

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)

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**CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, June 6, 2016  
Workshop 5:00 PM  
Meeting 6:00 PM  
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY  
(five (5) minute time limit for each person)
- F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
  - 1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
    - Minutes to receive:
      - a. [Administration Committee, 5/16/2016](#)
      - b. [Board of Health, 3/9/2016](#)
      - c. [Board of Public Works, 5/16/2016](#)
      - d. [NMFR Joint Finance and Personnel, 5/24/2016](#)
      - e. [Neenah-Menasha Sewerage Commission, 2/23/2016 & 4/26/2016](#)
      - f. [Parks and Recreation Board, 5/10/2016](#)
      - g. [Personnel Committee, 5/16/2016](#)
      - h. [Plan Commission, 5/17/2016](#)
      - i. [Police Commission, 1/21/2016 & 3/17/2016](#)
    - Communications:
      - j. [Memo from DPW Radtke on placement of dumpsters in Broad Street lot](#)
      - k. [Memo from PRD Tungate on Analysis of Water Treatment Plant Alternate Route](#)
      - l. [Memo from GM Melanie Krause on refinancing of the WPPI lease agreement](#)
      - m. [Memo from CA Captain on Chicken Palace of Menasha grant](#)
      - n. [Memo from Public Health Director Nancy McKenney on Additional Public Health Emergency Preparedness Funds](#)
      - o. [National Gun Violence Awareness Proclamation](#)
      - p. [All 4 Run Day Proclamation](#)
      - q. [Neenah-Menasha Elks Lodge 676 Flag Day Ceremony Invitation](#)
- 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 5/16/16.](#)
    - Administration Committee, 5/16/16, Recommends the approval of:
    - 2. [Accept bid of Post Crescent Media as the official City newspaper, May 2016-May 2017.](#)
    - Parks & Recreation Board, 5/10/16, Recommends the approval of:

3. [Starting in 2017, raise the daily boat launch fee from \\$5 to \\$6, with a portion of this increase to be placed in the Neenah/Menasha Fire & Rescue budget in a manner to be determined by the Mayor and appropriate staff, to partially offset water rescue costs.](#)

Plan Commission, 5/17/2016, Recommends the approval of:

4. [Special Use Permit for 222 Washington Street, Menasha to Common Council with the following conditions:](#)
  - a. Lighting plan to be submitted to include cut sheets on the fixtures along with photometrics;
  - b. Verification of ingress/egress easement(s); and
  - c. Prior to Common Council meeting, elevations of the project are to be submitted with staff approval of the proposed materials.

NMFR Joint Finance and Personnel, 5/24/2016, Recommends the approval of:

5. [Creation of the Water Rescue Trust Fund administered by the City of Neenah on behalf of the Neenah Menasha Fire Rescue with funds received from the increased boat launch fees approved by the Parks & Recreation Commissions of both cities, as well as other donations designated for water rescue services that shall be deposited into this trust account. Oversight of the Water Rescue Trust Fund shall be assigned to the Joint Finance & Personnel Committee, all voting.](#)

#### H. ITEMS REMOVED FROM THE CONSENT AGENDA

##### I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 5/19/2016-6/2/2016 in the amount of \\$1,878,815.45](#)
2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)
3. [Liquor License Applications for 2016-2017 licensing year.](#)
4. [Outdoor Alcohol Beverage Permit Applications for 2016-2017 licensing year.](#)
5. ["Class B" Liquor License Application for Patrick Lee DuFrane, 184-190 Main Street, Menasha, for the 2016-2017 Licensing Year.](#)

##### J. HELD OVER BUSINESS

##### K. ORDINANCES AND RESOLUTIONS

1. [R-17-16 Resolution Approving a 2016 Budget Adjustment for the Purchase of Acquiring a Vacant Lot at 100 Fox Street for the Loop the Lake Trail Project](#)
2. [R-18-16 Resolution Encouraging Graphic Packaging International to Pursue Sale of Operating Plant](#)
3. [R-19-16 Resolution Approving Intergovernmental Agreement between the City of De Pere and the City of Menasha Regarding Mutual Assistance for Environmental Services](#)

##### L. APPOINTMENTS

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

##### N. RECESS TO COMMITTEES

##### O. CLAIMS AGAINST THE CITY

Adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session: and Wis. Stats. §19.85(1)(g): Conferring with legal counsel for the governmental body that 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.

1. March 18, 2016 Garbage Truck Incident

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

- i. Time Warner Cable
  - ii. AT&T
  - iii. WE Energies
2. Scott M. Clavers
3. PCB Litigation
  - i. Appleton Papers Inc. and NCR Corporation v. George A. Whiting Paper Company, et al.; E.D. Wis. Case No. 08-CV-00016-WCG (“Whiting”)
  - ii. United States of America and State of Wisconsin v. NCR, et al., E.D. Wis. Case No. 10-C-910-WCG (Government Case)

May reconvene into open session to act on items discussed during closed session.

P. ADJOURNMENT

**MEETING NOTICE**  
**Monday, June 20, 2016**  
**Common Council Meeting – 6:00 p.m.**  
**Committee Meetings to Follow**

CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
May 16, 2016  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called do order by Chairman Nichols at 6:56 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, DPW Radtke, ASD Steeno, PHD McKenney, AP Englebert, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [Administration Committee, 4/19/16](#)

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

Motion carried on voice vote.

D. COMMUNICATIONS

1. [Municipal Property Insurance Company \(MPIC\) to CA Captain, 4/11/16; Appraisal Services.](#)

No discussion/action.

E. DISCUSSION/ACTION ITEMS

1. [Accept bid of Post Crescent Media as the official City newspaper, May 2016-May 2017.](#)

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council To accept bid of Post Crescent Media as the official City newspaper for May 2016-May 2017.

Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Keehan seconded by Ald. Krautkramer to adjourn at 6:58 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC  
City Clerk

## CITY OF MENASHA BOARD OF HEALTH

### Minutes

March 9, 2016

A. Meeting called to order at 8:07 AM by Chairman Candyce Rusin.

B. Present: Candyce Rusin, Nancy McKenney, Lori Asmus, Dr. Teresa Rudolf

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

Absent: Diane Hotynski

C. MINUTES TO APPROVE

Dr. Teresa Rudolf moved to approve February 10, 2016 minutes, seconded by Lori Asmus.

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. Budget carryovers have been submitted to Peggy Steeno, Director of Finance.

The City of Menasha and City of De Pere Public Health Departments are drafting a memorandum of understanding for registered sanitarian services. Nancy McKenney noted that she attended Point Poverty Outcomes and Improvement Network Team (POINT) training along with health officers from the City of De Pere, City of Appleton, and Winnebago County. The public health team will promote physical activity and nutrition POINT uses continuous improvement processes to strengthen existing poverty reduction efforts in Northeast WI. This is an initiative of the Institute for Healthcare Improvement (IHI), supported by U.S. Venture Fund for Basic Needs; the J. J. Keller Foundation; the community foundations in Oshkosh, the Fox Valley and Green Bay.

Nancy McKenney noted that she was appointed to the Wisconsin DHS HFS 139 Administrative Rules Revision Committee. This rule addresses the credentials of public health nurses.

The Board reviewed Resolution R-8-16 Weight of the Fox Valley (WOTVF) introduced by Alderman Krautkramer and the memo written by Nancy McKenney supporting the resolution. The memo and resolution were presented at the March 7, 2016 Common Council meeting. The resolution was held over until March 21, 2016. The Board noted that the resolution supports *Weight of the Fox Valley* and local efforts to collaboratively address physical activity and nutrition to improve health and make a collective impact. The Board discussed extensive partnerships in the WOTVF and this resolution as an opportunity to promote Menasha's scenic parks, accessible bike/pedestrian trails and waterfront activities while increasing physical activity.

Lori Asmus moved to support Resolution R-8-16 Weight of the Fox Valley (WOTVF). Dr. Theresa Rudolf seconded the motion. Motion passed.

The Rotary Club has invited Nancy McKenney to speak on March 30, 2016. This will be a community conversation on the results of community health assessments.

Nancy McKenney met with Marci Thiry from the Menasha Joint School District to discuss bloodborne pathogen trainings for staff members. Bloodborne pathogen training was held for Menasha Joint School District staff on February 23.

Menasha Police Department has requested a bloodborne pathogens training which will be scheduled this spring.

The Health Department has an academic affiliation with the University of Wisconsin Oshkosh Bachelor of Science in Nursing Program. They are planning a "Walking School Bus" and have been engaged in public health nursing activities.

**The Menasha Health Department will host a University of Wisconsin Green Bay Masters in Nursing Leadership intern in the fall of 2016.**

**Employee Safety Program:** Normal Safety Committee meetings were held. Hearing screening is scheduled for April 19. The sign-up sheet is in the process of being distributed to all affected departments.

**Environmental Health Programs:** The plan review for the new Festival Foods Store has been completed. Todd Drew stated that an additional license to Hissho Sushi will also be required for that site including complex processes and HACCP

plan reviews. The former Menasha Grill is under renovation to be a new restaurant. The Weathervane is currently renovating the former Korona Klub and will expand seating into the entire building. Todd Drew followed up on 6 animal bites including 1 case where the individual received a message recommendation to have the rabies shot series as the dog was not in or available for quarantine. The individual did not respond to repeated messages. Todd Drew stated he will be involved in 2 enforcement conferences for work done with the DNR the week of March 14. Todd Drew also stated that he will be monitoring the demolition of Seton School. Todd Drew provided an update as to the progress of the merger of food / recreational licensing programs to DATCP. Drew cited the items that will require change in City ordinances and policies.

**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. Linda Palmbach reported that the Menasha Health Department is following up on latent tuberculosis cases. Liz Rosin is in the process of setting up CPR and First Aid classes for the Menasha Joint School District and City of Menasha Staff. Nancy McKenney updated the Board on the Elizabethkingia Infection.

**Health Screening 60+ Program:** Vicki Schultz reported she is handing out the YMCA 60+ brochure for 2016 to local churches. She will be organizing a Walking Club that will be starting in May.

**Prevention Program:** The Prevention Program is in the process of planning the 2nd Annual Corny Community Walk which will be held August 11, 2016. The Menasha Health Department will be partnering with many local businesses, the Parks and Recreation Department, Neenah-Menasha Fire Department and the Menasha Police Department for this event.

**Radon:** No Report

**School Health Aides: No report**

**Dental Program:** Loretta Kjemhus reported that the first fluoride varnishes for 2016 are in the process of being completed at all the elementary schools in Menasha. All dental talks have been completed at all schools. Follow-up with parents with children exhibiting decay will be continued through the summer.

**Dental Sealant Program:** Claire Opsteen is in the process of scheduling dental sealants and fluoride varnish placements for Maplewood and the elementary schools in Menasha.

**Lead Prevention Program:** Todd Drew reported on a lead case he and Liz Rosin followed up on. Todd Drew conducted lead hazard assessments on 2 separate homes related to a child found with a BLL above 10 ug/dl. Lead hazards were identified by samples at both properties. Additional monitoring once the child has a follow-up test. Todd Drew has offered the use of the HEPA vacuum to assist family in lead hazard reduction activities. Todd Drew also discussed two proposed legislative bills related to lead AB963 and AB957.

Nancy McKenney noted that she received and forwarded the 2014 Wisconsin Lead Report. Misleading media coverage was discussed with the State of Wisconsin Lead Program and a request made for them to follow up with the media source.

**Immunization:** The Health Department is able to secure additional funding for adult immunization. Objectives and allocations are being reviewed for feasibility.

**Emergency Preparedness:** All staff has been trained in PPE through FVTC sponsored by the Regional HealthCare Coalition. If there was a catastrophic event that required vaccine to be received from the State, Menasha would be responsible for obtaining the vaccine for nursing facilities for less than 25 beds. Loretta Kjemhus and Vicki Schultz will be attending the Fox Valley Area Healthcare Coalition on March 17<sup>th</sup>.

**Twenty Four/Seven:** No report.

**Senior Center:** No Report

**Action Items:** Menasha Health Department held a vaccine reference review.

E. HELD OVER BUSINESS: None

F. ADJOURNMENT: Lori Asmus moved to adjourn the meeting, seconded by Dr. Teresa Rudolf. Motion passed. Candi Rusin adjourned the meeting at 9:10 am.

The next meeting will be on May 18th, 2016 at 8:00 a.m.

CITY OF MENASHA  
Board of Public Works  
Third Floor Council Chambers  
140 Main Street, Menasha  
May 16, 2016  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Krautkramer at 6:58 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, DPW Radtke, ASD Steeno, PHD McKenney, AP Englebert, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [May 2, 2016](#)

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

Motion carried on voice vote.

D. COMMUNICATION

1. [Third Street Bridge Replacement Project Bid Results](#)

DPW Radtke explained the lowest bid for the 3<sup>rd</sup> Street bridge replacement project came in higher than budgeted. The State Municipal Agreement with WisDOT capped the federal funding portion. There is estimated \$121,747 gap for the City's share of the project. DPW Radtke explained the three options available to the City. The WisDOT needs the City's recommendation soon to keep the replacement project on schedule. Staff recommends accepting the lowest bid price and funding to cover the \$121,747 gap can come from savings on 2016 street projects. If the Board's choice is to accept the lowest bid submitted, no action is needed and staff will contact WisDOT on the Board's decision.

General discussion ensued on pros and cons associated with three options, increase cost in project, changing/removing parts of the project to reduce cost.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 7:18 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC  
City Clerk

**NMFR Joint Finance & Personnel Committee**  
**Meeting Minutes**  
**May 24, 2016 – 5:30 p.m.**  
**Hauser Room – City of Neenah**

Present: Ald. Pollnow, Krautkramer, Keehan, Benner and Kunz

Excused: Ald. Stevenson

Also Present: Interim Chief Voss, Director Steeno, Deputy Director Handevitd and MA Theisen

Public: Ald. Boyette

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

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

Minutes: The Committee reviewed the meeting minutes from April 26, 2016. **MSC Pollnow/Keehan to approve the April 26, 2016 meeting minutes, all voting aye.**

Budget Report: The Committee reviewed the April 2016 budget report. **MSC Pollnow/Keehan to approve the April 2016 budget report and place on file, all voting aye.**

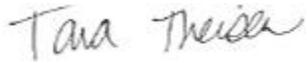
Monthly Activity Reports: The Committee reviewed the April 2016 activity and automatic aid reports. **MSC Pollnow/Keehan to approve the April activity and automatic aid reports and place on file, all voting aye.**

Boat Launch Fees: The Committee reviewed the information regarding the proposed boat launch fee increases by both Parks & Recreation Commissions. Ald. Kunz said there may be some concerns with breaking out specific fees and putting them into a trust fund versus back into the general fund. Ald. Keehan noted this is a unique situation and he didn't feel this was an issue. Ald. Pollnow said we do have other fees such as utility funds that go into specific funds. DC Voss said there have been questions about why there should be a special fund. He noted the equipment that we use is specialized for ice and water rescue services and the equipment is costly. We have a great partnership with Winnebago County who provides the boat for us to use. This fund will help maintain equipment that we can't predict would break and it's costly to repair and/or replace and we may not have the budget to replace this equipment at the time it breaks. Ald. Kunz said he overall agrees with the concept of this. However, the overall boat launch fees are very similar to other communities and the public doesn't know that they are paying for additional services that is provided by us. Ald. Steeno said these fees would help stabilize funding equipment that is now part of the operating budget. DC Voss said he can't speak for what has been done for the funding for the dive team for the past. However, we now have a service that we need to maintain and in the end it's all water rescue services. Our Department was asked to come up with another funding sources for our water rescue services to help maintain the budget. The fees will be collected by each City through the year. In January of the following year, each Finance Director will total up the monies collected and transfer this money into our fund. So we will be about a year behind before we can use the funds. Ald. Pollnow asked about the fee increase for this and if it affects reducing our tax levy. Director Steeno said the State had a specific fee structure for what this affects and she this wasn't part of this. Ald. Benner suggested each City look at adding a donation line for the boat launch fees and have this be another source of revenue for the fund. **MSC Pollnow/Keehan recommends the City of Neenah and City of Menasha Common Council's approve creation of the Water Rescue Trust Fund, administered by the City of Neenah on behalf of the Neenah Menasha Fire Rescue with funds received from the increased boat launch fees approved by the Park & Recreation Commissions of both Cities, as well as, other donations designated for water**

rescue services, shall be deposited into this trust account. Oversight of the Water Rescue Trust Fund shall be assigned to the Joint Finance & Personnel Committee, all voting

MSC Pollnow/Keehan to adjourn at 6:05 p.m., all voting aye.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Tara Theisen".

Tara Theisen  
Management Assistant

# NEENAH-MENASHA SEWERAGE COMMISSION

## Regular Meeting

Tuesday February 23, 2016

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

**Present:** Commissioners Kathy Bauer, Forrest Bates, Steve Coburn, Tim Hamblin, Mike Sams, Raymond Zielinski, Dale Youngquist; Manager Paul Much, Accountant Roger Voigt.

**Also Present:** Tom Kispert (McMAHON); Rob Franck, Randall Much (MCO).

Public Forum. No one in attendance for public forum.

January 26, 2016 Regular Meeting minutes: Motion made and seconded by Commissioners Zielinski/Coburn to approve the minutes from the January 26, 2016 Regular Meeting. Motion carried unanimously.

## Correspondence

The following correspondence was discussed:

February 5, 2016 letter from Mark Radtke, Menasha Director of Public Works to the NMSC.  
RE: Monitoring Station Sampling Improvements.

February 8, 2016 email and response between Mark Brown, Associated Appraisal Consultants and Roger Voigt, NMSC.  
RE: Tax Exempt status on property purchased – 91 Madison Street.

## Old Business

Ordinance-Contract Change. Randall Much reported on the meeting that was held with Attorney Thiel to discuss changes to the Ordinance-Contract; a draft version of the changes is being worked on. When the draft version is complete he will be review it with Commissioner Hamblin.

## New Business

### Operations, Engineering, Planning

HSI Blower Status Update. Randall Much reported on the meeting with NMSC and Atlas Copco representatives to view the blower building, discuss the new blower costs, and costs associated with replacing the current blowers with the new blowers. Tom Kispert discussed the proposal from McMahan Associates and the scope of services related to design work for the new units and the size difference between the two style of units, the different controls needed, interior cooling in blowers, the start-up services, the onsite services and the construction services. The new blower units are expected to be delivered late spring or early summer with installation to be around September. This would be treated as a repair or replacement of defective equipment.

President Youngquist requested to continue with this discussion regarding the McMahan Associates contract Amendment #1 to the Owner-Engineer Agreement proposal for services; this

is item D on the agenda. Commissioners further discussed Amendment #1 to the Engineering Agreement. After discussion motion made and seconded by Commissioners Zielinski/Sambs to approve Amendment #1 to the Owner-Engineer Agreement for Professional Services dated August 28, 2012. Commissioner Bauer questioned the need for the air conditioning of the building. Tom responded at this time we are not able to determine the proper size of air conditioning for the building, or if it is needed with the new blowers. Once we know the amount of heat generated by the blowers then a determination will be made if air conditioning should be installed and what size of a unit. Both Rob Franck and Tom indicated the cost to add air conditioning would not be substantially impacted if we did it with the replacement of the units or if we waited until we would know if we really needed air conditioning and what size. If the air conditioning would be installed with the project we run the risk of installing a unit that would be either undersized or oversized. After discussion motion carried unanimously.

Phosphorus Analyzer – Manager Much reported the testing of Alum is complete and staff is in the process of getting ready to switch to the next chemical, Ferric Chloride. Alum was not able to meet the needs for phosphorus removal; ferric is a more expensive chemical option versus the Alum that was being used.

Tom Kispert reported on the status of the iReportPlus reporting software. The clock sync between the program and the SCADA system has been fixed, they are still working on the manual lab data entry to speed up the entry process, data point tags need to be verified. President Youngquist questioned how long can we expect this to take, a couple of months? A year? Tom is hopeful it will be sooner.

McMahon Invoice. Motion made and seconded by Commissioners Zielinski/Bauer to approve for payment McMahon invoice #901306 in the amount of \$1,400. Motion carried unanimously.

Manager Much discussed the Operating Report for the month of January 2016. The plant is running well, meaning we are meeting limits. During the recent cold spell there was an issue with a compactor/washer freezing. Chad Olsen supplied Manager Much with the additional hauling costs due to the centrifuges not performing as specified; the current estimated additional cost for solids hauling is \$16,795 per year. This is the additional costs related to the centrifuges performing currently at 22% solids and not the 25% solids in the bid specifications. Tom reported he has not been able to obtain data for the performance testing from the manufacturer. Following additional discussion by the Commissioners, Manager Much was authorized to contact Attorney Thiel to discuss the situation and input on how to proceed. Tom Kispert reported on the controls and SCADA; they are close to the final review. Rob Franck reviewed and discussed his written report related to equipment issues. Rob also reviewed and discussed his written report on equipment and grounds projects. Rob further discussed the February 13 fine screen washer and compactor failure and also the February 4 ground fault failure in the Service Building. After discussion motion made and seconded by Commissioners Zielinski/Coburn to approve the Operating Report for the month of January 2016. Motion carried unanimously.

#### Budget, Finance, Personnel

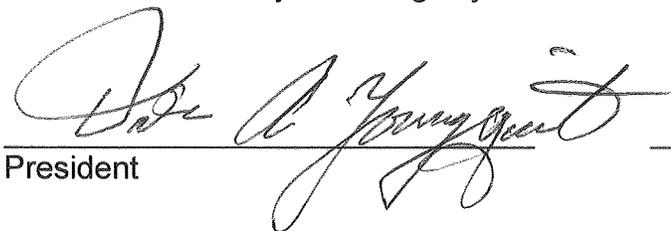
Accountant Voigt discussed the financial statements and the cash & investment report for the month of January 2016. The year end 2015 operations will finish with a deficit; five users will be owing money for the year end and one user will receive a refund. President Youngquist

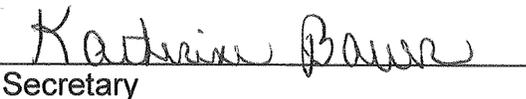
questioned the budget amounts entered for Depreciation Expenses, as well as for the Replacement Income and Depreciation Income; the income budget amounts appear to be switched between the two items. Accountant Voigt agreed and will verify, and will also check on the Depreciation Expense budget amounts. Commissioner Bates questioned the Other (Income) Expense category and the listing of how the income and expense items appear on the report; Accountant Voigt will review the setup in the software package. Accountant Voigt reported the audit field work was completed in early February and is hoping the final year end reports will be available for the March meeting. MCO generated \$2,000 in income to the Commission in January. After discussion, motion made and seconded by Commissioners Coburn/Zielinski to accept the Accountant's Report for the month of January 2016. Motion carried unanimously.

Accountant Voigt reported on the monthly invoice for services; there are health insurance credits for an employee who retired and the new employee hired did not sign up for health insurance. Accountant Voigt also indicated there will be another credit and cost reduction coming as one employee has switched from family coverage to single coverage; later this year there will be an increase in the insurance cost as two individuals will go from single coverage to family coverage due to marriages. Motion made and seconded by Commissioners Zielinski/Samb's to approve for payment MCO invoices #20115 and #20154 in the amounts of \$122,612.47 and \$416.05 with payment to be made after March 1, 2016. Motion carried unanimously.

Motion made and seconded by Commissioners Youngquist/Coburn to approve Operating and Payroll Vouchers #135468 through #135524 in the amount of \$273,264.55 for the month of January 2016. Motion carried unanimously.

Motion made and seconded by Commissioners Zielinski/Coburn to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:05 a.m.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

# NEENAH-MENASHA SEWERAGE COMMISSION

## Regular Meeting

Tuesday April 26, 2016

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

**Present:** Commissioners Kathy Bauer, Forrest Bates, Steve Coburn, Tim Hamblin, Mike Sams, Raymond Zielinski, Dale Youngquist; Manager Paul Much, Accountant Roger Voigt.

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

Public Forum. No one in attendance for public forum.

March 22, 2016 Regular Meeting minutes: Motion made and seconded by Commissioners Zielinski/Bates to approve the minutes from the March 22, 2016 Regular Meeting. Motion carried unanimously.

### Correspondence

There was no correspondence to be discussed:

### Old Business

Ordinance-Contract Change. There is no update at this time, Attorney Thiel reported there will be information for the May meeting.

Town Neenah S.D. #2 Lift Station #2 meter replacement. Rob Franck reported the meter is here and the estimated cost to install the unit is \$2,800.

Waverly S.D. meter replacement. Rob Franck reported the meters are here and the estimated cost to install the meters is \$3,800.

Commissioners discussed the email received from Attorney Thiel regarding the threshold for public bidding and requirements for multiple quotes if a project does not require public bidding.

### New Business

#### Operations, Engineering, Planning

HSI Blower Status Update. Chad Olsen reported they have not received drawings of the new blowers. They are trying to get these to begin the process of obtaining prices to replace the current units.

Phosphorus Analyzer – Manager Much reported the ferric is working well; right now we would be under the new proposed permit limits. Commissioner Bauer questioned if we could be creating another environmental issue with this chemical. Manager Much responded possibly with chlorides, Chad Olsen added this is a commonly used chemical for a coagulant in the industry.

Rob Franck reported on the status of the iReportPlus reporting software. The focus of work efforts by McMahon has been on the SCADA system this past month; this needs to be complete in order to complete the iReportPlus reporting system. Chad reported he will be the lead on the outstanding projects except for the blower replacement. Tom Kispert will continue as the lead on the blowers

McMahon Invoice. Motion made and seconded by Commissioners Coburn/Hamblin to approve for payment McMahon invoices #901864, #901865, and #902002 in the amounts of \$2,400, \$1,175.00, and \$5,000.00. Motion carried unanimously.

Rob Franck discussed the one estimate received for \$16,970 to install concrete along the south side of the blower building; he has not yet received additional quotes for the project. President Youngquist questioned the desire of the other Commissioners if we should accept the one quote or if we should obtain additional quotes. After discussion, Rob indicated he would be obtaining a couple more quotes and bring them to the May Commission meeting. Commissioner Zielinski suggested when a contract is awarded that an explanation would be added to the contract award to indicate the project was not bid due to being under the dollar amount required for public bidding. President Youngquist thought this would be a good idea.

Interceptor GIS locates. Rob Franck reported that McMahon was not able to locate and GIS three interceptor manholes in Menasha. Rob will talk with Mark Radtke (Menasha Public Works Director) to see what work Menasha has been performing on the interceptor and if they may have any updated documentation that may help us locate these manholes.

Sewer Extension Request. Commissioners discussed the sewer extension request for Woodcrest Heights Drive located in the City of Menasha, Waverly Sanitary District. Motion made and seconded by Commissioners Bates/Zielinski to approve the sewer extension request received for Woodcrest Heights Drive located in the City of Menasha, Waverly Sanitary District. Motion carried unanimously.

Manager Much discussed the Operating Report for the month of March 2016. The plant flows doubled in March; the effluent loadings did not increase. This is possibly due to the use of ferric. Rob reviewed and discussed his report regarding new equipment issues. Rob further discussed the issues with the Grundfos pumps, boilers, SCADA, and GIS system. Rob also reviewed and discussed his report regarding equipment and grounds projects. Chad Olsen distributed and discussed a worksheet listing the outstanding projects and the anticipated completion dates. President Youngquist questioned the status of the centrifuge performance test; Manager Much and Rob discussed the status, the manufacturer is looking for a polymer system to bring in for the performance trial. Chad will contact them to find their intent and the polymer system equipment use after the performance test is completed. After discussion motion made and seconded by Commissioners Zielinski/Sambis to approve the Operating Report for the month of March 2016. Motion carried unanimously.

#### Budget, Finance, Personnel

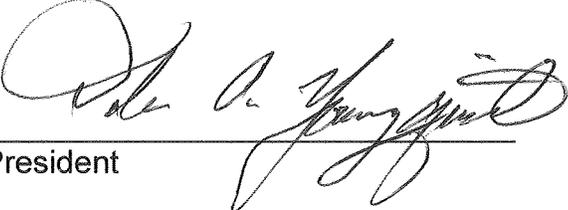
Accountant Voigt discussed the financial statements and the cash & investment report for the month of March 2016. Currently the Commission is operating with an income in the operations; this will be monitored and if the income becomes too large we will look at adjusting the rates for

the third or fourth quarter. Accountant Voigt reported on funds transferred from the checking account and ICS CDARS accounts and placed into CDARS accounts with varying maturity dates to take advantage of the higher interest rates. MCO generated \$1,600 in income to the Commission in March. After discussion, motion made and seconded by Commissioners Zielinski/Bates to accept the Accountant's Report for the month of March 2016. Motion carried unanimously.

Motion made and seconded by Commissioners Coburn/Bauer to approve for payment MCO invoices #20276, #20317 and #20314 in the amounts of \$123,862.56, \$518.60 and \$122.40 with payment to be made after May 1, 2016. Motion carried unanimously.

