731-1022-541.38-03	(60.50)	Credit
		2/4/2016	549781	731-1022-541.38-03	42.86	Lube Filter
		2/4/2016	549923	731-1022-541.30-18	5.84	Shop Supplies
		2/4/2016	550002	731-1022-541.38-03	12.36	Fuse Holder
		2/4/2016	550256	731-1022-541.38-03	5.26	Tape
		2/4/2016	550568	731-1022-541.30-18	7.80	Silicone
		2/4/2016	550724	731-1022-541.38-03	124.58	Switch/Breaker/Kit
		2/4/2016	550897	731-1022-541.30-18	13.46	Air Brake
		2/4/2016	551813	731-1022-541.30-18	15.84	Gasket Maker
		2/4/2016	551942	731-1022-541.38-03	71.08	Air Filter
		2/4/2016	551962	731-1022-541.30-18	9.53	Weatherstrip Adhesive
			Total for check: 52839		298.73	
NEENAH-MENASHA SEWERAGE COMMISSION	52840	2/4/2016	2016-015	601-1021-543.25-01	68,751.55	February 2016 Wastewater Treatment
		2/4/2016	2016-021	601-1021-543.25-01	20,267.00	Interest & Debt Charges February 2016
			Total for check: 52840		89,018.55	
CITY OF NEENAH	52841	2/4/2016	35480	100-1008-541.20-10	9,715.48	Contract 3-15
			Total for check: 52841		9,715.48	
NORTHEAST ASPHALT INC	52842	2/4/2016	NORTHEAST	470-0000-201.04-00	5,250.79	Contract Unit #2015-01 New Street Construction
				601-0000-194.00-00	3,000.00	Contract Unit #2015-01 New Street Construction

AP Check Register

Check Date: 2/4/2016

<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>	
NORTHEAST ASPHALT INC...	52842...	2/4/2016...	NORTHEAST...	625-0000-194.00-00	(1,027.80)	Contract Unit #2015-01 New Street Construction	
				100-1003-541.82-02	4,252.34	Contract Unit #2015-01 New Street Construction	
				470-1003-541.82-02	16,788.36	Contract Unit #2015-01 New Street Construction	
				Total for check: 52842		28,263.69	
OPTIONS IN HOUSING INC	52843	2/4/2016	OPTIONSINHOUS	100-0000-441.13-00	96.47	Refuse Cart Removal	
				100-0000-441.14-00	5.00	Recycle Cart Removal	
				Total for check: 52843		101.47	
PACKER CITY INTL TRUCKS INC	52844	2/4/2016	X103021762:01	731-1022-541.38-03	(65.00)	Credit	
				X103023303:01	731-1022-541.38-03	139.43	Def Fluid
				X103023437:01	731-1022-541.38-03	25.34	Plugs/Filters/Clamp/Fan
				X103023437:02	731-1022-541.38-03	12.28	Filter/Fan
				X103023437:03	731-1022-541.38-03	39.40	Fan
				X103023667:01	731-1022-541.38-03	276.22	Filter Kit/Filters
				X103024026:01	731-1022-541.38-03	1,489.62	Pipe Tail Vert/Clamp
				X103024234:01	731-1022-541.38-03	41.16	Air Filter
Total for check: 52844		1,958.45					
LINDA PALMBACH	52845	2/4/2016	PALMBACH	100-0903-531.33-01	32.86	January 2016	
				Total for check: 52845		32.86	
PBBS EQUIPMENT CORPORATION	52846	2/4/2016	155488	100-0704-552.20-04	124.30	Gasket	
				Total for check: 52846		124.30	
SEILER INSTRUMENT & MFG CO INC	52847	2/4/2016	INV-333368	470-1002-541.80-05	13,496.25	Receiver Kit	
				625-0000-193.00-00	4,498.75	Receiver Kit	
				Total for check: 52847		17,995.00	

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KATELYN SEWALL	52848	2/4/2016	SEWALL/HATTIE	822-0413-554.30-16	250.00	Hattie Miner Scholarship
			Total for check: 52848		250.00	
ED SMOCK	52849	2/4/2016	SMOCK	731-0000-463.01-00	500.00	Refund EBay Buyer Transmission Repair
			Total for check: 52849		500.00	
SPEEDY METALS LLC	52850	2/4/2016	4269948-AP	100-0704-552.24-04	53.89	Pool
			Total for check: 52850		53.89	
STAPLES ADVANTAGE	52851	2/4/2016	3289491577	100-0203-512.30-10	9.49	Folders
		2/4/2016	3289491578	100-0202-512.30-10	51.62	Office Supplies
				100-0401-513.30-10	40.22	Office Supplies
				100-1001-514.30-10	617.50	Office Supplies
		2/4/2016	3289491579	100-0304-562.30-10	166.68	Drawer/Folders
		2/4/2016	3289491583	100-1001-514.30-18	34.99	Supplies
				100-0703-553.30-10	9.94	Supplies
				731-1022-541.30-10	42.01	Supplies
			Total for check: 52851		972.45	
TAPCO	52852	2/4/2016	I514341	100-1008-541.30-18	231.19	Pedestrian Push Button
		2/4/2016	I514572	100-1008-541.30-18	147.37	Crate Visor
			Total for check: 52852		378.56	
TEMPERATURE SYSTEMS INC	52853	2/4/2016	2466290-00	743-0403-513.30-15	610.00	PPF Server Room
			Total for check: 52853		610.00	
TRUCK EQUIPMENT INC	52854	2/4/2016	670900-00	731-1022-541.38-03	199.08	Motor
			Total for check: 52854		199.08	