Motion made and seconded by Commissioners Zielinski/Sambis to approve Operating and Payroll Vouchers #135562 through #135614 in the amount of \$258,773.57 for the month of March 2016. Motion carried unanimously.

Motion made and seconded by Commissioners Coburn/Hamblin to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:10 a.m.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**CITY OF MENASHA**  
**Parks and Recreation Board**  
**City Hall – 1<sup>st</sup> Floor Conference Room**  
**May 10, 2016**  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

The meeting was called to order by Chr. D Sturm at 6:06 pm.

**B. ROLL CALL/EXCUSED ABSENCES**

MEMBERS PRESENT: Nancy Barker, Lisa Hopwood, Ald. Alex Zielinski, Chr. Dick Sturm

MEMBERS EXCUSED: Sue Pawlowski, Brian Adesso, Tom Marshall

OTHERS PRESENT: PRD Tungate, PS Maas, Asst. Fire Chief Mike Sipin

**C. MINUTES TO APPROVE**

1. **Minutes of the April 12, 2016 Regular Park Board Meeting:** Moved by L. Hopwood, seconded by Ald. Zielinski to approve the minutes of the April 12, 2016 Park Board meeting. Motion carried.

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

**E. REPORT OF DEPARTMENT HEADS/STAFF/OR CONSULTANTS**

1. **Department Report:** PRD Tungate reported on the interviewing and hiring process for the pool and recreation programs, softball leagues play will begin soon, collaboration with the MHS art class to make a small metal turtle sculpture for the Gilbert site, project planning for the final phase of tennis court work at Clovis Grove park this summer, new play equipment will be ordered soon for Hart Park. Summer Board meeting locations were discussed and decided on. *June: Jefferson Park July: Smith Park August: New Eastside Park Sept: Gilbert Waterfront Picnic Shelter*
2. **Park, Pool and Vandalism Report:** PS Maas reported on some vandalism at Hart Park, grass cutting is now taking up a lot of staff time, Arbor Day ceremony was held on April 19 at MHS and trees were planted along School Ct. Rip rap was placed along small sections of the Gilbert shoreline, marina harbor house was re-roofed and a refurbished fuel dispenser was installed, work continues on getting the pool ready for the summer. Dr. Robert Gehringer has started to grow some small trees that he intends to donate to the city when they are large enough.

**F. DISCUSSION**

1. **New Eastside Park Community Playground Build, Saturday, June 4:** PRD Tungate gave an update on how volunteer recruitment is going. Approximately 10-15 more people are still needed. Volunteer registration forms are available on the city website. Board member L. Hopwood and B. Adesso are recruiting around the neighborhood. Final site prep plans will be completed soon. Some equipment work will be done by city staff on the Friday before the Saturday install.
2. **Garbage Containers in Parks:** Chr. Sturm led a discussion to determine the current Board's position on the department's policy on providing garbage containers in the parks. For approximately the past sixteen years, fewer garbage cans have been out in the parks. This was undertaken as part of a larger movement by other park and recreation departments to adopt more of a "carry it in, carry it out" philosophy in regards to garbage. Staff reported that this policy has not resulted in any more garbage being present on the ground within the park system. PS Maas noted that wind and birds can commonly contribute to garbage ending up on the ground. He also noted that even when cans are out-such in the case at the skatepark, park users frequently

choose not to use them. Containers are available at all main park shelter facilities and if someone reserves a picnic site. The consensus of the Board was to maintain the current policy of garbage can placement within the parks.

3. **Loop the Lake Update – 100 Fox Street:** PRD Tungate reported that staff was given authority by the Council to pursue an offer to purchase with the owners of this lot to be used for the Loop trail project. The lot would include a seven vehicle parking lot and has received favorable feedback from the adjacent property owner to the west. It also was reported that staff had a very positive discussion with the property owners earlier in the day. The hope is that an accepted offer to purchase can be forwarded to the Council by June 6.

#### **G. ACTION ITEMS**

1. **Starting in 2017, raise the daily boat launch fee from \$5 to \$6 with 50¢ from each daily fee going to the Neenah/Menasha Fire & Rescue budget to help offset water and dive rescue costs:** Asst. Chief Mike Sipin was at the meeting to further support the action item on the agenda. Part of the discussion had to do with specifics of how the new revenue would become part of Neenah/Menasha Fire & Rescue's 2017 budget. The action item was revised to give the Mayor, staff and Council the flexibility to insert the intended funds into the budget as they see fit. The amount of new revenue requested by Asst. Chief Sipin for 2017 was \$1,200, which is roughly half of the revenue that would be generated by raising the daily fee. The City of Neenah has already taken similar action. Motion by L. Hopwood, seconded by Ald. A. Zielinski that starting in 2017, raise the daily boat launch fee from \$5 to \$6, with a portion of this increase to be placed in the Neenah/Menasha Fire & Rescue budget in a manner to be determined by the Mayor and appropriate staff, to partially offset water rescue costs. Motion carried.

#### **H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA**

Five (5) minute time limit for each person

#### **I. ADJOURNMENT**

Moved by L. Hopwood, seconded by Ald. Zielinski to adjourn at 7:54 pm. Motion carried.

CITY OF MENASHA  
PERSONNEL COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
May 16, 2016  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Keehan at 7:19 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Collier, Keehan, Zelinski, Spencer, Benner, Nichols, Taylor, Krautkramer, Mayor Merkes.

ALSO PRESENT: CA Captain, PC Styka, ASD Steeno, PHD McKenney, AP Englebert, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [Personnel Committee, 4/19/16](#)

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

Motion carried on voice vote.

D. ACTION/DISCUSSION ITEMS

1. [Director of Public Works Position – Recruitment Process.](#)

ASD Steeno explained with the upcoming retirement of DPW Radtke on July 1 the recruitment process for his successor needs to begin. She explained the position of Public Works Director is a City Officer position and the recruitment procedure is different than other city positions.

Moved by Ald. Benner seconded by Ald. Taylor to authorize Administrative Services Director to proceed with the recruitment process for the Public Works Director position.  
Motion carried on voice vote.

General discussion ensued on forming a sub-committee to conduct initial interviews for Director of Public Works position and who should be on the sub-committee.

Moved by Ald. Taylor seconded by Ald. Zelinski to form a sub-committee of eight members consisting of Administrative Services Director, a City Department Head, Mayor Merkes, a Public Works Director from another municipality, two Aldermen, and two citizens.

General discussion ensued on the role of the sub-committee in the interview process and how to select the citizen representatives.

Moved by Ald. Collier seconded by Ald. Taylor to select Tim Jacobson as a citizen member of the sub-committee.

Motion carried on roll call 5-4.

Ald. Nichols, Taylor, Krautkramer, Collier, Zelinski voted yes.

Ald. Keehan, Spencer, Benner, Mayor Merkes voted no.

Ald. Nichols stated that the vote on the board was not the way she voted, and it was determined that the electronic tally board was not cleared before she cast her vote.

Moved by Ald. Collier seconded by Ald. Spencer to reconsider the motion due to technical issues.

Motion carried on voice vote.

Motion on the table for reconsideration: Moved by Ald. Collier seconded by Ald. Taylor to select Tim Jacobson as a citizen member of the sub-committee.

Motion fails on roll call 4-5.

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

Ald. Nichols, Keehan, Spencer, Benner, Mayor Merkes voted no.

General discussion ensued on the confidentiality of candidates for the position at that point in the process, the large size of the proposed committee, and the potential of removing the 2 citizens from the proposed sub-committee.

Moved by Ald. Benner seconded by Ald. Zelinski to amend, to remove the two citizen members from sub-committee.

Motion on amendment carried on roll call 8-1. Ald. Taylor voted no.

Original motion to form a sub-committee consisting of Administrative Service Director, a City Department Head, Mayor Merkes, a Public Works Director from another municipality, and two Aldermen.

Motion carried on roll call 7-2.

Ald. Nichols, Krautkramer, Collier, Keehan, Spencer, Benner, Mayor Merkes voted yes.

Ald. Taylor, Zelinski voted no.

General discussion ensued on which Council members to select to sit on sub-committee.

Moved by Ald. Taylor seconded by Ald. Zelinski to select Ald. Spencer and Ald. Collier to sit on sub-committee.

Motion carried on roll call 9-0.

ASD Steeno stated the interview schedule will be set at a later date.

#### E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Krautkramer to adjourn at 8:20 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC  
City Clerk

**CITY OF MENASHA**  
**Plan Commission**  
**Council Chambers, City Hall – 140 Main Street**  
**May 17, 2016**  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

The meeting was called to order at 3:30 PM by Mayor Merkes.

**B. ROLL CALL/EXCUSED ABSENCES**

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Kevin Benner, DPW Radtke and Commissioners Sturm, DeCoster, Schmidt and Cruickshank (arrived at 3:33 PM).

PLAN COMMISSION MEMBERS EXCUSED:

PLAN COMMISSION MEMBERS ABSENT:

OTHERS PRESENT: AP Englebert, CDC Heim, Greg Muller (Owner, 222 Washington St), Doug Schmidt (Contracting Specialists, Inc.) and Ald. Arnie Collier.

**C. MINUTES TO APPROVE**

1. **Minutes of the April 26, 2016 Plan Commission Meeting**

Motion by Comm. Schmidt, seconded by Comm. Sturm to approve the April 26, 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.

**F. DISCUSSION**

1.

**G. ACTION ITEMS**

1. **Special Use Permit Revised Plan – 222 Washington Street**

AP Englebert provided an overview of the Special Use Permit. The site will be used for indoor storage, which is a permitted use in the I-2 General Industrial District. The site has non-conformities which have triggered the Special Use Permit process. The applicants have submitted revised plans that include the addition of loading docks in lieu of the removal of some parking stalls, perimeter landscaping and wall pack lights that will be placed in the loading dock areas. Staff is looking for a recommendation from the Plan Commission to the Common Council regarding the plan.

Extensive discussion ensued between Plan Commission members, the developer, contractor and city staff which included:

- Raze of house located at 218 Washington Street to create new ingress/egress that would service both 218 and 222 Washington Street
- South side loading zone and entrance area concrete to be replaced
- Current and future site grades
- East façade windows to be closed off for security reasons and installation of the proposed planting bed
- West façade planting bed will be brought to grade with parking lot to accommodate proposed planting bed; windows on that façade will be covered up for security reasons

- and for installation of the planting bed
- Comprehensive Plan vs. proposed use of storage units
- Lighting plan
- Verification of ingress/egress easements

Motion by Comm. DeCoster, seconded by DPW Radtke, to recommend approval of the Special Use Permit for 222 Washington Street to the Common Council with the following conditions:

1. Lighting plan to be submitted to include cut sheets on the fixtures along with photometrics
2. Verification of ingress/egress easement(s)
3. Prior to the Common Council meeting, elevations of the project are to be submitted with staff approval the proposed materials.

The motion carried.

## **H. ADJOURNMENT**

Motion by Comm. DeCoster, seconded by Comm. Schmidt, to adjourn at 4:41 PM. The motion carried.

*Minutes respectfully submitted by CDC Heim.*



President Jason Dionne called the meeting to order on January 21 at 4:30 PM, Menasha Safety Building, 430 First Street, Menasha, Wisconsin

Present: Jason Dionne, Tony Gutierrez, Fran Ebben, Chief Styka, Antione (Last Name Unknown, Menasha Resident)

Absent: Marshall Spencer

Minutes to Approve: Fran Ebben motioned to approve minutes, Tony Gutierrez seconded minutes approval. The motion was unanimously approved.

Communication to Receive: Training Updates (Chief Styka) and Department Updates (Chief Styka)

Discussion: Menasha Police Commissioners, Chief Styka, Antione (resident guest)

Closed Session: Tony Gutierrez moved to enter into closed session at 4:50 pm Fran Ebben seconded the motion. The motion was unanimously supported.

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

- Consideration of employment, promotion, compensation or evaluating the performance of any employee under the commission's jurisdiction.
- Consideration of open department officer position candidates

The next bi-monthly meeting will be held Thursday March 17<sup>th</sup> 2016 at 4:30pm Menasha Safety Building, 430 First Street, Menasha, Wisconsin.

Menasha alderpersons occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee, may be attending; however no official Action of any of these bodies will be taken.

Menasha is committed to its diverse population. Our non- English speaking population or those with disabilities are invited to contact the acting Chief of Police at 967-3500 at least 24-hours in advance to ensure special accommodations can be made.

Respectfully submitted,  
Jason Dionne  
Menasha Police Commissioner



President Jason Dionne called the meeting to order on March 17<sup>th</sup> at 4:32 PM, Menasha Safety Building, 430 First Street, Menasha, Wisconsin

Present: Jason Dionne, Tony Gutierrez, Fran Ebben, Chief Styka

Absent: Marshall Spencer

Minutes to Approve: January minutes are under revision and were not approved.

Communication to Receive: None

Discussion: None

Closed Session: Tony Gutierrez moved to enter into closed session at 4:35pm Fran Ebben seconded the motion. The motion was unanimously supported.

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

- Consideration of employment, promotion, compensation or evaluating the performance of any employee under the commission's jurisdiction.
- Consideration of open department officer position candidates

Open Session: Motion made by Fran Ebben and seconded by Tony Gutierrez to leave closed session at 5:10pm.

New Business:

- Jason Dionne made a motion, seconded by Tony Gutierrez to approve Chief Styka's appointment of Officer Matt Lenss to Patrol Lieutenant. The motion was unanimously supported.
- Receive status report from Chief Styka

## Police Commission Meeting 3/17/2016

### Training:

- Complying with WI Public Records Law: Bonneville (8 hrs)
- The Dark Web: Gruss (3 hrs)
- 21<sup>st</sup> Century Money Laundering: Mauth (3hrs)
- Wisconsin Leadership Foundation Conference: Styka, Halderson & Thorn (20 hrs)
- Courtroom Survival Techniques: Nelson, Abrahamson, Berna (8 hrs)
- Legal Update: All Sworn Personnel (8 hrs)
- Pursuits Update: All Sworn Personnel (8 hrs)
- WI-CAMS Basic: Halderson (3 hrs)
- WI Threat Liaison Officer Training: Zemlock & Halderson (8 hrs)
- PEP Interpretation and Interviewing: Styka, Halderson, Zemlock, Mauthe, Gruss (2 hrs)
- Harness the Power of Ethics: Gallagher (8 hrs)
- Badger TraCS Crash Redesign Workshop: Gallagher (4 hrs)
- Mass Casualty Event Training: Zemlock (7 hrs)
- Transition to Management: Lenss (8 hrs)
- Property and Evidence Management: Bouchard & Bonneville (8 hrs)

### Department Updates:

- WILEAG Accreditation Update
- 2015 Annual Report
- Staffing/Hiring Process Update

Adjourn: Tony Gutierrez motioned to adjourn. Fran Ebben 2<sup>nd</sup> the motion. The motion was unanimously supported.

The next bi-monthly meeting will be held Thursday May 19<sup>th</sup> 2016 at 4:30pm Menasha Safety Building, 430 First Street, Menasha, Wisconsin.

Menasha alderpersons occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee, may be attending; however no official Action of any of these bodies will be taken.

Menasha is committed to its diverse population. Our non- English speaking population or those with disabilities are invited to contact the acting Chief of Police at 967-3500 at least 24-hours in advance to ensure special accommodations can be made.

Respectfully submitted,  
Jason Dionne  
Menasha Police Commissioner



## Memorandum

DATE: June 2, 2016

TO: Menasha Common Council

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

RE: Broad Street Parking Lot Dumpster Enclosures

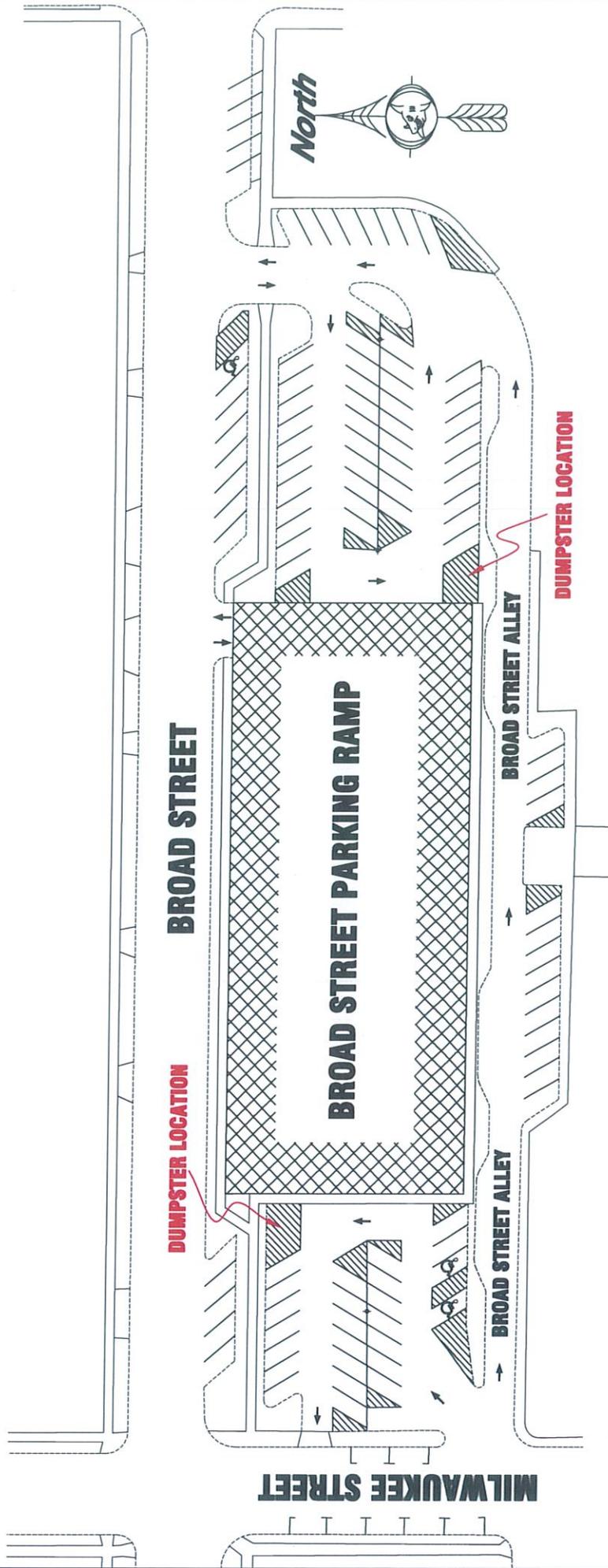
At the previous Common Council meeting, Ald. Taylor asked for an update on the status of completing the Broad Street Parking Lot dumpster enclosures. Attached is a map indicating the proposed location of the two dumpster enclosures, one east and one west of the new parking structure.

Each enclosure will accommodate two dumpsters each, one for single stream recycling and one for refuse. The approximate enclosure size will be 15 feet by 8 feet. We hope to have masonry columns constructed by DPW crews as part of each enclosure. Staff is currently evaluating the enclosure screening material options relative to the available funds for this project. Construction is anticipated for late summer/early fall.

Enclosure

C: Adam Alix, Deputy Director of Municipal Operations

# BROAD STREET PARKING LOT





## MEMORANDUM

To: Mayor Merkes and Common Council

From: PRD Tungate BT

Date: June 1, 2016

RE: Analysis of Water Treatment Plant Alternate Trail Route

At the February 1, 2016 Common Council meeting, a motion was made to have staff study and provide further input on following considerations relative to constructing an alternative off-street trail behind the Neenah-Menasha Water Treatment Plant.

**Trail Cost:** Estimated at \$67,000 for a 1,350 ft long, 10ft wide paved asphalt trail. Estimate from DPW assumes installation by City crew. In general, the NMSC thought it "would not be practical" or "not a viable option" to have a trail behind the plant (see attached minutes).

**Trail Lighting:** Estimated at \$62,000. Assumes fourteen fixtures similar to those at the Gilbert site. Installed by a contractor.

**Land/Environmental:** Treatment plant officials questioned whether adequate space (width) was available for the trail. One pinch point exists towards the south end of the trail. Less than 10' exists between the shoreline rip rap and the treatment plant fence. A section of fence would have to be moved in order to fit the trail in this section. A few years ago, WE Energies offered to sell their vacant land located on the corner of Abby and North Water streets to the treatment plant. The NMSC backed away when WE Energies was unwilling to pay for a Phase 2 environmental study of the property.

**Parking:** At this time, the Park Board is not in favor of creating an off-street parking lot in Shepard Park. It is estimated that approximately 56 on-street parking spaces exist on just the park side of Fox and Mathewson streets alone. The attached trail design for the Mathewson Street right of way does provide a seven (7) car off-street parking lot as part of a greenspace enhancement of this trail landing. The cost of this lot will be part of the Loop the Little Lake project. Trail engineers and staff support the design plan for 100 Fox Street and it has received favorable feedback from the closest neighbor to the west.

**Aesthetics:** Treatment plant officials echoed the sentiment of others- they wondered about the appeal of building a trail so close to their operation.

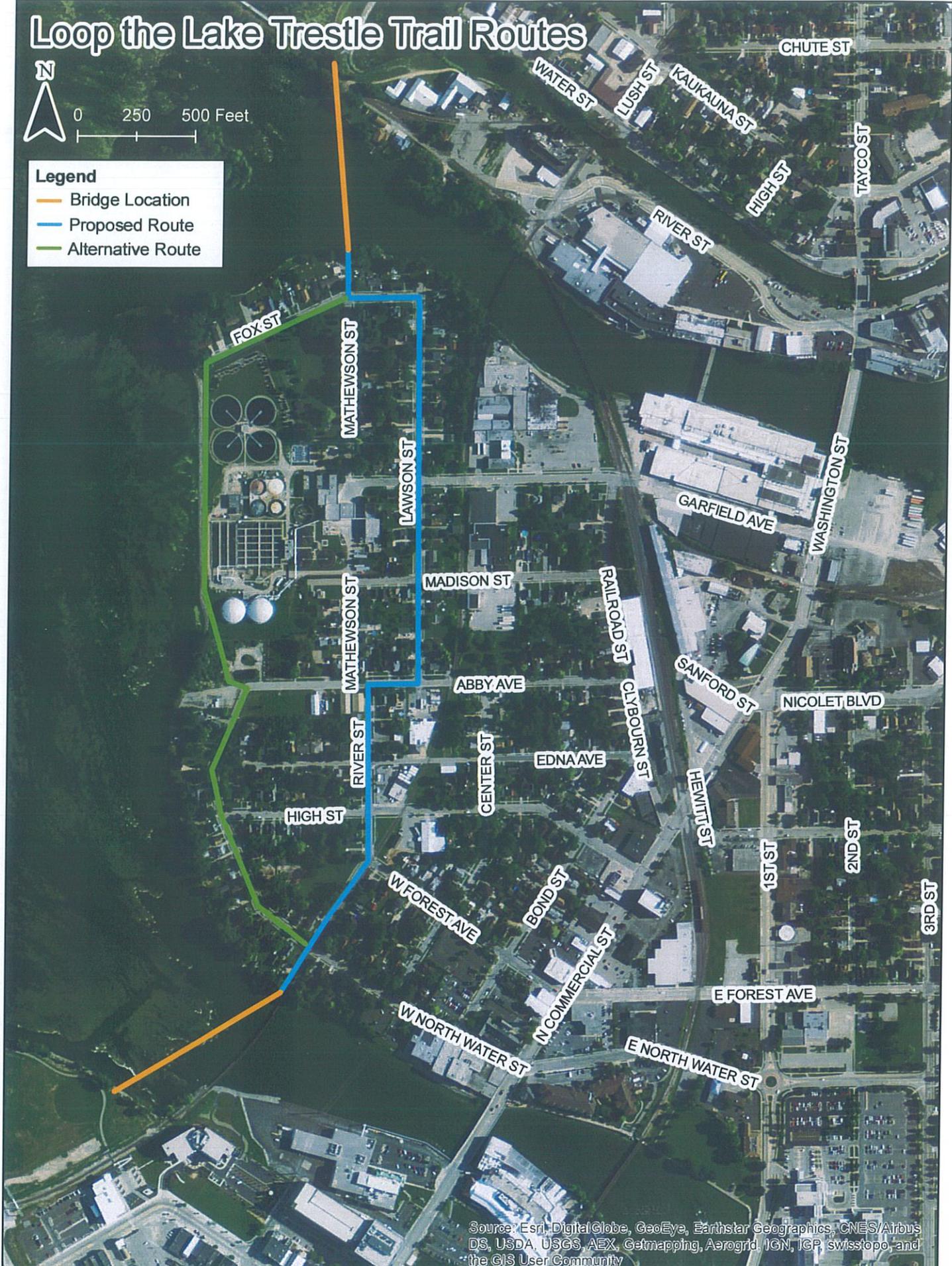
**Summary:** Plant officials verbally expressed concern about placing the trail so close to their fence. They felt it would increase the likelihood of rocks and other debris being tossed over the fence. They also questioned the security of trail users. The Police Department has taken a neutral position towards the on-street versus off-street trail route question. They have seen that trails that are used a lot tend to deter wrong doing.

# Loop the Lake Trestle Trail Routes



**Legend**

- Bridge Location
- Proposed Route
- Alternative Route



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

now have low temperature run times on the units. There are four units labeled for the Commission if we decide to proceed; they are still waiting on costs. Jon indicated this should come to a conclusion in the 1<sup>st</sup> quarter 2016. President Youngquist discussed the meeting held two months ago and the verbal discussion of costs and who would cover the various costs. Chad Olsen will check with the DNR regarding switching the units and to keep them informed on our process of what we are doing.

Phosphorus Analyzer – Manager Much reported the HACH units are running and we are still using the same chemical (alum) for testing. Commissioner Hamblin questioned if the chemical we are using can meet the limits. Manager Much reported in situations of steady flows we are very close to meeting the limits.

Chad Olsen reported on the status of the iReportPlus Reporting Software to replace the current OPS32 software; training has started on manual entry of data into the new system.

Menasha Interceptor and GIS. President Youngquist reported to the Commissioners he signed the agreement for the GIS services to get the project started before any snow arrives making it more difficult to perform the work; we still need official Commission approval of the agreement. Motion by Commissioner Zielinski second by Commissioner Samsb to approve the Agreement for Services with McMahon Associates to provide GIS mapping of the Interceptor for a fee of \$2,800. Motion carried unanimously. Chad reported the field work is complete. The Commissioners further discussed allowing the Commission President or Manager to have authority to sign agreements up to a specified dollar amount. It was decided to have this put on the agenda for the January meeting.

McMahon proposal for monitoring station improvements. Chad Olsen explained the changes that will be occurring at the Town of Neenah S.D. #2 lift station #2 and it will require the Commission to change their equipment for metering; this is similar to what the Town did last year at lift station #3. After discussion motion by Commissioner Coburn second by Commissioner Samsb to approve the Agreement for Professional Services with McMahon Associates for design of a new flow meter at lift station #2 in the Town of Neenah S.D. #2 for a fee of \$5,000. Motion carried unanimously.

\* Accountant Voigt reported being contacted by Brian Tungate from the City of Menasha regarding having the Commission review an alternative route suggested for the Loop the Lake Trail that would be on NMSC property and to provide feedback. After discussion it was the consensus of the Commissioners the suggested alternative route on NMSC property would not be practical.

Manager Much discussed the 2-year contract extension of the Wastewater Service Agreement with U.S. Paper Mills that was drafted by Attorney Thiel. After discussion motion by Commissioner Coburn second by Commissioner Zielinski to approve the 2-year contract extension of the Wastewater Service Agreement with U.S. Paper Mills. Motion carried unanimously.

Manager Much discussed the Operating Report for the month of November 2015. With the rain received last week the plant flows exceeded the maximum design of 65 MGD at the plant. It is estimated the total flow was in excess of 100 MGD; tanks overflowed and the DNR was notified.

**From:** Debbie Galeazzi  
**Sent:** Tuesday, March 08, 2016 2:34 PM  
**To:** Brian Tungate  
**Subject:** RE: Loop the Lake Trail Motion

See below:

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.



Date: June 1, 2016

To: Menasha Utilities Commission  
Menasha Common Council

From: Melanie Krause, General Manager

***RE: Refinancing of the WPPI Lease Agreement***

We have been looking at refinancing the WPPI Lease Agreement with the State Trust Fund Revenue Loan Program. Based on preliminary discussions with the state the interest rate should be lower than we are currently paying and has the potential to save millions of dollars over the term of the lease. The WPPI lease agreement has a term of 4/6/2031 with a 6.5% interest rate and the principal balance as of 6/6/16 will be \$11,327,264.71.

We met with the Public Service Commission (PSC) on May 27 to determine the plan on how the lease agreement will need to be unraveled and how to proceed with borrowing given both will require the approval of the PSC. The PSC was agreeable with Menasha Utilities submitting the Revenue Loan application request to the state prior to submitting an application to the PSC on unraveling the lease. The Revenue Loan application request includes financial information so that the state can determine the interest rates and terms of the loan. Once we have this information we will be coming back to the Commission and Council with more details on this transaction and the borrowing for approval as well as proceeding with the PSC.



## MEMORANDUM

TO: Peggy Steno, Administrative Services Director

FROM: Pamela A. Captain  
*PAC*

SUBJECT: Chicken Palace of Menasha Inc.  
d/b/a Chicken Palace of Menasha

DATE: Tuesday, May 31, 2016

I have received a request from Chicken Palace of Menasha Inc. for a grant of \$8,000 as a result of their Reserve Liquor License. I have reviewed the request and find that all is in order.

Please process a check for \$8,000 to Chicken Palace of Menasha Inc., 1550 Appleton Road, Menasha.

Cc: Common Council



MEMORANDUM

TO: City of Menasha Common Council

From: Nancy McKenney, MS, RDH, Public Health Director

Date: June 1, 2016

RE: Menasha Health Department Secures Additional Public Health Emergency Preparedness Funds

The purpose of this Memorandum is to communicate that the Menasha Health Department has been awarded \$500.00 for completing a Public Health Emergency Preparedness Competency Assessment for the Wisconsin Division of Public Health.

The award will be used by June 30, 2016 and used to offset emergency preparedness training activities.

PROCLAMATION

# National Gun Violence Awareness Day

June 2<sup>nd</sup> 2016

WHEREAS, every day, 91 Americans are killed by gun violence and the lives of countless others are injured; and

WHEREAS, Americans are 25 times more likely to be murdered with guns than people in other developed countries; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, June 2nd, 2016 would have been the 19th birthday of Hadiya Pendleton, a teenager who marched in President Obama's second Inaugural parade and was tragically shot and killed just weeks later; and

WHEREAS, to help honor Hadiya – and the 91 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 2nd, 2016, as the second annual National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to Wear Orange on June 2nd to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 2nd, Americans will raise awareness about gun violence and honor the lives and lost human potential of Americans stolen by gun violence; and

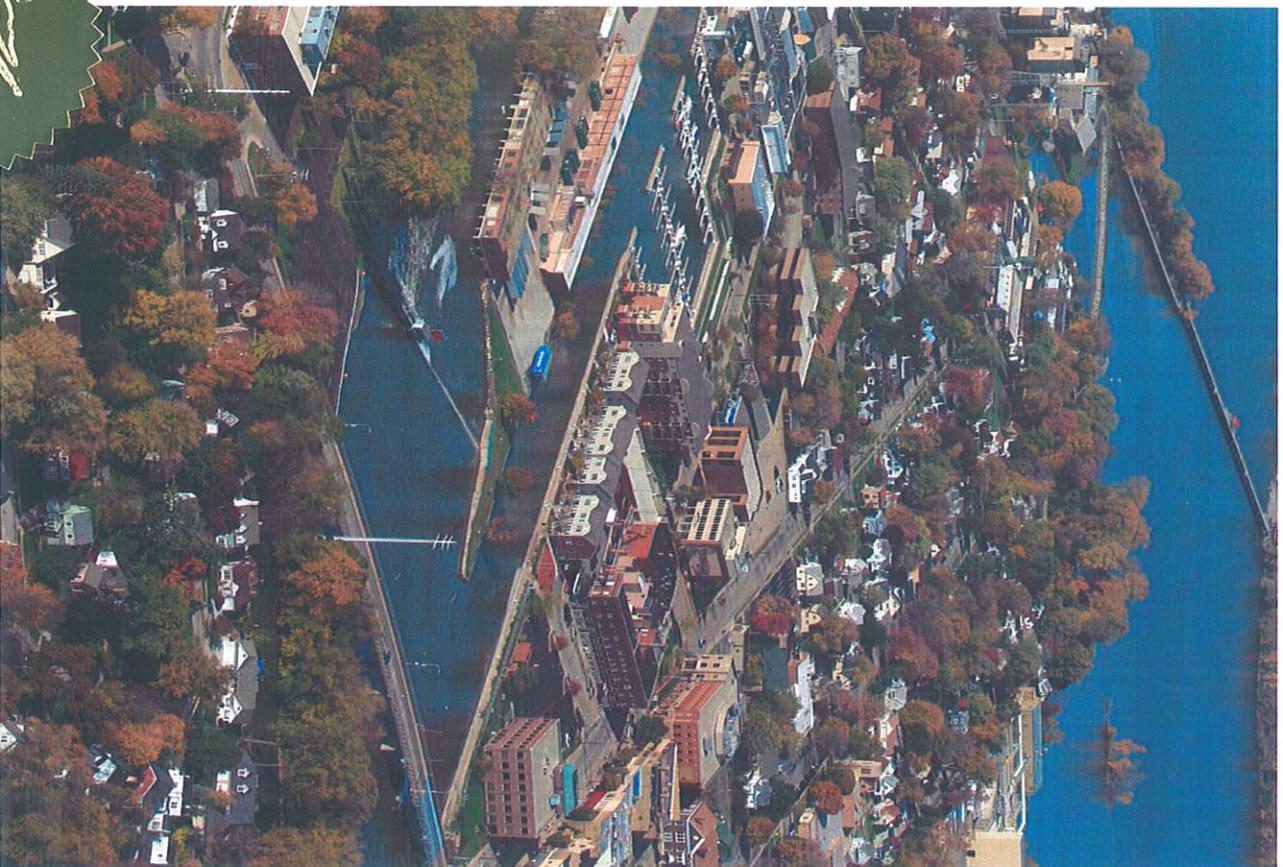
WHEREAS, we renew our commitment to reduce gun violence and keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

Now Therefore Be It Resolved, that I, Donald Merkes, Mayor, proclaim June 2, 2016, as

## National Gun Violence Awareness Day

in the City of Menasha

and encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.



Dated this 1<sup>st</sup> day of June, 2016

A stylized signature of Donald Merkes.

Donald Merkes, Mayor

PROCLAMATION

**All 4 Run Day**  
**June 1<sup>st</sup> 2016**

WHEREAS, Menasha welcomes residents and visitors alike to experience and enjoy Menasha's walkable trails, parks, and waterfront; and

WHEREAS, the American Heart Association states that physical activity boosts mental and physical wellness, and recommends at least 150-minutes of moderate activity each week; and

WHEREAS, Global Running Day, an initiative that since 2009 has encouraged communities and runners and walkers to celebrate and participate in the sport of running and walking on the first Wednesday of June every year; and

WHEREAS, over 160 Fleet Feet Sports locations are coming together on June 1 to showcase the benefits, enjoyment, and passion that results from regular running routines in a massive, coordinated group run that spans 38 states and the District of Columbia: including Menasha, Neenah, Appleton, and Kaukauna; and

WHEREAS, the City of Menasha continues to invest in infrastructure promoting and supporting an active and healthy lifestyle for its residents and visitors, and is committed to creating free, accessible initiatives that foster community goodwill and pride; and

WHEREAS, the "All4Run" group run/walk provides an unique opportunity for the City of Menasha to connect to the other active communities of walkers and runners across the country and showcase the breadth and influence of running communities across the country.

Now Therefore Be It Resolved, that I, Donald Merkes, Mayor, proclaim June 1, 2016, as

**All 4 Run Day**

in the City of Menasha

and invite members of the community to participate in a united group run/walk, and encourage everyone to consider the benefits of incorporating running/walking into a daily health and wellness routine this day and every day.



Dated this 27<sup>th</sup> day of May, 2016

Donald Merkes, Mayor

NEENAH/MENASHA ELKS LODGE 676  
328 NICOLET BLVD.  
MENASHA WI 54952

May 27, 2016

TO: Elected Officials, Department Heads and Staff  
City of Neenah and City of Menasha

FROM: Ernie Bellin, Chairmen  
Elks Lodge 676 Trustees  
920.303.1462

RE: Flag Day Ceremony  
June 10, 2016

You are invited to join us on June 10 to celebrate Flag Day with the Neenah-Menasha Elks. Our Order has celebrated Flag Day since 1907, long before President Wilson issued a proclamation in 1916 that officially established Flag Day.

Lodge 676 will pay tribute to our Flag on Friday, June 10, starting at 5:30 p.m. The program will be held at the Smith Park Gazebo area, 301 Park St. Menasha.

Feel free to bring your family to enjoy the history of each flag and recite the Pledge of Allegiance with us. Cub Scout Pack 3122 from Clovis Grove Elementary and Menasha Boy Scout Troop 50 will assist with the flag presentation. The Neenah Menasha Military Honor Guard will provide a salute and Miss Oshkosh Serena Larie will be the soloist.

Everyone is invited to a light lunch following the program at the Elks Lodge.

CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, May 16, 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 Collier, Keehan, Zelinski, Spencer, Benner, Nichols, Taylor, Krautkramer,  
ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, DFC Voss, DPW Radtke, ASD Steeno,  
PRD Tungate, PHD McKenney, AP Englebert, Clerk Galeazzi.

D. PUBLIC HEARING

1. [Special Use Permit Application for Greg Muller, 222 Washington Street \(Parcel #3-00571-00\) to provide indoor, climate controlled, non-occupant storage on a property with zoning non-conformities in the I-2 General Industrial District.](#)

AP Englebert gave an overview of the request for a Special Use Permit at 222 Washington Street. The Plan Commission is waiting for more information before they make a recommendation.

Sandra Dabill-Taylor, 545 Broad Street, Menasha. She is opposed to the Special Use Permit as storage units do not meet the City's Comprehensive Plan in that area.

Mayor Merkes called the public hearing to a close.

2. [Winnebago County Natural Hazards Mitigation Plan for 2015-2019.](#)

DPW Radtke gave an overview of the Winnebago County Natural Hazards Mitigation Plan.

Municipalities must adopt a hazard mitigation plan before being eligible to receive federal funding.

No one spoke.

Mayor Merkes called the public hearing to a close.

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

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

Sandra Dabill-Taylor, 545 Broad Street, Menasha. 1. Redevelopment Authority has not held the annual organizational meeting as required; 2. CA Captain's memo on the hiring process is confusing, Personnel Committee makes recommendations to Common Council on hiring.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. [Police Week Recognition Awards](#)

PC Styka explained Sera Buck, Jeff Wolfgram, and Thomas Bean received the Police Department's Citizen Life Saving Award for their assistances to the surviving victim of the Trestle Trail incident on May 3, 2015. Sera Buck and Jeff Wolfgram were present to receive the award.

PC Styka recognized the three Officer of the Year Nominees, Inv. Stephanie Gruss, Inv. Pete Sawyer, and Officer Sara Swenson. PC Styka introduced one of the newer Police Officers, Joel Nelson.

Mayor Merkes presented a Proclamation to PC Styka recognizing National Police Week.

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

Minutes to receive:

- a. [Board of Public Works, 5/2/16](#)
- b. [Committee on Aging, 4/14/16](#)
- c. [Library Board, 4/27/16](#)
- d. [Parks and Recreation, 4/12/16](#)
- e. [Plan Commission, 5/3/16](#)

Communications:

- f. [National Public Works Week Proclamation](#)
- g. [National Police Week Proclamation](#)
- h. [Partnership Community Health Center Award Press Release](#)
- i. [CA Captain to Mayor, 5/5/16, \(Sec. 2-3-2 Hiring Process\)](#)
- j. [Mass Clinic Walk Through and Review Invitation](#)
- k. [Sixth Street Sidewalk and Street Construction Permit Letter](#)
- l. [Manitowoc Road/Plank Road Asphalt trail Permit Letter](#)

Moved by Ald. Benner seconded by Ald. Keehan to receive Minutes and Communications a-l.  
Motion carried on voice vote.

Mayor Merkes presented DPW Radtke with a Proclamation recognizing National Public Works Week.

## 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 5/2/16.](#)

Board of Public Works, 5/2/16, Recommends the approval of:

2. [Payment – Vinton Construction, Inc.; Contract Unit 2016-01; Downtown Street, Walkway and Electrical Improvements; Mill Street, Main Street, Pedestrian Link from Broad Street Parking Ramp to Main Street; \\$146,120.70 \(Payment No. 1\)](#)
3. [Recommendation to Award, Contract Unit 2016-02, including Alternate Bid A, to Northeast Asphalt, Inc. for new street construction and reconstruction, concrete curb and gutter, concrete sidewalk, asphalt pavement within parking area, 8' wide asphalt trail and storm sewer for Sixth Street, Ninth Street, Grandview Avenue, Manitowoc/Plank Road \(8' Wide Asphalt Trail\), Menasha Utilities Office \(Parking Area Paving\) and Community Way in the amount of \\$893,042.04.](#)
4. [Recommendation to Award – Washington Street Elevated Water Tank Repainting Project M0002-9-16-00218.02; V & T Painting, LLC; \\$260,000 \(Menasha Utilities\)](#)

Plan Commission, 5/3/16, Recommends the approval of:

5. [The Certified Survey Map at Community Way](#)

Ald. Taylor requested to remove item 2 from Consent Agenda.

Ald. Benner requested to remove item 3 from Consent Agenda.

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

## H. ITEMS REMOVED FROM THE CONSENT AGENDA

Moved by Ald. Benner seconded by Ald. Krautkramer to approve Consent Agenda item 2, Payment to Vinton Construction, Inc.; Contract Unit 2016-01; Downtown Street, Walkway, and Electrical Improvements; Mill Street, Main Street, Pedestrian Link from Broad Street Parking Ramp to Main Street; \$146,120.70 (Payment No. 1)

DPW Radtke reported the two dumpster enclosures for the Broad Street Lot will be completed this summer by City crews.

Motion carried on roll call 8-0.

## H. ITEMS REMOVED FROM THE CONSENT AGENDA, cont'd.

Moved by Ald. Benner seconded by Ald. Krautkramer to approve Consent Agenda item 3, Recommendation to Award, Contract Unit 2016-02, including Alternate Bid A, to Northeast Asphalt, Inc. for new street construction and reconstruction, concrete curb and gutter, concrete sidewalk, asphalt pavement within parking area, 8' wide asphalt trail and storm sewer for Sixth Street, Ninth Street, Grandview Avenue, Manitowoc/Plank Road (8' Wide Asphalt Trail), Menasha Utilities Office (Parking Area Paving) and Community Way in the amount of \$893,042.04.

DPW Radtke explained property owners are asked to sign a Construction Permit to authorize the Project Contractor onto their property to ensure a proper grade transition occurs from their property to the limits of the street right of way.

Motion carried on roll call 8-0.

## I. ACTION ITEMS

### 1. Accounts payable and payroll for the term of 5/3/16-5/12/16 in the amount of \$2,082,023.06

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 dated 5/12/16.

Motion carried on roll call 8-0.

### 3. "Class A" Liquor License Application for Menashafest Inc, d/b/a Festival Foods, 1355 Oneida Street, Menasha, Jason Stingl, agent for the 2015-2016 licensing year.

Moved by Ald. Taylor seconded by Ald. Keehan to approve "Class A" Liquor License Application for Menashafest Inc, d/b/a Festival Foods, 1355 Oneida Street, Menasha, Jason Stingl, agent, for the 2015-2016 licensing year.

Motion carried on roll call 8-0.

### 4. Acquisition of property at 305 Chute Street (Recommended by Plan Commission)

Moved by Ald. Taylor seconded by Ald. Benner to approve acquisition of property at 305 Chute Street. AP Englebert explained Winnebago County acquired the vacant lot for non-payment of taxes. They are offering the property to the City for the amount the County has into the property which is \$2,666.83. Staff feels it is important to acquire the lot for the purpose of accommodating future development.

Motion carried on roll call 7-1. Ald. Zelinski voted no.

## J. HELD OVER BUSINESS

None

## K. ORDINANCES AND RESOLUTIONS

### 1. R-16-16 A Resolution Adopting the Winnebago County Natural Hazards Mitigation Plan: 2015-2019 (5-Year Update) (Introduced by Mayor Merkes)

Moved by Ald. Benner seconded by Ald. Keehan to approve R-16-16 A Resolution Adopting the Winnebago County Natural Hazards Mitigation Plan: 2015-2019 (5-Year Update).

Motion carried on roll call 8-0.

## L. APPOINTMENTS

### 1. Appointment of Jeff Englebert, 1497 Rue Reynard Street, to NMFR Fire Commission for the term of 6-1-16—5-1-19

Moved by Ald. Benner seconded by Ald. Keehan to approve appointment of Jeff Englebert to NMFR Fire Commission for the term 6-1-16 to 5-1-19.

Motion carried on voice vote.

M. CLAIMS AGAINST THE CITY  
None

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

Sandra Dabill-Taylor, 545 Broad Street, Menasha. City of Menasha and Town of Menasha need to work together. City needs to promote benefits of being a City resident.

O. RECESS TO COMMITTEES

Moved by Ald. Benner seconded by Ald. Keehan to recess at 6:49 p.m.  
Motion carried on voice vote.

Reconvened at 8:25 p.m.

P. ACTION ITEMS

1. Village of Fox Crossing Boundary Issues

CA Captain stated that with the recent incorporation of the west side of Town of Menasha as the Village of Fox Crossing there is talk of the east and west sides merging to all be Village of Fox Crossing. The Intermunicipal Agreement between the City of Menasha and Town of Menasha from 1998 that designates parts of the City of Menasha's growth area in the Town of Menasha is still in effect. City considers merging portions of the City's growth area into Village of Fox Crossing as a breach of our Intermunicipal Agreement. Over the years irregular boundaries between the City and the Town have been created.

Mayor Merkes reported he has had discussions with Town of Menasha/Village of Fox Crossing representatives about shared services and agreements. City has had inquiries from town property owners to annex to the City.

General discussion ensued on shared services and agreements, promoting the benefits of being in the City of Menasha.

2. Intermunicipal Agreement between the City of Menasha and Town of Menasha, dated April 13, 1998  
No action/discussion.

3. Moved by Ald. Benner seconded by Ald. Nichols to 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. (Regarding Action Items 1 & 2).  
Motion carried on roll call 8-0.

4. May reconvene into Open Session to act on what was discussed in Closed Session.  
No action.

O. ADJOURNMENT

Moved by Ald. Benner seconded by Ald. Taylor to adjourn at 9:34 p.m.  
Motion carried on voice vote.

Deborah A. Galeazzi, WCMC  
City Clerk



MEMORANDUM

DATE: May 12, 2016  
TO: Administration Committee  
FROM: Debbie Galeazzi, Clerk  
SUBJECT: Official City Newspaper

Post-Crescent Media was the only bid received for publishing council proceedings and other city advertising for the ensuing year.

Wis. Stats. 985.06 states that the eligible newspaper making the lowest effective bid for the city's legal notices shall be awarded the contract. Eligibility is determined pursuant to Wis. Stats. 985.03.

Staff recommends accepting the bid from Post-Crescent Media as the City's official newspaper.



April 8, 2016

Deborah A. Galeazzi, City Clerk  
 City of Menasha  
 140 Main Street  
 Menasha, WI 54952

Dear Ms. Galeazzi,

In accordance with the legal advertising rates established by the State of Wisconsin, we are pleased to quote you the following legal advertising rates for the publication of council proceedings and other city legal advertising for the upcoming year.

<u>Classified 6 Column Per Line charge –</u>			
<u>Arial 6-point Font:</u>			
Number of Columns	Column Width (Picas)	First Insertion	Subsequent Insertion(s)
1	9.18	\$1.0629	\$0.8396
2	19.36	\$2.2418	\$1.7708
3	29.54	\$3.4208	\$2.7020
4	39.73	\$4.5997	\$3.6332
5	49.91	\$5.7786	\$4.5644
6	60.09	\$6.9576	\$5.4956

Our rates/fonts have changed since last year's bid based on our most recent certification from the state of Wisconsin. Going forward, if the State of Wisconsin changes their legal rate certifications, a 30 day notice will be sent accordingly.

Newspapers to be circulated in this geographic area: 32,528

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

Thank you for the opportunity to serve your community.

Sincerely,

Sara Rogers  
 Operations Manager  
 Gannett WI Media

**RECEIVED**

APR 12 2016

CITY OF MENASHA  
 BY dg



## MEMORANDUM

To: Common Council  
From: PRD Tungate BT  
Date: June 2, 2016  
RE: 2017 Daily Boat Launch Fee

**BACKGROUND:** In 2015, Former Neenah/Menasha Fire Rescue (NMFR) Chief Al Auxier initiated discussions with Neenah and Menasha about increasing boat launch fees to help offset water rescue costs. These discussions were held too late to be considered for the 2016 budgets for Neenah & Menasha.

Former Chief Auxier, and more recently, Assistant Chief Sipin have been working with both cities' parks and recreation departments to seek approval of increasing overall boat launch revenues for 2017 with a portion going to offset NMFR costs associated with water rescue. The City of Neenah has taken action in support of what NMFR has requested. The Menasha Parks and Recreation Board has approved the recommendation listed below.

**FISCAL IMPACT:** Based on average usage numbers from 2014-2015, raising the daily fee from \$5 to \$6 would generate \$2,359. NMFR is seeking \$1,200 annually to help cover water rescue costs. This is approximately half of what the fee increase would generate.

**ANALYSIS:** The recommendation below was worded to allow the Common Council, Mayor, and Staff the flexibility to implement this recommendation during the 2017 budget process.

**RECOMMENDATION:** Beginning in 2017, raise the daily boat launch fee from \$5 to \$6, with a portion of this increase to be placed in the Neenah/Menasha Fire Rescue budget in a manner to be determined by the Mayor and appropriate staff, to partially offset water rescue costs.



## **Memorandum**

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**TO:** Director Brian Tungate  
Director Mike Kading  
City of Neenah Parks & Recreation Commission Members  
City of Menasha Parks & Recreation Board Members

**FROM:** Chief Al Auxier

**DATE:** March 30, 2016

**RE:** Proposed Boat Launch Fee Increase

In 2015, Neenah-Menasha Fire Rescue's (NMFR) Joint Finance and Personnel Committee asked me to initiate discussions with both Cities Park & Recreation Departments to see if it is possible to increase boat launch permit fees to help offset our water and dive rescue costs.

A lengthy discussion was held by our Committee members, recognizing the value and benefit of us providing water and dive rescues services. We do have non-residents who use our boat launches, and water ways, and our Committee members felt we should try to find an alternative funding source for our services from non-residents who require our services. These discussions resulted in the suggestion of increasing boat launch fees to help offset our water and dive rescue costs.

Over the last five years, we have averaged 18 water and/or dive calls per year. These calls range from towing stranded boats to pulling people out of icy waters and/or victim recovery. Some of these calls involve local residents and others do not.

Discussions with both Cities Park & Recreation Directors Eileen McCoy, newly appointed Director Mike Kading, and Brian Tungate resulted in support of raising the boat launch fees in the following manner.

**City of Neenah:** Directors McCoy & Kading felt the best way to accomplish this is to raise the seasonal boat launch permits by \$1.00. It was felt increasing the daily fees was not an option as Neenah's daily fees are already higher than Menasha's. In 2015, there were 1,230 permits sold and the \$1.00 increase would result in \$1,230 of revenue.

**City of Menasha:** Director Tungate felt the best way to accomplish this is to raise the daily boat launch permit fee by \$1.00. In 2015, there were 2,231 daily boat launch fees sold. In order to have increased revenues be equally represent each City, it was decided \$0.50, of the \$1.00 increase, would go to our Department and the remaining \$0.50 would stay with the City of Menasha Park & Recreation fund revenues. This would result in \$2,231 in additional revenue with NMFR receiving \$1,115.50.

The total fees from both Cities would average \$2,345.50 per year to help fund our water and dive rescues costs.

Please note this is only a recommendation for your consideration and not a final proposal. It would be up to the City of Neenah Park & Recreation Commission and the City of Menasha Park & Recreation Board to make a final recommendation to both Common Councils for consideration and approval.

I would appreciate an opportunity to meet with both the City of Neenah Park & Recreation Commission and the City of Menasha Park & Recreation Board to discuss the issue proposal.

Thank you for your consideration and I look forward to hearing from you soon.

AA/tt

Cc: NMFR Joint Finance & Personnel Committee



## Memorandum

To: Common Council  
From: Kevin Englebert, Associate Planner *KPE*  
Date: June 2, 2016  
RE: **Special Use Permit – 222 Washington Street (#3-00571-00)**

### **BACKGROUND**

On May 17<sup>th</sup>, 2016, the Plan Commission recommended approval of the Special Use Permit application for the property at 222 Washington Street. The property owners have proposed to use the existing building on site to install a small number of storage units. The property is currently zoned in the I-2 General Industrial District and storage is a permitted use by right within the district. The purpose of this Special Use process is to address the improvements that are being proposed.

The proposed improvements at the site consist of the installation of two loading docks with accompanying security lighting, minor landscaping enhancements, and changes to the elevations of the building. The property owners also wish to seal the windows and doors on the building. It is the intention of the owners to install a driveway on the north side of the building for access to the loading dock and a copy of an ingress/easement between the two properties has been presented to community development staff.

### **FISCAL IMPACT**

There is no fiscal impact in relation to this proposal.

### **RECOMMENDATION**

It is incumbent upon the Common Council to make a determination regarding the Special Use Permit based on the proposed improvements presented. The Plan Commission has recommended approval of the Special Use Permit to the Common Council.

City of Menasha  
SPECIAL ZONING APPROVAL

Owner Greg Miller Case or Plan No. \_\_\_\_\_

Address 16871 STATE Rd Black Creek Fee \$ 35000

Applicant (if different than Owner) \_\_\_\_\_

Address 222 WASHINGTON ST, MENASHA WA

Zoning Industrial I-2 Parcel Number(s) 3-00571-00

PLEASE INDICATE WHICH REQUEST IS BEING MADE

- Rezoning
- Special Use
- Flood Plain Map Amendment
- Appeal or Variance
- PUD Plan Approval

Description of Request: Indoor Storage climate controlled, Non-occupant.

Owner/Agent   
Signature

(If applicable) Formal Hearing \_\_\_\_\_

Informal Hearing \_\_\_\_\_ Notice Mailed \_\_\_\_\_

Notice Mailed \_\_\_\_\_ Notice Mailed \_\_\_\_\_

Action Taken: \_\_\_\_\_ 20\_\_

- APPROVED
- DENIED

Conditions (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



April 21, 2016

RE: Special Use Permit Application for 222 Washington Street

Dear Property Owner:

Greg Muller, Owner, has applied for a Special Use Permit for 222 Washington Street (parcel number 3-00571-00). The applicant has requested a Special Use Permit to provide indoor, climate controlled, non-occupant storage. The subject site is zoned I-2 General Industrial District and requires a Special Use Permit due to zoning non-conformities on the property, per Sec. 13-1-44(b)(2) of the City of Menasha Municipal Code.

The City of Menasha Plan Commission will be considering this request at an informal public hearing on Tuesday, May 3, 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, May 16, 2016 at 6:00 p.m. or shortly thereafter in the City Hall Council Chambers, 140 Main Street, Menasha. A copy of the notice of the Common Council hearing on this proposal is attached along with an area map identifying the location of the property.

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 Greg Muller, Owner, to provide indoor, climate controlled, non-occupant storage on a property with zoning non-conformities in the I-2 General Industrial District, as required by Sec. 13-1-44(b)(2) of the City of Menasha Municipal Code. The proposed use is to take place at 222 Washington Street (Parcel Number 3-00571-00), City of Menasha, Winnebago County, Wisconsin. The Plan Commission will hold its informal public hearing on Tuesday, May 3, 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, May 16, 2016 at the same location. All persons interested in commenting on the application for this Special Use Permit are invited to attend.