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UNIFIRST CORPORATION	52855	2/4/2016	097 0203977	731-1022-541.20-01	111.86	Coveralls/Shirts/Pants
			Total for check: 52855		111.86	
UNITED PAPER CORPORATION	52856	2/4/2016	2003	100-0000-132.00-00	(10.71)	Credit
		2/4/2016	99179	100-0000-132.00-00	68.87	Bags
		2/4/2016	99324	100-0000-132.00-00	11.80	Wastebasket 28 Qt Grey
			Total for check: 52856		69.96	
UNITED WAY FOX CITIES	52857	2/4/2016	20160204	100-0000-202.09-00	31.00	PAYROLL SUMMARY
			Total for check: 52857		31.00	
UNITEL INC	52858	2/4/2016	40945	743-0403-513.24-04	44.50	Phone System Support
			Total for check: 52858		44.50	
US PETROLEUM EQUIPMENT	52859	2/4/2016	222217	731-1022-541.24-04	886.77	Labor/Oil Hose
			Total for check: 52859		886.77	
VALLEY CAMERA	52860	2/4/2016	343034	100-0801-521.30-18	11.27	Prints
			Total for check: 52860		11.27	
WAUSAU EQUIPMENT COMPANY INC	52861	2/4/2016	5181771	100-1006-541.30-18	(2,019.90)	Supplies/CREDIT
		2/4/2016	5206122	731-1022-541.38-03	2,305.22	10 Hole Shock
			Total for check: 52861		285.32	
WE ENERGIES	52862	2/4/2016	WEENERGIES	100-0703-553.22-05	11.55	2170 Plank Road Gas Service
				100-0000-123.00-00	578.62	Bill N-M Fire
				100-1001-514.22-04	957.93	City Hall
				100-0801-521.22-04	799.04	PD
				100-0920-531.22-04	270.35	Senior Center
				100-0601-551.22-04	2,133.57	Library

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WE ENERGIES...	52862...	2/4/2016...	WEENERGIES...	100-0703-553.22-04	664.44	Parks
				100-0704-552.22-04	171.54	Pool
				207-0707-552.22-04	46.52	Marina
				731-1022-541.22-04	3,184.80	Garage
			Total for check: 52862			
WEHA	52863	2/4/2016	WEHA	100-0904-531.32-01	40.00	Membership Dues
			Total for check: 52863			
WEID, JOSHUA	52864	2/4/2016	WEID JOSHUA	826-0702-552.20-05	150.00	2nd Place Winter Gala
			Total for check: 52864			
WENDLANDT, GARRET	52865	2/4/2016	WENDLANDT	826-0702-552.20-05	175.00	1st Place Winter Gala
			Total for check: 52865			
WG INC	52866	2/4/2016	218077	100-0702-552.30-18	17.50	Sign
			Total for check: 52866			
WINNEBAGO COUNTY TREASURER	52867	2/4/2016	8472	100-0406-513.73-01	548.62	City Share/Loss on Prop
			2/4/2016	8488	743-0403-513.24-04	6,674.67
		Total for check: 52867				7,223.29
WINNEBAGO COUNTY TREASURER	52868	2/4/2016	WINNEBAGO	100-0000-201.03-00	984.60	Property Taxes 4-189
			Total for check: 52868			
WINNEGAMIE DOG CLUB	52869	2/4/2016	DOG CLUB	100-0204-512.30-18	300.00	2/16/16 Rental
			Total for check: 52869			

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WISCONSIN DEPT OF TRANSPORTATION	52870	2/4/2016	L41677	485-0304-562.21-02	448.62	Province Terrace Trail
			Total for check: 52870		448.62	
WISCONSIN EMERGENCY MANAGEMENT	52871	2/4/2016	191653	731-1022-541.21-06	485.00	Garage
		2/4/2016	191663	207-0707-552.21-06	205.00	Marina
			Total for check: 52871		690.00	
WISCONSIN PARK & RECREATION ASSN	52872	2/4/2016	WPRA	100-0703-553.34-02	85.00	Workshop
			Total for check: 52872		85.00	
WISCONSIN SUPPORT COLLECTIONS	52873	2/4/2016	20160204	100-0000-202.03-00	632.88	PAYROLL SUMMARY
			Total for check: 52873		632.88	
WISCONSIN TAXPAYERS ALLIANCE	52874	2/4/2016	WISTAX	100-0401-513.32-02	48.00	Subscription
			Total for check: 52874		48.00	
					229,994.56	