Deborah A. Galeazzi, WCMC  
City Clerk

Run: April 29 and May 9, 2016



**Special Use Permit Location  
Proposed Indoor Storage  
222 Washington Street**

**Legend**

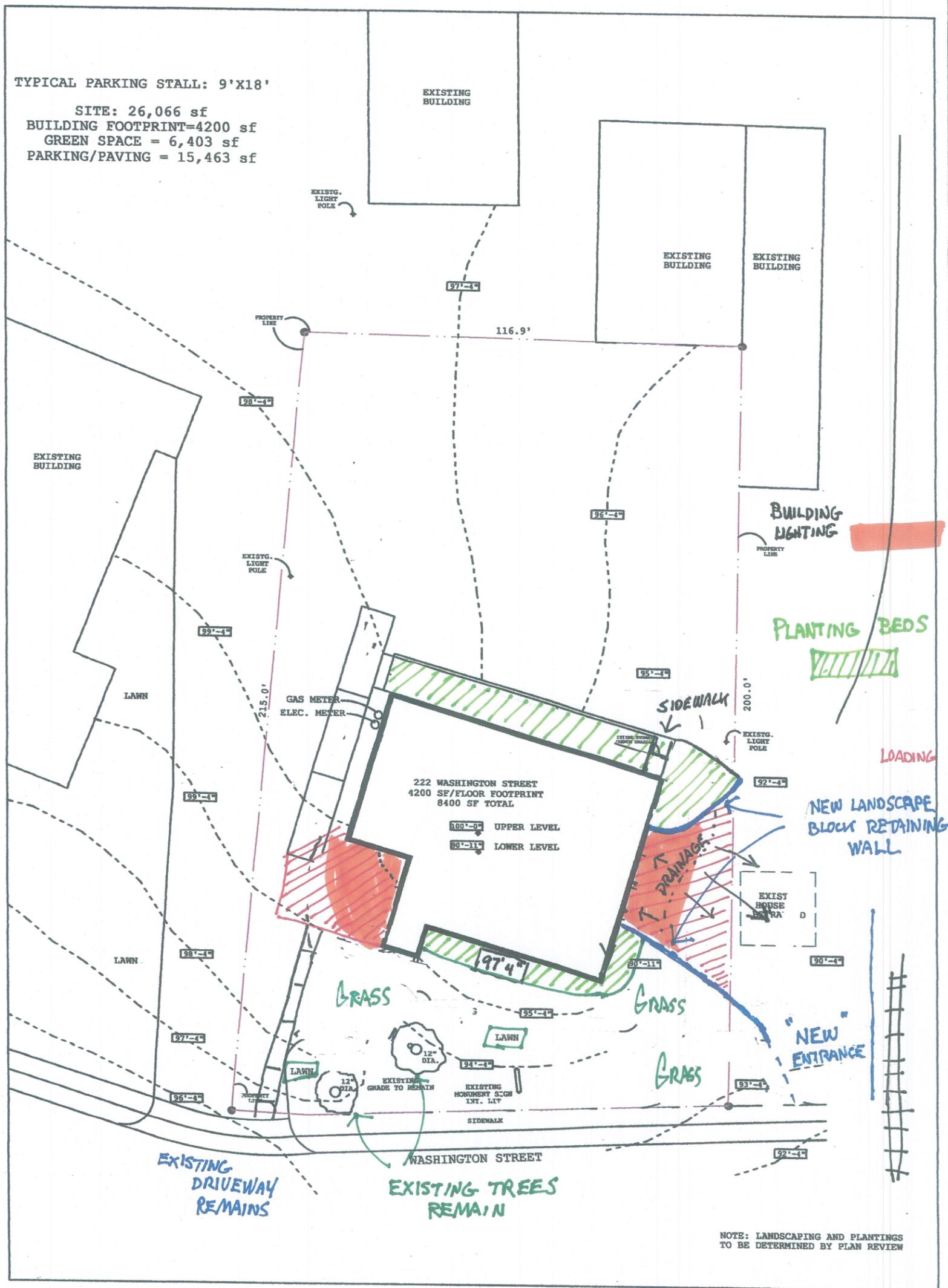
- Parcel Proposed for Special Use Permit  
Parcel ID# 3-00571-00





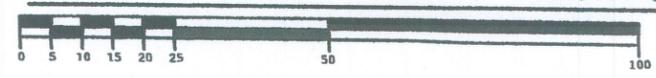
TYPICAL PARKING STALL: 9'X18'

SITE: 26,066 sf  
 BUILDING FOOTPRINT=4200 sf  
 GREEN SPACE = 6,403 sf  
 PARKING/PAVING = 15,463 sf



NOTE: LANDSCAPING AND PLANTINGS TO BE DETERMINED BY PLAN REVIEW

SITE PLAN "REVISED" 5-10-16



<p>SHEET <b>A1.0</b></p>	<p>DATE 21 APR 16 PROJECT NUMBER 16-021</p>	<p>PROPOSED BUILDING ALTERATIONS FOR:  <b>WISCONSIN REAL ESTATE OPTIONS</b>                  222 WASHINGTON ST.                  MENASHA, WI 54952</p>	<p>CONTRACTING SPECIALISTS INC.                  P.O. BOX 250                  NEENAH, WI 54957</p>	<p>PHONE:                  (920) 886-8700                  FAX:                  (920) 886-8703                  EMAIL:                  info-cs@ncw.r.com</p>
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TYPICAL PARKING STALL: 9'X18'

SITE: 26,066 sf  
 BUILDING FOOTPRINT=4200 sf  
 GREEN SPACE = 6,403 sf  
 PARKING/PAVING = 15,463 sf

LANDSCAPE DESIGN  
 CONSULTATION  
 by

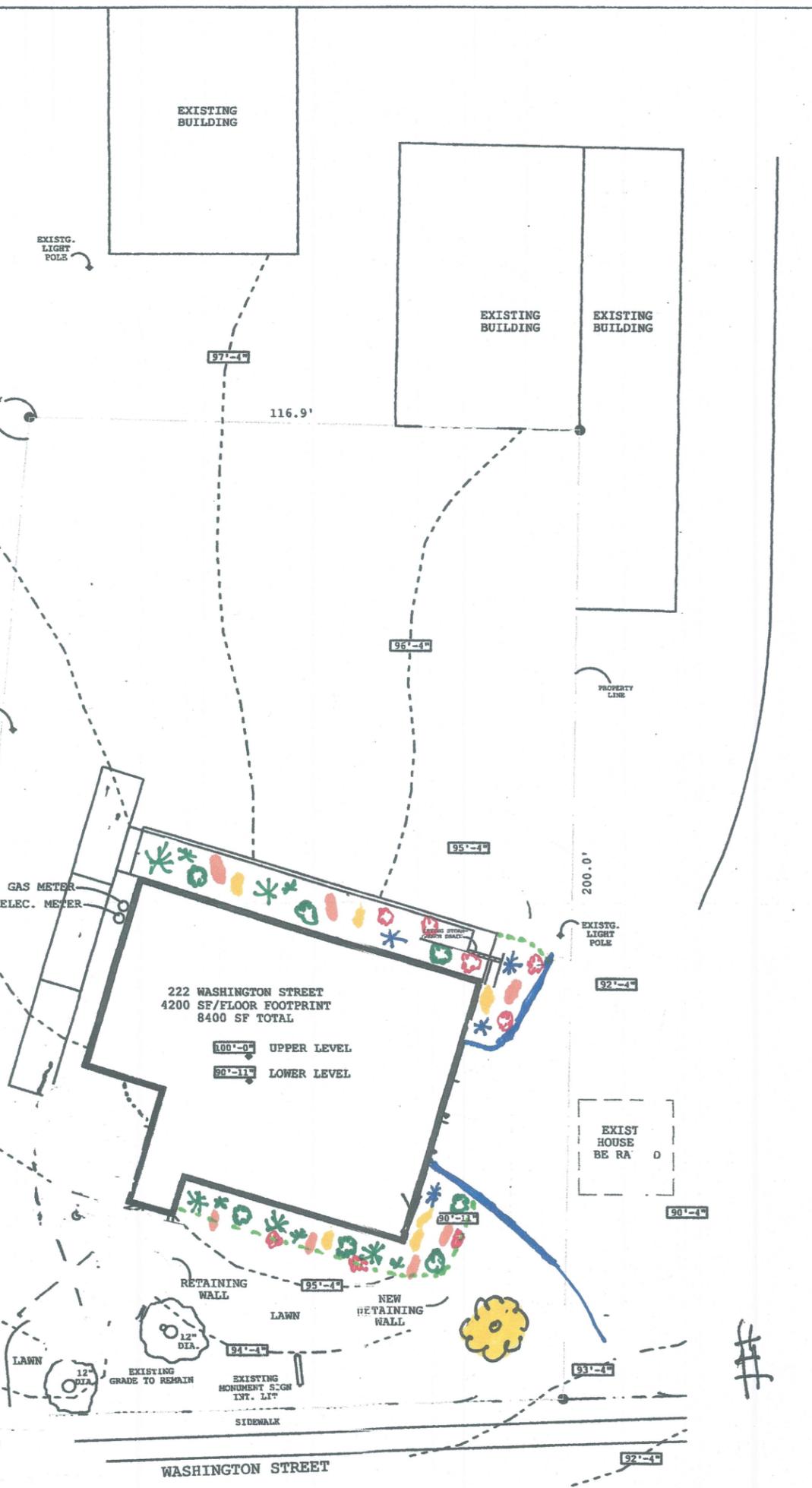


(920) 788-1051 Phone  
 (920) 788-6598 Fax  
 www.vanzeelandnursery.com

ROBIN VANVALIN

1715 E. Main Street  
 Little Chute, WI 54140

QUANTITY	PLANT	CONC'D	SIZE
8	barberries	concord	3'x4'
7	"	golden touch	"
7	spirea	magic carpet	"
6	ivory hahlb		5'x5'
4	tauton yew		5'x4'H
5	arborviter		5'w x 15'H
5	"		smaller
1	royal red maple		



NOTE: LANDSCAPING AND PLANTINGS TO BE DETERMINED BY PLAN REVIEW

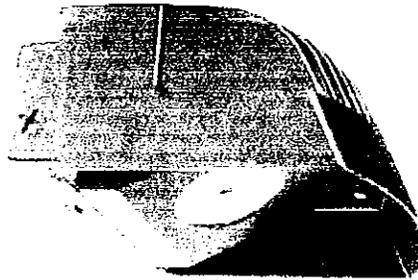
SITE PLAN



# E-WP6 Series

Average Customer Rating

Premium LED Wall Pack - Small  
Replaces 100W PSMH



## Premium | Full Cutoff

- Stylish modern design
- Reduced uplight for control of spill light

## Recommended Use

- Security
- Pathways
- Perimeter lighting
- When control of spill light is important

## Input Voltage

- Universal (120V through 277V Operation)

## Certifications

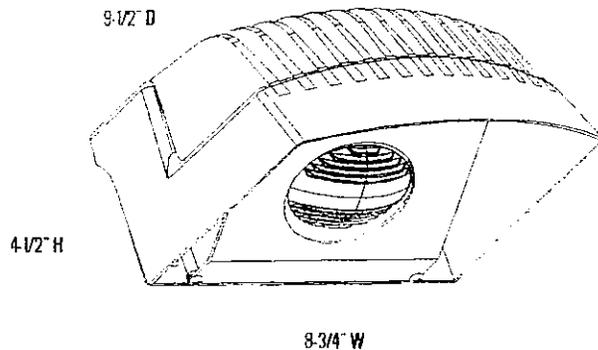


NON-DIMMABLE



e-cono

# E-WP6 Series



## Series Overview

9-1/2" D x 8-3/4" W x 4-1/2" H

7.0 lbs.

8 to 15 feet

1 to 2 times  
the mounting height

## Fixture Specifications

Low-copper, die-cast aluminum housing and lens frame  
Dark bronze polyester powder-coat finish

Fixed cutoff glare shield to reduce light pollution  
Tempered glass lens is thermal, shock & impact resistant  
Patented lens design delivers true IES Type III distribution

1/2" threaded conduit entries on two sides and bottom or mount over recessed junction box  
Die-cast detachable back box for easy mounting

## Electrical Performance

	-40°C (-40°F)	Estimated 50,000 Hours	> 0.9	< 20%	No
Current Draw (Amps)	0.31A	0.77A	0.15A	0.14A	

## CORRELATED COLOR TEMPERATURE (CCT)

5000K	COOL WHITE
4000K	NEUTRAL WHITE
	WARM WHITE

## Warranty & Certifications

5-Year Limited

Wet Locations

Yes

## Output Specifications

<b>E-WP6L03CZ</b>	3350 Lumens	Cool White (5000K)	36W	≥ 70 CRI	100W PSMH
<b>E-WP6L03NZ</b>	3350 Lumens	Neutral White (4000K)	36W	≥ 70 CRI	100W PSMH

# E-WP6 Series

## ACCESSORIES



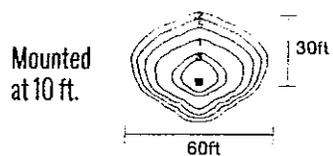
Photocell - Button, 120V/208V/240V/277V

SKU: **E-ACP1** (120V)

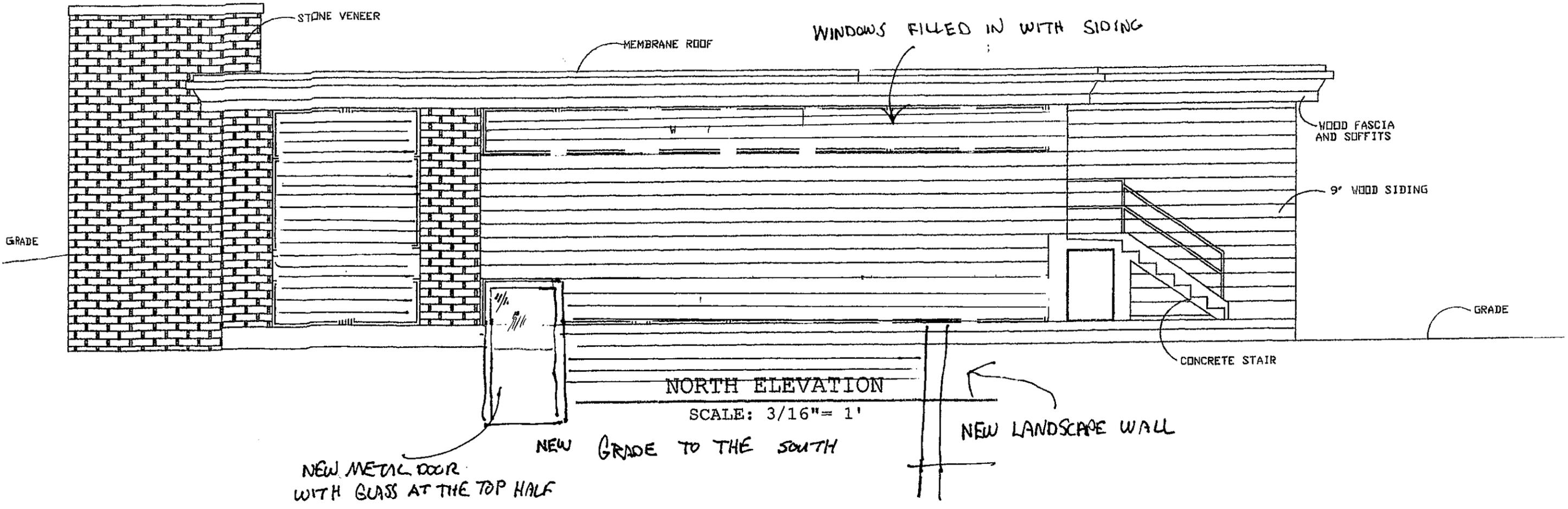
**E-ACP2** (208V/240V/277V)

USE: Photocell is field installed.  
Drilling of the back box in the field is required.

## Photometric Diagrams



All published photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory. Fixture photometry was completed on a single representative fixture.



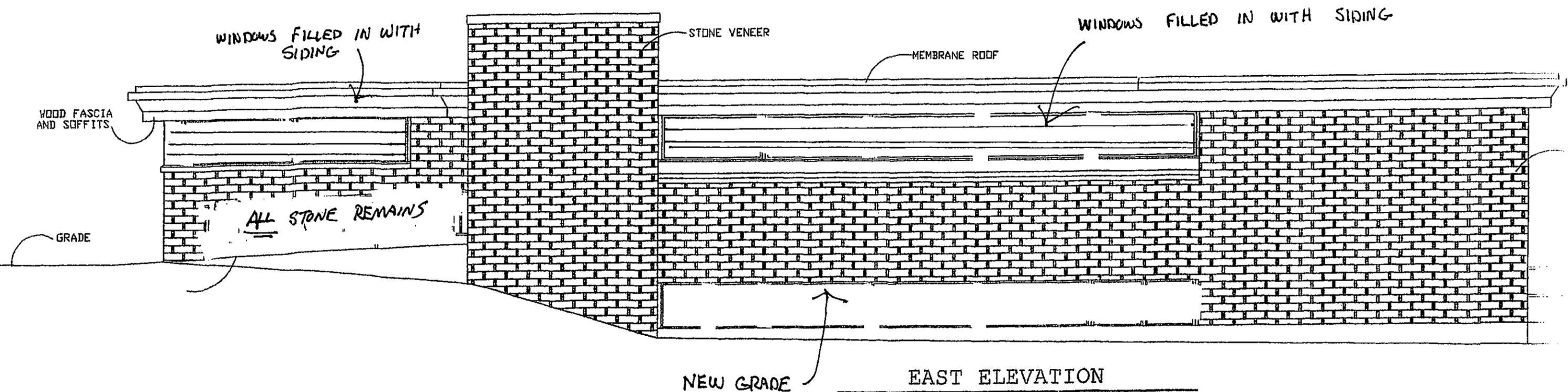
NORTH ELEVATION

SCALE: 3/16" = 1'

NEW METAL DOOR WITH GLASS AT THE TOP HALF

NEW GRADE TO THE SOUTH

NEW LANDSCAPE WALL



EAST ELEVATION

SCALE: 3/16" = 1'

NEW GRADE

ALL STONE REMAINS

STATE BAR OF WISCONSIN FORM 1-2000  
WARRANTY DEED

DOCUMENT NO.

1420952

REGISTER'S OFFICE  
WINNEBAGO COUNTY, WI  
RECORDED ON

12/22/2006 03:21PM

JULIE PAGEL  
REGISTER OF DEEDS

RECORDING FEE 11.00  
TRANSFER FEE 257.10  
# OF PAGES 1

This Deed, made between ANDREW UJAZDOWSKI LLC

\_\_\_\_\_, Grantor,  
and PARADIGM VIII PROPERTIES, INC.

\_\_\_\_\_, Grantee,  
Witnesseth, That the said Grantor, for a valuable consideration

conveys to Grantee the following described real estate in WINNEBAGO  
County, State of Wisconsin:

PART OF LOT FOUR (4), ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF PARTS OF LOTS TWO (2) AND THREE (3), IN THE THIRD WARD, IN THE CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN, PER ASSESSOR'S MAP (1925) DESCRIBED AS FOLLOWS: COMMENCING ON THE WESTERLY LINE OF WASHINGTON STREET AT THE NORTHEASTERLY (MOST EASTERLY) CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 200 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT TO THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO THE SOUTHEASTERLY (MOST SOUTHERLY) CORNER OF SAID LOT; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF WASHINGTON STREET TO THE POINT OF BEGINNING, LESS PREMISES CONVEYED TO THE CITY OF MENASHA AND RECORDED AS DOCUMENT NO. 732069.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS  
PARADIGM VIII PROPERTIES, INC.

636 E. Lincoln St  
Appleton WI 54915

703-0571

PARCEL IDENTIFICATION NUMBER

This IS NOT homestead property.  
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging:  
And GRANTOR

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except NONE OTHER.

and will warrant and defend the same.

Dated this 21st day of DECEMBER, 10 2006.

\_\_\_\_\_, (SEAL)

Andrew Ujazdowski (SEAL)  
\* ANDREW UJAZDOWSKI, SOLE MEMBER

\_\_\_\_\_, (SEAL)

\_\_\_\_\_, (SEAL)

AUTHENTICATION

Signature(s) \_\_\_\_\_

authenticated this \_\_\_\_\_ day of \_\_\_\_\_,

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
GREGORY P. MULLER

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

State of Wisconsin, }  
Doutagamie County, } ss.  
Personally came before me this 21st day of  
DECEMBER, 2006, the above named  
ANDREW UJAZDOWSKI

to me known to be the person \_\_\_\_\_ who executed the foregoing instrument and acknowledge the same.

Gregory P. Muller  
Notary Public, Winnebago County, Wis.  
My commission is permanent. (If not, state expiration date:  
7/29, 2007)

\* Names of persons signing in any capacity should be typed or printed below their signatures.

732069

Douglas D. Salmon, by Jon D. McMurtrie by Power of Attorney,  
and Jon D. McMurtrie, co-partners, d/b/a United Properties,  
a general partnership,  
quit-claims to the City of Menasha, a municipal  
corporation,

Register's Office  
Winnebago County, Wis.  
Notary Public

20th day of  
October  
1989  
9:26 o'clock P.M.

*Margaret Salmon*  
REGISTER OF DEEDS

the following described real estate in Winnebago County,  
State of Wisconsin:

RETURN TO City of Menasha  
140 Main Street  
Menasha, WI 54952-3190

All that land of the owner in Lot 4, Subdivision of Parts  
of Lots 2 and 3, per Assessor's Map, Third Ward, City of  
Menasha, lying within the following described traverse:  
Commencing at the center of Section 22, T20N, R17E, thence  
N 89° 15' 11" W 10.84 feet to a point on the S.T.H. 114  
reference line; Thence along said reference line N 33° 59' 56" E 168.87 feet; Thence  
northeasterly along the arc of a 337.03 foot radius curve to the left 32.36 feet to the  
point of beginning; Thence continuing along said curve to the left 87.74 feet; Thence  
N 76° 25' 04" W 33.00 feet to a point on the present westerly right of way line of  
S.T.H. 114 and a point on a curve with a radius of 304.03 feet and a long chord bearing  
S 21° 02' 25" W 78.93 feet; Thence southwesterly along said curve to the right 79.15  
feet to a point on the present west right of way line of S.T.H. 114; Thence S 61° 30'  
06" E 33.00 feet to the point of beginning. Said new right of way contains 67 square  
feet, more or less.

Tax Parcel No: .....

*exception from deed*

FEE

# 12  
EXEMPT

ENERGY  
CODE

7

This is not homestead property.  
(is) (is not)

Dated this 19th day of September, 19 89.

*[Signature]* (SEAL)  
Douglas D. Salmon by  
Jon D. McMurtrie, Power of Attorney (SEAL)

*[Signature]* (SEAL)  
Jon D. McMurtrie (SEAL)

AUTHENTICATION

Signature(s) .....

authenticated this ..... day of ....., 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

City Attorney Richard J. Steffens

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

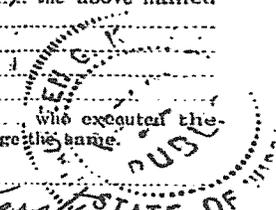
STATE OF WISCONSIN

WINNEBAGO County, ss.

Personally came before me this 19th day of  
September, 19 89 the above named  
Jon D. McMurtrie

to me known to be the person who executed the foregoing instrument and acknowledged the same.

*Margaret Salmon*  
Notary Public Winnebago County, Wis.  
My Commission is permanent. (If not, state expiration date: August 25, 19 91.)



420.00

FEE This indenture, Made this 5th day of May A. D., 19 82, between Jensen Realty Corporation, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Neenah Wisconsin, party of the first part, and Douglas D. Salmon and Jon D. McMurtree, co-partners, d/b/a United Properties, a general partnership part. ies of the second part.

Register's Office Winnebago County, Wis. Received for record this 24th Day of May A.D., 19 82 at 9:48 o'clock AM [Signature] REGISTER OF DEEDS

575898

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration to it paid by the said part. ies of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, alien, convey, and confirm unto the said part. ies of the second part, their heirs and assigns forever, the following described real estate, situated in the County of Winnebago State of Wisconsin, to-wit:

RETURN TO [Signature] 190 Elm 752 Neenah, WI. 54956

That part of Lot Four (4) of the SUBDIVISION OF PARTS OF LOTS TWO AND THREE in the Third Ward, City of Menasha, per Assessor's Map, City of Menasha, Winnebago County, Wisconsin, 1924 described as follows, viz:- Commencing on the Westerly line of Washington Street at the Northeasterly (most Easterly) corner of said Lot, thence northwesterly along the Northerly line of said Lot, Two Hundred (200) feet, thence southwesterly, at right angles to the Northerly line of said Lot to the Southerly line of said Lot, thence southeasterly along the Southerly line of said Lot, to the Southeasterly (most Southerly) corner of said Lot, thence Northeasterly, along the Westerly line of Washington Street to the place of beginning, subject to the right of the owners of the balance of said Lot Four (4) to use the South Twenty (20) feet thereof for Driveway Purposes, and also subject to rights granted by Easement recorded in Winnebago County Registry in Volume 556 on Page 158. \*(See reverse side)

Subject to easements, restrictions and covenants of record. (sewer easement)

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said part. ies of the second part, and to their heirs and assigns FOREVER.

And the said Jensen Realty Corporation party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part. ies of the second part, their heirs and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever.

and that the above bargained premises in the quiet and peaceable possession of the said part. ies of the second part, their heirs, and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and DEFEND.

In Witness Whereof, the said Jensen Realty Corporation party of the first part, has caused these presents to be signed by Richard A. Jensen its President, and countersigned by Mary Jensen Poed its Secretary, at Neenah Wisconsin, and its corporate seal to be hereunto affixed, this 5th day of May, A. D., 19 82.

SIGNED AND SEALED IN PRESENCE OF

JENSEN REALTY CORPORATION

Richard A. Jensen Corporate Name President

COUNTERSIGNED: Mary Jensen Poed Secretary

STATE OF WISCONSIN Winnebago County, } ss.

Personally came before me, this 5th day of May, 19 82, Richard A. Jensen, President, and Mark J. Green Poed, Secretary

of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

(NO SEAL) THIS INSTRUMENT WAS DRAFTED BY

NOTARY SEAL

John D. Stein, Atty.

Judith A. Orvesbach Notary Public Winnebago County, Wis. My commission expires 4/13/86

(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary. Section 59.513 similarly requires that the name of the person who, or governmental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

\* The above referred to Assessor's Map of the City of Menasha, Winnebago County, Wisconsin (1924) was recorded in the Winnebago County Register of Deeds on January 23, 1925, at 1:30 P.M. in Vol. 8 of Plats, page 7.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said part. Y..... of the second part, and to..... his..... heirs and assigns FOREVER.

And the said. - - Doty Island Properties, Inc. - - - - - party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part. Y..... of the second part,..... his..... heirs and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, no exceptions



and that the above bargained premises in the quiet and peaceable possession of the said part. Y..... of the second part,..... his..... heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT AND DEFEND.

In Witness Whereof, the said. - - Doty Island Properties, Inc. - - - - - party of the first part, has caused these presents to be signed by..... Robert W. Gear its President, and countersigned by..... MaeBelle Collipp its Secretary, at..... Menasha..... Wisconsin, and its corporate seal to be hereunto affixed, this..... 14th day of..... November..... A. D., 1958.

SIGNED AND SEALED IN PRESENCE OF  
Ray J. Fink  
Janet P. Fischer

DOTY ISLAND PROPERTIES, INC.  
Corporate Name  
Robert W. Gear President  
MaeBelle Collipp Secretary

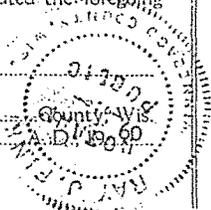
NOTE - The names of the parties to this instrument and of the witnesses and notary must be printed or typewritten thereon to entitle it to be recorded. Section 59.51 (1) (11), Wisconsin Statutes.

State of Wisconsin,  
Winnebago County, ss.

Personally came before me, this 14th day of November, A. D., 1958, Robert W. Gear, President, and MaeBelle Collipp, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

This instrument was drafted by Ray J. Fink, Menasha, Wis.

Ray J. Fink  
Notary Public, Winnebago County, Wis.  
My commission expires July 17, 1960



634

No. 300632  
Doty Island Properties, Inc.  
TO  
William G. Page  
Premises

Warranty Deed  
This instrument should be immediately placed upon record to avoid future trouble and litigation.  
REGISTER'S OFFICE,  
State of Wisconsin,  
Winnebago County,  
Received for record this 18th day of November A. D., 1958 at 9:06 o'clock A.M., and recorded in Vol. 891 of Deeds, on page 515  
Bonnie E. Fuller  
Register of Deeds,  
Deputy.

Chg \$2.00  
Ray J. Fink



## Memorandum

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

**FROM:** Victor Voss, Deputy Chief

**DATE:** May 16, 2016

**RE:** Proposed Boat Launch Fee Increase Update

Chief Auxier had been working with both Cities Parks & Recreation Departments to have their Parks Commissions consider an increase in their boat launch fees with the increase to fund NMFR's water rescue services. I've attached his memo to the Parks & Recreation Commissions for your review.

Both Cities Parks & Recreation Commissions recently considered and approved the increased boat launch fees effective 1/1/2017. It is anticipated this will generate around \$1,230 revenue from the City of Neenah and \$1,115.50 of revenue from the City of Menasha.

In speaking with Directors Steeno and Easker, it was noted that our Department will not see these fees until the end of each year. For example, the fee increase will begin 1/1/2017 and the monies will not be transferred to our Department for use until January of 2018. A discussion was also held regarding depositing these funds, and other donations designated for the water rescue service, into a Water Rescue Services Trust Account that would be administered by the City of Neenah as they currently handle all accounting for our Department. It will be easier for the money to be tracked and give us the ability to build this account up to help fund future items. As with all other accounts, use of this money would go through the regular budgeting and expenditure process. To establish the Trust Account, both Councils would be required to grant approval to creation of the trust account.

An appropriate motion could be to recommend the City of Neenah and City of Menasha Common Councils approve creation of the Water Rescue Trust Fund, administered by the City of Neenah on behalf of the Neenah Menasha Fire Rescue with funds received from the increased boat launch fees approved by the Park & Recreation Commissions of both cities, as well as other donations designated for water rescue services, shall be deposited into this trust account. Oversight of the Water Rescue Trust Fund shall be assigned to the Joint Fire Finance & Personnel Committee.

If you have any questions, please feel free to call me at 886-6202.

Thank you for your consideration.

VV/tt

Enclosures



## Memorandum

---

**TO:** Director Brian Tungate  
Director Mike Kading  
City of Neenah Parks & Recreation Commission Members  
City of Menasha Parks & Recreation Board Members

**FROM:** Chief Al Auxier

**DATE:** March 30, 2016

**RE:** Proposed Boat Launch Fee Increase

In 2015, Neenah-Menasha Fire Rescue's (NMFR) Joint Finance and Personnel Committee asked me to initiate discussions with both Cities Park & Recreation Departments to see if it is possible to increase boat launch permit fees to help offset our water and dive rescue costs.

A lengthy discussion was held by our Committee members, recognizing the value and benefit of us providing water and dive rescues services. We do have non-residents who use our boat launches, and water ways, and our Committee members felt we should try to find an alternative funding source for our services from non-residents who require our services. These discussions resulted in the suggestion of increasing boat launch fees to help offset our water and dive rescue costs.

Over the last five years, we have averaged 18 water and/or dive calls per year. These calls range from towing stranded boats to pulling people out of icy waters and/or victim recovery. Some of these calls involve local residents and others do not.

Discussions with both Cities Park & Recreation Directors Eileen McCoy, newly appointed Director Mike Kading, and Brian Tungate resulted in support of raising the boat launch fees in the following manner.

**City of Neenah:** Directors McCoy & Kading felt the best way to accomplish this is to raise the seasonal boat launch permits by \$1.00. It was felt increasing the daily fees was not an option as Neenah's daily fees are already higher than Menasha's. In 2015, there were 1,230 permits sold and the \$1.00 increase would result in \$1,230 of revenue.

**City of Menasha:** Director Tungate felt the best way to accomplish this is to raise the daily boat launch permit fee by \$1.00. In 2015, there were 2,231 daily boat launch fees sold. In order to have increased revenues be equally represent each City, it was decided \$0.50, of the \$1.00 increase, would go to our Department and the remaining \$0.50 would stay with the City of Menasha Park & Recreation fund revenues. This would result in \$2,231 in additional revenue with NMFR receiving \$1,115.50.

The total fees from both Cities would average \$2,345.50 per year to help fund our water and dive rescues costs.

Please note this is only a recommendation for your consideration and not a final proposal. It would be up to the City of Neenah Park & Recreation Commission and the City of Menasha Park & Recreation Board to make a final recommendation to both Common Councils for consideration and approval.

I would appreciate an opportunity to meet with both the City of Neenah Park & Recreation Commission and the City of Menasha Park & Recreation Board to discuss the issue proposal.

Thank you for your consideration and I look forward to hearing from you soon.

AA/tt

Cc: NMFR Joint Finance & Personnel Committee

**City of Menasha Disbursements**

Weekly Accounts Payable	5/19/16-6/2/16		\$ 1,350,483.62
	Checks # 53887-54114		
	Void check #53864		\$ (10.00)
	Void check #52238		\$ (23.30)
Bi-Weekly Payroll	5/26/16		\$ 193,005.47
Additional Regular Cycle Accounts Payables -Paid Electronically			
	Payroll Garnishment	5/13/16	\$ 25.00
	Nationwide Retirement	5/13/16	\$ 11,182.50
	TASC-Flex Spending	5/16/16	\$ 3,804.27
	Delta Dental	5/18/16	\$ 2,583.00
	Federal Tax Withholding	5/18/16	\$ 71,826.45
	Advanced Disposal-Broad Street Recycling	5/23/16	\$ 120.37
	Delta Dental	5/25/16	\$ 4,821.93
	Community First Credit Union-Payroll Deductions	5/26/16	\$ 4,498.50
	State Sales Tax	5/27/16	\$ 758.64
	Nationwide Retirement	5/27/16	\$ 11,030.50
	Payroll Garnishment	5/27/16	\$ 25.00
	State Tax Withholding	5/27/16	\$ 27,704.99
	Employee Trust Funds	5/31/16	\$ 112,334.82
	Banking Fee	5/31/16	\$ 75.00
	TASC-Flex Spending	5/31/16	\$ 3,706.20
	Delta Dental	6/1/16	\$ 1,819.20
	Federal Tax Withholding	6/1/16	\$ 79,043.29
			<u>\$ 335,359.66</u>
	<b>Total</b>		<u><u>\$ 1,878,815.45</u></u>

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

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

  
 \_\_\_\_\_  
 Date

**Notes:**

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

## AP Check Register

### Check Date: 5/19/2016

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ACC PLANNED SERVICE INC	53887	5/19/2016	16579	100-0501-522.24-03	132.93	Filters/Belts/Oil
				100-0801-521.24-03	199.39	Filters/Belts/Oil
		5/19/2016	16580	100-0703-553.24-03	352.50	Boiler at Memorial Bldg
	<b>Total for check: 53887</b>					<b>684.82</b>
ACCURATE	53888	5/19/2016	1605315	731-1022-541.38-03	134.92	Brake Rotor
			1605507	731-1022-541.38-03	448.31	Pads/Rotors
			1605528	731-1022-541.38-03	(142.20)	Credit
			1605570	731-1022-541.38-03	344.43	Rotors/Pads
				731-1022-541.38-03	198.35	Rotors/Pads
			1605604	731-1022-541.38-03	212.59	Calipers/Hoses
<b>Total for check: 53888</b>					<b>1,196.40</b>	
AEROLOC INCORPORATED	53889	5/19/2016	1404	100-0704-552.24-05	1,680.00	Ceiling Repair
<b>Total for check: 53889</b>					<b>1,680.00</b>	
AIRGAS USA LLC	53890	5/19/2016	9050756437	100-0703-553.30-18	66.07	Oxygen
<b>Total for check: 53890</b>					<b>66.07</b>	
APPLETON HYDRAULIC COMPONENTS	53891	5/19/2016	32012	731-1022-541.29-04	3,303.28	Motor Repair      Replace Pump
<b>Total for check: 53891</b>					<b>3,303.28</b>	
CITY OF APPLETON	53892	5/19/2016	230718	100-0302-542.25-01	14,225.00	May Transit Services
<b>Total for check: 53892</b>					<b>14,225.00</b>	
AT&T	53893	5/19/2016	920R09453005	100-1001-514.22-01	110.90	Alarms
				601-1020-543.22-01	290.50	Alarms
			<b>Total for check: 53893</b>			

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BAYCOM INC	53894	5/19/2016	EQUIPINV_002557	100-0801-521.80-03	5,383.00	Arbitrator Kit
			<b>Total for check: 53894</b>		<b>5,383.00</b>	
BECK ELECTRIC INC	53895	5/19/2016	MY616-COM-PW-1	601-1020-543.24-04	68.57	Lift Station Alarm Repair
			<b>Total for check: 53895</b>		<b>68.57</b>	
BERGSTROM	53896	5/19/2016	N160809	100-0801-521.80-03	29,775.50	Ford Explorer
			<b>Total for check: 53896</b>		<b>29,775.50</b>	
BLUE PRINT SERVICE CO INC	53897	5/19/2016	91001	100-1002-541.30-18	259.50	Ink Tanks
				625-1002-541.30-18	86.50	Ink Tanks
			<b>Total for check: 53897</b>		<b>346.00</b>	
BROCK WHITE COMPANY	53898	5/19/2016	12652506-00	100-0704-552.24-03	291.48	Speedcrete
			<b>Total for check: 53898</b>		<b>291.48</b>	
COMPLETE OFFICE OF WISCONSIN	53899	5/19/2016	561186	100-0801-521.30-10	35.64	Supplies
			<b>Total for check: 53899</b>		<b>35.64</b>	
MIKE COTTER	53900	5/19/2016	COTTER	100-0702-552.20-03	490.00	Class
			<b>Total for check: 53900</b>		<b>490.00</b>	
CULLIGAN WATER CONDITIONING	53901	5/19/2016	CULLIGAN	100-1001-514.20-01	18.90	Rental
			<b>Total for check: 53901</b>		<b>18.90</b>	
EARTHLINK BUSINESS	53902	5/19/2016	EARTHLINK	100-0402-513.22-01	7.50	Landline Phones Assessor
				100-0201-512.22-01	7.30	Landline Phones Attorney
				100-0000-123.00-00	16.66	Landline Phones Bldg Inspection
				100-0203-512.22-01	15.17	Landline Phones Clerk

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EARTHLINK BUSINESS...	53902...	5/19/2016...	EARTHLINK...	100-0304-562.22-01	27.30	Landline Phones Com Dev
				100-1001-514.22-01	82.66	Landline Phones City Hall
				100-0401-513.22-01	36.83	Landline Phones Finance
				731-1022-541.22-01	29.64	Landline Phones Garage
				100-0903-531.22-01	56.00	Landline Phones Health
				743-0403-513.22-01	17.51	Landline Phones IT
				100-0601-551.22-01	194.10	Landline Phones Library
				100-0101-511.22-01	11.51	Landline Phones Mayor
				100-0702-552.22-01	30.87	Landline Phones Recreation
				100-0703-553.22-01	51.87	Landline Phones Parks
				100-0202-512.22-01	18.44	Landline Phones Personnel
				100-0801-521.22-01	286.21	Landline Phones Police
				100-1002-541.22-01	48.10	Landline Phones Engineering
				100-0920-531.22-01	15.06	Landline Phones Senior Center
				100-1008-541.22-01	4.35	Landline Phones Sign
				100-0502-522.22-01	45.72	Landline Phones EOC
				207-0000-123.00-00	30.66	Landline Phones Marina
100-0704-552.22-01	16.12	Landline Phones Pool				
100-0000-123.00-00	343.13	Landline Phones Menasha Utilities				
<b>Total for check: 53902</b>					<b>1,392.71</b>	
ENTRANCE SYSTEMS	53903	5/19/2016	14482	731-1022-541.24-03	182.00	PWF Gate Maintenance
				<b>Total for check: 53903</b>		
FACTORY MOTOR PARTS CO	53904	5/19/2016	18-1488401	731-1022-541.38-03	1,410.20	Pad Kit/Rotor
			18-1488523	731-1022-541.38-03	153.92	Oil Seals
			48-435698	731-1022-541.38-03	140.70	Pad Kit
<b>Total for check: 53904</b>					<b>1,704.82</b>	

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FEMAL'S TOWING INC	53905	5/19/2016	62209	100-0801-521.29-04	120.00	April
			<b>Total for check: 53905</b>		<b>120.00</b>	
FERRELLGAS	53906	5/19/2016	1091617150	266-1027-543.30-18	92.45	Gas
			<b>Total for check: 53906</b>		<b>92.45</b>	
FIRST SUPPLY LLC - APPLETON	53907	5/19/2016	8367581-00	100-0704-552.24-03	11.72	Hanger
			<b>Total for check: 53907</b>		<b>11.72</b>	
GAT SUPPLY INC	53908	5/19/2016	297505-1	731-1022-541.38-03	128.00	Blade Shaft Drive Belt
			<b>Total for check: 53908</b>		<b>128.00</b>	
GOPHER SPORT	53909	5/19/2016	9147437	100-0702-552.30-18	23.90	Mesh Bags
			<b>Total for check: 53909</b>		<b>23.90</b>	
GREEN BOYZ LAWNCARE	53910	5/19/2016	644	100-0801-521.20-06	47.50	Weed Control
				100-0601-551.24-03	47.50	Weed Control
			<b>Total for check: 53910</b>		<b>95.00</b>	
GRIESBACH READY-MIX LLC	53911	5/19/2016	3392	625-1010-541.30-18	59.25	Concrete Supplies
			<b>Total for check: 53911</b>		<b>59.25</b>	
GUSTMAN CHEVROLET SALES INC	53912	5/19/2016	39641	731-1022-541.38-03	25.36	Seals
			<b>Total for check: 53912</b>		<b>25.36</b>	
HOME DEPOT CREDIT SERVICES	53913	5/19/2016	33829	100-0704-552.24-03	116.47	Plywood/Bags/Diablo
		5/19/2016	7031657	100-0704-552.24-03	51.41	Panel/Strainer/Screw
		5/19/2016	7043798	731-1022-541.24-03	42.38	Connectors/Couplings
		5/19/2016	7043799	100-0601-551.24-03	163.90	Nail/Pine

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HOME DEPOT CREDIT SERVICES...	53913...	5/19/2016	8032237	100-0204-512.30-10	8.34	Election Supplies
			<b>Total for check: 53913</b>		<b>382.50</b>	
HORST DISTRIBUTING INC	53914	5/19/2016	54842-000	731-1022-541.38-03	257.76	Hydraulic Cylinder
			<b>Total for check: 53914</b>		<b>257.76</b>	
KAEMPFER & ASSOCIATES INC	53915	5/19/2016	18236	601-1020-543.21-02	382.64	Project #E145-01.07
		5/19/2016	18237	601-1020-543.21-02	170.06	Project #E145-01.11
		5/19/2016	18238	601-1020-543.21-02	255.09	Project #E145-11.01
			<b>Total for check: 53915</b>		<b>807.79</b>	
KRUEGER TRUE VALUE	53916	5/19/2016	057610	100-0703-553.30-18	4.76	Wsh Needle
			<b>Total for check: 53916</b>		<b>4.76</b>	
KWIK TRIP INC	53917	5/19/2016	KWIK TRIP	100-0801-521.38-01	226.64	Fuel
			<b>Total for check: 53917</b>		<b>226.64</b>	
LAKE AND POND SOLUTIONS CO	53918	5/19/2016	23833	100-0703-553.30-18	584.50	Pond Supplies
			<b>Total for check: 53918</b>		<b>584.50</b>	
LEAVES INSPIRED TREE NURSERY LLC	53919	5/19/2016	110	100-0706-561.30-18	1,003.00	Trees
				625-0706-561.30-18	1,300.00	Trees
				826-0706-561.30-18	400.00	Trees
			<b>Total for check: 53919</b>		<b>2,703.00</b>	
LEVENHAGEN CORPORATION	53920	5/19/2016	059416A-IN	100-0000-131.00-00	14,437.50	Fuel
			<b>Total for check: 53920</b>		<b>14,437.50</b>	

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MARCO INC	53921	5/19/2016	50078852	743-0403-513.29-01	140.40	1st Floor Copier Agreement
			<b>Total for check: 53921</b>		<b>140.40</b>	
MARCO TECHNOLOGIES LLC	53922	5/19/2016	INV3329332	743-0403-513.29-01	31.37	1st Floor Copier Usage
			<b>Total for check: 53922</b>		<b>31.37</b>	
MCC INC	53923	5/19/2016	80382	100-1003-541.30-18	4,653.60	Material
			<b>Total for check: 53923</b>		<b>4,653.60</b>	
MENARDS-APPLETON EAST	53924	5/19/2016	94541	100-0703-553.30-15	351.53	Cement Mixer/Shtg Panels Lumber
			<b>Total for check: 53924</b>		<b>351.53</b>	
MENASHA JOINT SCHOOL DISTRICT	53925	5/19/2016	MAY MOBILE HOME	100-0000-412.00-00	6,091.76	May Mobile Home Fees
			<b>Total for check: 53925</b>		<b>6,091.76</b>	
MENASHA NEENAH MUNICIPAL COURT	53926	5/19/2016	MNMC	100-0000-201.03-00	174.00	Bond Report #MP16-000080
				100-0000-201.03-00	363.00	Bond Report #16-0054
			<b>Total for check: 53926</b>		<b>537.00</b>	
MENASHA UTILITIES	53927	5/19/2016	MENASHA UTILITY	100-1008-541.22-03	275.16	Electric
				100-1008-541.22-05	56.42	Water
				100-0704-552.22-03	259.71	Electric
				100-0704-552.22-05	426.84	Water
				731-1022-541.22-03	1,322.12	Electric
				731-1022-541.22-05	993.50	Water
				731-1022-541.22-06	1,046.18	Storm
				266-1028-543.22-06	84.83	Storm
				100-0801-521.22-03	1,252.31	Electric
				100-0801-521.22-05	351.25	Water
				100-0801-521.22-06	72.75	Storm

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MENASHA UTILITIES...	53927...	5/19/2016...	MENASHA UTILITY...	100-0000-123.00-00	906.85	Electric
				100-0000-123.00-00	254.35	Water
				100-0000-123.00-00	52.68	Storm
				100-0801-521.22-03	81.78	Electric
				100-0601-551.22-03	3,154.98	Electric
				100-0601-551.22-05	523.70	Water
				100-0601-551.22-06	120.35	Storm
				207-0707-552.22-05	153.80	Water
				100-1019-552.22-03	792.85	Electric
				100-1019-552.22-05	12.38	Water
				100-0000-123.00-00	6.48	Electric
				601-1020-543.22-03	89.54	Electric
				100-1001-514.22-05	12.38	Water
				100-1001-514.22-06	2.90	Storm
				100-0703-553.22-03	1,692.82	Electric
				100-0703-553.22-05	34.42	Water
				100-0703-553.22-06	765.61	Storm
				485-0304-562.22-06	38.43	Storm
				457-0304-562.22-06	2.90	Storm
				485-0304-562.22-06	17.40	Storm
100-1013-541.22-06	50.75	Storm				
457-0304-562.21-10	18.57	Electric				
100-0305-562.22-06	5.80	Storm				
501-0304-562.22-06	282.76	Storm				
			<b>Total for check: 53927</b>		<b>15,215.55</b>	
MORTON SAFETY	53928	5/19/2016	167117-00	100-1003-541.30-18	24.25	Ear Plugs
				<b>Total for check: 53928</b>	<b>24.25</b>	
OGDEN PLUMBING & HEATING INC	53929	5/19/2016	77678	100-0501-522.24-03	826.68	Fire Station #35
				<b>Total for check: 53929</b>	<b>826.68</b>	Locker Room Repair

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OSHKOSH FIRE & POLICE EQUIPMENT INC	53930	5/19/2016	164878	100-0801-521.80-03	2,410.75	2016 Interceptor Utility Equipment
			<b>Total for check: 53930</b>			<b>2,410.75</b>
PACKER CITY INTL TRUCKS INC	53931	5/19/2016	X103026116:03	731-1022-541.38-03	(35.80)	Credit
		5/19/2016	X103028509:01	731-1022-541.38-03	123.37	Filters
		<b>Total for check: 53931</b>			<b>87.57</b>	
DAN RAMSAY	53932	5/19/2016	RAMSAY	100-0304-562.33-01	62.92	April & May Mileage
			<b>Total for check: 53932</b>			<b>62.92</b>
REINDERS INC	53933	5/19/2016	1625612-01	731-1022-541.38-03	39.90	Blades
			<b>Total for check: 53933</b>			<b>39.90</b>
ROAD EQUIPMENT	53934	5/19/2016	WA611638	731-1022-541.38-03	29.50	Valve
			<b>Total for check: 53934</b>			<b>29.50</b>
DIANE SCHABACH	53935	5/19/2016	SCHABACH	207-0707-552.21-06	11,875.00	Harbormaster Payment
			<b>Total for check: 53935</b>			<b>11,875.00</b>
HENRY SCHEIN INC	53936	5/19/2016	30147993	100-0909-531.30-18	53.50	Gloves/Towelettes
			<b>Total for check: 53936</b>			<b>53.50</b>
SERVICEMASTER BUILDING MAINTENANCE	53937	5/19/2016	19882	100-0903-531.20-01	515.00	Janitorial Service
		5/19/2016	19909	100-1001-514.20-01	1,150.00	Janitorial Service
		5/19/2016	19910	731-1022-541.20-01	530.00	Janitorial Service
		<b>Total for check: 53937</b>			<b>2,195.00</b>	
SMT MANUFACTURING & SUPPLY	53938	5/19/2016	0039285-IN	731-1022-541.38-03	15.15	Belts

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SMT MANUFACTURING & SUPPLY...	53938...	5/19/2016	0039326-IN	731-1022-541.38-03	22.50	Belts
			<b>Total for check: 53938</b>		<b>37.65</b>	
STAPLES BUSINESS ADVANTAGE	53939	5/19/2016	3300291148	100-0202-512.30-10	18.49	Office Supplies
		5/19/2016	3300291157	100-0405-513.30-10	15.36	Supplies
				100-0101-511.30-10	2.79	Supplies
				100-0201-512.30-10	33.56	Supplies
				100-0203-512.30-10	5.91	Supplies
			<b>Total for check: 53939</b>		<b>76.11</b>	
SUNGARD PUBLIC SECTOR INC	53940	5/19/2016	119348	743-0403-513.24-04	2,806.00	June Acctg System Maint
			<b>Total for check: 53940</b>		<b>2,806.00</b>	
SUPERIOR VISION INSURANCE PLAN	53941	5/19/2016	IA513630	100-0000-204.10-00	1,015.61	June Vision Insurance
			<b>Total for check: 53941</b>		<b>1,015.61</b>	
SUPPLYWORKS	53942	5/19/2016	364671495	100-0703-553.24-03	90.00	Caps/Pins/Springs
		5/19/2016	364798785	100-0703-553.24-03	90.00	Caps/Pins
		5/19/2016	365280288	100-0703-553.24-03	90.00	Caps/Pins
			<b>Total for check: 53942</b>		<b>270.00</b>	
SYN-TECH SYSTEMS	53943	5/19/2016	126265	731-1022-541.24-06	514.00	Supplies
			<b>Total for check: 53943</b>		<b>514.00</b>	
TAPCO	53944	5/19/2016	I524336	100-1008-541.30-18	1,775.00	Supplies
			<b>Total for check: 53944</b>		<b>1,775.00</b>	

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THEDACARE LABORATORIES	53945	5/19/2016	12100529	100-0801-521.21-05	85.00	Venipuncture
			<b>Total for check: 53945</b>		<b>85.00</b>	
ELLEN TOTZKE	53946	5/19/2016	TOTZKE	100-0201-512.21-01	150.00	April 19, 2016 Common Council Meeting
			<b>Total for check: 53946</b>		<b>150.00</b>	
UNIFIRST CORPORATION	53947	5/19/2016	097 0210843	731-1022-541.20-01	169.99	Shirts/Coveralls
			<b>Total for check: 53947</b>		<b>169.99</b>	
UNIFORM SHOPPE	53948	5/19/2016	254613	100-0801-521.19-03	353.70	Shirts/Pants
			<b>Total for check: 53948</b>		<b>353.70</b>	
US PETROLEUM EQUIPMENT	53949	5/19/2016	224366	207-0707-552.24-02	4,933.26	Fuel Dispenser
		5/19/2016	5045292	207-0707-552.24-02	259.26	Nozzle
			<b>Total for check: 53949</b>		<b>5,192.52</b>	
VERIZON WIRELESS	53950	5/19/2016	9764759605	100-0703-553.22-01	55.48	Telephone
				100-0601-551.22-01	21.29	Telephone
				100-0801-521.22-01	12.03	Telephone
				100-1001-514.22-01	12.03	Telephone
		5/19/2016	9764759612	100-1002-541.22-01	30.01	Wi-Fi for GPS Device
				625-1002-541.22-01	10.00	Wi-Fi for GPS Device
			<b>Total for check: 53950</b>		<b>140.84</b>	
WE ENERGIES	53951	5/19/2016	WE ENERGIES	100-1008-541.22-04	68.08	455 Baldwin Street Gas
			<b>Total for check: 53951</b>		<b>68.08</b>	
WG INC	53952	5/19/2016	218551	100-0702-552.30-18	50.00	Stickers

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WG INC...	53952...	5/19/2016	218578	100-0703-553.30-18	41.34	Sign
			<b>Total for check: 53952</b>		<b>91.34</b>	
WINNEBAGO COUNTY CLERK OF COURTS	53953	5/19/2016	WINNEBAGO	100-0000-201.03-00	135.00	Bond Report #MP16-1462
				100-0801-521.29-01	38.75	Case #44001
				100-0801-521.29-01	72.50	Case #44002
			<b>Total for check: 53953</b>		<b>246.25</b>	
WINNEBAGO COUNTY EMERGENCY MGMT	53954	5/19/2016	WINNEBAGO	100-0901-515.30-18	99.60	Weather Radios 4 radios X \$24.90 ea
			<b>Total for check: 53954</b>		<b>99.60</b>	
WISCONSIN DEPT OF JUSTICE	53955	5/19/2016	L7101T	100-0801-521.21-06	119.00	Name Searches
			<b>Total for check: 53955</b>		<b>119.00</b>	
ZANDER PRESS INC	53956	5/19/2016	73776	100-0702-552.29-01	151.02	Forms
			<b>Total for check: 53956</b>		<b>151.02</b>	
					<b>139,193.71</b>	

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ACCURATE	53957	5/26/2016	1606005	731-1022-541.38-03	(60.52)	Credit
		5/26/2016	1606009	731-1022-541.38-03	134.92	Brake Rotor
	<b>Total for check: 53957</b>				<b>74.40</b>	
AIRGAS USA LLC	53958	5/26/2016	9935483412	731-1022-541.21-06	157.50	Lease Renewal
		5/26/2016	9935494328	100-0703-553.30-18	22.15	Acetylene/Oxygen
		5/26/2016	9935494329	731-1022-541.21-06	22.45	Acetylene/Oxygen/Argon
		5/26/2016	9935494330	731-1022-541.21-06	221.30	Oxygen
<b>Total for check: 53958</b>				<b>423.40</b>		
LW ALLEN LLC	53959	5/26/2016	100863	601-1020-543.24-04	4,525.00	Lift Station Work
	<b>Total for check: 53959</b>				<b>4,525.00</b>	
CITY OF APPLETON	53960	5/26/2016	230941	100-0918-531.21-06	500.00	Preparedness Agreement
	<b>Total for check: 53960</b>				<b>500.00</b>	
BADGER LAB & ENGINEERING INC	53961	5/26/2016	INV0000065455	601-1020-543.21-02	584.00	Wastewater
	<b>Total for check: 53961</b>				<b>584.00</b>	
BLOCK IRON & SUPPLY CO	53962	5/26/2016	702058	207-0707-552.30-18	132.00	Keys
	<b>Total for check: 53962</b>				<b>132.00</b>	
BRAZEE'S ACE HARDWARE	53963	5/26/2016	034546	207-0707-552.30-18	94.47	Fertilizer/Battery
	<b>Total for check: 53963</b>				<b>94.47</b>	
BROCK WHITE COMPANY	53964	5/26/2016	12656538-00	100-0704-552.24-04	292.55	Aqua Cure/Masterseal
	<b>Total for check: 53964</b>				<b>292.55</b>	
PAMELA A CAPTAIN	53965	5/26/2016	CAPTAIN	100-0201-512.30-18	217.50	Filing Fee

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PAMELA A CAPTAIN...	53965...	5/26/2016...	CAPTAIN...	100-0201-512.30-11	16.60	Postage
				100-0201-512.33-01	72.36	Mileage
				<b>Total for check: 53965</b>		
CARRICO AQUATIC RESOURCES INC	53966	5/26/2016	20161205	100-0704-552.30-18	4,000.00	Water Mgmt Agreement
				<b>Total for check: 53966</b>		
CRESCENT ELECTRIC SUPPLY COMPANY	53967	5/26/2016	S501881039.001	100-1008-541.24-03	65.86	Wire
				100-1001-514.24-03	65.86	Wire
				731-1022-541.24-03	65.85	Wire
			S501881039.002	100-1001-514.24-03	145.42	Spin Light
				731-1022-541.24-03	59.20	Conduit & Supplies
				731-1022-541.24-03	454.99	Supplies
			S501894135.001	100-1008-541.24-03	102.08	Conduit & Supplies
				731-1022-541.24-03	32.55	Supplies
			S501897385.001	100-1008-541.24-03	220.56	Wire
				731-1022-541.24-03	87.54	Supplies
			S501921051.001	100-1012-541.30-18	282.82	Supplies
				731-1022-541.24-03	30.74	Tape/Photo Control
<b>Total for check: 53967</b>			<b>1,613.47</b>			
DUMKE & ASSOCIATES &	53968	5/26/2016	316 RACINE	100-0903-531.29-06	2,077.50	316 Racine Street
				<b>Total for check: 53968</b>		
ENVIROTECH	53969	5/26/2016	050216-2A	625-1005-541.29-05	1,670.00	Street Sweeper Rental
				<b>Total for check: 53969</b>		
FARRELL EQUIPMENT & SUPPLY CO INC	53970	5/26/2016	INV000000798169	100-1012-541.30-18	19.00	Sonotube
		5/26/2016	INV000000798256	100-1012-541.30-18	23.00	Sonotube