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ACCURATE	52875	2/11/2016	1600408	731-1022-541.30-18	13.14	Cable Tie Base
		2/11/2016	1600574	731-1022-541.38-03	73.98	Worklight
		2/11/2016	1600579	731-1022-541.30-15	36.99	Worklight
		2/11/2016	1600689	731-1022-541.30-18	100.43	Ties/Drills/Wire
		2/11/2016	1600713	731-1022-541.38-03	158.58	Blade/Plug/LED Strobe
		2/11/2016	1600795	731-1022-541.30-18	395.13	Conn/Tongue/Washer Bolt/Clamp
		2/11/2016	1600809	731-1022-541.30-18	83.39	Connector
			Total for check: 52875		861.64	
AIRGAS USA LLC	52876	2/11/2016	9047292407	731-1022-541.30-18	23.26	Elect Stck Eni
		2/11/2016	9047429704	731-1022-541.30-18	66.07	Oxygen
			Total for check: 52876		89.33	
LW ALLEN LLC	52877	2/11/2016	100422	601-1020-543.30-18	160.04	Filter Elements
		2/11/2016	CM4796	601-1020-543.24-04	(121.61)	Credit
			Total for check: 52877		38.43	
APPLETON SCHOOL DISTRICT	52878	2/11/2016	ASD	100-0000-203.05-00	156,217.48	2015-2016 Taxes
			Total for check: 52878		156,217.48	
CITY OF APPLETON	52879	2/11/2016	229236	100-0302-542.25-01	13,949.00	December 2015 Transit Services
			Total for check: 52879		13,949.00	
ARING EQUIPMENT COMPANY INC	52880	2/11/2016	716359	731-1022-541.38-03	96.31	Filters
			Total for check: 52880		96.31	
ASSOCIATED APPRAISAL CONSULTANTS	52881	2/11/2016	120345	100-0402-513.21-09	5,000.00	Professional Services
				100-0402-513.21-09	59.76	Internet Postings

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ASSOCIATED APPRAISAL CONSULTANTS...	52881...	2/11/2016...	120345...	100-0402-513.30-11	10.19	Postage
			Total for check: 52881		5,069.95	
BAHCALL RUBBER CO INC	52882	2/11/2016	728153-001	731-1022-541.38-03	75.17	MJIC-MORB
			Total for check: 52882		75.17	
CALUMET COUNTY TREASURER	52883	2/11/2016	CAL CTY	100-0000-203.01-00	100,223.01	Calumet Cty 2015-16 Taxes
				100-0000-203.08-00	4,610.04	Wisconsin 2015-16 Taxes
			Total for check: 52883		104,833.05	
CASPERS TRUCK EQUIPMENT INC	52884	2/11/2016	0013216-IN	731-1022-541.38-03	30.46	Back Up Alarm
			Total for check: 52884		30.46	
COMPLETE OFFICE OF WISCONSIN	52885	2/11/2016	491614	100-0801-521.30-10	58.52	Paper/Ruler
			Total for check: 52885		58.52	
KORTNEY DAHM	52886	2/11/2016	DAHM KORTNEY	100-0903-531.33-01	30.32	January Mileage
			Total for check: 52886		30.32	
UNEMPLOYMENT INSURANCE	52887	2/11/2016	000007458663	100-0703-553.15-09	1,458.03	Unemployment Compensation
				100-1019-552.15-09	2,640.00	Unemployment Compensation
				100-0101-511.15-09	370.00	Unemployment Compensation
				100-0201-512.15-09	370.00	Unemployment Compensation
				100-0203-512.15-09	832.50	Unemployment Compensation
				100-0204-512.15-09	277.50	Unemployment Compensation
			Total for check: 52887		5,948.03	
EARTHLINK BUSINESS	52888	2/11/2016	000000008026082	100-0402-513.22-01	7.68	Landline Phone-Assessor
				100-0201-512.22-01	7.47	Landline Phone-Attorney
				100-0000-123.00-00	17.06	Landline Phone-Bldg Insp

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EARTHLINK BUSINESS...	52888...	2/11/2016...	000000008026082...	100-0203-512.22-01	15.53	Landline Phone-Clerk
				100-0304-562.22-01	27.95	Landline Phone-Comm Dev
				100-1001-514.22-01	84.62	Landline Phone-City Hall
				100-0401-513.22-01	37.71	Landline Phone-Finance
				731-1022-541.22-01	30.35	Landline Phone-Garage
				100-0903-531.22-01	57.34	Landline Phone-Health
				743-0403-513.22-01	17.93	Landline Phone-IT
				100-0601-551.22-01	198.73	Landline Phone-Library
				100-0101-511.22-01	11.79	Landline Phone-Mayor
				100-0702-552.22-01	31.61	Landline Phone-Recreation
				100-0703-553.22-01	53.11	Landline Phone-Parks
				100-0202-512.22-01	18.88	Landline Phone-Personnel
				100-0801-521.22-01	293.03	Landline Phone-Police
				100-1002-541.22-01	49.25	Landline Phone-Police
				100-0920-531.22-01	15.41	Landline Phone-Senior Ctr
				100-1008-541.22-01	4.45	Landline Phone-Sign Shop
				100-0502-522.22-01	46.81	Landline Phone-EOC
207-0000-123.00-00	31.39	Landline Phone-Marina				
100-0704-552.22-01	16.50	Landline Phone-Pool				
100-0000-123.00-00	351.33	Landline Phone-Utilities				
			Total for check: 52888		1,425.93	
EHLERS	52889	2/11/2016	EHLERS	100-0401-513.34-02	100.00	Online Conference Materia
				Total for check: 52889	100.00	
ESRI	52890	2/11/2016	93087603	743-0403-513.24-04	1,900.00	Annual Maint. Agreement
				Total for check: 52890	1,900.00	
FERGUSON ENTERPRISES #1550	52891	2/11/2016	3216676	100-1001-514.24-03	41.05	Flex Tube Kit
		2/11/2016	3222019	100-0704-552.24-03	251.39	Pool Supplies