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FARRELL EQUIPMENT & SUPPLY CO INC...	53970...	5/26/2016	INV000000798498	731-1022-541.30-18	89.94	Safety Cone
			<b>Total for check: 53970</b>		<b>131.94</b>	
FASTSIGNS OF APPLETON	53971	5/26/2016	A93890	100-0801-521.29-04	450.00	Graphics for Squad #22
			<b>Total for check: 53971</b>		<b>450.00</b>	
FERGUSON ENTERPRISES #1550	53972	5/26/2016	3311686	207-0707-552.30-18	249.84	Vac Breakers
			<b>Total for check: 53972</b>		<b>249.84</b>	
FISH WINDOW CLEANING	53973	5/26/2016	2680-47680	100-1001-514.20-01	50.00	Window Cleaning
			<b>Total for check: 53973</b>		<b>50.00</b>	
FOX CITIES CONVENTION & VISITORS	53974	5/26/2016	FFCCVB	100-0415-513.20-11	114.39	2016 Q1 Room Tax Share
			<b>Total for check: 53974</b>		<b>114.39</b>	
FOX STAMP SIGN & SPECIALTY	53975	5/26/2016	OE-60758	100-0203-512.30-18	40.40	Notary Stephanie Cheslock
			<b>Total for check: 53975</b>		<b>40.40</b>	
FOX VALLEY METRO POLICE DEPARTMENT	53976	5/26/2016	FVMPD	100-0000-201.03-00	197.00	Bond Report #16-1566
				100-0000-201.03-00	197.00	Bond Report #16-1566
			<b>Total for check: 53976</b>		<b>394.00</b>	
FOX VALLEY TRUCK	53977	5/26/2016	518124	731-1022-541.38-03	19.64	Washer
			<b>Total for check: 53977</b>		<b>19.64</b>	
GRAEF	53978	5/26/2016	0088386	470-0703-553.82-02	2,280.96	Loop Trail
			<b>Total for check: 53978</b>		<b>2,280.96</b>	

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GRIESBACH READY-MIX LLC	53979	5/26/2016	3398	625-1003-541.30-18	1,078.00	Concrete
			<b>Total for check: 53979</b>		<b>1,078.00</b>	
GRUNEWALD INC, JJ	53980	5/26/2016	1384	100-0703-553.30-18	1,400.00	Bark
			<b>Total for check: 53980</b>		<b>1,400.00</b>	
GUSTMAN CHEVROLET SALES INC	53981	5/26/2016	39731	731-1022-541.38-03	102.92	Gasket/Seal/Cap
			<b>Total for check: 53981</b>		<b>102.92</b>	
INFINITY TECHNOLOGY INC	53982	5/26/2016	520497	743-0403-513.24-04	100.00	Cisco Smartnet
		5/26/2016	520517	100-0704-552.30-15	956.00	Four HP Thin Client PC's
			<b>Total for check: 53982</b>		<b>1,056.00</b>	Maint Agree - 1 yr
JOHN DEERE FINANCIAL	53983	5/26/2016	75192906	100-0703-553.30-18	248.62	Landscape Supplies
		5/26/2016	75311307	100-0703-553.30-18	187.20	Landscape Supplies
		5/26/2016	75440408	100-0703-553.30-18	10.66	Landscape Supplies
			<b>Total for check: 53983</b>		<b>446.48</b>	
JX ENTERPRISES INC	53984	5/26/2016	G-260920015	731-1022-541.38-03	147.64	Pouch-Storage Cab
		5/26/2016	G-260950010	731-1022-541.38-03	966.45	Pedal - Throttle
			<b>Total for check: 53984</b>		<b>1,114.09</b>	
LANGE ENTERPRISES INC	53985	5/26/2016	57626	100-1008-541.30-15	3,786.70	Director Barrel
			<b>Total for check: 53985</b>		<b>3,786.70</b>	Traffic Divertor
LB MED WASTE	53986	5/26/2016	62621	100-0903-531.30-18	60.39	33 Gallon Box
			<b>Total for check: 53986</b>		<b>60.39</b>	
MANN & ASSOCIATES	53987	5/26/2016	MANN	470-1002-541.21-02	3,375.00	Valuation Services- Third St Bridge Project

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MANN & ASSOCIATES...	53987...	5/26/2016...	MANN...	625-0000-196.00-00	1,125.00	Valuation Services- Third St Bridge Project
			<b>Total for check: 53987</b>		<b>4,500.00</b>	
MCC INC	53988	5/26/2016	80508	100-1004-541.30-18	1,665.95	Material/Tennis Courts
				100-0703-553.30-18	51.45	Material/Tennis Courts
			<b>Total for check: 53988</b>		<b>1,717.40</b>	
MCMAHON	53989	5/26/2016	0902143	625-1010-541.21-02	6,912.57	Muni Garage & Utilities
			<b>Total for check: 53989</b>		<b>6,912.57</b>	
MENASHA NEENAH MUNICIPAL COURT	53990	5/26/2016	MNMC	100-0000-201.03-00	174.00	Bond Report #16-0130
			<b>Total for check: 53990</b>		<b>174.00</b>	
MENASHA TREASURER	53991	5/26/2016	PD	100-0801-521.33-03	10.27	Prisoner Meals
				100-0801-521.34-04	23.80	Training
				100-0801-521.34-03	8.98	Training Meals/Lodging
				100-0801-521.33-03	18.42	Travel Meals/Lodging
				100-0801-521.19-03	28.88	Uniform
			<b>Total for check: 53991</b>		<b>90.35</b>	
MENASHA UTILITIES	53992	5/26/2016	4422	100-1012-541.30-18	201.77	Lamps
			<b>Total for check: 53992</b>		<b>201.77</b>	
MID-AMERICAN RESEARCH CHEMICAL	53993	5/26/2016	0578452-IN	731-1022-541.30-18	94.50	Glass Cleaner
			<b>Total for check: 53993</b>		<b>94.50</b>	
MBM	53994	5/26/2016	IN96720	743-0403-513.29-01	243.10	Monthly Print Care Agreement

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MBM...	53994...	5/26/2016	IN97253	743-0403-513.29-01	104.33	Copier Usage
			<b>Total for check: 53994</b>		<b>347.43</b>	
MORTON SAFETY	53995	5/26/2016	167285-00	100-0703-553.30-13	160.00	Gloves
			<b>Total for check: 53995</b>		<b>160.00</b>	
CITY OF NEENAH	53996	5/26/2016	FIRE/RESCUE	100-0501-522.25-01	267,593.00	Fire/Rescue Services
			<b>Total for check: 53996</b>		<b>267,593.00</b>	
CITY OF NEENAH	53997	5/26/2016	NEENAH	100-0415-513.20-11	33.40	2016 Q1 Room Tax Share
			<b>Total for check: 53997</b>		<b>33.40</b>	
OFFICE DEPOT	53998	5/26/2016	6641938	100-0903-531.30-18	14.60	Office Supplies
				100-0904-531.30-18	12.30	Office Supplies
				100-0909-531.30-18	71.77	Office Supplies
				100-0915-531.30-18	38.40	Office Supplies
			<b>Total for check: 53998</b>		<b>137.07</b>	
CLAIRE OPSTEEN	53999	5/26/2016	OPSTEEN	100-0916-531.34-03	93.07	Lodging
			<b>Total for check: 53999</b>		<b>93.07</b>	
OSI ENVIRONMENTAL INC	54000	5/26/2016	4011263	731-1022-541.21-06	100.00	Used Oil Collection Fee
			<b>Total for check: 54000</b>		<b>100.00</b>	
PERSONNEL EVALUATION INC	54001	5/26/2016	18494	100-0801-521.21-06	200.00	Pep Billing
			<b>Total for check: 54001</b>		<b>200.00</b>	

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PRECISION SEALCOATING INC	54002	5/26/2016	PRECISION	100-1003-541.20-10	25,000.47	2016 Crack Seal Program
			<b>Total for check: 54002</b>		<b>25,000.47</b>	
RECYCLETHATSTUFF.COM	54003	5/26/2016	052728	100-0304-562.21-06	150.00	Recycle Event Fee
			<b>Total for check: 54003</b>		<b>150.00</b>	
RIECKMANN CREATIONS & FABRICATIONS	54004	5/26/2016	150	100-0801-521.29-04	1,146.00	Spacers/Mount
			<b>Total for check: 54004</b>		<b>1,146.00</b>	
ROAD EQUIPMENT	54005	5/26/2016	WA612026	731-1022-541.38-03	661.45	Battery/Shoe/Core/Axle
			<b>Total for check: 54005</b>		<b>661.45</b>	
DR TERESA RUDOLPH	54006	5/26/2016	CITY PHYSICIAN	100-0903-531.21-05	150.00	City Physician
			<b>Total for check: 54006</b>		<b>150.00</b>	
SAFEBUILT LLC	54007	5/26/2016	0024552-IN	100-0301-523.21-06	76.00	Code Enforcement Services
		5/26/2016	0024597-IN	100-0301-523.21-06	12,316.55	Permits
			<b>Total for check: 54007</b>		<b>12,392.55</b>	
SNAP-ON TOOLS	54008	5/26/2016	05021635742	731-1022-541.24-02	264.95	Tools
				731-1022-541.30-18	321.25	Tools
			<b>Total for check: 54008</b>		<b>586.20</b>	
SPEEDY METALS LLC	54009	5/26/2016	4322518-AP	100-1002-541.30-18	44.66	Supplies
			<b>Total for check: 54009</b>		<b>44.66</b>	
STAPLES BUSINESS ADVANTAGE	54010	5/26/2016	3301438630	100-0304-562.30-18	160.00	Office Supplies
		5/26/2016	3301438631	100-0702-552.30-10	28.98	Paper
				100-1001-514.30-10	33.20	Paper

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STAPLES BUSINESS ADVANTAGE...	54010...	5/26/2016	3301438635	100-0801-521.30-10	62.67	Office Supplies
			<b>Total for check: 54010</b>		<b>284.85</b>	
STOPSTICK LTD	54011	5/26/2016	0006630-IN	100-0801-521.29-04	60.00	SUV Deployment Bag
			<b>Total for check: 54011</b>		<b>60.00</b>	
STREICHER'S INC	54012	5/26/2016	11209391	100-0801-521.19-03	293.00	Eagle Over Circle
			<b>Total for check: 54012</b>		<b>293.00</b>	
TAPCO	54013	5/26/2016	1524961	100-1008-541.30-18	125.21	Traffic Signal Lights
		5/26/2016	1525379	100-1008-541.30-18	2,080.00	Glass Beads
			<b>Total for check: 54013</b>		<b>2,205.21</b>	
TRADER PLUMBING INC	54014	5/26/2016	37615	100-0704-552.24-03	345.00	Replace Piping/Pool
			<b>Total for check: 54014</b>		<b>345.00</b>	
TRI CITY HOME IMPROVEMENTS INC	54015	5/26/2016	1139	207-0707-552.24-03	6,280.00	1 Center Street
			<b>Total for check: 54015</b>		<b>6,280.00</b>	
TRI-COUNTY OVERHEAD DOOR INC	54016	5/26/2016	125240	731-1022-541.24-03	490.55	Door Repair
			<b>Total for check: 54016</b>		<b>490.55</b>	
UNIFIRST CORPORATION	54017	5/26/2016	097 0211301	731-1022-541.20-01	119.39	Coveralls/Shirts
			<b>Total for check: 54017</b>		<b>119.39</b>	
UNITED TRANSLATORS	54018	5/26/2016	527	100-0801-521.21-06	315.00	ASL After Hours
			<b>Total for check: 54018</b>		<b>315.00</b>	

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UNITED WAY FOX CITIES	54019	5/26/2016	20160526	100-0000-202.09-00	31.00	PAYROLL SUMMARY
			<b>Total for check: 54019</b>		<b>31.00</b>	
US VENTURE	54020	5/26/2016	L54786	731-1022-541.21-06	30.00	Fuel
			<b>Total for check: 54020</b>		<b>30.00</b>	
VALLEY AQUATIC SOLUTIONS LLC	54021	5/26/2016	0057964-IN	100-0704-552.30-18	1,930.48	Pool Supplies
			<b>Total for check: 54021</b>		<b>1,930.48</b>	
VERIZON WIRELESS	54022	5/26/2016	9764759606	100-1002-541.22-01	127.36	Phone
				625-1002-541.22-01	42.46	Phone
				601-1020-543.22-01	27.03	Phone
		5/26/2016	9764759607	100-0703-553.22-01	48.43	Cell Phone Charges
				731-1022-541.22-01	102.69	Cell Phone Charges
		5/26/2016	9764759608	100-0919-531.22-01	160.36	Phone
		5/26/2016	9764759610	100-0801-521.22-01	574.72	Cell Phones
		5/26/2016	9764759611	100-0304-562.22-01	33.73	Phone
			<b>Total for check: 54022</b>		<b>1,116.78</b>	
WCA GROUP HEALTH TRUST	54023	5/26/2016	WCA	100-0000-204.08-00	126,294.47	June Health Insurance Employees
				100-0000-204.11-00	5,820.99	June Health Insurance Bank Sick Retirees
			<b>Total for check: 54023</b>		<b>132,115.46</b>	
WE ENERGIES	54024	5/26/2016	WE ENERGIES	100-0701-533.22-03	15.87	North Street Electric
				100-0701-533.22-03	15.87	North Street Electric
				100-1012-541.22-03	1,094.40	Street Lights
				100-0903-531.22-04	17.81	316 Racine Street Gas
			<b>Total for check: 54024</b>		<b>1,143.95</b>	
WINNEBAGO COUNTY TREASURER	54025	5/26/2016	LF123270	266-1027-543.25-01	519.00	TV's/Computers/Tires

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WINNEBAGO COUNTY TREASURER...	54025...	5/26/2016	LF123364	100-1016-543.25-01	15,283.60	Direct Haul
				100-1017-543.25-01	2,850.76	Direct Haul
				266-1027-543.25-01	669.20	Direct Haul
				<b>Total for check: 54025</b>		<b>19,322.56</b>
WISCONSIN SUPPORT COLLECTIONS	54026	5/26/2016	20160526	100-0000-202.03-00	632.88	PAYROLL SUMMARY
				<b>Total for check: 54026</b>		<b>632.88</b>
WPPI ENERGY	54027	5/26/2016	INV05891	310-0409-571.61-01	8,475.47	WPPI Debt Service Pmt
				310-0410-571.61-02	1,345.22	WPPI Debt Service Pmt
				<b>Total for check: 54027</b>		<b>9,820.69</b>
					<b>528,091.69</b>	

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ACC PLANNED SERVICE INC	54028	5/31/2016	16581	100-0601-551.24-03	379.10	Materials
			<b>Total for check: 54028</b>		<b>379.10</b>	
ARROW AUDIO	54029	5/31/2016	9435	100-0601-551.24-03	282.50	Audio Call
			<b>Total for check: 54029</b>		<b>282.50</b>	
BAKER & TAYLOR INC	54030	5/31/2016	2031871710	100-0601-551.30-14	644.38	Library Materials
		5/31/2016	2031880186	100-0601-551.30-14	207.12	Library Materials
		5/31/2016	2031887855	100-0601-551.30-14	363.55	Library Materials
		5/31/2016	2031902162	100-0601-551.30-14	461.98	Library Materials
		5/31/2016	2031908238	100-0601-551.30-14	110.08	Library Materials
		5/31/2016	2031910365	100-0601-551.30-14	429.70	Library Materials
		5/31/2016	2031925652	100-0601-551.30-14	738.92	Library Materials
		5/31/2016	2031931576	100-0601-551.30-14	178.82	Library Materials
		5/31/2016	2031934367	100-0601-551.30-14	324.96	Library Materials
		5/31/2016	2031935143	100-0601-551.30-14	128.45	Library Materials
		5/31/2016	2031955186	100-0601-551.30-14	361.28	Library Materials
		5/31/2016	2031962356	100-0601-551.30-14	1,241.94	Library Materials
		5/31/2016	5014072522	100-0601-551.30-14	44.57	Library Materials
		5/31/2016	5014091886	100-0601-551.30-14	136.81	Library Materials
			<b>Total for check: 54030</b>		<b>5,372.56</b>	
JOE BONGERS	54031	5/31/2016	BONGERS	100-0601-551.33-01	27.04	Mileage
			<b>Total for check: 54031</b>		<b>27.04</b>	
CDW GOVERNMENT INC	54032	5/31/2016	CWN0811	100-0601-551.30-10	87.39	Toner
		5/31/2016	CXK7720	100-0601-551.30-10	76.82	Ink Cartridge
			<b>Total for check: 54032</b>		<b>164.21</b>	

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
CENTER POINT LARGE PRINT	54033	5/31/2016	1371011	100-0601-551.30-14	180.96	Library Materials
			<b>Total for check: 54033</b>		<b>180.96</b>	
DUGGLEBY, JOHN	54034	5/31/2016	DUGGLEBY	100-0601-551.20-05	325.00	Performance
			<b>Total for check: 54034</b>		<b>325.00</b>	
EAST BONNER COUNTY LIBRARY DISTRICT	54035	5/31/2016	EAST BONNER	100-0601-551.30-14	11.99	Library Materials
			<b>Total for check: 54035</b>		<b>11.99</b>	
FINDAWAY WORLD LLC	54036	5/31/2016	183263	100-0601-551.30-14	239.98	Library Materials
			<b>Total for check: 54036</b>		<b>239.98</b>	
GALE	54037	5/31/2016	57902509	100-0601-551.30-14	44.79	Library Materials
		5/31/2016	57902933	100-0601-551.30-14	22.40	Library Materials
		5/31/2016	57920912	100-0601-551.30-14	25.59	Library Materials
		5/31/2016	57939307	100-0601-551.30-14	27.99	Library Materials
		5/31/2016	57941267	100-0601-551.30-14	38.92	Library Materials
		5/31/2016	57946176	100-0601-551.30-14	25.59	Library Materials
			<b>Total for check: 54037</b>		<b>185.28</b>	
GENERAL BOOK COVERS	54038	5/31/2016	16221	100-0601-551.30-18	162.00	Book Jacket Cover
			<b>Total for check: 54038</b>		<b>162.00</b>	
RON LINDBERG	54039	5/31/2016	LINDBERG	100-0601-551.20-05	300.00	Performance
			<b>Total for check: 54039</b>		<b>300.00</b>	
JEFF MCMULLEN	54040	5/31/2016	MCMULLEN	100-0601-551.20-05	250.00	Performance
			<b>Total for check: 54040</b>		<b>250.00</b>	

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
MIDWEST TAPE	54041	5/31/2016	0093857742	100-0601-551.30-14	10.99	Library Materials
		5/31/2016	0093857743	100-0601-551.30-14	354.48	Library Materials
		5/31/2016	0093857779	100-0601-551.30-14	271.54	Library Materials
		5/31/2016	0093867826	100-0601-551.30-14	24.99	Library Materials
		5/31/2016	0093881057	100-0601-551.30-14	20.99	Library Materials
		5/31/2016	0093881058	100-0601-551.30-14	205.94	Library Materials
		5/31/2016	0093881112	100-0601-551.30-14	230.46	Library Materials
		5/31/2016	0093901471	100-0601-551.30-14	49.99	Library Materials
		5/31/2016	0093901559	100-0601-551.30-14	62.20	Library Materials
		5/31/2016	0093901562	100-0601-551.30-14	127.75	Library Materials
		5/31/2016	0093920824	100-0601-551.30-14	20.98	Library Materials
		5/31/2016	0093920825	100-0601-551.30-14	92.09	Library Materials
		5/31/2016	0093920854	100-0601-551.30-14	184.01	Library Materials
			<b>Total for check: 54041</b>		<b>1,656.41</b>	
MBM	54042	5/31/2016	IN96279	100-0601-551.24-04	466.67	Copier Supplies
		5/31/2016	IN96676	100-0601-551.24-04	750.86	Copier Supplies
			<b>Total for check: 54042</b>		<b>1,217.53</b>	
SCOTT OBERMANN	54043	5/31/2016	OBERMANN	100-0601-551.20-05	350.00	Performance
			<b>Total for check: 54043</b>		<b>350.00</b>	
DAVE OLSEN	54044	5/31/2016	OLSEN	100-0601-551.20-05	200.00	Performance
			<b>Total for check: 54044</b>		<b>200.00</b>	
PENGUIN RANDOM HOUSE INC	54045	5/31/2016	1086991222	100-0601-551.30-14	41.25	Library Materials
		5/31/2016	1087207096	100-0601-551.30-14	30.00	Library Materials
			<b>Total for check: 54045</b>		<b>71.25</b>	

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
PENWORTHY COMPANY	54046	5/31/2016	0515904-IN	100-0601-551.30-14	335.28	Library Materials
			<b>Total for check: 54046</b>			<b>335.28</b>
RANDY PETERSON	54047	5/31/2016	PETERSON	100-0601-551.20-05	325.00	Performance
			<b>Total for check: 54047</b>			<b>325.00</b>
QUALITY BOOKS INC	54048	5/31/2016	193400	100-0601-551.30-14	19.32	Library Materials
			193450	100-0601-551.30-14	21.04	Library Materials
			<b>Total for check: 54048</b>			<b>40.36</b>
ROOSTER DREAMS VISUAL ARTS	54049	5/31/2016	ROOSTER	100-0601-551.20-05	220.00	Performance
			<b>Total for check: 54049</b>			<b>220.00</b>
MIKE SCHNEIDER PINT SIZE POLKAS	54050	5/31/2016	SCHNEIDER	100-0601-551.20-05	350.00	Performance
			<b>Total for check: 54050</b>			<b>350.00</b>
SERVICEMASTER BUILDING MAINTENANCE	54051	5/31/2016	19908	100-0601-551.20-01	1,496.00	Janitorial Service
			<b>Total for check: 54051</b>			<b>1,496.00</b>
SYNCB/AMAZON	54053	5/31/2016	012203874651	100-0601-551.30-14	47.97	Library Materials
			012206367778	100-0601-551.30-14	(0.09)	Library Materials
			025560034739	100-0601-551.30-14	23.96	Library Materials
			027542635540	100-0601-551.30-14	16.99	Library Materials
			027543938095	100-0601-551.30-14	12.99	Library Materials
			027546320404	100-0601-551.30-14	23.25	Library Materials
			027546557424	100-0601-551.30-14	24.90	Library Materials
			027548582437	100-0601-551.30-14	117.44	Library Materials
			085415666821	100-0601-551.30-14	33.98	Library Materials
			085418295760	100-0601-551.30-14	50.97	Library Materials
085419783787	100-0601-551.30-14	17.99	Library Materials			

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
SYNCB/AMAZON...	54053...	5/31/2016	143161411355	100-0601-551.30-14	109.96	Library Materials
		5/31/2016	143161579235	100-0601-551.30-14	(30.00)	Library Materials
		5/31/2016	143163259156	100-0601-551.30-14	(0.06)	Library Materials
		5/31/2016	143168197029	100-0601-551.30-14	84.89	Library Materials
		5/31/2016	143168538833	100-0601-551.30-14	(17.23)	Library Materials
		5/31/2016	150472292540	100-0601-551.30-14	99.95	Library Materials
		5/31/2016	150474954667	100-0601-551.30-14	33.98	Library Materials
		5/31/2016	150476174396	100-0601-551.30-14	(18.05)	Library Materials
		5/31/2016	228133128755	100-0601-551.30-14	93.93	Library Materials
		5/31/2016	228135325898	100-0601-551.30-14	26.06	Library Materials
		5/31/2016	228137574215	100-0601-551.30-14	113.58	Library Materials
		5/31/2016	264442677726	100-0601-551.30-14	(0.09)	Library Materials
		5/31/2016	264447637577	100-0601-551.30-14	28.79	Library Materials
			<b>Total for check: 54053</b>		<b>896.06</b>	
THIRD STREET MARKET	54054	5/31/2016	03112160	100-0601-551.30-16	19.19	Supplies
		5/31/2016	03113013	100-0601-551.30-16	1.54	Supplies
		5/31/2016	03128494	100-0601-551.30-16	10.93	Supplies
		5/31/2016	04044715	100-0601-551.30-16	1.98	Supplies
		5/31/2016	05074887	100-0601-551.30-16	2.58	Supplies
		5/31/2016	05084918	100-0601-551.30-16	7.98	Supplies
				100-0601-551.30-16	(3.95)	Credit
			<b>Total for check: 54054</b>		<b>40.25</b>	
UNIQUE MANAGEMENT SERVICES INC	54055	5/31/2016	427744	100-0000-441.19-00	241.65	Collection Agency Fees
			<b>Total for check: 54055</b>		<b>241.65</b>	

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
US BANK EQUIPMENT FINANCE	54056	5/31/2016	305281081	100-0601-551.24-04	142.03	Copier Contract
			<b>Total for check: 54056</b>		<u>142.03</u>	
					<u>15,462.44</u>	

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ACCURATE	54057	6/2/2016	1606187	731-1022-541.30-18	214.14	Clamps/Drills/Tie
		6/2/2016	1606202	731-1022-541.29-04	825.10	Bolts/Nuts/Washers
		6/2/2016	1606305	731-1022-541.38-03	133.16	Brake Pads/Rotor
		6/2/2016	1606382	731-1022-541.30-18	163.79	Nuts/Washers/Ties
<b>Total for check: 54057</b>					<b>1,336.19</b>	
BAHCALL RUBBER CO INC	54058	6/2/2016	742248-001	731-1022-541.38-03	708.78	Ring
		6/2/2016	742248-002	731-1022-541.38-03	22.58	Hose
<b>Total for check: 54058</b>					<b>731.36</b>	
BROCK WHITE COMPANY	54059	6/2/2016	12658167-00	100-0704-552.24-03	63.74	Peastone/Speedcrete
		6/2/2016	12659568-00	100-0704-552.24-03	236.96	Speedcrete
		6/2/2016	12659839-00	100-0704-552.24-03	309.38	Eucocrete/Speedcrete
<b>Total for check: 54059</b>					<b>610.08</b>	
BRUCE MUNICIPAL EQUIPMENT INC	54060	6/2/2016	5161727	731-1022-541.38-03	322.32	Hose
		<b>Total for check: 54060</b>				
CARDMEMBER SERVICE	54065	6/2/2016	0018	100-0601-551.34-02	45.00	Wisconsin Library Assoc
		6/2/2016	0037	100-0702-552.30-18	471.60	Softballs
		6/2/2016	0048	100-0801-521.29-04	336.47	Niterider Tech
		6/2/2016	0149	100-0704-552.24-04	45.00	S I Metals & Supply
		6/2/2016	0156	100-0801-521.34-02	89.00	Fox Valley Tech
		6/2/2016	0217	743-0403-513.30-10	62.00	Phone Label
		6/2/2016	0271	743-0403-513.29-01	174.18	Toner Cartridges
		6/2/2016	0301	100-0801-521.33-03	33.56	Toppers Pizza
		6/2/2016	0303	100-0801-521.34-02	3.00	Paypath
		6/2/2016	0425	100-0601-551.30-11	9.06	USPS
		6/2/2016	0686	100-0703-553.34-03	14.00	Hi Way Harrys
		6/2/2016	0800	100-0801-521.34-03	12.34	Dunkin
		6/2/2016	0846	824-0807-521.30-15	202.35	Petsmart

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CARDMEMBER SERVICE...	54065...	6/2/2016	0948	100-0801-521.34-03	11.57	Panera Bread
		6/2/2016	1221	100-0801-521.34-03	218.00	Kalahari
		6/2/2016	1347	100-0601-551.30-16	13.90	Manderfield's
		6/2/2016	1662	100-0801-521.34-03	7.71	Arby's
		6/2/2016	1674	100-0801-521.32-01	25.00	TLO Transunion
		6/2/2016	1961	100-0801-521.34-03	10.85	Chipotle
		6/2/2016	2305	100-0801-521.34-03	5.02	Wendy's
		6/2/2016	2475	100-0801-521.34-03	39.27	TST Sprecher's
		6/2/2016	2498	100-0801-521.29-04	14.68	Monoprice
		6/2/2016	2572	100-1016-543.30-18	104.85	Sanitation Remotes
		6/2/2016	3074	731-1022-541.33-02	99.00	Jeff's Training
		6/2/2016	3208	100-0601-551.30-16	(9.00)	Credit
		6/2/2016	3302	100-0601-551.30-16	9.95	Lucid Software
		6/2/2016	3378	100-0801-521.30-18	141.79	Crystalplus
		6/2/2016	3859	470-1001-514.82-01	470.00	Sign Shop Roof
		6/2/2016	3960	824-0807-521.21-06	140.18	Tailwaggers
		6/2/2016	4046	100-0801-521.34-03	21.83	Jimmy Johns
		6/2/2016	4070	824-0807-521.30-15	32.06	Pet Supplies
		6/2/2016	4184	100-0801-521.30-11	19.44	UPS
		6/2/2016	4470	100-0601-551.30-16	106.00	Rhode Island Novelty
		6/2/2016	4869	100-0801-521.29-04	287.43	Big Sky Racks
		6/2/2016	5053	100-0402-513.34-02	32.00	Trg. Video
		6/2/2016	5087	100-0000-132.00-00	812.00	AED Pads
		6/2/2016	5485	100-0601-551.30-16	219.12	Raymond Geddes
		6/2/2016	5626	100-0601-551.30-14	99.89	Amazon
		6/2/2016	5678	100-0706-561.32-01	200.00	Intl Soc Arboriculture
		6/2/2016	5717	100-0903-531.32-01	100.00	WPHA Member
		6/2/2016	5805	100-0801-521.29-04	44.88	Amazon
		6/2/2016	5843	100-0703-553.34-03	(11.47)	Credit
		6/2/2016	5852	100-0703-553.34-03	(96.43)	Credit
		6/2/2016	6370	100-0801-521.30-11	8.35	UPS
		6/2/2016	6398	100-0801-521.34-03	12.34	Dunkin
		6/2/2016	6574	100-0904-531.30-15	47.00	Supplies - Env
		6/2/2016	6586	731-1022-541.38-03	23.96	Trailer Springs

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CARDMEMBER SERVICE...	54065...	6/2/2016	6602	100-0601-551.30-11	2.94	USPS
		6/2/2016	6647	100-0601-551.30-14	(0.25)	Credit
		6/2/2016	7195	100-1001-514.30-18	169.36	Chair Mats
				100-0801-521.24-03	129.44	Chair Mats
		6/2/2016	7257	100-1001-514.30-18	147.59	Kvan Bourgondien
				100-1003-541.30-18	271.18	Kvan Bourgondien
		6/2/2016	7491	100-0801-521.34-02	225.00	Taser Training Academy
		6/2/2016	7502	100-0801-521.38-01	37.63	Marathon
		6/2/2016	7544	824-0807-521.21-06	(59.85)	Credit
		6/2/2016	7556	824-0807-521.21-06	63.00	Tailwaggers
		6/2/2016	7873	100-0801-521.29-04	6.79	Amazon
		6/2/2016	7904	100-0601-551.30-14	27.78	Paypal
		6/2/2016	8228	100-0801-521.30-18	53.57	ULine
		6/2/2016	8363	100-0801-521.29-04	16.32	Del City
		6/2/2016	8713	100-0202-512.30-18	46.80	Interview Exp.
		6/2/2016	8944	100-0801-521.19-03	24.99	Galls
				100-0801-521.30-15	160.38	Galls
		6/2/2016	9016	100-0000-132.00-00	693.82	Flags
		6/2/2016	9076	100-0801-521.30-18	335.00	Davis & Stanton
		6/2/2016	9104	100-0918-531.30-18	1,055.97	Training Supplies
		6/2/2016	9220	824-0807-521.21-05	519.82	Appanasha
		6/2/2016	9235	100-0801-521.29-04	129.11	Jacky Jones
		6/2/2016	9678	100-0902-524.24-04	29.13	Scanner
			100-0704-552.30-10	29.13	Scanner	
	6/2/2016	9895	100-0801-521.34-02	350.00	IACP	
			<b>Total for check: 54065</b>		<b>9,223.38</b>	
CHICKEN PALACE OF MENASHA INC	54066	6/2/2016	CHICKEN PALACE	100-0000-421.01-00	8,000.00	Reserve Liquor License
			<b>Total for check: 54066</b>		<b>8,000.00</b>	

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CRI RECYCLING SERVICE INC	54067	6/2/2016	42281	731-1022-541.21-06	157.01	Granular Drum
			<b>Total for check: 54067</b>		<b>157.01</b>	
KORTNEY DAHM	54068	6/2/2016	DAHM KORTNEY	100-0903-531.33-01	23.30	October Expenses
			<b>Total for check: 54068</b>		<b>23.30</b>	
DECLLENE TRUCK REFRIGERATION	54069	6/2/2016	199640	731-1022-541.30-18	255.30	Greenlube
			<b>Total for check: 54069</b>		<b>255.30</b>	
GORDON ECKRICH	54070	6/2/2016	ECKRICH	100-0402-513.10-07	50.00	Board of Review 5/26/16
			<b>Total for check: 54070</b>		<b>50.00</b>	
FACTORY MOTOR PARTS CO	54071	6/2/2016	18-1488937	731-1022-541.38-03	180.19	Pad Kit
		6/2/2016	18-1489382	731-1022-541.38-03	(205.74)	Credit
		6/2/2016	18-1491585	731-1022-541.30-18	95.52	Cleaner
			<b>Total for check: 54071</b>		<b>69.97</b>	
FERGUSON ENTERPRISES #1550	54072	6/2/2016	3355354	100-0704-552.24-03	107.82	Plumb Parts
		6/2/2016	3386993	100-0704-552.20-04	14.67	Plumb Parts for Pool
			<b>Total for check: 54072</b>		<b>122.49</b>	
FERGUSON WATERWORKS #1476	54073	6/2/2016	0195686	601-1020-543.30-18	66.00	PVC Coup
			<b>Total for check: 54073</b>		<b>66.00</b>	
GRAPHIC COMPOSITION INC	54074	6/2/2016	244344	100-0801-521.29-01	166.60	Business Cards
				100-0000-134.00-00	(16.60)	Business Cards
			<b>Total for check: 54074</b>		<b>150.00</b>	

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GREMMER & ASSOCIATES INC	54075	6/2/2016	3	625-1010-541.21-02	210.00	Professional Services
			<b>Total for check: 54075</b>		<b>210.00</b>	
GRIESBACH READY-MIX LLC	54076	6/2/2016	3405	100-1003-541.30-18	507.00	Concrete
				470-1009-541.82-02	2,016.75	Concrete
			<b>Total for check: 54076</b>		<b>2,523.75</b>	
CANDI HUBER	54077	6/2/2016	HUBER	100-0202-512.33-01	7.37	May Expenses
			<b>Total for check: 54077</b>		<b>7.37</b>	
JOE'S POWER CENTER	54078	6/2/2016	173591	625-1010-541.30-15	274.99	Cutquick
				625-1003-541.30-15	274.98	Cutquick
				100-1009-541.30-15	274.99	Cutquick
				100-1003-541.30-15	274.99	Cutquick
			<b>Total for check: 54078</b>		<b>1,099.95</b>	
JX ENTERPRISES INC	54079	6/2/2016	G-260970025	731-1022-541.38-03	41.52	Gasket & Seal-Oil
		6/2/2016	G-260990006	731-1022-541.38-03	51.69	Pump-Washer Bottle
		6/2/2016	G-260990015	731-1022-541.38-03	63.16	Gauge Kit
			<b>Total for check: 54079</b>		<b>156.37</b>	
KAEMPFER & ASSOCIATES INC	54080	6/2/2016	18265	601-1020-543.21-02	595.21	Sewer User Monitoring Project E145-01.07
			<b>Total for check: 54080</b>		<b>595.21</b>	
GREG KEIL	54081	6/2/2016	KEIL	100-0402-513.10-07	75.00	Board of Review May 26, 2016
			<b>Total for check: 54081</b>		<b>75.00</b>	

**AP Check Register**  
**Check Date: 6/2/2016**

Date: 6/2/2016

<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>
L&S TRUCK CENTER	54082	6/2/2016	264628	731-1022-541.29-04	2,713.58	Truck Repair
			<b>Total for check: 54082</b>		<b>2,713.58</b>	
LEGACY DISTRIBUTION	54083	6/2/2016	4301	100-0703-553.30-18	292.65	Rain Suits
			<b>Total for check: 54083</b>		<b>292.65</b>	
LINCOLN CONTRACTORS SUPPLY INC	54084	6/2/2016	K45312	731-1022-541.38-03	52.98	Air Filter
			<b>Total for check: 54084</b>		<b>52.98</b>	
LITTLE CHUTE MUNICIPAL COURT	54085	6/2/2016	LCMC	100-0000-201.03-00	197.00	Bond Report #MP16-1595
				100-0000-201.03-00	197.00	Bond Report #MP16-1596
			<b>Total for check: 54085</b>		<b>394.00</b>	
MCC INC	54086	6/2/2016	81275	100-1003-541.30-18	2,300.33	Material
			<b>Total for check: 54086</b>		<b>2,300.33</b>	
MENARDS-APPLETON EAST	54087	6/2/2016	95449	100-0704-552.24-03	698.00	Rubber Roofing
			<b>Total for check: 54087</b>		<b>698.00</b>	
MENARDS-APPLETON WEST	54088	6/2/2016	20949	100-0706-561.30-18	10.78	Mason Line
			<b>Total for check: 54088</b>		<b>10.78</b>	
MENASHA DOWNTOWN DEVELOPMENT LLC	54089	6/2/2016	MENASHADTDEV	493-0304-562.21-11	500,000.00	TID #13 Development Incentive per Agreement
			<b>Total for check: 54089</b>		<b>500,000.00</b>	
MENASHA NEENAH MUNICIPAL COURT	54090	6/2/2016	MNMC	100-0000-201.03-00	411.00	Bond Report #MP16-05 & 16-06

## AP Check Register

### Check Date: 6/2/2016

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MENASHA NEENAH MUNICIPAL COURT...	54090...	6/2/2016...	MNMC...	100-0000-201.03-00	174.00	Bond Report #16-0002
			<b>Total for check: 54090</b>		<b>585.00</b>	
MENASHA TREASURER	54091	6/2/2016	POOL	100-0000-103.08-00	700.00	Pool - Start-up
			<b>Total for check: 54091</b>		<b>700.00</b>	
MENASHA UTILITIES	54092	6/2/2016	MENASHA UTILITY	501-0304-562.22-06	2.90	3009 Georgetown Place
				100-1008-541.22-03	275.16	Electric
				501-0304-562.22-06	46.40	Storm
				100-0000-123.00-00	15.89	Electric
				100-1012-541.22-03	87.17	Electric
				100-0304-562.22-03	27.02	Electric
				625-0304-562.22-03	8.24	Electric
				100-1013-541.22-03	17.54	Electric
				100-1013-541.22-06	284.21	Storm
				207-0707-552.22-03	249.69	Electric
				207-0707-552.22-05	34.42	Water
				207-0707-552.22-06	56.56	Storm
				100-0703-553.22-03	499.34	Electric
				100-0703-553.22-05	545.14	Water
				100-0703-553.22-06	398.77	Storm
				100-1001-514.22-03	1,384.58	Electric
				100-1001-514.22-05	473.60	Water
				743-0403-513.21-04	167.75	Internet Charge
				743-0403-513.21-04	2,310.40	Dark Fiber Charge
				100-0305-562.22-06	2.90	Storm
				100-1014-543.22-06	61.63	Storm
				100-1019-552.22-03	323.62	Electric
				100-1019-552.22-05	10.32	Water
				601-1020-543.22-03	112.06	Electric
			<b>Total for check: 54092</b>		<b>7,395.31</b>	

## AP Check Register

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
MORTON SAFETY	54093	6/2/2016	167578-00	100-0702-552.30-18	67.78	First-aid Supplies
			<b>Total for check: 54093</b>		<b>67.78</b>	
N&M AUTO SUPPLY	54094	6/2/2016	562332	731-1022-541.38-03	143.99	Filters/Socket/Plug
		6/2/2016	562350	731-1022-541.38-03	20.40	Lamp
		6/2/2016	562399	731-1022-541.30-18	6.22	Grease Cartridge
		6/2/2016	562580	731-1022-541.38-03	3.72	Copper Gasket
		6/2/2016	562643	731-1022-541.38-03	1.84	Copper Gasket
		6/2/2016	562658	731-1022-541.38-03	29.54	Spark Plug/Brake Fluid
		6/2/2016	562786	731-1022-541.30-18	47.04	Floor Dry
		6/2/2016	562944	731-1022-541.38-03	14.04	Filter
		6/2/2016	563331	731-1022-541.38-03	23.28	Air Filter
		6/2/2016	563346	731-1022-541.38-03	17.32	Mobil Synthetic
		6/2/2016	563478	731-1022-541.38-03	15.69	Bearing Protectors
		6/2/2016	564138	731-1022-541.38-03	18.92	Air Filter
			<b>Total for check: 54094</b>		<b>342.00</b>	
NEENAH-MENASHA SEWERAGE COMMISSION	54095	6/2/2016	2016-081	601-1021-543.21-01	1,485.00	Legal Reimbursement Fox River Cleanup
		6/2/2016	2016-089	601-1021-543.25-01	81,848.96	Wastewater Treatment
		6/2/2016	2016-095	601-1021-543.25-01	27,721.00	Interest & Debt Charges
			<b>Total for check: 54095</b>		<b>111,054.96</b>	
JEFF NICHOLS	54096	6/2/2016	NICHOLS	100-0402-513.10-07	75.00	Board of Review 5/26/16
			<b>Total for check: 54096</b>		<b>75.00</b>	
NIELSON COMMUNICATIONS INC	54097	6/2/2016	FV16-31461	731-1022-541.38-03	719.36	Mobile GPS/Mirror Adapter
			<b>Total for check: 54097</b>		<b>719.36</b>	
PACKER CITY INTL TRUCKS INC	54098	6/2/2016	X103028509:02	731-1022-541.38-03	78.63	Filters
		6/2/2016	X103028539:01	731-1022-541.38-03	43.56	Bracket
		6/2/2016	X103029055:01	731-1022-541.38-03	79.67	Filters/Marker

**AP Check Register**  
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PACKER CITY INTL TRUCKS INC...	54098...	6/2/2016	X103029055:02	731-1022-541.38-03	14.64	Light
			<b>Total for check: 54098</b>		<b>216.50</b>	
PIGGLY WIGGLY MIDWEST LLC	54099	6/2/2016	PWM-172171	100-0915-531.30-18	25.43	Food Items
				100-0905-531.30-18	15.76	Food Items
			<b>Total for check: 54099</b>		<b>41.19</b>	
POMP'S TIRE SERVICE INC	54100	6/2/2016	320042041	731-1022-541.38-02	2,406.00	Tire Repair
			<b>Total for check: 54100</b>		<b>2,406.00</b>	
PRO-X SYSTEMS LAWNCARE	54101	6/2/2016	129256	100-0703-553.20-06	550.00	Weed Control
			<b>Total for check: 54101</b>		<b>550.00</b>	
PATRICIA RUDOLPH	54102	6/2/2016	RUDOLPH	100-0402-513.10-07	75.00	Board of Review 5/26/16
			<b>Total for check: 54102</b>		<b>75.00</b>	
SECURITY FENCE & SUPPLY CO INC	54103	6/2/2016	27407-2016-IN	266-1027-543.30-18	13.00	Ties
			<b>Total for check: 54103</b>		<b>13.00</b>	
SERVICE MOTOR COMPANY	54104	6/2/2016	IV67766	731-1022-541.30-18	19.04	Key Set
			<b>Total for check: 54104</b>		<b>19.04</b>	
SOMMERVILLE FLAG	54105	6/2/2016	SOMMERVILLE	100-0703-553.30-18	125.00	8 X 12 US Flag
			<b>Total for check: 54105</b>		<b>125.00</b>	
THOMAS STOFFEL	54106	6/2/2016	STOFFEL	100-0402-513.10-07	25.00	Board of Review 5/26/16
			<b>Total for check: 54106</b>		<b>25.00</b>	

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UNIFIRST CORPORATION	54107	6/2/2016	097 0211745	731-1022-541.20-01	263.63	Coveralls/Shirts
			<b>Total for check: 54107</b>		<b>263.63</b>	
UNITED PAPER CORPORATION	54108	6/2/2016	103331	100-0000-132.00-00	2,097.74	Tissue/Towel
			<b>Total for check: 54108</b>		<b>2,097.74</b>	
UW-FOX VALLEY	54109	6/2/2016	15-22216	100-0405-513.21-08	1,155.00	Videotape Meetings 1st Quarter
			<b>Total for check: 54109</b>		<b>1,155.00</b>	
WE ENERGIES	54110	6/2/2016	WE ENERGIES	100-0703-553.22-04	9.57	2170 Plank Road
				100-0000-123.00-00	364.73	Fire Dept
				100-1001-514.22-04	279.79	City Hall
				100-0801-521.22-04	503.67	Police
				100-0920-531.22-04	57.31	Senior Center
				100-0601-551.22-04	1,326.36	Library
				100-0703-553.22-04	191.02	Parks
				100-0704-552.22-04	157.19	Pool
				207-0707-552.22-04	36.00	Marina
				731-1022-541.22-04	1,377.01	Garage
			<b>Total for check: 54110</b>		<b>4,302.65</b>	
WEYERS EQUIPMENT INC	54111	6/2/2016	01-81614	731-1022-541.38-03	298.80	Knife/Ring
		6/2/2016	01-81626	100-0703-553.30-18	256.23	Paver Edging/Sand/ Spikes
			<b>Total for check: 54111</b>		<b>555.03</b>	
WINNEBAGO COUNTY TREASURER	54112	6/2/2016	9281	100-0801-521.30-18	29.00	Credentialing Cards
		6/2/2016	9309	100-0805-521.25-01	360.22	Stay
		6/2/2016	RF101046	266-1029-543.25-01	1,885.00	Appliances
			<b>Total for check: 54112</b>		<b>2,274.22</b>	

**AP Check Register**  
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RAY ZIELINSKI	54113	6/2/2016	ZIELINSKI	100-0402-513.10-07	50.00	Board of Review 5/26/16
			<b>Total for check: 54113</b>		<b>50.00</b>	
ZILLGES MATERIALS INC	54114	6/2/2016	0201933-IN	100-1004-541.30-18	152.00	Shredded Hardwood
				100-1003-541.30-18	228.00	Shredded Hardwood
			<b>Total for check: 54114</b>		<b>380.00</b>	
					<b>667,735.78</b>	



To: Menasha Common Council  
From: Jenny Groeschel and Ginger Tralongo, Police Records  
RE: Beverage Operator License (Bartender) Applicants  
Date: May 12, 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:

Susan Wolff  
Miranda Schuh  
Ryan Close  
Lisa Schilleman  
Jessica Roh  
Kaela Kucera  
Emily Welter  
Aslam Miya  
Paul Klinkhammer  
Waqas Ilyas  
Keith Ecker  
Sarah Riker  
Ryan Mortimer

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

Paul Riker

CC: Chief Styka

CITY OF MENASHA  
ALCOHOL OPERATORS LICENSE APPLICATION

*Gold margaritnik*

Establishment of Employment Hammerheads of Menasha  
TEMPORARY  PROVISIONAL  REGULAR  RENEWAL

Name Riker MARK Fawl  
Last First Middle

Address 504 E Forest Ave Neenah WI 54956  
Street City State/Zip Code

Phone 920 841-0861

Height 6'3 Weight 195 Eyes Hzi Hair Brown Sex M Race W

Birth Date 11-9-67 Age 48 Birthplace Newark NJ

Scars, Marks, Tattoos Scar on lower back  
Drivers License No. R260 5556 7409 05 State of Issue WI  
Expiration Date 11-9-2016

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

Please explain all yes answers completely on the back of this form!

Do you currently have any criminal charges pending against you? no

Have you ever been convicted of a felony? yes-1

Have you ever been convicted of a misdemeanor? yes-1

Have you ever been convicted of operating a motor vehicle while under the influence of an intoxicant or drug? no

Have you ever been convicted of any law, statute, or ordinance pertaining to the use or sale of alcohol (including drinking alcohol underage)? no

Have you ever been convicted of any law, statute, or ordinance pertaining to the possession, use, or sale of illegal drugs? yes

Have you ever been convicted of a criminal traffic offense? no

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

SIGNATURE *Mark Riker* Date 5-17-16

Approved  Denied  Expiration Date \_\_\_\_\_

Chief of Police *A. Brule* Date 5-17-16

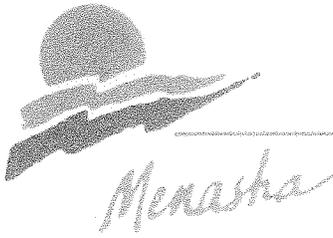
Comments: \_\_\_\_\_

REVOKED FOR VIOLATION: Convicted Felon (Guideline #1)

Please answer all yes questions from the front of this form completely! Include correct charges, date of offense, and sentence. Failure to include all information or inaccurate information may result in the denial of your application!

2-23-1998 Possession of marijuana - misd  
4-26-1994 Delivery of marijuana - Felony

The above charges are from almost twenty years ago from when I was younger and stupid. I have not had any involvement with marijuana or drugs since and never involving bars or bartending. I make my living as a bar manager and take my alcohol operators license very seriously. I have held bartending licenses in other cities and have never had any citations. Please grant me a license as I support my family with this job.  
Thank you



May 20, 2016

Mark Paul Riker  
504 E. Forest Avenue  
Neenah, WI 54956

Re: City of Menasha Alcohol Operators License Application

Dear Mr. Riker,

In conducting a background investigation on your Alcohol Operator's License application, I determined you have a felony conviction dated 04/25/1994 for Manufacture or Deliver of a Controlled Substance in violation of Wisconsin State Statute 161.41(1) in Winnebago County. Under City of Menasha Policy Guidelines for Alcohol Operator Licenses, you do not qualify for a license because you are a convicted felon.

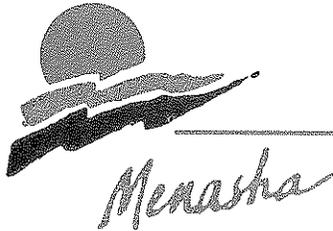
Engaging in bartending involves the purchase and sale of a closely regulated substance/alcohol, individuals granted an operator's license must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunken driving laws and assist with minimizing disturbances of the peace and maintaining the safety of the community. The incident you have been convicted of substantially relates to the license for which you have applied.

The Police Department is recommending to the Common Council that they deny your application for an Alcohol Operator's License within the City of Menasha. The recommendation will be given to the Common Council at their next meeting on June 6, 2016 at 6:00 p.m., or shortly thereafter. Should you wish to provide comment to the Common Council on your application, you may do so during the public participation portion of the meeting.

Sincerely,

Lt. Larry Bonneville  
Investigative Services  
Menasha Police Department

**COPY**



MEMORANDUM

Date: June 2, 2016  
To: Common Council  
From: Debbie Galeazzi, Clerk  
Subject: Liquor License Applications, July 1, 2016-June 30, 2017

The following is a partial list of renewal applications to deal in intoxicating liquor and/or fermented malt beverages for the July 1, 2016-June 30, 2017 licensing period that have been filed in the Clerk's office. The remaining applications will be submitted for consideration on June 20, 2016.

**CLASS "A" MALT & CIDER**

Shopko Stores Operating Co., LLC, 700 Pilgrim Way, Green Bay, WI d/b/a/ Shopko #33,  
1578 Appleton Road, Menasha; Martha Bednarowski/Agent

Van Zeeland Oil Co Inc., P.O. Box 7777 Appleton, WI d/b/a Midway Marathon, 1492 Appleton Road,  
Menasha; Todd Van Zeeland/Agent

**"CLASS A" LIQUOR AND MALT**

Dolgencorp LLC, 100 Mission Ridge Goodlettsville TN d/b/a Dollar General Store #13175,  
1135 Appleton Road, Menasha; Deb Ann Jopek/Agent

Doris A. Szymanski, 701 Keyes Street, Menasha WI d/b/a Club Liquor, 234 Main Street, Menasha

Fishtail LLC, 415 Memorial Drive, Appleton WI d/b/a Menasha Marathon, 209 Racine Street,  
Menasha; Buddi Sagar Subedi/Agent

FKG Oil Company, 721 W. Main Street, Belleville, IL d/b/a Menasha MotoMart, 700 3rd Street,  
Menasha; Teresa Kosiec/Agent

Foodmen 2, Inc., 1220 S. Webster Avenue, Green Bay, WI d/b/a The Third Street Market, 403 Third  
Street, Menasha; Michael F. Novak/Agent.

Kwik Trip, Inc., P.O. Box 2107 La Crosse, WI d/b/a Kwik Trip #297, 1499 Appleton Road, Menasha;  
Tera Michelle Girdauskas/Agent

Kwik Trip, Inc., P.O. Box 2107 La Crosse, WI d/b/a Kwik Trip #743, 1870 USH 10/114, Menasha;  
Lori Ann Duj/Agent

Menashafest Inc., 237 2<sup>nd</sup> Avenue, S, Onalaska WI d/b/a Festival Foods, 1355 Oneida Street, Menasha;  
Jason Stingl/Agent

Piggly Wiggly Midwest Inc., 2215 Union Avenue, Sheboygan, WI d/b/a Piggly Wiggly Supermarket  
#24, 1151 Midway Road, Menasha; Glen L. Femal/Agent

Quik Mart Menasha Inc., 1515 Appleton Road, Menasha, WI d/b/a Quik Mart, 1515 Appleton Road,  
Menasha; Satnam Gill/Agent

Stop N Go LLC, 1200 Plank Road Menasha, WI d/b/a Stop N Go, 1200 Plank Road, Menasha;  
Kamaljiil Gill/Agent

Valley Petroleum Inc., 1569 Belle Plane Circle, Green Bay, WI d/b/a Southsider C-Store,  
1490 S. Oneida Street, Appleton; Steve Rosek/Agent

Walgreen Co., P.O. Box 901 Deerfield, IL d/b/a Walgreens #03851, 305 Racine Street, Menasha;  
Melissa M. Drawenek/Agent

Wisconsin CVS Pharmacy LLC, 1 CVS Drive M/C 1160, Woonsocket, RI d/b/a CVS Pharmacy  
#5186, 1485 S. Oneida Street, Appleton; Amy Lynn Sanger/Agent

**CLASS "B" MALT**

13 Main Enterprises LLC RCK, 13 Main Street, Menasha, WI d/b/a 13 Main, 13 Main Street,  
Menasha; Dean Hinske/Agent

St. Patrick's Parish, 324 Nicolet Boulevard, Menasha, WI; Denise Meyers/Agent

**"CLASS B" LIQUOR AND MALT**

5 O'Clock Somewhere RD LLC, 600 Broad Street, Menasha, WI d/b/a 5 O'Clock Somewhere,  
600 Broad Street, Menasha; Rebecca Durant/Agent

Andrew John Brodzinski, 1027 Brighton Drive, Menasha, WI d/b/a Fish Fry, 528 Milwaukee Street,  
Menasha

Brian K. Ritchie, 514 N. Mead Street, Appleton, WI and Thomas P. Theisen, 143 Bessie O'Halloran,  
Menasha, WI Partnership d/b/a Tonic, 1010 Manitowoc Road, Menasha

David A. Seidl, 8879 Pioneer Road, Larsen, WI d/b/a City Limits, 544 Fourth Street, Menasha

Franky's of Menasha LLC, 200 Main Street, Menasha, WI d/b/a The Blind Pig/The Attic, 200 Main  
Street, Menasha; Peggy Prokash/Agent

Hot Brass LLC, 800 Plank Road, Menasha, WI d/b/a The Locker Room, 800 Plank Road, Menasha;  
Frederick A. Schroeder/Agent

M & M Roadtrip Ventures Inc., 546 Broad Street, Menasha, WI d/b/a The Old Grog, 546 Broad  
Street, Menasha; Mary A. John/Agent

Mr. Steak of Menasha Inc., 3341 S. Oneida Street, Appleton, WI d/b/a B.J. Clancy's, 3341 S. Oneida  
Street, Appleton; Robert A. John/Agent

Neenah-Menasha K of C Building Association, 746, Third Street, Menasha, WI d/b/a Knights of  
Columbus, 746 Third Street, Menasha; Dale Berken/Agent

Patricia J. Rice, 10 Tayco Street, Menasha, WI d/b/a Pat's Legend Inn, 10 Tayco Street, Menasha

Peter J. Kemps, 104 River Street, Kaukauna, WI d/b/a Jitters Lounge, 23 Main Street, Menasha

Ramsey & Ramsey Inc., 2 Tayco Street, Menasha, WI d/b/a R & R Bar, 2 Tayco Street Menasha;  
Mary A. Saunders/Agent

S & S Jaber LLC, 332 Ahnaip Street, Menasha, WI d/b/a Luigi's Pizza & Pasta, 332 Ahnaip Street,  
Menasha; Gianna Jaber/Agent

Solea Mexican Grill LLC, 705 Appleton Road, Menasha, WI d/b/a Solea Mexican Grill, 705 Appleton  
Road, Menasha; Eduardo Sanchez/Agent

Steven Craig Szymanski, 361 Elm Street, Menasha, WI d/b/a Club Tavern, 56 Racine Street,  
Menasha

The Lake House Supper Club LLC, 124 Main Street, Menasha, WI d/b/a The Lake House Supper Club,  
124 Main Street, Menasha; Stuart Taylor/Agent

Stone Toad Inc., 1109 S. Oneida Street, Menasha, WI d/b/a Stone Toad Bar-Grill, 1109 S. Oneida Street,  
Menasha; Jennifer Kuehr/Agent

Thomas John Siegel, 1221 Beechwood Lane, Menasha, WI d/b/a Tony's Bar, 212 Manitowoc  
Street, Menasha

Trailside Tavern Inc., 977 Plank Road, Menasha, WI d/b/a Trailside Tavern, 977 Plank Road, Menasha;  
Jean M. Redlin/Agent

Wiseguys Pizzeria LLC, 1440 S. Oneida Street, Suite J, Appleton, WI d/b/a Wiseguys Pizzeria & Pub,  
1440 S. Oneida Street, Appleton; Brenda J. Jorgensen/Agent

**RESERVE "CLASS B" LIQUOR AND MALT**

Alchemy-Fox Cities LLC, 890 Lake Park Road, Menasha, WI d/b/a The Source Public House,  
890 Lake Park Road; Dennis J. Long/Agent

Chicken Palace of Menasha Inc., 1550 Appleton Road, Menasha, WI d/b/a Chicken Palace of Menasha,  
1550 Appleton Road, Menasha; Carlos Ayala/Agent

Neenah-Menasha Elks Lodge #676, 328 Nicolet Boulevard, Menasha, WI d/b/a Neenah-Menasha Elks  
Club #676 of B.P.O.E., 328 Nicolet Boulevard, Menasha; Ernie G. Bellin/Agent

**CLASS "C" WINE**

13 Main Enterprises LLC RCK, 13 Main Street, Menasha, WI d/b/a 13 Main, 13 Main Street,  
Menasha; Dean Hinske/Agent

The Police Dept. has done a background check on all of the above mentioned applicants and has no  
reason to withhold any license based on their findings.