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FERGUSON ENTERPRISES #1550...	52891...	2/11/2016	3223974	100-0703-553.24-03	58.90	Spud
			Total for check: 52891		351.34	
FERRELLGAS	52892	2/11/2016	1090400430	266-1027-543.30-18	53.85	Cylinders
			Total for check: 52892		53.85	
FISH WINDOW CLEANING	52893	2/11/2016	2680-44093	100-1001-514.24-03	50.00	City Hall
			Total for check: 52893		50.00	
FORCE AMERICA DISTRIBUTING LLC	52894	2/11/2016	IN001-1018899	731-1022-541.38-03	2,307.82	Manifold
		2/11/2016	IN001-1019040	731-1022-541.38-03	398.97	Bank Enclosure
			Total for check: 52894		2,706.79	
FOX VALLEY TECHNICAL COLLEGE	52895	2/11/2016	FVTC	100-0000-203.04-00	248,643.62	Winnebago Cty 2015-16 Tax
				100-0000-203.04-00	25,236.23	Calumet 25Cty 2015-16 Tax
			Total for check: 52895		273,879.85	
HOME DEPOT CREDIT SERVICES	52896	2/11/2016	8031088	100-1003-541.30-18	38.61	Wire Kit & Hardware
		2/11/2016	8032478	100-0703-553.30-18	37.27	Die Grinder/Tool Oil
			Total for check: 52896		75.88	
PATRICK JAMES	52897	2/11/2016	JAMES PATRICK	743-0403-513.33-01	22.05	January 2016 Mileage
			Total for check: 52897		22.05	
IRENE JUAREZ	52898	2/11/2016	HATTIE MINOR	822-0413-554.30-16	250.00	Scholarship - Spring 2016
			Total for check: 52898		250.00	
JX ENTERPRISES INC	52899	2/11/2016	G-253480008	731-1022-541.38-03	43.93	U-Bolt-Air Tank

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JX ENTERPRISES INC...	52899...	2/11/2016	G-253500020	731-1022-541.38-03	114.75	Switch - Battery
			Total for check: 52899		158.68	
KITZ & PFEIL INC	52902	2/11/2016	010414-0030	100-0703-553.30-18	55.59	Hardware Misc Drill Sets/Bits
		2/11/2016	010514-0088	731-1022-541.30-18	14.91	Brush/Glue
		2/11/2016	010514-0091	100-0704-552.24-03	18.18	Screw Tap/Bit Hardware Misc
		2/11/2016	010614-0024	731-1022-541.30-18	9.69	Cement/Adapter
		2/11/2016	010614-0095	100-0703-553.30-18	9.25	Screw Tap/Bottom Tap
		2/11/2016	010714-0021	100-0801-521.24-03	5.54	Elbow
		2/11/2016	010714-0084	100-0703-553.30-18	25.77	Oil/File/Sandpaper
		2/11/2016	010714-0087	731-1022-541.38-03	4.67	Cap
		2/11/2016	010714-0099	100-0703-553.30-18	4.83	Cut Wheel
		2/11/2016	010814-0007	100-0801-521.24-03	2.13	Adapter/Locknut/Knock Out
		2/11/2016	011114-0002	100-0703-553.30-18	24.27	Disc
		2/11/2016	011214-0084	100-0703-553.30-18	5.92	Adapter
		2/11/2016	011214-0105	731-1022-541.38-03	17.34	Coupling
		2/11/2016	011314-0024	731-1022-541.38-03	3.22	Adapter
		2/11/2016	011414-0066	100-0703-553.30-18	45.02	Bit/Hardware Misc/Bulb Oil Base/Paint
		2/11/2016	011414-0084	100-0703-553.24-03	11.00	Strap/Bushing/Adapter
		2/11/2016	011514-0042	100-1001-514.30-13	11.69	Ice Melter
		2/11/2016	011514-0131	100-0801-521.29-04	12.58	Leakseal Spray/Dynaflex
		2/11/2016	011814-00038	100-0801-521.30-13	9.42	Dawn Soap/Bolt
				100-0903-531.24-03	1.34	Dawn Soap/Bolt
		2/11/2016	011814-0020	100-0703-553.30-18	24.53	Thinner/Tape
		2/11/2016	011814-0028	731-1022-541.30-18	6.74	Insulating Foam
		2/11/2016	011814-0055	100-0801-521.24-03	20.35	Hardware Misc/Bits/Screw
		2/11/2016	011814-0092	100-0801-521.30-18	13.49	Padlock
		2/11/2016	011914-0036	731-1022-541.38-03	8.98	Tap
		2/11/2016	011914-0055	100-0903-531.30-13	22.49	Battery
				100-0801-521.24-03	8.97	Work Box/Switch Box
		2/11/2016	012014-0139	100-0801-521.30-18	5.96	Key
		2/11/2016	122114-0024	100-0801-521.24-03	33.60	Connector/Union/Bend
		2/11/2016	122214-0014	100-0703-553.30-18	32.28	Hardware Misc

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KITZ & PFEIL INC...	52902...	2/11/2016	122809-0063	100-1001-514.30-13	7.49	Salt/Bulb	
				100-0601-551.30-13	22.47	Salt/Bulb	
				100-0801-521.30-13	16.03	Salt/Bulb	
			2/11/2016	122909-0056	100-0703-553.30-18	4.49	Sealant
			2/11/2016	123014-0054	100-0920-531.24-03	34.71	Sno Melt/Marker
					100-0801-521.24-03	2.37	Coupling
			2/11/2016	123112-0004	100-0703-553.30-15	719.92	Trimmer
		2/11/2016	123114-0021	100-0703-553.30-18	96.22	Cover/Receptacle	
			Total for check: 52902		1,373.45		
LEVENHAGEN CORPORATION	52903	2/11/2016	058510A-IN	100-0000-131.00-00	12,063.34	Fuel	
				Total for check: 52903	12,063.34		
MCNEILUS TRUCK & MFG COMPANY	52904	2/11/2016	3116626	731-1022-541.38-03	109.51	Filter/Belt	
				Total for check: 52904	109.51		
MENARDS-APPLETON EAST	52905	2/11/2016	89346	100-1006-541.30-18	33.14	Salt Barrels/Bins	
				Total for check: 52905	33.14		
TOWN OF MENASHA FINANCE DEPARTMENT	52906	2/11/2016	1-2016	470-1003-541.82-02	21,900.85	Resurface Chain Drive	
				Total for check: 52906	21,900.85		
MENASHA JOINT SCHOOL DISTRICT	52907	2/11/2016	MJSD	100-0000-203.03-00	2,507,792.10	Winnebago Cty 2015-16 Tax	
				100-0000-203.03-00	71,136.69	Calumet Cty 2015-16 Taxes	
				Total for check: 52907	2,578,928.79		
MENASHA UTILITIES	52908	2/11/2016	4400	100-1013-541.30-18	30.90	80' Cable Duplex	
		2/11/2016	JAN ST LIGHTING	100-1012-541.22-03	16,799.09	January Street Lighting	
		2/11/2016	MENASHAUTILITY	100-1008-541.22-03	240.76	Electric	
				100-0703-553.22-03	276.39	Electric	

AP Check Register
Check Date: 2/11/2016

Date: 2/11/2016

<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...	52908...	2/11/2016...	MENASHAUTILITY...	100-0703-553.22-05	205.24	Water
				100-0703-553.22-06	153.71	Storm
				100-0903-531.22-03	158.04	Electric
				100-0903-531.22-05	56.42	Water
				100-0000-123.00-00	8.02	Electric
				100-0305-562.22-06	8.70	Storm
				601-1020-543.22-03	261.34	Electric
				100-0703-553.22-06	2.90	Storm
				100-0703-553.22-06	2.90	Storm
				100-0703-553.22-06	2.90	Storm
Total for check: 52908					18,207.31	
MINNESOTA LIFE INSURANCE COMPANY	52909	2/11/2016	014502	100-0000-204.07-00	3,033.85	March Life Insurance
				Total for check: 52909		
NETWORK HEALTH SYSTEM INC	52910	2/11/2016	342729	100-0202-512.21-05	56.00	Drug Screen
			342770	100-0202-512.21-05	165.00	Drug Screen/Physical
			Total for check: 52910			
NIELSON COMMUNICATIONS INC	52911	2/11/2016	FV16-31081	731-1022-541.38-03	121.59	Antenna Mount/Adapter
			Total for check: 52911			
RAY O'HERRON CO INC	52912	2/11/2016	1602908-IN	824-0810-521.30-18	128.30	Uniforms
			Total for check: 52912			
OUTAGAMIE COUNTY	52913	2/11/2016	108510	100-0805-521.25-01	2,640.00	Lodging July-Dec 2015
			Total for check: 52913			

AP Check Register
Check Date: 2/11/2016

Date: 2/11/2016

<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>
PJC GROUP LLC	52914	2/11/2016	PJC	489-0305-562.73-01	16,870.00	TID 11 Developer Payment
			Total for check: 52914		16,870.00	
POMP'S TIRE SERVICE INC	52915	2/11/2016	320038146	731-1022-541.38-02	885.36	Tires
		2/11/2016	320038148	731-1022-541.38-02	200.00	Tires
			Total for check: 52915		1,085.36	
REINDERS INC	52916	2/11/2016	1618345-00	731-1022-541.38-03	820.87	Door Glass Kit
			Total for check: 52916		820.87	
ALANNAH REW	52917	2/11/2016	HATTIE MINOR	822-0413-554.30-16	250.00	Scholarship - Spring 2016
			Total for check: 52917		250.00	
ROAD EQUIPMENT	52918	2/11/2016	WA606330	731-1022-541.38-03	36.10	Junction Box/Light
			Total for check: 52918		36.10	
LIZ ROSIN	52919	2/11/2016	ROSIN LIZ	100-0903-531.33-01	17.89	January Mileage
			Total for check: 52919		17.89	
BEV SAWYER	52920	2/11/2016	SAWYER BEV	100-0801-521.19-03	94.42	Clothing Allowance
			Total for check: 52920		94.42	
SCHENCK SC	52921	2/11/2016	SC10089853	100-0401-513.21-03	3,750.00	2015 Year Audit Progress Billing
				205-0401-513.21-03	3,000.00	Closure Audit TID #1
				100-0401-513.21-03	9,650.00	Remaining 2014 YE Audit
			Total for check: 52921		16,400.00	
SERVICEMASTER BUILDING MAINTENANCE	52922	2/11/2016	19038	100-1001-514.20-01	1,150.00	Janitorial - City Hall
		2/11/2016	19039	731-1022-541.20-01	530.00	Janitorial - PWF

AP Check Register

Check Date: 2/11/2016

<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>
SERVICEMASTER BUILDING MAINTENANCE...	52922...	2/11/2016	19059	100-0903-531.20-01	515.00	Janitorial - Health Dept
		2/11/2016	19065	100-0801-521.20-01	1,562.00	Janitorial - PD
	Total for check: 52922				3,757.00	
STAPLES ADVANTAGE	52923	2/11/2016	3290150887	100-0702-552.30-10	56.54	Office Supplies
		2/11/2016	8037648807	731-1022-541.30-10	131.87	Supplies
	Total for check: 52923				188.41	
TAPCO	52924	2/11/2016	I514899	100-1008-541.30-18	22.20	Poster
					Total for check: 52924	
TEMPERATURE SYSTEMS INC	52925	2/11/2016	2466290-01	743-0403-513.30-15	86.00	PPF Server Room Ventilation Project
					Total for check: 52925	
TRAFFTECH INC	52926	2/11/2016	1195	743-0403-513.24-04	1,575.00	Annual Maintenance Agree
					Total for check: 52926	
TRUCK COUNTRY OF WISCONSIN	52927	2/11/2016	X202385253:01	731-1022-541.38-03	47.08	Element
					Total for check: 52927	
UNIFIRST CORPORATION	52928	2/11/2016	097 0204425	731-1022-541.20-01	256.10	Coverall/Shirt/Pants
					Total for check: 52928	
UR WASHINSTUFF INC	52929	2/11/2016	10091	100-0801-521.29-04	17.13	December 2015 Car Washes
					Total for check: 52929	
US CELLULAR	52930	2/11/2016	0119064766	100-0201-512.22-01	29.57	Captain
				100-1019-552.22-01	0.50	Racine Street Bridge
				100-1019-552.22-01	0.50	Tayco Street Bridge

AP Check Register

Check Date: 2/11/2016

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
US CELLULAR...	52930...	2/11/2016...	0119064766...	601-1020-543.22-01	0.50	Confined Space
				100-0801-521.22-01	70.32	PD
				100-0904-531.22-01	57.15	Drew
				100-1002-541.22-01	0.70	Eng
				100-0702-552.22-01	48.72	Tungate
				100-0703-553.22-01	45.30	Parks
				731-1022-541.22-01	54.37	PWF
				100-1008-541.22-01	3.10	Sign
				601-1020-543.22-01	0.50	Sewer Truck
Total for check: 52930					311.23	
US LUBRICANTS	52931	2/11/2016	50056780	731-1022-541.38-03	1,630.31	Thrive Thp Bulk
				Total for check: 52931		
WAVERLY SANITARY DISTRICT	52932	2/11/2016	WAV SAN DIST	100-0000-203.07-00	16,822.10	2015-2016 Taxes
				Total for check: 52932		
WIL-KIL PEST CONTROL	52933	2/11/2016	2828304	731-1022-541.20-07	66.50	Commercial Contract
				Total for check: 52933		
WINNEBAGO COUNTY TREASURER	52934	2/11/2016	8508	100-0805-521.25-01	257.30	Stay
			2/11/2016	WINN CTY	100-0000-203.02-00	1,172,460.40
					100-0000-203.08-00	39,694.40
		Total for check: 52934				1,212,412.10
ZEP SALES & SERVICE	52935	2/11/2016	9002061768	731-1022-541.30-18	261.80	Supplies
				Total for check: 52935		
					4,480,060.79	



To: Menasha Common Council
From: Jenny Groeschel and Ginger Tralongo, Police Records
RE: Beverage Operator License (Bartender) Applicants
Date: February 10, 2016

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:

Abby Zuberbier
Karen Crawford
Ken McGee
Jill Murphy
Heather Files

cc: chief via email



Memorandum

DATE: February 11, 2016

TO: Menasha Common Council

FROM: Mark Radtke, Director of Public Works *MR*

RE: Amendment No. 3 to Third Street Bridge Design Agreement (WisDOT/Ayres Associates/City of Menasha)

We were recently notified by Ayres Associates of the need to execute an amendment to the three party agreement for the design of the Third Street Bridge (see enclosed). There are two reasons for the requested amendment. This project requires right of way from a small portion of Jefferson Park. Because Jefferson Park received federal Land and Water Conservation (LAWCON) grant funds in the past, the consultant was required to complete a full environmental report. Included in the federal review of the report is the need for National Park Service to review and approve the document which has required additional coordination effort by the consultant.

Additionally, WisDOT recently advanced the bid letting date for this project which required revisions to the Plans, Specifications and Estimate documents resulting in additional consultant work efforts. Neither of these work items were included in the original scope of work so this amendment will cover the additional associated costs.

The additional costs will not exceed \$1,937.96. The terms of our project agreement with WisDOT stipulate the City will be responsible for 20% of design costs, meaning the City's cost for this additional work will not exceed \$387.59. There are sufficient funds included in the 2016 Budget for this work. I recommend approval of the proposed amendment. WisDOT has approved the amendment.

Enclosure

M:\word\CC memo re Third St Bridge agreement amendment No 3_2-11-16.docx

AMENDMENT NO. 3 TO THE CONTRACT
BETWEEN City of Menasha (MUNICIPALITY),
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND Ayres Associates Inc (CONSULTANT) FOR

Project ID 4992-01-00
C Menasha, Third St
Lake Winnebago Slough & Approaches
Local Street
Winnebago County

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated December 19, 2014 and amended on February 26, 2015, and August 14, 2015 is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

Additional coordination to complete the Section 6(f) document and get approval from the National Park Service.

Changes to PS&E PROJECT documents, due to recent change in the let date.

For design services, actual costs to the CONSULTANT up to \$80,826.70 (an increase of \$1,821.87), plus a fixed fee of \$5,106.12 (an increase of \$116.09), not to exceed \$85,932.82 (an increase of \$1,937.96).

For subsurface investigation subcontracted to River Valley Testing Corp., the CONSULTANT'S actual cost to River Valley Testing Corp. not to exceed \$4,775.00 (no change) for units delivered based on rates in the proposal dated October 1, 2014.

For title searches subcontracted to Bay Title & Abstract, Inc, the CONSULTANT's actual cost to Bay Title & Abstract, Inc not to exceed \$900.00 (no change) for units delivered based on rates in the proposal dated October 3, 2014.

For an archaeological report subcontracted to Commonwealth Cultural Resources Group, Inc. (CCRG), the CONSULTANT's actual cost to Commonwealth Cultural Resources Group, Inc. based on Commonwealth Cultural Resources Group, Inc. actual cost up to \$601.27 plus fixed fee of \$54.80 not to exceed \$656.08 (no change).

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$92,263.90 (an increase of \$1,937.96).

The DEPARTMENT REPRESENTATIVE is: Rich Glen, PE, JT Engineering, Inc.; 1077 Centennial Centre Blvd., Hobart, WI 54155, richglen@jt-engineering.com; 920.468.4771.

The MUNICIPALITY REPRESENTATIVE is Mark Radtke, PE, Director of Public Works; 140 Main Street, Menasha, WI 54952, mrادتke@ci.menasha.wi.us; 920.967.3610.

The CONSULTANT REPRESENTATIVE is: Troy Robillard; 3376 Packerland Drive Ashwaubenon, WI 54115; Robillardt@AyresAssociates.com; 920.498.1200.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: Transportation Manager _____

Title: _____

Date: _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS is amended by this amendment as follows for this design contract:

B. ENVIRONMENTAL DOCUMENTATION is amended as follows:

(6) Section 6(f) Evaluation:

Alternative analysis and changes to design to minimize the impacts to Jefferson Park, as well as coordination with DNR, City and MC for acceptable replacement lands.

N. PROSECUTION AND PROGRESS is amended as follows:

(3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates:

90% Plan, Estimate & Road Builders Quantities Submittal	Dec 1, 2015
Final Structure Plans	Dec 1, 2015
Final PS&E & Road Builders Quantities Submittal	Feb 1, 2016
Letting Date	May 10, 2016 (revised)

CONSULTANT DIRECT LABOR RATES

4992-01-00 (Amendment 3)
 C. Menasha, Third St
 Lake Winnebago Slough & Approaches
 Local Street
 Winnebago County

Contract Complete Date: 7/15/2016
 Revised: 01/04/18

Employee Identification	Classification	Current Rate	% Labor Increase	New Labor Rate	Date of Increase	% Labor Increase	New Labor Rate	Date of Increase
Emp. No. 02009	Project Manager	\$ 52.78	2.80%	\$ 54.23	1/1/17	2.80%	\$ 55.78	1/1/18
Emp. No. 02050	Engineer 2	36.80	2.80%	39.89	1/1/17	2.80%	41.00	1/1/18
Emp. No. 02777	Engineer 1	31.93	2.80%	32.27	1/1/17	2.80%	33.17	1/1/18
Emp. No. 2010	Clerical	19.28	2.80%	19.82	1/1/17	2.80%	20.37	1/1/18
		-	2.80%	-	1/1/17	2.80%	-	1/1/18
		-	2.80%	-	1/1/17	2.80%	-	1/1/18
		-	2.80%	-	1/1/17	2.80%	-	1/1/18
		-	2.80%	-	1/1/17	2.80%	-	1/1/18
		-	2.80%	-	1/1/17	2.80%	-	1/1/18
		-	2.80%	-	1/1/17	2.80%	-	1/1/18

Employee Identification	Classification	% Work at 02/16 to 12/16 Rate	% Work at 01/17 to 12/17 Rate	% Work at 01/18 to 12/18 Rate	% Work at 01/19 to 12/19 Rate	% Work at 01/20 to 12/20 Rate	% Work at 01/21 to 12/21 Rate	Weighted Average Hourly Rate
Emp. No. 02009	Project Manager	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$ 52.78
Emp. No. 02050	Engineer 2	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	36.80
Emp. No. 02777	Engineer 1	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	31.93
Emp. No. 2010	Clerical	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	19.28
		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-
		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-
		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-
		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-
		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-
		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-

**DESIGN ENGINEERING
SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS**

4992-01-00 (Amendment 3)
C Menasha, Third St
Lake Winnebago Slough & Approaches
Local Street
Winnebago County

Revised: 01/04/16

Class TASK	Average Hourly Wage	ACT. CODE	Project Manager		Engineer 2		Engineer 1		Clerical		Total	
			Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Administration		740	1	52.78	-	-	-	-	-	-	1	52.78
Reports		748	-	-	-	-	-	-	-	-	-	-
Environmental		767	-	-	-	-	-	-	-	-	-	-
Agency, Utility & Railroad		746	1	52.78	6	232.80	2	62.78	-	-	9	348.36
Public Involvement		743	-	-	-	-	-	-	-	-	-	-
Survey		729	-	-	-	-	-	-	-	-	-	-
Soils Investigation		644	-	-	-	-	-	-	-	-	-	-
Preliminary Roadway		741	-	-	-	-	-	-	-	-	-	-
Preliminary Structure		1,001	-	-	-	-	-	-	-	-	-	-
Final Roadway		742	-	-	-	-	-	-	-	-	-	-
Final Structure		1,002	-	-	-	-	-	-	-	-	-	-
P, S & E		794	1	52.78	4	155.20	1	31.39	-	-	6	239.37
Right-of-Way		745	-	-	-	-	-	-	-	-	-	-
Meetings & Conferences		747	-	-	-	-	-	-	-	-	-	-
Management of Subconsultants		773	-	-	-	-	-	-	-	-	-	-
Real Estate		267	-	-	-	-	-	-	-	-	-	-
Traffic		785	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-	-	-	-
TOTALS			3	158.34	10	388.00	3	94.17	-	-	16	640.51

FEE COMPUTATION BY ENGINEERING TASK

4992-01-00 (Amendment 3)

C Menasha, Third St
 Lake Winnebago Slough & Approaches
 Local Street
 Winnebago County

Revised: 01/04/16

TASK	ACTIVITY CODE	Direct Labor Costs	Indirect Costs	Direct Expenses	Fixed Fee	TOTAL
Administration	740	52.78	97.35	-	9.57	159.69
Reports	748	-	-	-	-	-
Environmental	767	-	-	-	-	-
Agency, Utility & Railroad	746	348.36	642.52	-	63.14	1,054.02
Public Involvement	743	-	-	-	-	-
Survey	729	-	-	-	-	-
Soils Investigation	644	-	-	-	-	-
Preliminary Roadway	741	-	-	-	-	-
Preliminary Structure	1001	-	-	-	-	-
Final Roadway	742	-	-	-	-	-
Final Structure	1002	-	-	-	-	-
P S & E	794	239.37	441.49	-	43.39	724.25
Right-of-Way	745	-	-	-	-	-
Meetings & Conferences	747	-	-	-	-	-
Management of Subconsultants	773	-	-	-	-	-
Real Estate	267	-	-	-	-	-
Traffic	785	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
	0	-	-	-	-	-
TOTALS		640.51	1,181.36	-	116.09	1,937.96

Indirect Home Office Rate 184.44%
Fixed Fee: 7.25%

CONSULTANT CONTRACT TOTAL FEE COMPUTATION

4992-01-00 (Amendment 3)
 C Menasha, Third St
 Lake Winnebago Slough & Approaches
 Local Street
 Winnebago County

01/04/16

	Original	Amendment 1 4992-01-00	Amendment 2 4992-01-00	Amendment 3 4992-01-00	TOTAL CONTRACT
Number of Staff Hours	776	6	77	16	875
Total Direct Labor	\$ 24,811.81	\$ 202.78	\$ 2,516.53	\$ 640.51	\$ 28,171.63
Indirect Home Office Rate 184.44%	45,561.93	372.37	4,641.48	1,181.36	51,757.14
Fixed Fee (% of Labor * 2.5) 7.25%	4,497.15	36.76	456.12	116.09	5,106.12
Non-Labor Direct Charges	848.43		49.50	-	897.93
Sub-Total Ayres Associates	\$ 75,719.32	\$ 611.91	\$ 7,663.63	\$ 1,937.96	\$ 85,932.82
River Valley Testing	\$ 4,775.00				\$ 4,775.00
Bay Title and Abstract, Inc	900.00				900.00
CCRG	-	656.08			656.08
	-				-
	-				-
	-				-
	-				-
	-				-
	-				-
	-				-
Sub-Total Subconsultants	\$ 5,675.00	\$ 656.08	\$ -	\$ -	\$ 6,331.08
Total	\$ 81,394.32	\$ 1,267.99	\$ 7,663.63	\$ 1,937.96	\$ 92,263.90

RESOLUTION R-4-16

A RESOLUTION REGARDING THE OFFICIAL DEPOSITORIES OF THE CITY OF MENASHA

Introduced by Mayor Merkes

BE IT RESOLVED by the Mayor and Common Council concurring that the City of Menasha depositories for public funds are as follows: First National Bank-Fox Valley and all other banks affiliated with First National Bank-Fox Valley in the CDARS and ICS Placement Network, US Bank, Anchor Bank/Old National Bank (merger in progress), Associated Bank, First Business Bank, and the State of Wisconsin Local Government Investment Pool.

Passed and approved this 1st day of February, 2016.

Donald Merkes, Mayor

ATTEST:

Deborah Galeazzi, City Clerk

FISCAL NOTE: This resolution allows the City to participate in the CDARS and ICS investment programs with First National Bank-Fox Valley acting as the custodian, which provides additional protection of City Funds through the Federal Deposit Insurance Corporation.

Peggy Steeno, City Comptroller/Treasurer