All necessary inspections by the Fire Dept., Health Dept., and Building Inspectors have been completed  
and all the above listed properties are compliant.

Finance Dept. and Menasha Utilities report that all financial claims of the city have been satisfied for the  
above mentioned applicants.

Staff recommends these applications be approved for the 2016-2017 licensing year.



MEMORANDUM

Date: June 2, 2016  
To: Common Council  
From: Debbie Galeazzi, Clerk  
Subject: Outdoor Alcoholic Beverage Permit, July 1, 2016-June 30, 2017

In accordance with Section 7-2-17 of City of Menasha Municipal Code, the following have submitted an application for extension of "Class B" license for the July 1, 2016-June 30, 2017 licensing period requesting outdoor serving of alcoholic beverage on a deck/patio.

- 1) Stone Toad Inc, 1109 S. Oneida Road., Jennifer Kuehr/Agent,  
d/b/a Stone Toad Bar & Grill
- 2) Wiseguys Pizzeria LLC, 1440 S. Oneida Street., Brenda Jorgensen/Agent,  
d/b/a Wiseguys Pizzeria & Pub
- 3) Trailside Tavern Inc, 977 Plank Road, Jean Redlin/Agent, d/b/a Trailside Tavern
- 4) Peter Kemps, 23 Main Street, d/b/a Jitters Lounge, 23 Main Street
- 5) Hot Brass LLC, 800 Plank Road, Frederick Schroeder/Agent,  
d/b/a The Locker Room
- 6) Alcheym-Fox Cities LLC, 890 Lake Park Road, Daniel Long/Agent,  
d/b/a The Source Public House

Staff recommends these applications be approved for the 2016-2017 licensing year.



MEMORANDUM

DATE: June 2, 2016  
TO: Common Council  
FROM: Debbie Galeazzi, Clerk  
SUBJECT: Patrick Lee DuFrane, d/b/a Weathervane Restaurant  
184-190 Main Street, Menasha

An application for a “Class B” Intoxicating Liquor and Fermented Malt Beverage for the 2016-2017 liquor licensing year has been submitted by Patrick Lee DuFrane for the premises at 184-190 Main Street, Menasha.

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

Staff recommends approving the “Class B” Intoxicating Liquor and Fermented Malt Beverage license.

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning JULY 1 20 16 ;  
 ending JUNE 30 20 17

TO THE GOVERNING BODY of the:  Town of }  
 Village of } MENASHA  
 City of }

County of WINNEBAGO Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

Applicant's WI Seller's Permit No. / FEIN Number: <u>456-1021738790-08</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$ _____
<input checked="" type="checkbox"/> Class B beer	\$ 100
<input type="checkbox"/> Class C wine	\$ _____
<input type="checkbox"/> Class A liquor	\$ _____
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ 375
<input type="checkbox"/> Reserve Class B liquor	\$ _____
<input type="checkbox"/> Class B (wine only) winery	\$ _____
Publication fee	\$ 50
<b>TOTAL FEE</b>	<b>\$ 525</b>

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): PATRICK LEE DUFRANE

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>PATRICK LEE DUFRANE</u>	<u>610 TAYCO STREET</u>	<u>MENASHA 54952</u>
Vice President/Member	_____	_____	_____
Secretary/Member	_____	_____	_____
Treasurer/Member	_____	_____	_____
Agent	_____	_____	_____
Directors/Managers	_____	_____	_____

3. Trade Name WEATHERVANE RESTAURANT Business Phone Number 920-725-2824

4. Address of Premises 184, 186, 190 Main St. Post Office & Zip Code 54952

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No

6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No

7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No

8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 5/21/2011 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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

10. Legal description (omit if street address is given above): \_\_\_\_\_

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

(b) If yes, under what name was license issued? Patrick Lee Duffran

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

**SUBSCRIBED AND SWORN TO BEFORE ME**

this 11 day of May, 20 16

[Signature]  
 (Clerk/Notary Public)

My commission expires \_\_\_\_\_

[Signature]  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

\_\_\_\_\_  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

\_\_\_\_\_  
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk: <u>5/11/16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Patrick DuFrane		Patrick		Lee	
Home Address (street/route)		Post Office	City	State	Zip Code
610 Taylor St.		54952	Menasha	W.	54952
Home Phone Number		Age	Date of Birth	Place of Birth	
920-716-0853					

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

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Patrick DuFrane of Weather Lane Restaurant LLC  
(Officer/Director/Member/Manager/Agent) of (Name of Corporation, Limited Liability Company or Nonprofit Organization)  
which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 57 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
If yes, describe status of charges pending.
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
If yes, identify: Patrick DuFrane 186 Main St Menasha WI 54952 Beer class Liquor  
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
If yes, identify.  
(Name of Wholesale Licensee or Permittee) (Address By City and County)
6. Named individual must list in chronological order last two employers.

Employer's Name <u>Perkins Restaurant</u>	Employer's Address <u>1111 Watford Dr Menasha WI 54952</u>	Employed From <u>Dec 2008</u>	To <u>Jan 2011</u>
Employer's Name <u>Madison Hotel Restaurant</u>	Employer's Address <u>220N Fox River Dr Appleton WI 54912</u>	Employed From <u>2002</u>	To <u>2008</u>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instances are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me  
this 17 day of May, 2011  
[Signature]  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires \_\_\_\_\_





## MEMORANDUM

To: Common Council

From: PRD Tungate BT

Date: June 2, 2016

RE: Offer to Purchase – 100 Fox Street

**BACKGROUND:** On February 1, 2016, the Common Council approved a motion relating to the location of the Loop the Lake trail route through Doty Island. Part of the motion stated that the “trail approach to the new bridge should be placed on the east side of the Mathewson Street right of way”.

Since that time, staff and the project engineer investigated three bridge approach options. The biggest challenge has been to either build over or around a concrete outfall structure which is located on the shoreline at the end of the right of way. The option of building over the outfall structure was not practical for future maintenance concerns. The other two options would have required some form of land acquisition. In the end, it was felt that acquiring the vacant lot at 100 Fox Street provided the best design solution. First, it allows for the most cost effective bridge design. It minimizes the number of bridge pilings and maintains the best alignment for the north landing near the Trestle Trail. Second, by acquiring the lot, we can create a safer landing for pedestrians by creating more separation between the existing right of way and the trail. Third, we are able to add a small off-street parking area, including a convenient handicapped accessible stall. Lastly, we’ll be able to create a beautiful, riverfront green space for the public to enjoy. Development of the site is expected to be part of the overall project budget. Future Neenah may pursue some sponsorship opportunities for this site.

**FISCAL IMPACT:** We have an accepted offer to purchase for \$25,000 to acquire the lot. Funds are available in the Park Development Fund (209) to make this purchase.

**RECOMMENDATION:** Staff, the project engineer, along with the Park Board and Plan Commission all support the acquisition of 100 Fox Street to be used for the Loop the Lake Trail project. Staff recommends the Council accept Resolution R-17-16.

**RESOLUTION R-17-16**

*A RESOLUTION APPROVING A 2016 BUDGET ADJUSTMENT FOR THE PURPOSE OF ACQUIRING A VACANT LOT AT 100 FOX STREET FOR THE LOOP THE LAKE TRAIL PROJECT.*

*Introduced by Ald. Nichols*

WHEREAS, the City of Menasha supports the Loop the Lake Trail project; and

WHEREAS, the acquisition of the vacant lot at 100 Fox Street will allow for the most efficient and cost effective design of the pedestrian bridge landing at this location; and

WHEREAS, both the Plan Commission and Parks and Recreation Board approved the acquisition of this lot and design plan for its use as proposed by trail project engineers; and

WHEREAS, funds for the purchase are available from the Park Development Fund.

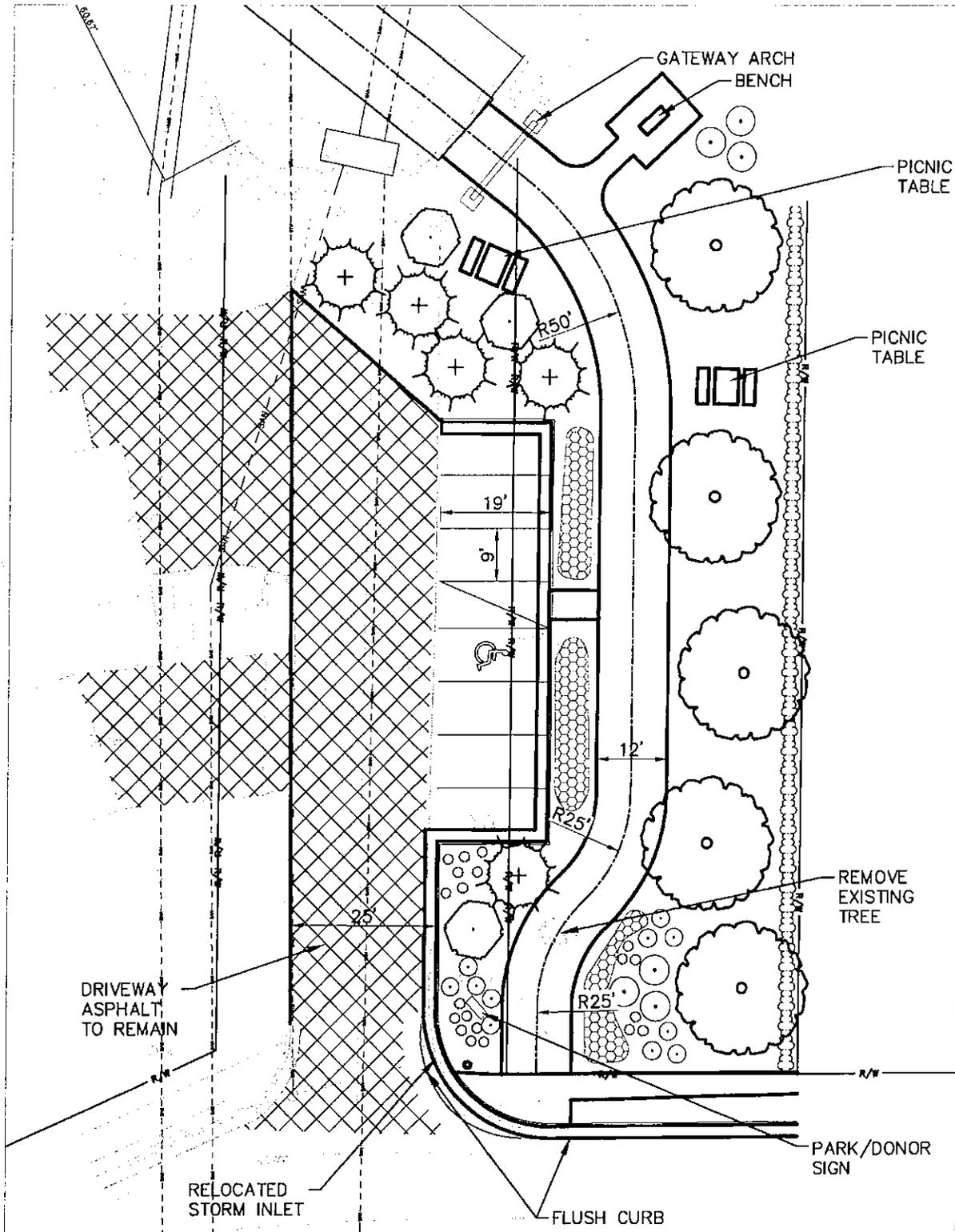
NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council that staff is hereby authorized and directed to spend \$25,000 from the Park Development Fund (Fund 209) to purchase the vacant lot at 100 Fox Street

Passed and approved this \_\_\_\_\_ day of June, 2016.

\_\_\_\_\_  
Donald J. Merkes, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk



**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON \_\_\_\_\_ [DATE] IS (AGENT OF BUYER)  
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, City of Menasha  
4 \_\_\_\_\_, offers to purchase the Property

5 known as [Street Address] 100 Fox Street  
6 in the City of Menasha, County of Winnebago, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 529), on the following terms:

8 ■ PURCHASE PRICE: Twenty Five Thousand and 400  
9 \_\_\_\_\_ Dollars (\$ 25,000).

10 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_  
11 will be mailed, or commercially or personally delivered within \_\_\_\_\_ days of acceptance to listing broker or  
12 \_\_\_\_\_.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_

18 ■ NOT INCLUDED IN PURCHASE PRICE: \_\_\_\_\_  
19 \_\_\_\_\_

20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented  
21 and will continue to be owned by the lessor.

22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are  
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

24 ■ ZONING: Seller represents that the Property is zoned: R-1 Single Family District

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

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines  
28 running from acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before \_\_\_\_\_. Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.

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

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): \_\_\_\_\_

41 Buyer's recipient for delivery (optional): Pamela Captain - City of Menasha Attorney

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

43 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )

44  (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.

47  (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: \_\_\_\_\_

50 Delivery address for Buyer: \_\_\_\_\_

51  (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): \_\_\_\_\_

56 E-Mail address for Buyer (optional): pcaptain@ci.menasha.wi.us

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

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be  
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left  
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those  
65 identified in the Seller's disclosure report dated \_\_\_\_\_, which was received by Buyer prior to  
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
67 and No Condition Report Available

68 \_\_\_\_\_  
69 \_\_\_\_\_ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than \_\_\_\_\_  
71 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association  
74 assessments, fuel and \_\_\_\_\_

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

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

78  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE  
80 APPLIES IF NO BOX IS CHECKED)

81  Current assessment times current mill rate (current means as of the date of closing)

82  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84

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

89  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5  
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
96 (written) (oral) **STRIKE ONE** lease(s), if any, are None

97 \_\_\_\_\_ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **N/A** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days of acceptance of this Offer, a list of all  
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,  
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland  
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve  
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any  
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be  
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or  
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program  
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111 **N/A** **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).  
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that  
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as  
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the  
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources  
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.  
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to  
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause  
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the  
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a  
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to  
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection  
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department  
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective  
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of  
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more  
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more  
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land  
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum  
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface  
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must  
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.  
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change  
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects  
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,  
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later  
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
 159 be held in trust for the sole purpose of restoring the Property.

#### 160 **DEFINITIONS**

161 **■ ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 **■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are  
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special  
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland  
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines  
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)  
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,  
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,  
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the  
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-  
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned  
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

**IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

189  
190  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
191 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
192 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
193 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years.  
194 Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
197 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount,  
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the  
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.  
202  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
203 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
204 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or  
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**  
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**  
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**  
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**  
215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**  
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this  
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing  
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to  
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**  
244 **deadlines provide adequate time for performance.**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not  
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface  
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic  
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government  
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing  
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other  
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)  
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,  
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of  
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to  
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the  
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial  
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of  
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that  
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county  
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be  
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited  
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and  
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

297 **PROPERTY DEVELOPMENT WARNING**

298 If Buyer contemplates developing Property for a use other than the current use,  
299 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and  
300 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or  
301 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,  
302 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,  
303 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of  
304 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these  
305 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should  
review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_  
307 \_\_\_\_\_  
308 \_\_\_\_\_

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314  **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  
315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned \_\_\_\_\_  
316 \_\_\_\_\_ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317  **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither  
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which  
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such  
320 development.

321  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent  
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from  
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the  
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of  
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308  **CHECK**  
327 **ALL THAT APPLY:**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding tank;  
328  other: \_\_\_\_\_

329  **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~  
330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions  
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333  **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if  
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
336 proposed use: \_\_\_\_\_

337 \_\_\_\_\_  
338  **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither  
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at  
340 the lot line, across the street, etc.)  **CHECK AND COMPLETE AS APPLICABLE:**  electricity \_\_\_\_\_;  
341  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  water \_\_\_\_\_;  
342  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  other \_\_\_\_\_

343  **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~  
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public  
345 roads.

346  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if  
347 neither is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;   
348 occupancy permit;  other \_\_\_\_\_  **CHECK ALL THAT APPLY**, and delivering  
349 written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ days of acceptance for the Property for its proposed  
350 use described at lines 306-308.

351  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller  
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
353 registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)  
354 expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, the legal description of the  
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
356 if any, and: \_\_\_\_\_

357  **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:  
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,  
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage  
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of  
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**  
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or  
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**  
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**  
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.  
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)  
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing  
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as  
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
401 researching comparable sales, market conditions and listings, upon inquiry.

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

405 **N/A** **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All  
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this  
413 Offer except: None  
414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of  
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the  
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**  
418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and  
423 in this Offer, general taxes levied in the year of closing and None  
424 \_\_\_\_\_  
425 \_\_\_\_\_  
426 \_\_\_\_\_

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the  
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all  
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**  
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the  
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank),  
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per  
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements  
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
443 objections to title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
444 such event, Seller shall have a reasonable time, but not exceeding \_\_\_\_\_ days ("5" if left blank) from Buyer's delivery of the  
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for  
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the  
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this  
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**  
459 \_\_\_\_\_  
460 \_\_\_\_\_  
461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 \_\_\_\_\_  
464 \_\_\_\_\_

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

468 If **Buyer defaults**, Seller may:

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

472 If **Seller defaults**, Buyer may:

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

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the  
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution  
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of  
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**  
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**  
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**  
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**  
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

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

503  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of \_\_\_\_\_

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If  
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and  
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure  
524 or (b) Seller does not timely deliver the written notice of election to cure.

525  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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530 \_\_\_\_\_  
531 \_\_\_\_\_  
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533 \_\_\_\_\_  
534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] \_\_\_\_\_  
536 \_\_\_\_\_ on \_\_\_\_\_

537 (x) \_\_\_\_\_  
538 Buyer's Signature ▲ Print Name Here ► Date ▲

539 (x) \_\_\_\_\_  
540 Buyer's Signature ▲ Print Name Here ► Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (by) \_\_\_\_\_

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

546 (x) \_\_\_\_\_  
547 Seller's Signature ▲ Print Name Here ► Date ▲

548 (x) \_\_\_\_\_  
549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

RESOLUTION R-18-16

A RESOLUTION ENCOURAGING GRAPHIC PACKAGING INTERNATIONAL TO PURSUE SALE OF OPERATING PLANT

Introduced by Ald. James Taylor

Whereas, The Washington Street facility has been a fixture in the City of Menasha for 80 years, and Whereas, during that entire time it has provided family supporting jobs that contributed to the well-being and prosperity of the surrounding community, and

Whereas, the Washington Street facility is, to this day, a profitable enterprise, and Whereas, the two Unions that represent the workers at the Washington Street facility have agreed to concessions, in recent years, to help keep the plant profitable, covering such things as retirement plans, new hire pay structures, staffing levels and vacation allotment, and

Whereas, Graphic Packaging International would not be in the stable financial situation it is today if not for the contributions and products produced by the employees of the Washington Street Facility, and Whereas, GPI now wants to completely shutter the facility, because it does not fit into its current portfolio, and abandon its employees and the City of Menasha, and

Whereas, the City of Menasha has been a working partner with all the Owners of this facility, throughout the years, providing Police and Fire Protection, reasonable Utility fees and other vital infrastructure needs, and

Whereas, just because GPI no longer wants to operate this facility, does not mean that some other Owner could not continue to be profitable operating the facility, and

Whereas, leaving another empty shell of a building will only, more than likely, place an undue burden on the taxpayers of the City of Menasha in the future, now

Therefore, be it resolved that the City of Menasha calls on the Owners of the Washington Street Facility, Graphic Packaging International, to do everything in their power, to explore all avenues and options, to offer the existing Plant for Sale, as is, in an effort to show their corporate responsibility to its employees and the community at large.

Passed and approved this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Donald Merkes, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, Clerk

RESOLUTION R-19-16

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DE PERE AND THE CITY OF MENASHA REGARDING MUTUAL ASSISTANCE FOR ENVIRONMENTAL SERVICES

Introduced by Alderman Taylor

WHEREAS, the City of Menasha and City of De Pere both operate Local Health Departments within their respective jurisdictions under Chapter 251 Wisconsin Statutes, including the services of a registered sanitarian for licensing and inspecting State Department of Health Services (DHS) and Department of Agriculture, Trade & Consumer Protection (DATCP) establishments under Wis. Stats. §§97.41 and 254.69, and enforcing DATCP weights and measures regulations under Chapter 98, Wisconsin Statutes; and

WHEREAS, the City of Menasha and City of De Pere wish to provide assistance to the other in cases of sanitarian absence or vacation, and believe it is in the interests of their respective populations to do so under the terms and conditions provided in this Agreement; and

WHEREAS, both Cities believe it is in their individual and mutual best interests to enter into this Agreement to foster intergovernmental cooperation between the two agencies.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council that the City of Menasha approves the Intergovernmental Agreement between the City of De Pere and the City of Menasha Regarding Mutual Assistance for Environmental Services.

Passed and approved this 6<sup>nd</sup> day of June 2016.

\_\_\_\_\_  
Donald Merkes, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, Clerk



MEMORANDUM

TO: City of Menasha Common Council

From: Nancy McKenney, MS, RDH, Public Health Director

Date: June 1, 2016

RE: Resolution Approving an Intergovernmental Agreement between the City of De Pere and the City of Menasha Regarding Mutual Assistance for Environmental Services

The purpose of this memo is request approval for an Intergovernmental Agreement between the City of De Pere and the City of Menasha regarding Mutual Assistance for Environmental Services.

**Background:** The City of Menasha and City of De Pere both operate Local Health Departments within their respective jurisdictions under Chapter 251 Wisconsin Statutes. This includes the services of a registered sanitarian for licensing and inspecting State Department of Health Services (DHS) and Department of Agriculture, Trade & Consumer Protection (DATCP) establishments under Wis. Stats. §§97.41 and 254.69, and enforcing DATCP weights and measures regulations under Chapter 98, Wisconsin Statutes.

The City of Menasha and City of De Pere Public Health Departments would like to provide assistance to one another other in cases of sanitarian absence or vacation. Under this agreement, the responding agency shall bill the requesting agency for sanitarian time (wage and benefits), and mileage at the responding agency's rate. This mutual aid will be for up to eight hours per week, not to exceed ninety-six hours or twelve weeks in a calendar year.

**Staff Recommendation:** This agreement is in the best interest of our residents. As agents of the State for environmental health services, we are required to have agreements in place so that there is continuity of operations during sanitarian absences. Staff recommends approval of the Intergovernmental Agreement between the City of De Pere and the City of Menasha Regarding Mutual Assistance for Environmental Services.

**Board of Health Recommendation:** The City of Menasha Board Health approved the Intergovernmental Agreement between the City of De Pere and the City of Menasha Regarding Mutual Assistance for Environmental Services on May 18, 2016.

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF DE PERE AND THE CITY OF MENASHA  
REGARDING MUTUAL ASSISTANCE FOR  
ENVIRONMENTAL SERVICES

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of De Pere, a Wisconsin municipal corporation (“De Pere”) and the City of Menasha, a Wisconsin municipal corporation (“Menasha”) (hereinafter “the Parties”) pursuant to the authority set out in Wis. Stats. §66.0301 regarding municipal intergovernmental cooperation.

WHEREAS, the Parties both operate Local Health Departments within their respective jurisdictions under Chapter 251 Wisconsin Statutes, including the services of a registered sanitarian for licensing and inspecting State Department of Health Services (DHS) and Department of Agriculture, Trade & Consumer Protection (DATCP) establishments under Wis. Stats. §§97.41 and 254.69, and enforcing DATCP weights and measures regulations under Chapter 98, Wisconsin Statutes; and

WHEREAS, the Parties wish to provide assistance to the other in cases of sanitarian absence or vacation, and believe it is in the interests of their respective populations to do so under the terms and conditions provided in this Agreement; and

WHEREAS, both agencies believe it is in their individual and mutual best interests to enter into this Agreement to foster intergovernmental cooperation between the two agencies.

NOW THEREFORE, upon the mutual obligations and benefits set forth herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## I. DEFINITIONS

- A. Absence means any of the following:
1. Long-term absence means any long-term absence such as FMLA or other extended absences of up to 12 weeks.
  2. Short-term absence means regular vacation or scheduled off days of no more than 10 consecutive work days.
- B. Requesting Agency means the Agency seeking personnel assistance from the other Agency.
- C. Responding Agency means the Agency providing personnel assistance to the other Agency.

## II. COVERAGE

- A. Responding Agency agrees to allow its registered sanitarian (“Employee”) to assist Requesting Agency in the following:
1. Long term absences until the Requesting Agency obtains adequate contracted coverage from another source. Requesting Agency shall take reasonable steps to obtain adequate contracted coverage from another source. The Requesting Agency shall provide the Responding Agency with reasonable notice of any scheduled long-term absence.
  2. Short term absences for the duration of the absence. The Requesting Agency shall provide the Responding Agency with reasonable notice of scheduled short-term absences.
  3. The Responding Agency Employee shall be available to the Requesting Agency during any long or short term absence for immediate need services during the ordinary work day, including but not limited to the following:
    - a. Restaurant/Retail food pre-inspections;
    - b. Complaint investigations;
    - c. Food-borne illness investigations;
    - d. Technical health hazard/nuisance complaints that are outside the expertise of the remaining Requesting Agency department employees (i.e. methamphetamine laboratory or lead hazard complaints).
  4. The responding Agency Employee shall be available to cover after hour emergencies pertaining to food establishments and if needed for other critical emergencies related to environmental health.

B. Responding Agency shall be reimbursed by Requesting Agency as follows:

1. The Responding Agency shall bill the Requesting Agency for all time spent on the Requesting Agency's behalf at the Responding Agency's billable rate for the sanitarian, for up to eight (8) hours per week, not to exceed ninety-six (96) hours or twelve (12) weeks in a calendar year. The Parties may agree to additional billable hours in writing. It is understood that the billable rate includes wages and benefits for the Employee.
2. Mileage for the Responding Agency shall be billed to the Requesting Agency at the Responding Agency jurisdictions approved rate. Mileage will be billed for all responses which include travel for the Responding Agency, whether or not the parties treat the response as a "time for time" reimbursement or a billing reimbursement.

### III. LEGAL STATUS, STANDARD OF CARE AND INDEMNIFICATION

- A. Employee shall remain the employee of Responding Agency during the period of such assistance for purposes of wages, and other matters pertaining to employment status, including workers compensation.
- B. Requesting Agency shall direct and control the work and actions of Employee during the period of assistance. Employee shall use the same degree of skill, discretion, care and diligence in the performance of services for the Requesting Agency as is ordinarily performed and exercised by a member in the same profession, currently practicing and under similar circumstances in the State of Wisconsin.
- C. Requesting Agency shall assume liability for, be responsible for, indemnify and, at the Responding Agency's request, defend and save harmless, the Responding Agency, its officer, officials, employees, agents and anyone to whom it may be liable by contract or otherwise, against any claim, loss, damage, or expense arising from any actual or claimed death or injury or damage to property, whether owned by Requesting Agency, Responding Agency, or third parties, including loss of use, which actually or allegedly results from, or actually or allegedly arises in connection with, the performance of this Agreement, including any such injury or death or damage caused in part by the Responding Agency's negligence.

### IV. CONFIDENTIALITY AND RECORDS

- A. Each party understands that, in the course of this Agreement, it may become privy to confidential information regarding work performed for or information gathered while performing work for the other party. Each party shall maintain the confidentiality of all information deemed confidential by either party unless required to release the same by law or a lawful order of a court of competent jurisdiction.

- B. All records created while performing services for the Requesting Agency shall remain the property of the Requesting Agency and the Requesting Agency shall remain the custodian thereof for purposes of the Wisconsin Public Records Law (Wis. Stats. §19.21 *et seq.*)

V. TERM OF AGREEMENT

- A. This Agreement is effective as of the day written above and shall remain in effect for a period of one year.
- B. This Agreement shall be reviewed annually and automatically renew for a period of successive one year periods unless terminated by either party as provided herein.
- C. Either party may terminate this Agreement by providing the other party with a 90 day written notice of termination.

VI. MISCELLANEOUS

- A. The undersigned represent that they have the lawful authority to execute this Agreement on behalf of their governing body.
- B. This Agreement represents the entire Agreement between the Parties. No change, amendment or modifications to the terms of this Agreement shall be effective unless in writing and signed by both parties.

**CITY OF DE PERE**

**CITY OF MENASHA**

\_\_\_\_\_  
Michael J. Walsh, Mayor

\_\_\_\_\_  
Print Name:  
Title:

\_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

\_\_\_\_\_  
Print Name:  
Title: