

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

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday February 21, 2011
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, 2/7/11](#)
 - b. [Board of Public Works, 2/7/11](#)
 - c. [Landmarks Commission, 2/9/11](#)
 - d. [Police Commission, 1/20/11](#)Communications:
 - e. [City of Menasha February 15, 2011 Election Results](#)
- G. CONSENT AGENDA
(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)
Minutes to approve:
 - 1. [Common Council, 2/7/11](#)
 - 2. [Special Common Council, 2/16/11](#)Administration Committee, 2/7/11; recommends approval of:
 - 3. [Division of Public Health Contract Agreement #18303 with City of Menasha Health Department, 1/1/11 – 12/31/11, and authorize signature](#)
 - 4. [Termination of parking lot agreement with BDD&G Holdings of Appleton, d/b/a Germania Hall](#)
 - 5. [Listing Contract Extension with Drifka Group Inc. for Midway Business Park and Province Terrace](#)Board of Public Works, 2/7/11; recommends approval of:
 - 6. [Approval of City of Menasha 2011 Minimum Wage Rates](#)
- H. ITEMS REMOVED FROM CONSENT AGENDA
- I. ACTION ITEMS
 - 1. [Accounts payable and payroll for the term of 2/10/11-2/17/11 in the amount of \\$3,804,816.05](#)
 - 2. [Development Agreements between City of Menasha and The Ponds of Menasha, LLC](#)

J. ORDINANCES AND RESOLUTIONS

1. [O-2-11 An Ordinance Relating to Adoption of State Fire Prevention Codes](#)
(Recommendation of NMFR Joint Finance & Personnel) (Introduced by Ald. Wisneski & Zelinski)
2. [R-5-11 A Resolution Declaring Official Intent to Reimburse Expenditures for Clean Water Fund Loan Program](#) (Recommendation of Board of Public Works) (Introduced by Ald. Taylor)
3. [R-6-11 Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers under Section 66.0703, Wisconsin Statutes – Ribblesdale Subdivision and Woodland Hills Subdivision](#)
(Recommendation of Board of Public Works) (Introduced by Ald. Taylor)
4. [R-7-11 Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers under Section 66.0703, Wisconsin Statutes – Silver Birch Estates Subdivision](#)
(Recommendation of Board of Public Works) (Introduced by Ald. Taylor)

K. APPOINTMENTS

1. [Accept resignation of Liz Derouin from Library Board](#)
2. Mayor's appointment to the Library Board
 - a. [Mary Crawmer, 1345 Lucerne Drive, Menasha for the term Feb. 21, 2011 to July 1, 2011](#)
(fill remaining term of Liz Derouin)

L. HELD OVER BUSINESS

M. CLAIMS AGAINST THE CITY

LaFayette Life Insurance Co. v. City of Menasha et al., U.S. District Court (Northern District, IN.) Case No. 4:09-CV-64-TLS; and State ex rel. American Bank v. City of Menasha et al. Case No. 10CV77 Br. 4)

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

O. ADJOURNMENT

MEETING NOTICE

**March 7, 2011 - Council Chambers
Common Council – 6:00 p.m.
Administration Committee – 6:30 p.m.
Board of Public Works – 7:00 p.m.**

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
February 7, 2011
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 7:12 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Roush, Taylor, Wisneski, Langdon, Hendricks, Zelinski, Englebert

EXCUSED: Alderman Benner

ALSO PRESENT: CA/HRD Captain, PC Stanke, DFC DeLeeuw, DPW Radtke,
C/T Stoffel, PRD Tungate, Clerk Galeazzi and the Press

C. MINUTES TO APPROVE

1. [Administration Committee, 1/17/11](#)

Moved by Ald. Englebert, seconded by Ald. Langdon to approved minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. [Division of Public Health Contract Agreement #18303 with City of Menasha Health Department, 1/1/11 – 12/31/11, and authorize signature](#)

PHD Nett explained it is the annual agreement with the State of Wisconsin Division of Public Health. There is a slight decrease in the funds to be received for one of the programs.

Moved by Ald. Hendricks, seconded by Ald. Zelinski to recommend approval to Common Council.
Motion carried on voice vote.

2. [Termination of parking lot agreement with BDD&G Holdings of Appleton, d/b/a Germania Hall](#)

CA/HRD Captain explained staff is asking permission to withdraw from the current agreement as it is no longer necessary to have this arrangement. The agreement requires notice by March 31 in writing of intent to withdraw from the agreement.

Moved by Ald. Hendricks, seconded by Ald. Roush to recommend approval to Common Council.
Motion carried on voice vote.

3. [Listing Contract Extension with Drifka Group Inc. for Midway Business Park and Province Terrace](#)

CA/HRD Captain explained this would be a one year extension of the current listing contract with Drifka for Midway Business Park and Province Terrace.

Moved by Ald. Hendricks, seconded by Ald. Roush to recommend approval to Common Council
Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Roush, seconded by Ald. Langdon to adjourn at 7:19 p.m.

Motion carried on voice vote.

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

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
February 7, 2011
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 7:21 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Roush, Taylor, Wisneski, Langdon, Hendricks, Zelinski, Englebert

EXCUSED: Alderman Benner

ALSO PRESENT: CA/HRD Captain, PC Stanke, DFC DeLeeuw, DPW Radtke,
C/T Stoffel, Paul Riederer (Miron Construction), Clerk Galeazzi and the Press

C. MINUTES TO APPROVE

1. [January 17, 2011](#)

Moved by Ald. Wisneski, seconded by Ald. Roush to approve minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. [Change Order; MOD# 0018-02; Neenah-Menasha Fire Rescue Station 36;
Miron Job #101520; ADD: \\$515.00](#)

Paul Riederer explained the change order is for four additional data jacks for the video conference system and to run wiring for the radio antenna.

Moved by Ald. Hendricks, seconded by Ald. Roush to recommend approval to Common Council

Motion carried on voice vote.

2. [Change Order; MOD# 0019-00; Neenah-Menasha Fire Rescue Station 36;
Miron Job #101520; ADD: \\$3,892.00](#)

Paul Riederer explained the change order is for custom cabinets and counter top in the office area of the fire station. Grant funds can be used for built-in cabinets. When asked about the balance in the contingency fund, Mr. Riederer answered approximately \$16,000.

Moved by Ald. Hendricks, seconded by Ald. Wisneski to recommend approval to Common Council.

Motion carried on voice vote.

3. [Change Order; MOD# 0020-00; Neenah-Menasha Fire Rescue Station 36;
Miron Job #101520; ADD: \\$605.00](#)

Paul Riederer explained the change order is to insulate the vehicle exhaust ductwork above the ceiling

Moved by Ald. Hendricks, seconded by Ald. Roush to recommend approval to Common Council.

Motion carried on voice vote

4. [R-5-11 A Resolution Declaring Official Intent to Reimburse Expenditures for Clean Water Fund Loan Program](#)

C/T Stoffel explained the IRS requires the Council adopt a resolution when a municipal is intending to borrow from the State of Wisconsin Clean Water Fund Loan Program.

DPW Radtke explained the borrowing is for the next phase of the wastewater collection system improvement project, which is mostly on the Doty Island portion of the City.

Moved by Ald. Hendricks, seconded by Ald. Englebert to recommend approval to Common Council
Motion carried on voice vote.

5. [Preliminary Resolution R-6-11 Declaring Intent to Exercise Special Assessment Powers under Section 66.0703, Wisconsin Statutes – Ribblesdale Subdivision and Woodland Hills Subdivision](#)

DPW Radtke explained this resolution declares City intent to special assess for the installation of new concrete curb and gutter, asphalt street, concrete sidewalk, street trees and other improvements to the Ribblesdale and Woodland Hills subdivisions.

Moved by Ald. Hendricks, seconded by Ald. Wisneski to recommend approval to Common Council.
Motion carried on voice vote.

6. [Preliminary Resolution R-7-11 Declaring Intent to Exercise Special Assessment Powers under Section 66.0703, Wisconsin Statutes – Silver Birch Estates Subdivision](#)

DPW Radtke explained this resolution declares City intent to special assess for the installation of new water main, sanitary and storm sewer, and grading of streets in the Silver Birch Estates Subdivision. The developer has signed a waiver of special assessment hearing.

Moved by Ald. Hendricks, seconded by Ald. Zelinski to recommend approval to Common Council.
Motion carried on voice vote.

7. [Recommendation Report – Expiration of 90-Day Trial Period to Prohibit Parking on the North Side of Seventh Street from Appleton Road to 235' West](#)

PC Stanke is recommending restricting parking from April 1 to Nov. 1 in the area on 7th Street

Moved by Ald. Wisneski, seconded by Ald. Englebert to recommend the Common Council amend Section 10-1-26 of the City of Menasha Code of Ordinances to prohibit parking on the north side of 7th Street from the west line of Appleton Road to a point 235 feet west of the west line from April 1 through October 31 and direct the City Attorney to draft said ordinance.
Motion carried on voice vote.

8. [Approval of City of Menasha 2011 Minimum Wage Rates](#)

DPW Radtke explained this is a standard procedure and there is no change from the 2010 minimum wage rates.

Moved by Ald. Wisneski, seconded by Ald. Englebert to recommend approval to Common Council.
Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Hendricks, seconded by Ald. Wisneski to adjourn at 7:45 p.m.
Motion carried on voice vote.

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

CITY OF MENASHA
Landmarks Commission
1st Floor Conference Room, City Hall – 140 Main Street
February 9, 2011
DRAFT MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Joe Weidert at 4:37 PM.

B. ROLL CALL/EXCUSED ABSENCES

LANDMARKS MEMBERS PRESENT: Commissioners Joe Weidert, Kristi Lynch, Mary Nebel, Bernie Zimmerman and Tom Grade

LANDMARKS MEMBERS EXCUSED: Commissioner Andrew Jennings and Alderman Eric Hendricks

OTHERS PRESENT: CDD Keil

C. MINTUES TO APPROVE

1. **Minutes of the January 12, 2011 Landmarks Commission Meeting**

Moved by Comm. Lynch, seconded by Comm. Nebel to approve the minutes of the January 12, 2011 Landmarks Commission meeting.

The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA OR ANY ITEM RELATED TO THE RESPONSIBILITES OF THE LANDMARKS COMMISSION

1. No one spoke.

E. COMMUNICATIONS

1. **Preserving Wisconsin's Civic Legacy**

CDD Keil is to request six copies of the report and make them available to commissioners and others who may be interested.

F. ACTION ITEMS

1. None

G. DISCUSSION ITEMS

1. **Landmarks Commission Recognition/Awards**

Commissioners discussed the presentation of awards and commendations as part of Historic Preservation Month activities. The consensus was to present commendations to building owners and/or businesses as the following locations:

- 165-167 Main Street
- 180-182 Main Street
- 184 Main Street
- 186 Main Street
- 196 Main Street
- 200 Main Street
- 204 Main Street
- 210 Main street
- 216 Main Street
- 220 Main Street
- 226 Main Street
- 230 Main Street
- 214 Washington Street

CDD Keil is to discuss the process for presenting the awards with Mayor Merkes.

2. Landmarks Commission Guidebook Distribution

Commissioners are to distribute the guidebooks as follows:

- Tom Grade – Club Liquor, Club Tavern, Hotel Pub, Jdog Studios, Vertigo 1894
- Bernie Zimmerman – Restoration, Drive Line Service & Repair, Art Affair, Blind Pig, Jeffrey Rostas, DDS
- Mary Nebel – Wreath Factory, The Mixx, Accent Floral, Inspiring Interiors
- Joe Weidert – 212 Main Street, Menasha Grill, Wild Apple
- Kristi Lynch – Brin Building Tenants

CDD Keil is to distribute guidebooks to the Brin Building owner, Mike McClone for 184, 186 and 230 Main Street, Korona Klub, Corrente’s Martial Arts Studio and to Joe Nemecek for 180 Main Street.

3. Façade Improvement Program Grant/Loan Balance

The balance remains at approximately \$18,400. Comm. Weidert reported that the grant and loan application forms are being printed.

4. Future Landmarks Commission Activities/Projects

a. Identifying Architectural Elements Contest

Commissioners discussed publicity for the contest, the distribution of contest entry forms, contest form entry locations and the selection of contest winners. The contest is to be announced on the city’s website, and promoted through the DIDC newsletter. The Scene and the Post Crescent will be approached to do a story on the contest. The entry forms are to be dropped off at the participating businesses.

b. Other

Commissioners discussed possibilities for promoting the arts, opportunities associated with the Brin building, and the preparation of a directory of downtown businesses.

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

1. No one spoke.

I. ADJOURNMENT

Moved by Comm. Lynch, seconded by Comm. Zimmerman to adjourn at 5:46 PM.

The motion carried.

Respectfully submitted by Greg Keil, CDD.



MENASHA POLICE COMMISSION MEETING MINUTES
DRAFT

DATE: January 20, 2011

Commissioner Liebhauser called the regular bimonthly meeting to order at 5:00pm at the Menasha Safety Building, 430 First Street, Menasha, WI.

Present: Chief Stanke Jim Liebhauser, Ron Duuck, Tony Gutierrez, Terri Reuss

Absent: Marshall Spencer (excused)

1. Meeting Minutes.
 - Ron Duuck moved to accept the Nov 18 2010, minutes, Tony Gutierrez seconded the motion. The motion was unanimously supported.
2. Police Report – Chief Stanke
 - Dept member training
 - Chris Groeschel and Angie Hanchek-Advanced CIT training NAMI Fox Valley
 - Matt Lenss-Field Training Officer Certification, FVTC
 - A letter of appreciation received from Stacey Spinks for assistance provided by officer Tralongo.
 - Jail inspection report-acknowledgment of a job well done to Lt Sahr re jail holding area compliance
 - Lt Bouchard and officer Jagla have announced their intentions to retire. Jagla March-1, Bouchard April-1
3. Old Business: None
4. New Business- None
5. Next Meeting: 5:00pm March 17, 2011.
 - Adjourn, motion by Ron Duuck, seconded by Tony Gutierrez at 5:20 pm. The motion was unanimously supported.

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 Acton 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 Chief of Police at 967-3500 at least 24-hours in advance to ensure special accommodations can be made.

Respectfully submitted,
Marshall Spencer
Commissioner, Secretary

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday February 7, 2011
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Council President Hendricks at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Roush, Taylor, Wisneski, Langdon, Hendricks, Zelinski, Englebert

EXCUSED: Alderman Benner

ALSO PRESENT: CA/HRD Captain, PC Stanke, DFC DeLeeuw, DPW Radtke, C/T Stoffel, PHD Nett, PRD Tungate, Clerk Galeazzi and the Press

DEPT. HEADS EXCUSED: Mayor Merkes, CDD Keil,

D. PUBLIC HEARING

None

E. RESOLUTIONS

1. [R-2-11 Saluting the Menasha High School Bluejay Brigade Marching Band](#)

Moved by Ald. Roush, seconded by Ald. Wisneski to adopt R-22-11.

Moved by Ald. Taylor, seconded by Ald. Englebert to amend R-22-11 to include the Common Council as concurring on congratulating and saluting the Bluejay Brigade.

Motion on amendment carried on voice vote

Motion to adopt R-22-11 as amended carried on voice vote.

Council President Hendricks read the resolution and presented it to Drum Majors Rachel Losselyong, David Pietila and Ivy Williams.

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

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

Steve Krueger, 943 Clovis Street. Not in favor of allowing chickens in the City. Allowing only property owners to have chickens will be violating equal protection laws.

Stan Sevenich, 645 9th Street. Request information on expenditures for outside legal services for Steam Plant issues.

Larry Schmitz, Common Sense Solutions. Provided information on the proposed contract with Common Sense Solutions for IT support.

G. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. [Mayor Merkes – 2011 Urban Forestry Grant Recipients](#)

PRD Tungate explained grant funds will be used for removal of dead and infectious trees, and planting of new trees.

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

Minutes to receive:

a. [Administration Committee, 1/17/11](#)

b. [Board of Public Works, 1/17/11](#)

c. [Board of Health, 12/8/10](#)

d. [City Hall Safety Committee, 12/10/10](#)

e. [Committee on Aging, 12/9/10](#)

f. [Information Technology Steering Committee, 1/19/11](#)

g. [Landmarks Commission, 1/12/11](#)

h. [Library Board, 1/20/11](#)

- i. [NM Fire Rescue Fire Commission, 1/26/11](#)
 - j. [NM Fire Rescue Joint Finance & Personnel, 1/25/11](#)
 - k. [NM Sewerage Commission, 12/28/10](#)
 - l. [Plan Commission, 1/18/11](#)
 - m. [Police Department Safety Committee, 11/18/10](#)
 - n. [Public Works/Parks Dept. Safety Committee, 12/21/10](#)
 - o. [Sustainability Board, 1/18/11](#)
 - p. [Water & Light Commission, 1/26/11](#)
- Communications:
- q. [P. Konetzke to Common Council, 1/18/11; Fowl Ordinance](#)
 - r. [Menasha Utilities, Customers First! *The Wire* newsletter, February 2011](#)
 - s. [Kristi Heim to Common Council 1/31/11; Building Permit Summary](#)

Moved by Ald. Wisneski, seconded by Ald. Langdon to receive and place on file minutes and communications A-S.

Discussion: Ald. Taylor-Library Board Minutes, an aldermen representative should be on Ad-Hoc Committee for the search for a new Library Director.

Ald. Wisneski-Public Works/Parks Safety Committee Minutes list CA/HRD Captain present and absent. Ald. Roush-Sustainability Board Minutes concerns regarding the design of chicken coup for the keeping of fowl ordinance. Thanked the Aldermen that attended showing of Mad City Chickens film.

Motion carried on voice vote.

H. CONSENT AGENDA

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

Minutes to approve:

- 1. [Common Council, 1/17/11](#)

Administration Committee, 1/17/11; recommends approval of:

- 2. [Public Health Emergency Preparedness \(PHEP\) Contract Agreement Amendment #1 between Wisconsin Division of Public Health, Department of Health Services and City of Menasha Health Department for additional funds, 1/1/11 – 8/9/11, and authorize signature](#)

Information Technology Steering Committee, 1/19/11; recommends approval of:

- 3. [Contract with Common Sense Solutions](#)

N-M Fire Rescue Joint Finance & Personnel, 1/25/11; recommends:

- 4. [Giving NMFR permission to proceed with the fundraising efforts for a NMFR Dive Team contingent upon finalizing a formal agreement with Winnebago County recognizing the jurisdictional authority of Winnebago County and ongoing operational and maintenance costs.](#)

Parks and Recreation Board, 1/10/11; recommends approval of:

- 5. [Agreement for pool fee reciprocity between the Menasha Parks and Recreation Department and the YMCA of the Fox Cities for 2011](#)

Plan Commission, 1/18/11; recommends approval of:

- 6. [Lakeshore Manor Extra-territorial Plat \(Town of Menasha\)](#)

Ald. Roush requested items 3 and 5 be removed from the Consent Agenda.

Moved by Ald. Wisneski, seconded by Ald. Langdon to approve items 1, 2, 4, 6
Motion carried on roll call 7-0.

I. ITEMS REMOVED FROM CONSENT AGENDA

1. Moved by Ald. Taylor, seconded by Ald. Wisneski to approve item 3 (Common Sense Solutions Contract).
Discussion ensued on what type of services will be provided; what budgeted funds will be used to pay for services; no maximum or minimum amount stated in contract only hourly rate.
Motion carried on roll call 7-0.
2. Moved by Ald. Roush, seconded by Ald. Langdon to approve item 5 (YMCA Agreement)
Discussion: PRD Tungate explained the YMCA will be handling the marketing of the pool
In return YMCA members will be given resident rates on season and limited passes.
Motion carried on roll call 7-0.

J. ACTION ITEMS

1. [Accounts payable and payroll for the term of 1/20/11 to 2/3/11 in the amount of \\$1,472,579.33.](#)
Moved by Ald. Wisneski, seconded by Ald. Langdon to approved accounts payable and payroll except Check #28347.
Discussion/Questions/Answers on expenditures.
Motion carried on roll call 7-0.
Moved by Ald. Wisneski, seconded by Ald. Englebert to approve check #28347.
Motion carried on roll call 6-0 with Ald. Taylor abstaining.

K. ORDINANCES AND RESOLUTIONS

1. [O-2-11 An Ordinance Relating to Adoption of State Fire Prevention Codes](#) (1st appearance)
(Recommendation of NMFR Joint Finance & Personnel) (Introduced by Ald. Wisneski & Zelinski)
No Action
2. [R-4-11 - Resolution Relating to Reduction of Poll Workers](#)
(Recommendation of Administration Committee) (Introduced by Mayor Merkes)
Moved by Ald. Wisneski, seconded by Ald. Roush to adopt R-4-11.
Motion carried on roll call 7-0.

L. APPOINTMENTS

1. Mayor's appointment to the Committee on Aging
 - a. [Peg Malueg, 163 Marina Place, Menasha for the term Feb. 1, 2011 to Feb. 1, 2014](#)
 - b. [John Ruck, 1108 Stardust Drive, Menasha for the term Feb. 1, 2011 to Feb. 1, 2014](#)

Moved by Ald. Wisneski, seconded by Ald. Englebert to approve appointments of Peg Malueg and John Ruck
Motion carried voice vote.

M. HELD OVER BUSINESS

1. Plan Commission, 1/11/11 recommends approval of an alternative ordinance be drafted requiring the paving of driveways and driveway aprons for new one and two family residential dwellings in the R-1, R-1A, R2 and R2A Districts, and for the paving of driveways, driveway aprons and parking lots in the R-3, R-4, C-1, C-2, C-3, C-4, I-1, I-2 and GU Districts, except for existing one and two family residential dwellings. (Held 1/17/11)

Moved by Ald. Zelinski, seconded by Ald. Taylor to approve Plan Commission recommendation.
Motion carried on roll call 6-1. Ald. Wisneski-no.

N. CLAIMS AGAINST THE CITY

None

O. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

No one spoke

P. RECESS TO ADMINISTRATION COMMITTEE & BOARD OF PUBLIC WORKS

Moved by Ald. Wisneski, seconded by Ald. Roush to recess at 7:10 p.m.

Motion carried on voice vote.

Reconvened at 7:50 p.m.

Q. ADJOURNMENT

Moved by Ald. Wisneski, seconded by Ald. Langdon to adjourn at 7:50 p.m. into Closed Session pursuant to sec. 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (LaFayette Life Insurance Co. v. City of Menasha et al., U.S. District Court (Northern District, IN.) Case No. 4:09-CV-64-TLS; and State ex rel. American Bank v. City of Menasha et al. Case No. 10CV77 Br. 4)

Motion carried on voice vote.

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

CITY OF MENASHA
Special Common Council
Third Floor Council Chambers
140 Main Street, Menasha
February 16, 2011
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 5:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Taylor, Wisneski, Langdon, Hendricks, Zelinski, Englebert, Benner,
Roush

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, DFC DeLeeuw, C/T Stoffel,
Clerk Galeazzi and the Press

D. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

No one spoke

E. 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.)

Board of Public Works, 2/7/11, recommends approval of:

1. [Change Order; MOD# 0018-02; Neenah-Menasha Fire Rescue Station 36; Miron Job #101520; ADD: \\$515.00](#)
2. [Change Order; MOD# 0019-00; Neenah-Menasha Fire Rescue Station 36; Miron Job #101520; ADD: \\$3,892.00](#)
3. [Change Order; MOD# 0020-00; Neenah-Menasha Fire Rescue Station 36; Miron Job #101520; ADD: \\$605.00](#)

Ald. Taylor requested that all items be voted on separately.

Moved by Ald. Taylor, seconded by Ald. Wisneski to approve item 1
Motion carried on roll call 8-0.

Moved by Ald. Langdon, seconded by Ald. Roush to approve item 2
Motion carried on roll call 7-1. Ald. Zelinski – no.

Moved by Ald. Taylor, seconded by Ald. Roush to approve item 3
Motion carried on roll call 8-0.

F. ACTION ITEMS

Moved by Ald. Wisneski, seconded by Ald. Englebert to adjourn at 5:05 p.m. into Closed Session pursuant to sec. 19.85(1) (g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (LaFayette Life Insurance Co. v. City of Menasha et al., U.S. District Court (Northern District, IN.) Case No. 4:09-CV-64-TLS. State ex rel. American Bank v. City of Menasha et al. Case No. 10CV77 Br. 4)

Motion carried roll call 8-0.

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

**DIVISION OF PUBLIC HEALTH
CONTRACT AGREEMENT
DPH CONTRACT #18303
Consolidated**

Contract Preamble

This Contract Agreement is entered into for the period **January 1, 2011 through December 31, 2011**, by and between the State of Wisconsin represented by its Division of Public Health of the Department of Health Services, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and **Menasha Health Department**, whose principal business address is **316 Racine Street, Menasha, WI 54952-3190**, hereinafter referred to as Contractee.

The Contractee address above is the address to which payments shall be mailed. If any legal notices required to be sent to the Contractee in the execution of this Contract Agreement should be sent to an address different from the Contractee address noted above, that address should be provided below:

Whereas, the Contractor wishes to purchase services from the Contractee as it is authorized to do by Wisconsin law; and whereas, the Contractee is engaged in furnishing the desired services; now, therefore, the Contractor and the Contractee agree as follows:

I. SERVICES TO BE PROVIDED

The Contractee agrees to provide services consistent with the purposes and conditions of the objectives that it has agreed to attain within the contract period. A detailed description of the objectives to be attained and the documentation associated with that attainment is part of this Contract Agreement as listed in Exhibits I and II, which are attached to this Agreement. The Contractee also agrees to provide to the Contractor documentation (as agreed to in negotiations with the Contractor) of the attainment of those objectives no later than 30 days after the end of the contract period or as specified in Exhibit II.

II. CONTRACT ADMINISTRATION

The Contractor's Contract Administrator is **Rebecca Hovarter** of the Division of Public Health, whose principal business address is **200 North Jefferson Street, Suite 511, Green Bay, WI 54301-5123**. The telephone number of the Contractor's Contract Administrator is (920) 448-5230. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractor will contact the Contractee and designate a new Contract Administrator.

The Contractee's Contract Administrator is **Susan Nett**, whose principal business address is **200 North Jefferson Street, Suite 511, Green Bay, WI 54301-5123**. The telephone number of the Contractee's Contract Administrator is (920) 967-5119. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractee will contact the Contractor and designate a new Contract Administrator.

III. PAYMENT LIMIT

The Contractor agrees to pay the Contractee in accordance with the terms and conditions of this Contract Agreement, an amount not to exceed **\$29,715**. This amount is contingent upon receipt of sufficient funds by the Contractor.

The Contractor will not make payments in excess of the Contract Agreement amounts, with the exception of performance-based incentive funds pursuant to Section XXI.

IV. PAYMENT PROCESS

A. Payments will be made on a monthly basis. The Contractee will receive one month's estimated operating expenses of the total contract amount each month unless Contractee has failed to maintain quality criteria or proposed progress towards achievement of Contract Agreement objectives as determined by the Contractor. In these situations, the Contractor can make reductions in the monthly payment pursuant to Section XVI.

B. All payments shall be released by the Department on the last business day before the fifth day of the month for municipalities, or the last business day of each month for non-municipalities, with the exception that the payment that would normally be released on the last working day of June shall be released instead on the first working day of July. Checks will be mailed to the Contractee's principal business address unless the Contractee requests, in writing, subject to approval, that the Department mail the checks to a different address.

V. PROGRAM REPORTING

A. The Contractee shall comply with the program reporting requirements of the Contractor as specified during the negotiation process and as stated in Exhibits I and II of this Contract Agreement. The required reports shall be forwarded to the Contractor's Contract Administrator according to the schedule as specified in Exhibits I and II.

B. Failure to submit the reports specified in the reporting instructions may result in the Contractor rendering liquidated damages pursuant to Section XVI of this contract.

VI. STATE AND FEDERAL RULES AND REGULATIONS

A. The Contractee agrees to meet State and Federal laws, rules and regulations, and program policies applicable to this Contract Agreement.

B. The Contractee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

C. Affirmative Action Plan

1. An Affirmative Action Plan is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balanced workforce, specific and measurable, having an implementation target date between six months and two years, and having a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to regularly measure progress.

2. An Affirmative Action Plan is required from a Contractee who receives a contract from the Contractor in the amount of \$25,000 or more and who has a workforce of twenty-five (25) or more employees as of the award date, unless the Contractee is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Contractees.

3. In addition, for agreements of twenty-five thousand (\$25,000) or more, regardless of workforce size, the Contractee shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Contractees are to contact the Affirmative Action/Civil Rights Compliance Office, Department of Health Services, One West Wilson Street, Room 561, PO Box 7850, Madison WI 53707-7850, for technical assistance on Equal Opportunity.

D. Civil Rights Compliance

1. For agreements for the provision of services to clients, the Contractee must comply with Civil Rights requirements. Contractees with an annual workforce of less than twenty-five (25) employees, regardless of contract amount, and Contractees with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Action Plan; however, they must submit a Civil Rights Compliance Letter of Assurance. Contractees with an annual workforce of twenty-five (25) employees or more and contract agreements of \$25,000 or more shall submit a written Civil Rights Compliance Plan which covers a three-year period within fifteen (15) working days of the award date of the agreement or contract.

2. The Contractee assures that it has submitted to the Contractor's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this Contract Agreement period.

3. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Contractee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

4. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees of the Contractee are expected to support goals and programmatic activities relating to non-discrimination in employment.

5. The Contractee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to the Contractor's standards and the Contractee shall post the complaint process notice translated into the major primary languages of the limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Contractee shall not request interpretation services from family members, friends and minors.

6. The Contractee agrees to comply with the Contractor's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action,

Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003)) or subsequent revisions.

7. Requirements herein stated apply to any subcontracts or grants. The Contractee has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that subcontractor.

8. The Contractor will monitor the Civil Rights Compliance of the Contractee. The Contractor will conduct reviews to ensure that the Contractee is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan for Profit and Non-Profit Entities, DWSD- 14045 (R. 11/2003). The Contractee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Contractee, as well as interviews with staff, clients, and applicants for services, subcontractors, providers, and referral agencies. The reviews will be conducted according to Department procedures. The Contractor will also conduct reviews to address immediate concerns of complainants.

9. The Contractee agrees to cooperate with the Contractor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

E. The Contractee agrees that it will: (1) hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaints or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

VII.PRIVACY AND CONFIDENTIAL INFORMATION

A. The Contractee shall not use Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Contractee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

B. Contractee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

C. Contractee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractee on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.

D. If requested by the State, Contractee shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement

E. Definitions used herein:

1. "Confidential Information" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; (iii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information designated as confidential in writing by the State.

2. "Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

3. "Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

VIII. SUBCONTRACTS

A. The Contractee may subcontract all or part of this Contract Agreement as agreed to during contract negotiation. The Contractor reserves the right of approval for any subcontracts and the Contractee shall report information relating to subcontracts to the Contractor. A change in a subcontractor or a change from direct service provision to a subcontract may only be executed with the prior written approval of the Contractor. In addition, Contractor approval may be required regarding the terms and conditions of the subcontracts, and the subcontractors selected. Approval of the subcontractors will be withheld if the Contractor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided, objectives to be attained, or required quality criteria.

B. The Contractee retains responsibility for fulfillment of all terms and conditions of this Contract Agreement when it enters into sub-contractual agreements and will be subject to enforcement of all the terms and conditions of this Agreement.

C. Recoupment of Contractor payments to the Contractee for failure to comply with either the attainment of contract objectives or the maintenance of quality criteria by either the Contractee or its subcontractor(s) will be made from the Contractee.

IX. GENERAL PROVISIONS

A. Any payments of monies to the Contractee by the Contractor for services provided under this Contract Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.

B. The Contractee shall conduct all procurement transactions in a manner that provides maximum open and free competition.

C. The Contractee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract Agreement without the written consent of the employer of such person or persons and of the Contractor.

D. This Contract Agreement is voidable if the Contractee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Wis. Stats. This disclosure is required to be made to the State of Wisconsin Government Accountability Board, 44 East Mifflin Street, Suite 601, Madison WI 53703, [Telephone (608) 266-8123].

E. If the Contractee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.

F. The Contractee agrees that funds provided under this Contract Agreement shall be used to supplement or expand the Contractee's current public health service efforts, not to replace or allow for the release of available local (Contractee) funds for alternative uses. If the Contractor determines that local funds supporting public health services or funds under this Agreement have been released for alternative uses (supplanting), the Contractee may be subject to a proportionate reduction in funding under this Agreement in the current or subsequent contract year.

X. ACCOUNTING REQUIREMENTS

A. For Contract Agreements of twenty-five thousand dollars (\$25,000) or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See DHS' Allowable Cost Policy Manual, available upon request from the Contract Administrator or from the Audit Section, Division of Enterprise Services, Department of Health Services, One West Wilson Street, PO Box 7850, Madison WI 53707-7850.)

B. For Contract Agreements of less than twenty-five thousand dollars (\$25,000), the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's Allowable Cost Policy Manual.

C. The Contractee's accounting system shall allow for accounting of total funds included in this Contract Agreement, and document that contract funds were not diverted outside of such set of programs. Diversion outside of the set of programs included in this Agreement will be subject to recoupment.

D. As an innovation involving Federal funds, the Department is in the process of securing Federal agreement to the accounting reforms in this contract. Until such time as the Contractee receives final written notice from the Contractor that the Federal government has waived program specific cost-based reporting requirements for all programs in this Contract Agreement, the Contractee shall maintain sufficient information within their accounting records to provide cost-based information by program. The Contractee shall provide this information to the Contractor electronically, via the Web-based Grants and Contracts (GAC) application, upon request for statewide reconciliation; however, the Contractor will not request this information unless necessary to support the claiming of Federal funds.

E. If program specific cost information is requested under paragraph 4 above the Contractee shall provide the information within ninety (90) days after the end of the contract period. The Contractor will make the request in writing at least 30 days prior to the specified due date for such information; will limit the breakdown of the information to what is required by the Contractor's funding sources and; will only request the information as of the end of the contract period for the full contract period.

F. The Contractee shall reconcile costs and match to expenses recorded in the Contractee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Contractor upon request. The Contractee shall retain the reconciliation documentation in accordance with the record retention requirement specified in Section XIV.

G. Monthly submittals of expenditure reports on the use of funds within this Contract Agreement are not required for contract payment purposes.

H. Nothing in this Section precludes the Contractee from keeping such information as needed for its internal management purposes.

I. Expenditures of funds from this Contract Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual.

XI. CHANGES IN ACCOUNTING PERIOD

A. The Contractee's accounting records are maintained on a fiscal year basis, beginning on the date indicated in the CARS Payment Information section of this contract. During the contract period, the accounting period may only be changed with prior written approval from the Contractor. The Contractor may approve a change in accounting period only if the Contractee has a substantial, verifiable business reason for changing the accounting period and agrees to submit a closeout audit, as defined in section (XII, 8), within 90 days after the first day of the new accounting period.

B. Proof of Internal Revenue Service approval shall be considered verification that the Contractee has a substantial business reason for changing its accounting period.

C. A change in accounting period shall not relieve the Contractee of reporting or audit requirements of this Contract Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

XII. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the Contractee for fire and extended coverage of any equipment funded under this Contract Agreement which the Contractor retains ownership of, and which is in the care, custody and control of the Contractee.

B. The Contractor shall have all ownership rights in any hardware funded under this Contract Agreement or supplied by the Contractor and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Agreement. The Contractee is responsible for keeping all of Contractor's property secure from theft, damage or other loss.

C. The Contractee agrees that if any materials are developed under this Contract Agreement, the Contractor shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Agreement, shall be promptly and fully reported to the Contractor.

XIII. AUDIT REQUIREMENTS

A. Requirement to Have an Audit: Unless waived by the Contractor, the Contractee shall submit an annual audit to the Contractor if the total amount of annual funding provided by the Contractor (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Contractor, the Contractee shall consider both: (a) funds provided through direct contracts with the Contractor; and (b) funds from the Contractor passed through another agency which has one or more contracts with the Contractee.

B. Audit Requirements: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, issued by the U.S. Government Accountability Office; and the Department of Health Services Audit Guide (www.ssag.state.wi.us).

1. The audit shall also comply with the requirements in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" if the agency meets the criteria for needing a federal single audit.

C. Reporting Package: The Contractee shall send to the Contractor a reporting package which includes the following:

1. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractee.
2. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) *or* written assurance that a Management Letter was not issued with the audit report.
3. Management responses/corrective action plan for each audit issue identified in the audit.

D. Sending the Reporting Package: The Contractee shall send one copy of the required reporting package to the Contractor either: (a) within nine (9) months of the end of the Contractee's fiscal year if the Contractee is a local government, or (b) within 180 days of the end of the Contractee's fiscal year for non-governmental Contractee agencies. Reports sent to DHS may be in either paper or electronic pdf format. Paper copies of audit reports may be sent to the following address:

Attn: DHS Auditors
Division of Enterprise Services
Department of Health Services
1 West Wilson Street, Room 627
PO Box 7850
Madison WI 53707-7850

Reports in pdf format may be sent to DHS Auditors at the following email address:
DHSAuditors@Wisconsin.gov

E. Access to Auditor's Work Papers: When contracting with an audit firm, the Contractee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

F. Access to Contractee Records: The Contractee shall permit appropriate representatives of the Department and/or the Contractor to have access to the Contractee's records and financial statements as necessary to review Contractee's compliance with the Federal and State requirements for the use of the funding.

G. Failure to Comply with the Requirements of this Section: In the event that the Contractee fails to have an appropriate audit performed or fails to provide a complete audit report to the Contractor within the specified timeframes, in addition to applying one or more of the liquidated damages available in Section XVI of this contract, the Contractor may:

1. Conduct an audit or arrange for an independent audit of the Contractee and charge the cost of completing the audit to the Contractee;
2. Charge the Contractee for all loss of Federal or State aid or for penalties assessed to the Contractor because the Contractee did not submit a complete audit report within the required timeframe; and/or
3. Disallow the cost of audits that do not meet these standards.

H. Closeout Audits:

1. A specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Contractee ceases operations or when the Contractee changes its accounting period (fiscal year). The purpose of the audit is to closeout the short accounting period. The required closeout audit may be waived by the Contractor upon written request from the Contractee, except when the agreement is terminated for cause. The required closeout audit may not be waived when an agreement is terminated for cause.
2. The Contractee shall ensure that its auditor contacts the Contractor prior to beginning the audit. The Contractor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Contractor, is the responsibility of the Contractee.
3. The Contractor may require a closeout audit that meets the audit requirements specified in XII, 2. above. In addition, the Contractor may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
4. All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

XIV. OTHER ASSURANCES

- A. The Contractee shall notify the Contractor in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractee, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- B. The Contractee shall notify the Contractor, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Contract Agreement for which the Contractor has reimbursed or will reimburse the Contractee. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractee to resolve the dispute.
- C. The Contractor may require written assurance at the time of entering into this Contract Agreement that the Contractee has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the Contractor.
- D. The Contractee certifies that neither the Contractee organization nor any of its principals are debarred, suspended, or proposed for debarment for Federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Contractee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

XV. RECORDS

- A. The Contractee shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. Records shall be retained for no less than the retention

period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit, dispute or litigation, and any associated appeal periods, have ended.

B. The Contractee will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of the Contractor and its authorized agents, and Federal agencies, in order to confirm the Contractee's compliance with the specifications of this Contract Agreement.

C. The Contractee agrees to retain and make available to the Contractor all program and fiscal records in accordance with the retention period specified in paragraph 1 above. Upon the Contractor's request, at the expiration of the Contract Agreement, the Contractee will transfer at no cost to the Contractor, records regarding the individual recipients who received services from the Contractee under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

D. The Contractee and its subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide the services under this Contract Agreement.

XVI. AGREEMENT REVISIONS AND/OR TERMINATION

A. The Contractee agrees to re-negotiate with the Contractor this Contract Agreement or any part thereof in such circumstances as:

1. Increased or decreased volume of services as required by the Contractor;
2. Changes required by State and Federal law or regulations, or court action; or,
3. Increase or reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a re-negotiated Contract Agreement under these circumstances is cause for the Contractor to terminate this Agreement.

B. This Contract Agreement can be terminated for any reason by a 30-day written notice by either party.

C. Revision of this Contract Agreement may be made by mutual agreement. The revision will be effective only when the Contractor and Contractee attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or grant award amount, where such increase in funds is for the same purpose as originally agreed upon, the Agreement may be amended by a unilateral amendment made by the Contractor.

D. The Contractee shall notify the Contractor whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the Contractor shall determine whether such inability will require revision or termination of this Contract Agreement.

E. If the Contractor finds it necessary to terminate this Contract Agreement prior to the stated expiration date for reason other than non-performance by the Contractee, payment by the Contractor shall cease upon termination. Termination of the contract does not nullify the recoupment of funds by the Contractor, per the negotiated Agreement, associated with failure to attain program objectives or the failure to maintain quality criteria.

XVII. NON-COMPLIANCE, LIQUIDATED DAMAGES AND REMEDIAL MEASURES

A. If the Contractor determines, after notice to the Contractee and opportunity to respond, that the Contractee:

1. Is out of compliance with the program quality criteria as listed in Exhibit I, the Contractor may withhold part or all of the Contractee's funding at a level deemed appropriate by the Contractor as defined in paragraph 3 below.

2. Has not attained the negotiated objective(s) as listed in Exhibit II, the Contractee shall refund the amount designated in Exhibit II under Risk Profile. Recoupments will be collected during the subsequent contract year via an adjustment (decrease) in the CARS monthly payment. In such case where a Contractee is subject to recoupment and no longer holds a Contract Agreement with the Contractor, the Contractor will issue an invoice to be paid by the Contractee.

The Contractor may also, at its sole discretion, effectuate such refunds by withholding money from future payments due the Contractee at any time during or after the contract period or may recover such funds by any other legal means.

B. Failure to comply with any part of this Contract Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Contractee's participation in the Agreement if the Contractor determines it is necessary to protect the interests of the State.

C. The Contractee shall provide written notice to the Contractor of all instances of non-compliance with the terms of program quality criteria associated with this Contract Agreement by itself or its subcontractors. Notice shall be given as soon as practicable but in no case later than 15 days after the Contractee became aware, or should have been aware, of the non-compliance. Non-compliance can also be determined by the Division of Public Health Regional Office Contract Administrator through on-site inspection or desk review of documentation. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Contractee shall provide the Contractor with a plan to correct the non-compliance and a timetable for the implementation of that plan to correct. The plan to correct must be approved by the Contractor. If at the end of the implementation period, the Contractee is found to still be out of compliance, the Contractor may, at its sole discretion, take whatever action it deems necessary to protect the interests of the State, including withholding part or all of the Contractee's funding, if it reasonably believes that the non-compliance will continue or will reoccur.

D. The Contractee shall provide within 30 days after the end of the contract period (or by the date specified in Exhibit II) to the Contractor via the Contract Administrator, the documentation specified in Exhibit II relating to attainment or failure to attain the objectives agreed to in this Contract Agreement. If any objective is not attained, the Contractor will determine, at its sole discretion, the proportion of non-attainment and will recoup from the Contractee an amount as defined by the Risk Profile identified in Exhibit II. Any degree of non-attainment, as judged by the sole discretion of the Contractor, shall be used by the Contractor in determining the conditions of any continuation of this Agreement.

E. If the Contractor determines that non-compliance with other requirements (not stated in Exhibit I or Exhibit II) in this Contract Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever liquidated damages or remedial measures it deems necessary to protect the interests of the State. Such liquidated damages and measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph 2 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.

F. If audits are not submitted when due, the Contractor may take action pursuant to Section XII of this Contract Agreement.

G. If required program deliverables or other required information or reports, other than audits, are not submitted when due, the Contractor may withhold all payments that otherwise would be paid the Contractee under this Contract Agreement until such time as the reports and information are submitted. In addition, the Contractor can hold implementation of continuation of this Agreement pending submittal of this documentation.

XVIII. DISPUTE RESOLUTION

If any dispute arises between the Contractor and Contractee under this Contract Agreement, including the Contractor's finding of non-compliance and imposition of liquidated damages or remedial measures, the following process will be the exclusive administrative review.

A. The Contractor's and Contractee's Contract Administrators will attempt to resolve the dispute, in coordination with the Division of Public Health Regional Office Director and appropriate program staff within the Division.

B. If the dispute cannot be resolved by the Contract Administrators, the Contractee may ask for review by the Administrator of the Division of Public Health.

C. If the dispute is still not resolved, the Contractee may request a final review by the Secretary of the Department of Health Services.

XIX. FINAL REPORT DATE

A. The due date of the final fiscal report shall be ninety (90) days after the Contract Agreement period ending date.

B. Expenses incurred during the Contract Agreement period but reported later than ninety (90) days after the period ending date will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

XX. INDEMNITY

The Contractor and Contractee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

XXI. SURETY BOND

The Contractor may require the Contractee to have a surety bond. The surety bond shall be in force for the period of the Contract Agreement and shall be a reasonable amount to be determined by the Contractor.

XXII. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This Contract Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the Contractor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.

B. The Contractor and Contractee understand and agree that no clause, term or condition of this Contract Agreement shall be construed to supersede the lawful powers or duties of either party.

C. It is understood and agreed that the entire Contract Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XXIII. SPECIAL PROVISIONS

A. If the Contractor determines that the Contractee has exceeded the agreed upon program objective(s) to the level specified in Exhibit II, Conditions for an Incentive Payment, the Contractee may be eligible to receive performance-based incentive funds if such funds are available as determined by the Contractor.

B. The Contractor may make these incentive awards at its discretion based on the amount of available incentive funding and the terms of agreement with the Federal agency(s) as to the distribution of such incentive funding. The awards will be made during the subsequent contract year via an adjustment (increase) in the monthly CARS payment. In such case where a Contractee is eligible for an incentive payment and no longer holds a contract agreement with the Contractor, the Contractor will make a separate payment to the Contractee. The incentive funds must be expended by the Contractee within the subsequent contract or

calendar year and can not be diverted outside of the set of programs defined by this Contract Agreement or used for supplanting purposes. The Contractee shall report, in a manner specified by the Contractor, on how the Contractee expended these incentive funds.

C. To the extent allowed by law:

1. All funding recouped by the Contractor from the Contractee shall be held by the Contractor in a fund designated for use within the program area associated with the recoupment action.
2. These funds may be used to award other Contractees who have exceeded their objectives in that program, general funding of the program area to all Contractees via formula in the next contract period, general funding of the program for all Contractees during the current contract period, or returned to the Federal funding agency of that program.

These funds cannot be used by the Contractor for their own operational costs.

D. If at the end of the contract year, the Contractee has attained its contract objectives and is in compliance with the quality criteria, it may retain any unspent funds from this Contract Agreement not expended during the contract year, except for unearned prepayments (advances). However, those funds must be expended in the current contract year or the contract year immediately following and their use must fall within the program boundaries established under this Agreement. These retained funds cannot be diverted outside of the scope of this Agreement, the Local Public Health Department's budget, or used to supplant local public health tax levy levels. These funds shall be retained in a non-lapsing account for the sole use of the Local Public Health Department; these funds may not lapse to the general fund. The Contractee shall report how these funds were utilized, as specified in Section IX.

XXIV. CONTRACT RENEWAL OPTIONS

This contract can be renewed on an annual basis for up to two (2) one-year extensions with the mutual agreement of both the Contractor and Contractee. The objectives to be attained by program will be re-negotiated each year by the Contractor and Contractee, as well as documentation deliverables and risk conditions.

XXV. TIMELY CONTRACT SIGNING

This Contract Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Contractee's and Contractor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

Contractee's Authorized Representative

Date

Contractor's Authorized Representative
Sandra L. K. Breitborde, MA, MS
Deputy Administrator
Division of Public Health
Department of Health Services

Date

CARS PAYMENT INFORMATION

The information below is used by the Department's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Contract Agreement.

Agency Name	Menasha Health Department	
Agency Number	256420	
Agency Type	060	
Contract Period	January 1, 2011 through December 31, 2011	
Contract Amount	\$29,715	
Profile ID#	157720 Childhood Lead	Amount \$2,890
Profile ID#	155020 Immunization	Amount \$8,785
Profile ID#	159320 Maternal Child Health	Amount \$12,908
Profile ID#	159220 Prevention	Amount \$5,132
DPH Contract #18303		
CFDA #s:		
Immunization	93.268	
MCH	93.994	
Prevention	93.994	

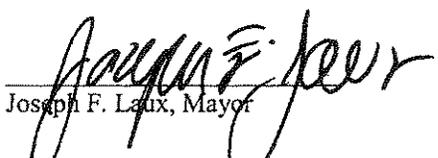
PARKING LOT AGREEMENT

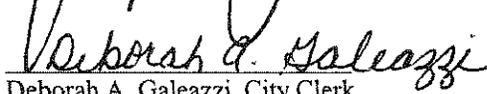
This agreement is entered into between the City of Menasha (Menasha) and BDD & G Holdings of Appleton d/b/a Germania (Germania) for use of and snow removal from the parking lot located adjacent to Germania Hall on Chute Street in the City of Menasha.

1. Germania agrees that Menasha shall have the right to use its parking lot for Menasha employee parking from 6:00 a.m. until 6:00 p.m. Monday through Thursday and from 6:00 a.m. until 5:00 p.m. Friday. Menasha shall also be allowed to use the lot for parking for other events associated with the use of City Hall, except on Friday nights. Additionally, Germania shall have the right to notify Menasha that parking shall not be allowed when the business needs of Germania require. Reasonable notice shall be given to Menasha in these instances.
2. The Menasha Senior Center shall also be allowed to use the Germania lot for out-of-town trips by its users, provided Menasha gives Germania reasonable notice of its intentions to use the lot for this purpose.
3. Menasha shall provide snow removal from the parking lot whenever the Director of Public Works or his designee deems necessary. Menasha shall not unreasonably refuse to plow any accumulation of snow.
4. The removal of snow shall not extend to any sidewalk or pedestrian walkway along Chute Street or Broad Street. Germania shall be responsible for the removal of snow on these sidewalks or pedestrian pathways as required by City Ordinance.
5. Menasha shall maintain any striping within the lot but shall have no other obligation for maintenance of the lot.
6. Both parties shall provide one another with a Certificate of Insurance naming the other as an additional insured.
7. This agreement shall run from August 15, 2007 through August 15, 2008 and shall automatically renew for successive one year terms on the same conditions unless either party provides the other with a written notice of intent to withdraw participation in the agreement. Such notice shall be given by not later than March 31.

Dated this 1 day of August 2007.

FOR MENASHA


Joseph F. Laux, Mayor


Deborah A. Galeazzi, City Clerk

FOR BDD & G HOLDINGS
OF APPLETON


Lori Masiak, Agent



[Insert date]

BDD & G Holdings of Appleton d/b/a Germania
1000 Cameron Way
Neenah, WI 54956

To Whom It May Concern:

On [date] the Common Council of the City of Menasha decided that the City of Menasha is no longer in need of the use of the Germania Hall parking lot as it had in the past, directing that notice be provided to you:

NOTICE OF INTENT TO WITHDRAW

Please take NOTICE of the City of Menasha's intent to withdraw participation in the Parking Lot Agreement, dated August 1, 2007 between the City of Menasha and BDD & G Holdings of Appleton d/b/a Germania for use of and snow removal from the parking lot located adjacent to Germania Hall on Chute Street in the City of Menasha.

Thank you for your years of cooperation in providing public access to your lot.

Very truly yours,

Pamela A. Captain

Cc: City Clerk

January 31, 2011

Greg Keil
City of Menasha
140 Main Street
Menasha, WI 54952

Re: Listing Contract – Midway Business Park & Province Terrace Lots.

Dear Greg:

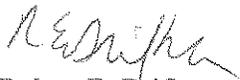
I have enclosed an Amendment to the Listing Contract for the Midway Business Park / Province Terrace Lots. If this is satisfactory to the City of Menasha please sign and return one of the copies of the Amendment to my office.

In regards to marketing efforts of the property, I did a lot of cold-calling to many businesses to no avail. Economic and political concerns, provided a similar response from a wide variety of businesses saying that, "They weren't doing anything in 2009 and they would be very cautious in 2010." This played out to become a reality. The past two and one-half years have been very slow in the movement of commercial property. My best marketing tool for the City's property's has been my property; Midway Crossing. I have had several inquiries on Midway Crossing in 2010. Most were from tire kickers or simply gathering ideas. Appanasha Pet Clinic inquired on Midway Crossing; I brought Province Terrace and Midway Business Park to them and they bought a lot in the Park. The Truck Accessories business also inquired on Midway Crossing and I brought Province Terrace to them and an offer was written to the City. Unfortunately they backed out prior to its acceptance.

Going forward, 2011 seems to have a little momentum which started late in 2010. I am hearing positive comments from a wide variety of companies that service the business world. If you have any questions, please feel free to call, or if you wish I can attend the February 21st, Common Council meeting to address any questions, comments, or concerns you may have.

Sincerely,

DRIFKA GROUP INC.


Robert E. Drifka

RED
3 enclosures

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated January 19, 2010, between the undersigned,
2 for sale of the property known as (Street Address/Description) See lines 11 - 12 below
3 in the City of Menasha, County of
4 Calumet, Wisconsin is amended as follows:

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

6 The expiration date of the contract is changed from midnight January 19, 2011 to
7 midnight January 19, 2012.

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

11 Other: Properties Midway Business Park - Lots 1, 3, 5, 7. Province Terrace -
12 Lots 1, 2, 4, 10, 11.

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

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

27 Drifka Group Inc.
28 Broker/Firm ▲
29
30 (x) *Robert E. Drifka* 1-31-11
31 By ▲ Date ▲
32 Print name ▶ Robert E. Drifka

(x) _____
Seller's Signature ▲ Date ▲
Print name ▶ City of Menasha
(x) _____
Seller's Signature ▲ Date ▲
Print name ▶



Memorandum

DATE: February 17, 2011

TO: Menasha Common Council

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

RE: City of Menasha 2011 Minimum Wage Rates

The City of Menasha has been establishing local minimum wage rates for over twenty years. These local wage rates were used on City public improvement projects when the project size did not meet the threshold for application of the Wisconsin prevailing wage rates. That threshold amount has been increasing over time in pace with construction prices and reached a threshold level of \$221,000 in 2008.

Recent legislation has reduced the threshold level to \$25,000 meaning any public improvement project exceeding that amount must use State of Wisconsin prevailing wage rates determined for that particular area of the state. Almost every public improvement project the City undertakes exceeds \$25,000 rendering our local minimum wage rates meaningless as the state rates far surpass our local rates.

City Attorney Captain has indicated local municipalities are not required to establish minimum wage rates. Given the recent reduction in the state threshold it is my recommendation the City forgoes the establishment of minimum wage rates at this time.

M:\word\CC memo re 2011 minimum wage rates 2-17-11.docx

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 2/10/11-2/17/11 Checks # 28578-28714	\$ 3,644,473.76
Payroll Checks for 2/10/11-2/17/11	<u>160,342.29</u>
Total	\$ 3,804,816.05

Medical Expense Reimbursement Trust-Retirement Pay Out

Menasha Employees Credit Union-Employee Deductions

Wisconsin Council 40 Per Capita Tax-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

**A gap in check numbers is due to more invoices being paid than fits on one check stub. In that case the last check stub used for that vendor is the check number that will show on the check register.

AP Check Register
Check Date: 2/10/2011

Date: 2/10/2011

<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>
ACCURATE	28578	2/10/2011	1100794	731-1022-541.30-18	163.23	NITRO 135 DRILL BITS SHOP SUPPLIES
		2/10/2011	1101229	731-1022-541.30-18	(67.12)	RETURN CREDIT
	Total for check: 28578				96.11	
AIRGAS NORTH CENTRAL	28579	2/10/2011	105721799	731-1022-541.30-18	106.77	MIG WIRE
		2/10/2011	105721800	731-1022-541.30-15	399.99	CORDLESS IMPACT SAWZALL
	Total for check: 28579				506.76	
AMERICAN SNIPER ASSOCIATION	28580	2/10/2011	DUES	100-0801-521.32-01	20.00	ASSOCIATION DUES B HALDERSON
	Total for check: 28580				20.00	
APPLETON RADIATOR AND ATS	28581	2/10/2011	386	731-1022-541.29-04	211.60	REPAIR RADIATOR
	Total for check: 28581				211.60	
APPLETON SCHOOL DISTRICT	28582	2/10/2011	TAX	100-0000-203.05-00	125,504.80	TAX COLLECTION PAYMENTS 2010-2011
	Total for check: 28582				125,504.80	
CITY OF APPLETON	28583	2/10/2011	196647	100-0302-542.25-01	15,683.00	VALLEY TRANSIT JANUARY 2011
	Total for check: 28583				15,683.00	
ASSOCIATED BAG COMPANY	28584	2/10/2011	Y802193	100-0909-531.30-18	20.11	HIGH DENSITY POLY BAGS
				100-0916-531.30-18	20.11	HIGH DENSITY POLY BAGS
	Total for check: 28584				40.22	
BAHCALL RUBBER CO INC	28585	2/10/2011	522419-003	731-1022-541.38-03	161.47	PARTS STOCK
	Total for check: 28585				161.47	

AP Check Register

Check Date: 2/10/2011

<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>
BARNES & THORNBURG LLP	28586	2/10/2011	1377935	267-0102-581.21-01	1,769.51	MENASHA SECURITIES SUIT
			Total for check: 28586		1,769.51	
BAYCOM INC	28587	2/10/2011	56399	743-0403-513.30-15	4,160.00	EMISSIVE, GOBI
			Total for check: 28587		4,160.00	
BOARD OF COMMISSIONERS	28588	2/10/2011	020811	100-0000-201.03-00	336.60	ORDER FOR FORFEITURE
			Total for check: 28588		336.60	
BRAZEE ACE HARDWARE	28589	2/10/2011	012247	207-0707-552.82-02	17.94	WHEEL GRIND METAL
		2/10/2011	012248	207-0707-552.82-02	(14.95)	WHEEL GRIND METAL CREDIT
		2/10/2011	012249	207-0707-552.82-02	14.95	WHEEL GRIND METAL
		2/10/2011	012283	100-0703-553.24-03	11.98	BULB FLUR
			Total for check: 28589		29.92	
CALUMET COUNTY TREASURER	28590	2/10/2011	TAX	100-0000-203.01-00	88,139.91	TAX COLLECTION PAYMENTS CALUMET
				100-0000-203.08-00	3,858.94	TAX COLLECTION PAYMENTS STATE OF WIS
			Total for check: 28590		91,998.85	
CDW GOVERNMENT INC	28591	2/10/2011	WDL4567	743-0403-513.30-15	217.07	WIDE LCD
			Total for check: 28591		217.07	
DAVIS & KUELTHAU	28592	2/10/2011	2010	100-0202-512.21-01	201.51	PROFESSIONAL SERVICES
			Total for check: 28592		201.51	
DEPARTMENT OF WORKFORCE DEVELOPMENT	28593	2/10/2011	2191274	100-1019-552.15-09	4,644.00	UNEMPLOYMENT INSURANCE JAN 2011
				100-1001-514.15-09	59.25	UNEMPLOYMENT INSURANCE JAN 2011
				100-0702-552.15-09	162.57	UNEMPLOYMENT INSURANCE JAN 2011
				100-0601-551.15-09	177.75	UNEMPLOYMENT INSURANCE JAN 2011

AP Check Register
Check Date: 2/10/2011

Date: 2/10/2011

<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>
DEPARTMENT OF WORKFORCE DEVELOPMENT...	28593...	2/10/2011...	2191274...	100-0706-561.15-09	397.95	UNEMPLOYMENT INSURANCE JAN 2011
			Total for check: 28593		5,441.52	
DIGICORPORATION	28594	2/10/2011	110205	100-0000-134.00-00	(13.16)	BUSINESS CARDS SARA SWENSON
				100-0801-521.29-01	62.16	BUSINESS CARDS SARA SWENSON
			Total for check: 28594		49.00	
ENDRIES INTERNATIONAL INC	28595	2/10/2011	8520023-00	207-0707-552.82-02	134.34	WASHERS/SCREWS
			Total for check: 28595		134.34	
FACTORY MOTOR PARTS CO	28596	2/10/2011	18-986747	731-1022-541.38-03	89.36	SWITCH
			Total for check: 28596		89.36	
FERRELLGAS	28597	2/10/2011	1037267732	266-1027-543.21-06	103.85	LIQUEFIED PETROLEUM GAS
			Total for check: 28597		103.85	
FOX VALLEY TECHNICAL COLLEGE	28598	2/10/2011	101020/FY10-11	100-0801-521.34-02	415.00	CLASS
			Total for check: 28598		415.00	
FOX VALLEY TECHNICAL COLLEGE	28599	2/10/2011	TAX	100-0000-203.04-00	322,467.01	TAX COLLECTION PAYMENTS WINNEBAGO CO
				100-0000-203.04-00	35,550.60	TAX COLLECTION PAYMENTS CALUMET
			Total for check: 28599		358,017.61	
GANNETT WISCONSIN MEDIA	28600	2/10/2011	0005316086	100-0405-513.29-02	478.35	LEGAL PUBLICATIONS
				100-0203-512.29-02	48.57	LEGAL PUBLICATIONS
				100-0405-513.29-02	385.14	LEGAL PUBLICATIONS
			Total for check: 28600		912.06	

AP Check Register
Check Date: 2/10/2011

Date: 2/10/2011

<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>
GOPHER SPORT	28601	2/10/2011	8252834	100-0702-552.30-18	55.78	PROGRAM SUPPLIES
			Total for check: 28601		55.78	
GUNDERSON UNIFORM & LINEN RENTAL	28602	2/10/2011	1393357	100-0801-521.30-13	29.95	TOWEL/MAT SERVICE
			Total for check: 28602		29.95	
HUNTON & WILLIAMS LLP	28603	2/10/2011	102007547	267-0102-581.21-01	7,347.99	PROFESSIONAL SERVICES STEAM UTILITY
		2/10/2011	102007549	267-0102-581.21-01	9,010.00	DEFENSE OF LITIGATION STEAM UTILITY
			Total for check: 28603		16,357.99	
INDEPENDENT INSPECTIONS LTD	28604	2/10/2011	304615	100-0301-523.21-06	2,467.68	PERMITS FOR JANUARY 2011
			Total for check: 28604		2,467.68	
INTERSTATE BATTERY OF GREEN BAY	28605	2/10/2011	90066305	731-1022-541.38-03	257.85	STOCK
			Total for check: 28605		257.85	
EDMUND J JELINSKI	28606	2/10/2011	210	100-0201-512.21-01	225.00	PROFESSIONAL SERVICES
			Total for check: 28606		225.00	
JX ENTERPRISES INC	28607	2/10/2011	D-210290002	731-1022-541.38-03	55.95	PRESSURE VALVE
		2/10/2011	G-210170013	731-1022-541.38-03	453.00	AIR TANK
		2/10/2011	G-210180012	731-1022-541.38-03	160.09	FENDER EXT
			Total for check: 28607		669.04	
KAEMPFER & ASSOCIATES INC	28608	2/10/2011	15921	601-1020-543.21-02	171.33	IND DISC REG PROGRAM USER DISCH PERMIT REVIEW
		2/10/2011	15922	601-1020-543.21-02	1,587.28	IND DISC REG PROGRAM SEWER USER MONITORING
		2/10/2011	15923	601-1020-543.21-02	726.94	IND DISC REG PROGRAM NEENAH SS DISC TO MENASHA
		2/10/2011	15924	601-1020-543.21-02	256.98	WET WEATHER FLOW BYPASS COMPLIANCE SCHEDULE
		2/10/2011	15925	601-1020-543.21-02	717.43	WW COLL SYS IMPROV SEWER SYS CAPACITY ANALY
		2/10/2011	15926	601-1020-543.21-02	2,113.75	PHASE 4 SSES PROJ MGMT

AP Check Register

Check Date: 2/10/2011

<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>
KAEMPFER & ASSOCIATES INC...	28608...	2/10/2011	15927	601-1020-543.21-02	696.17	PHASE 4 SSES SEWER TELEVISIONG
		2/10/2011	15928	601-1020-543.21-02	3,001.91	PHASE 4 SSES REPORT PREPARATION
	Total for check: 28608				9,271.79	
KJ WASTE SYSTEMS INC	28609	2/10/2011	020111	266-1027-543.21-06	1,058.00	CORRUGATE/CO-MING RECYCLING
		Total for check: 28609				1,058.00
KUNDINGER FLUID POWER INC	28610	2/10/2011	50123511	731-1022-541.30-15	112.33	SAND BLAST HOSE
		Total for check: 28610				112.33
MANAWA TELEPHONE CO	28611	2/10/2011	FEB2011	743-0403-513.22-01	39.95	INTERNET SERVICE
		Total for check: 28611				39.95
MID-AMERICAN RESERACH CHEMICAL	28612	2/10/2011	0434001-IN	731-1022-541.30-18	88.39	GLASS CLEANER
		Total for check: 28612				88.39
MATTHEWS TIRE & SERVICE CENTER	28613	2/10/2011	37063	731-1022-541.38-02	180.50	TIRE SERVICE
		2/10/2011	37184	731-1022-541.38-02	800.00	TIRES
	Total for check: 28613				980.50	
MENASHA EMPLOYEES CREDIT UNION	28614	2/10/2011	20110210	100-0000-202.05-00	19,695.00	PAYROLL SUMMARY
		Total for check: 28614				19,695.00
MENASHA EMPLOYEES CREDIT UNION	28615	2/10/2011	20110210	100-0000-202.10-00	94.30	PAYROLL SUMMARY
		Total for check: 28615				94.30
MENASHA JOINT SCHOOL DISTRICT	28616	2/10/2011	TAX	100-0000-203.03-00	1,729,190.38	TAX COLLECTION PAYMENTS WINNEBAGO

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MENASHA JOINT SCHOOL DISTRICT...	28616...	2/10/2011...	TAX...	100-0000-203.03-00	58,941.49	TAX COLLECTION PAYMENTS CALUMET
			Total for check: 28616		1,788,131.87	
MENASHA TREASURER	28617	2/10/2011	TAXES	100-0000-441.13-00	192.94	3-228/5-319/6-637-01 RECYCLE REFUND
				100-0000-441.14-00	30.00	3-228/5-319/6-637-01 RECYCLE REFUND
			Total for check: 28617		222.94	
MENASHA UTILITIES	28618	2/10/2011	003599	100-0501-522.24-03	5,984.99	FIBER OPTIC CABLE INSTALLNEW FIRE STATION
		2/10/2011	BILLING#2	100-1008-541.22-03	259.83	ELEC OR WATER OR STORM
				100-0703-553.22-03	518.15	ELEC OR WATER OR STORM
				100-0703-553.22-05	126.60	ELEC OR WATER OR STORM
				100-0703-553.22-06	91.25	ELEC OR WATER OR STORM
				100-0000-123.00-00	8.10	ELEC OR WATER OR STORM
				100-0305-562.22-06	2.50	ELEC OR WATER OR STORM
				100-0903-531.22-03	139.49	ELEC OR WATER OR STORM
				100-0903-531.22-05	38.95	ELEC OR WATER OR STORM
				601-1020-543.22-03	67.00	ELEC OR WATER OR STORM
				100-0703-553.22-03	15.22	ELEC OR WATER OR STORM
			Total for check: 28618		7,252.08	
MICHELS MATERIALS	28619	2/10/2011	236948	100-1006-541.30-18	1,298.26	SCREENED CHIPS
			Total for check: 28619		1,298.26	
MINNESOTA LIFE INSURANCE COMPANY	28620	2/10/2011	MARCH2011	100-0000-204.07-00	3,040.76	PREMIUM FOR MARCH 2011
			Total for check: 28620		3,040.76	
MONOPRICE INC	28621	2/10/2011	4080789	100-0801-521.30-10	41.26	LASER TONER CARTRIDGE
			Total for check: 28621		41.26	
MORTON SAFETY	28622	2/10/2011	447262	100-0703-553.30-10	50.58	MEDICAL SUPPLIES

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MORTON SAFETY...	28622...	2/10/2011	506532	731-1022-541.25-01	40.13	MEDICAL SUPPLIES
			Total for check: 28622		90.71	
N&M AUTO SUPPLY	28623	2/10/2011	345153	731-1022-541.38-03	(60.50)	CORE DEPOSIT
		2/10/2011	347116	731-1022-541.38-03	39.40	U-JOINT
		2/10/2011	347337	731-1022-541.30-18	7.99	BUTANE FUEL
		2/10/2011	347503	731-1022-541.38-03	7.68	BLEEDER SCREW
		2/10/2011	347576	731-1022-541.38-03	35.10	WIPER BLADE/HEADLAMP
		2/10/2011	347577	731-1022-541.38-03	9.99	HALOGEN HEADLAMP
		2/10/2011	347581	731-1022-541.38-03	137.16	PUMP W/RESERVOIR
		2/10/2011	347584	731-1022-541.38-03	41.36	SPARK PLUG
		2/10/2011	347628	731-1022-541.38-03	4.20	OIL FILTER
		2/10/2011	347678	731-1022-541.38-03	(83.30)	CORE DEPOSIT RETURN
		2/10/2011	348287	731-1022-541.38-03	7.90	WIPER BLADE
		2/10/2011	348297	731-1022-541.38-03	2.89	VALVE STEM
		2/10/2011	348298	731-1022-541.38-03	6.90	TIRE VALVES
		2/10/2011	348478	731-1022-541.38-03	8.64	OIL FILTER
			Total for check: 28623		165.41	
NEENAH-MENASHA MUNICIPAL COURT	28624	2/10/2011	BOND	100-0000-201.03-00	113.80	BOND
				100-0000-201.03-00	113.80	BOND
			Total for check: 28624		227.60	
NETWORK HEALTH SYSTEM INC	28625	2/10/2011	266852	100-0202-512.21-01	75.00	ANNUAL CONSORTIUM FEE
		2/10/2011	267060	100-0202-512.21-05	55.00	DRUG SCREENING
			Total for check: 28625		130.00	
PACKER CITY INTERNATIONAL	28626	2/10/2011	3-210140095	731-1022-541.38-03	56.23	HYDRAULI
			Total for check: 28626		56.23	
POSTAL ANNEX	28627	2/10/2011	172176	100-0801-521.30-11	7.51	SHIPPING CHARGES

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POSTAL ANNEX...	28627...	2/10/2011	172722	100-0801-521.30-11	10.94	SHIPPING CHARGES
		2/10/2011	172757	100-0801-521.30-11	11.97	SHIPPING CHARGES
		2/10/2011	173069	100-0801-521.30-11	7.60	SHIPPING CHARGES
		2/10/2011	173128	100-0801-521.30-11	9.68	SHIPPING CHARGES
		2/10/2011	173182	100-0801-521.30-11	7.60	SHIPPING CHARGES
			Total for check: 28627		55.30	
REDI-WELDING CO	28628	2/10/2011	14138	731-1022-541.30-18	969.58	WELDING
			Total for check: 28628		969.58	
REINDERS INC	28629	2/10/2011	1327738-00	731-1022-541.38-03	251.67	PULLEY-FAN
			Total for check: 28629		251.67	
SERVICEMASTER BUILDING MAINTENANCE	28630	2/10/2011	130363	100-0801-521.20-01	1,395.00	CONTRACT JANITORIAL
		2/10/2011	130368	100-0801-521.20-01	50.00	CONTRACT JANITORIAL CLEAN GARAGE
			Total for check: 28630		1,445.00	
SPEEDY METALS LLC	28631	2/10/2011	533426-NB	207-0707-552.82-02	511.03	ANGLE ALUMINUM
			Total for check: 28631		511.03	
THEDACARE	28632	2/10/2011	9200344839	100-0801-521.21-05	224.00	VENIPUNCTURE
			Total for check: 28632		224.00	
TRI-COUNTY OVERHEAD DOOR INC	28633	2/10/2011	26226	731-1022-541.24-03	590.00	COLD STORAGE THRU GATE
			Total for check: 28633		590.00	
UNIFIRST CORPORATION	28634	2/10/2011	097 0080160	731-1022-541.20-01	107.58	MAT/MOP/CLOTHING SERVICE
			Total for check: 28634		107.58	

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UNITED PAPER CORPORATION	28635	2/10/2011	34527	100-0000-132.00-00	188.22	FOAM SOAP
				100-0704-552.30-13	203.44	FOAM SOAP
				Total for check: 28635		
UNITED TRANSLATORS	28636	2/10/2011	11000064	100-0801-521.21-06	113.75	SPANISH INTERPRET
				Total for check: 28636		
UNITED WAY FOX CITIES	28637	2/10/2011	20110210	100-0000-202.09-00	127.78	PAYROLL SUMMARY
				Total for check: 28637		
UR WASHINSTUFF INC	28638	2/10/2011	10035	100-0801-521.29-05	85.65	19 CAR WASHES DEC 2010
				Total for check: 28638		
US CELLULAR	28639	2/10/2011	200267787-083	100-0101-511.22-01	68.56	MONTHLY SERVICE MERKES
				100-0201-512.22-01	34.35	MONTHLY SERVICE CAPTAIN
				100-0401-513.22-01	13.53	MONTHLY SERVICE STOFFEL
				100-1019-552.22-01	9.95	MONTHLY SERVICE BRIDGES
				100-0403-513.22-01	92.98	MONTHLY SERVICE JAMES/LACEY
				601-1020-543.22-01	4.90	MONTHLY SERVICE CONFINED SPACE
				100-1001-514.22-01	83.14	MONTHLY SERVICE ALIX/QUICK
				100-0601-551.22-01	16.03	MONTHLY SERVICE POWELL
				100-0801-521.22-01	351.34	MONTHLY SERVICE STANKE/POLICE
				100-0919-531.22-01	46.37	MONTHLY SERVICE NETT/HALTH
				100-0904-531.22-01	54.22	MONTHLY SERVICE T DREW
				100-1002-541.22-01	110.68	MONTHLY SERVICE RADTKE/DPW
				100-0702-552.22-01	24.97	MONTHLY SERVICE TUNGATE
				100-0703-553.22-01	146.43	MONTHLY SERVICE MAAS/PARK
				100-0304-562.22-01	17.54	MONTHLY SERVICE KEIL
731-1022-541.22-01	105.90	MONTHLY SERVICE JACOBSON/PWF				
100-1008-541.22-01	7.95	MONTHLY SERVICE CARD				

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US CELLULAR...	28639...	2/10/2011...	200267787-083...	601-1020-543.22-01	16.60	MONTHLY SERVICE SEWER TRUCK
			Total for check: 28639		1,205.44	
US OIL CO	28640	2/10/2011	L40966	731-1022-541.21-06	12.00	SAMPLE
			Total for check: 28640		12.00	
VALLEY CAMERA	28641	2/10/2011	23463	100-0801-521.30-18	39.98	2 DVS'S
			Total for check: 28641		39.98	
WAHI	28642	2/10/2011	DUES	100-0801-521.32-01	25.00	DUES
			Total for check: 28642		25.00	
WAHI	28643	2/10/2011	CONFERENCE	100-0801-521.34-02	450.00	ANNUAL CONFERENCE
			Total for check: 28643		450.00	
WAVERLY SANITARY DISTRICT	28644	2/10/2011	TAX	100-0000-203.07-00	12,859.24	TAX COLLECTION PAYMENTS 2010-2011
			Total for check: 28644		12,859.24	
WC INDUSTRIAL SUPPLY COMPANY	28645	2/10/2011	0012147-IN	731-1022-541.38-03	26.84	SET COLLAR/BOLT FLANGETTE
			Total for check: 28645		26.84	
WE ENERGIES	28646	2/10/2011	012511	100-0703-553.22-03	37.27	CONSERVANCY
			Total for check: 28646		37.27	
WG INC	28647	2/10/2011	211635	100-0703-553.30-18	87.60	SKI TRAIL SIGNS CONSERVANCY
			Total for check: 28647		87.60	

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WIL-KIL PEST CONTROL	28648	2/10/2011	1782249	731-1022-541.20-07	64.00	COMMERCIAL CONTRACT
			Total for check: 28648		64.00	
WILLEMS MARKETING INC	28649	2/10/2011	MISC4055	100-0702-552.29-03	380.00	COMPUTER TRAINING
			Total for check: 28649		380.00	
WINNEBAGO COUNTY	28650	2/10/2011	020811	100-0000-201.03-00	190.00	ASSET FORFEITURES
			Total for check: 28650		190.00	
WINNEBAGO COUNTY CLERK OF COURTS	28651	2/10/2011	BOND	100-0000-201.03-00	500.00	BOND
			Total for check: 28651		500.00	
WINNEBAGO COUNTY TREASURER	28652	2/10/2011	LF116905	266-1027-543.25-01	1,705.95	SINGLE STREAM RECYCLING
		2/10/2011	LF116916	100-1016-543.25-01	9,598.98	LANDFILL FACILITY
				100-1017-543.25-01	2,455.48	LANDFILL FACILITY
				266-1027-543.25-01	26.00	LANDFILL FACILITY
			Total for check: 28652		13,786.41	
WINNEBAGO COUNTY TREASURER	28653	2/10/2011	TAX	100-0000-203.02-00	1,031,967.61	TAX COLLECTION PAYMENTS WINNEBAGO
				100-0000-203.08-00	32,534.45	TAX COLLECTION PAYMENTS STATE OF WISCONSIN
			Total for check: 28653		1,064,502.06	
WINNEBAGO COUNTY TREASURER	28654	2/10/2011	ATS	310-0409-571.61-01	5,690.29	ATS PAYMENT
				310-0410-571.61-02	3,444.40	ATS PAYMENT
			Total for check: 28654		9,134.69	
WISCONSIN COUNCIL 40 PER CAPITA TAX	28655	2/10/2011	20110210	100-0000-202.06-00	270.00	PAYROLL SUMMARY
			Total for check: 28655		270.00	

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WISCONSIN COUNCIL 40 PER CAPITA TAX	28656	2/10/2011	20110210	100-0000-202.07-00	298.95	PAYROLL SUMMARY
			Total for check: 28656		298.95	
WISCONSIN SUPPORT COLLECTIONS	28657	2/10/2011	20110210	100-0000-202.03-00	1,297.32	PAYROLL SUMMARY
			Total for check: 28657		1,297.32	
ZARNOTH BRUSH WORKS INC	28658	2/10/2011	0131686-IN	731-1022-541.38-03	518.00	HYD HUB/CABLEWRAP REFILL
			Total for check: 28658		518.00	
					3,568,718.63	

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ACC PLANNED SERVICE INC	28659	2/17/2011	4426	100-0501-522.24-03	1,261.84	SEMI ANNUAL BILLING JAN 1, 2011-JUNE 30, 2011		
				100-0801-521.20-04	901.42	SEMI ANNUAL BILLING JAN 1, 2011-JUNE 30, 2011		
				100-1001-514.20-04	1,152.11	SEMI ANNUAL BILLING JAN 1, 2011-JUNE 30, 2011		
				731-1022-541.20-04	987.53	SEMI ANNUAL BILLING JAN 1, 2011-JUNE 30, 2011		
				100-0920-531.24-03	525.00	SEMI ANNUAL BILLING JAN 1, 2011-JUNE 30, 2011		
				100-0703-553.24-03	658.35	SEMI ANNUAL BILLING JAN 1, 2011-JUNE 30, 2011		
				100-0601-551.24-03	1,550.00	SEMI ANNUAL BILLING JAN 1, 2011-JUNE 30, 2011		
Total for check: 28659					7,036.25			
ACCENT BUSINESS SOLUTIONS INC	28660	2/17/2011	12437	100-0920-531.24-01	232.90	CONTRACT CHARGE 2/01/10-1/31/11		
				Total for check: 28660				
ACCURATE	28661	2/17/2011	1101217	731-1022-541.30-18	170.90	SHOP SUPPLIES		
				Total for check: 28661				
APPLETON COMPRESSOR SERVICE &	28662	2/17/2011	0087782-IN	731-1022-541.30-15	58.15	REGULATOR W/GAUGE TWIST LOCK		
				Total for check: 28662				
BAHCALL RUBBER CO INC	28663	2/17/2011	522419-004	731-1022-541.38-03	42.31	COUPLER		
				Total for check: 28663				
BATTERIES PLUS-502	28664	2/17/2011	127166	601-1020-543.30-18	19.99	BATTERY		
				Total for check: 28664				
BECK ELECTRIC INC	28665	2/17/2011	G184	100-1008-541.20-04	471.25	REIMBURSEABLE ACCIDENT REPAIR		
				100-1008-541.30-18	24.97	REIMBURSEABLE ACCIDENT REPAIR		
				2/17/2011	HO4	100-1008-541.20-04	178.75	REIMBURSEABLE ACCIDENT REPAIR
				2/17/2011	HO5	207-0707-552.82-02	195.86	MARINA PROJECT
Total for check: 28665					870.83			

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BERGSTROM	28666	2/17/2011	258837-1CVW	731-1022-541.38-03	73.66	PIPE
		2/17/2011	258839-1CVW	731-1022-541.38-03	434.52	CONNECTOR/SWITCH/SEAL/ GASKET/CABLE KIT/ROD
		2/17/2011	CM113968FOR	731-1022-541.38-03	(127.64)	RETURN SEAT BELT
	Total for check: 28666				380.54	
BRAZEE ACE HARDWARE	28667	2/17/2011	012319	100-0703-553.30-18	25.34	VALVE BALL/ADAPTER/ BIT INSERT
		2/17/2011	012355	207-0707-552.30-18	6.99	CHALK & REEL SET
	Total for check: 28667				32.33	
BUBRICK'S	28668	2/17/2011	419379	100-0801-521.30-10	60.04	OFFICE SUPPLIES
		2/17/2011	419420	100-0801-521.30-10	22.86	OFFICE SUPPLIES
	Total for check: 28668				82.90	
CONFIDENTIAL ASSISTANCE PROGRAM	28669	2/17/2011	2011-06	100-0202-512.21-05	2,790.00	ANNUAL EAP BILLING
Total for check: 28669				2,790.00		
CULLIGAN WATERCARE SERVICES	28670	2/17/2011	013111	100-1001-514.20-01	17.85	COOLER RENTAL
				731-1022-541.30-13	5.95	COOLER RENTAL
	Total for check: 28670				23.80	
VALERIE DAVIS	28671	2/17/2011	MILEAGE	100-0903-531.33-01	23.31	MILEAGE REIMBURSEMENT JAN 2011
Total for check: 28671				23.31		
DEWITT ROSS & STEVENS SC	28672	2/17/2011	907739	267-0102-581.21-01	3,266.05	PROFESSIONAL SERVICES STEAM UTILITY
Total for check: 28672				3,266.05		
DIGICORPORATION	28673	2/17/2011	110301	100-0702-552.29-01	86.00	IMPRINT ENVELOPES
				100-0000-134.00-00	(34.00)	IMPRINT ENVELOPES
				100-0000-134.00-00	(65.40)	IMPRINT ENVELOPES

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DIGICORPORATION...	28673...	2/17/2011...	110301...	207-0707-552.29-01	156.40	IMPRINT ENVELOPES
			Total for check: 28673		143.00	
ENDRIES INTERNATIONAL INC	28674	2/17/2011	8381260-00	207-0707-552.82-02	297.53	MARINA PROJECT
		2/17/2011	8390912-00	207-0707-552.82-02	310.01	MARINA PROJECT
		2/17/2011	8520023-01	207-0707-552.82-02	196.73	PHILLIPS FAN HEAD SCREW
		2/17/2011	8527416-00	207-0707-552.82-02	62.00	PHILLIPS PAN FULL ROLLNG NICKEL
			Total for check: 28674		866.27	
FASTENAL COMPANY	28675	2/17/2011	WINEE60955	207-0707-552.82-02	10.22	SNAP ON SEAL
			Total for check: 28675		10.22	
FOX CITIES CONVENTION &	28676	2/17/2011	FOXCITCONV	100-0304-562.33-02	15.00	CONVENTION BUREAU G KEIL
			Total for check: 28676		15.00	
FOX VALLEY TECHNICAL COLLEGE	28677	2/17/2011	EC51871	100-0801-521.34-02	250.00	ON LINE LEGAL UPDATE
			Total for check: 28677		250.00	
GUNDERSON CLEANERS	28678	2/17/2011	969481	100-0803-521.30-15	18.81	CSO CLEANING
		2/17/2011	969504	100-0803-521.30-15	21.00	CSO CLEANING
			Total for check: 28678		39.81	
HOTSY CLEANING SYSTEMS INC	28679	2/17/2011	0074162-IN	731-1022-541.30-18	345.00	PANEL WASH
			Total for check: 28679		345.00	
JX ENTERPRISES INC	28680	2/17/2011	G-210240004	731-1022-541.38-03	22.93	INPUT KIT
			Total for check: 28680		22.93	

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KAUKAUNA POLICE DEPARTMENT	28681	2/17/2011	BOND	100-0000-201.03-00	109.00	BOND
			Total for check: 28681		109.00	
KITZ & PFEIL INC	28682	2/17/2011	010414-0119	207-0707-552.82-02	11.68	GRND CONNECTOR
		2/17/2011	010514-0002	207-0707-552.82-02	49.92	SCREWDRIVER SET/BIT SETS CRIMPER & STRIPPER
		2/17/2011	010514-0019	207-0707-552.82-02	12.56	SOCK ADAPTERS
		2/17/2011	010514-0112	207-0707-552.82-02	4.45	TWO HOLE STRAPS
		2/17/2011	010614-0001	207-0707-552.82-02	(4.45)	TWO HOLE STRAPS RETURN
		2/17/2011	010714-0063	207-0707-552.82-02	2.62	HARDWARE MISC
		2/17/2011	122314-0009	100-0801-521.30-13	18.87	LYSOL DISINFECTANT
		2/17/2011	122314-0063	100-0703-553.30-18	3.32	TAPERED BIT W/STOP
		2/17/2011	122814-0078	826-0703-553.30-18	6.73	SPR ENAMEL/100 PK SCREWS
		2/17/2011	122914-0003	100-0703-553.30-18	27.47	LOCK WASHERS/HEX NUTS/ CARRIAGE BOLTS
		2/17/2011	122914-0135	100-0703-553.30-18	4.94	100 PK SCRES
		2/17/2011	123114-0032	100-1006-541.30-18	13.49	GFCI OUTLET
			Total for check: 28682		151.60	
KONE INC	28683	2/17/2011	220564049	100-1001-514.20-01	255.33	MAINTENANCE COVERAGE 2/01/11-4/30/11
			Total for check: 28683		255.33	
KWIK TRIP INC	28684	2/17/2011	2468851	100-0801-521.29-05	39.90	FUEL
			Total for check: 28684		39.90	
LEVENHAGEN CORPORATION	28685	2/17/2011	041571A-IN	100-0000-131.00-00	24,130.18	GASOLINE/EXCISE TAX
			Total for check: 28685		24,130.18	
LINCOLN CONTRACTORS SUPPLY INC	28686	2/17/2011	10593640	100-0706-561.30-18	35.88	PINK WATER BASED PAINT
				100-0703-553.30-15	65.00	5 GAL GAS CAN
				100-0703-553.82-02	2,395.00	8 CU FT MIXER

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LINCOLN CONTRACTORS SUPPLY INC...	28686...	2/17/2011	10593810	100-0703-553.30-15	130.00	5 GAL GAS CAN
			Total for check: 28686		2,625.88	
MATTHEWS TIRE & SERVICE CENTER	28687	2/17/2011	37185	731-1022-541.38-02	501.21	TIRES
		2/17/2011	37186	731-1022-541.38-02	37.34	VALVE STEM/FLAT REPAIR
		2/17/2011	37198	731-1022-541.38-02	1,283.96	TIRES
		2/17/2011	37269	731-1022-541.38-02	415.60	TIRES
		2/17/2011	37270	731-1022-541.38-02	400.00	TIRES
			Total for check: 28687		2,638.11	
MENARDS-APPLETON EAST	28688	2/17/2011	79782	100-0704-552.24-03	45.78	SUPPLIES
		2/17/2011	80111	100-0704-552.24-03	296.53	SUPPLIES
			Total for check: 28688		342.31	
MENASHA EMPLOYEES CREDIT UNION	28689	2/17/2011	20110217	100-0000-202.05-00	2,074.00	PAYROLL SUMMARY
			Total for check: 28689		2,074.00	
MENASHA POLICE DEPARTMENT	28690	2/17/2011	PETTYCASH	100-0801-521.30-11	0.19	POSTAGE
				100-0801-521.34-04	27.99	TRAINING EXP
			Total for check: 28690		28.18	
MENASHA UTILITIES	28691	2/17/2011	BILLING#3	100-1008-541.22-03	932.07	ELEC OR WATER OR STORM
				100-1008-541.22-05	48.19	ELEC OR WATER OR STORM
				601-1020-543.22-03	23.08	ELEC OR WATER OR STORM
				100-0704-552.22-03	159.26	ELEC OR WATER OR STORM
				100-0704-552.22-05	763.24	ELEC OR WATER OR STORM
				731-1022-541.22-03	1,777.19	ELEC OR WATER OR STORM
				731-1022-541.22-05	930.47	ELEC OR WATER OR STORM
				731-1022-541.22-06	767.50	ELEC OR WATER OR STORM
				266-1028-543.22-06	1,535.00	ELEC OR WATER OR STORM
				100-0801-521.22-03	1,200.06	ELEC OR WATER OR STORM

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MENASHA UTILITIES...	28691...	2/17/2011...	BILLING#3...	100-0801-521.22-05	287.31	ELEC OR WATER OR STORM				
				100-0801-521.22-06	62.71	ELEC OR WATER OR STORM				
				100-0000-123.00-00	869.01	ELEC OR WATER OR STORM				
				100-0000-123.00-00	208.05	ELEC OR WATER OR STORM				
				100-0000-123.00-00	45.41	ELEC OR WATER OR STORM				
				100-0601-551.22-03	3,295.08	ELEC OR WATER OR STORM				
				100-0601-551.22-05	388.86	ELEC OR WATER OR STORM				
				100-0601-551.22-06	103.75	ELEC OR WATER OR STORM				
				100-1019-552.22-03	374.05	ELEC OR WATER OR STORM				
				100-1019-552.22-05	12.11	ELEC OR WATER OR STORM				
				100-0000-123.00-00	8.94	ELEC OR WATER OR STORM				
				100-0703-553.22-03	1,278.14	ELEC OR WATER OR STORM				
				100-0703-553.22-06	280.61	ELEC OR WATER OR STORM				
				100-0305-562.22-06	7.50	ELEC OR WATER OR STORM				
				Total for check: 28691					15,357.59	
				TOWN OF MENASHA UTILITY DISTRICT	28692	2/17/2011	NORTH	100-0701-533.22-06	295.50	206 NORTH ST
UNASSIGNED	100-0701-533.22-06	26.25	UNASSIGNED ADDRESS							
Total for check: 28692									321.75	
MIDWEST LAMP RECYCLING INC	28693	2/17/2011	16996	100-1001-514.20-01	84.45	BALLASTS/BATTERIES				
				100-0801-521.24-03	26.06	BALLASTS/BATTERIES				
				100-0501-522.24-03	14.05	BALLASTS/BATTERIES				
				100-0920-531.24-03	9.25	BALLASTS/BATTERIES				
				100-0903-531.24-03	5.83	BALLASTS/BATTERIES				
				100-0703-553.24-03	8.71	BALLASTS/BATTERIES				
				731-1022-541.24-03	24.15	BALLASTS/BATTERIES				
				100-0601-551.24-03	170.68	BALLASTS/BATTERIES				
				266-1027-543.21-06	272.58	BALLASTS/BATTERIES				
				Total for check: 28693					615.76	

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MORTON SAFETY	28694	2/17/2011	548988	731-1022-541.30-18	28.80	SHROUD
			Total for check: 28694		28.80	
NEENAH-MENASHA MUNICIPAL COURT	28695	2/17/2011	BOND	100-0000-201.03-00	328.00	BOND
				100-0000-201.03-00	202.00	BOND
				100-0000-201.03-00	202.00	BOND
				100-0000-201.03-00	139.00	BOND
			Total for check: 28695		871.00	
ONE COMMUNICATIONS	28696	2/17/2011	FEB2011	100-0402-513.22-01	6.18	CURRENT CHARGES ASSESSOR
				100-0201-512.22-01	8.26	CURRENT CHARGES ATTORNEY
				100-0000-123.00-00	15.48	CURRENT CHARGES BUILD INSPECTION
				100-0203-512.22-01	20.70	CURRENT CHARGES CLERK
				100-0304-562.22-01	26.40	CURRENT CHARGES COM DEV
				100-1001-514.22-01	128.97	CURRENT CHARGES CITY HALL
				100-0401-513.22-01	57.75	CURRENT CHARGES FINANCE
				731-1022-541.22-01	41.56	CURRENT CHARGES GARAGE
				100-0903-531.22-01	79.85	CURRENT CHARGES HEALTH
				100-0403-513.22-01	28.08	CURRENT CHARGES IT
				100-0601-551.22-01	272.91	CURRENT CHARGES LIBRARY
				100-0702-552.22-01	32.43	CURRENT CHARGES RECREATION
				100-0703-553.22-01	72.09	CURRENT CHARGES PARKS
				100-0202-512.22-01	22.38	CURRENT CHARGES PERSONNEL
				100-0801-521.22-01	479.81	CURRENT CHARGES POLICE
				100-1002-541.22-01	69.48	CURRENT CHARGES ENGINEERING
				100-0920-531.22-01	12.44	CURRENT CHARGES SENIOR
				100-1008-541.22-01	6.34	CURRENT CHARGES SIGN
				100-0502-522.22-01	74.18	CURRENT CHARGES EOC
				207-0000-123.00-00	20.99	CURRENT CHARGES MARINA
				100-0000-123.00-00	280.65	CURRENT CHARGES UTILITIES
				100-0101-511.22-01	15.16	CURRENT CHARGES MAYOR
			Total for check: 28696		1,772.09	

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PACKER CITY INTERNATIONAL	28697	2/17/2011	3-210200051	731-1022-541.38-03	27.53	AIR FILTER
		2/17/2011	3-210260057	731-1022-541.38-03	22.08	LUBEFILT
	Total for check: 28697				49.61	
DENISE QUICK	28698	2/17/2011	MILEAGE	100-1001-514.33-01	17.10	MILEAGE JAN 201
	Total for check: 28698				17.10	
REDI-WELDING CO	28699	2/17/2011	14141	100-1006-541.30-15	540.00	CURB CLEANER
		2/17/2011	14142	731-1022-541.30-18	131.25	COVER FOR PUSH OUT BLADE
	Total for check: 28699				671.25	
REINDERS INC	28700	2/17/2011	1327738-01	731-1022-541.38-03	153.70	FAN
	Total for check: 28700				153.70	
SCHENCK BUSINESS SOLUTIONS	28701	2/17/2011	472065	100-0202-512.34-02	50.00	PROFESSIONAL SERVICES PAYROLL FORUM
	Total for check: 28701				50.00	
STAPLES ADVANTAGE	28702	2/17/2011	3148652796	100-0702-552.30-10	6.01	OFFICE SUPPLIES
				100-0304-562.30-10	30.49	OFFICE SUPPLIES
				100-1002-541.30-10	16.25	OFFICE SUPPLIES
				100-1001-514.30-10	9.02	OFFICE SUPPLIES
				625-1010-541.30-10	5.42	OFFICE SUPPLIES
	Total for check: 28702				67.19	
STREICHER'S INC	28703	2/17/2011	1791251	100-0801-521.30-15	3,734.00	TACTICAL ARMOR
	Total for check: 28703				3,734.00	
TAPCO	28704	2/17/2011	355452	731-1022-541.30-15	(228.00)	DETECTOR CREDIT

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TAPCO...	28704...	2/17/2011	359188	100-1008-541.30-18	254.11	TRAFFIC SIGNAL STOCK
			Total for check: 28704		26.11	
UNIFIRST CORPORATION	28705	2/17/2011	097 0080596	731-1022-541.20-01	107.56	MAT/MOP/CLOTHING SERVICE
			Total for check: 28705		107.56	
US PETROLUEM EQUIPMENT	28706	2/17/2011	182809	731-1022-541.24-06	13.35	EMC PAPER
			Total for check: 28706		13.35	
VALLEY GRINDING & MANUFACTURING INC	28707	2/17/2011	139545	731-1022-541.21-06	95.00	FLAT BLADE/CHIPPER BLADE
			Total for check: 28707		95.00	
VEOLIA ES SOLID WASTE MIDWEST	28708	2/17/2011	B40000286635	100-0000-123.00-00	89.03	BROAD ST RECYCLING
			Total for check: 28708		89.03	
WAVERLY SANITARY DISTRICT	28709	2/17/2011	012511	100-0703-553.22-05	38.77	2170 PLANK RD
			Total for check: 28709		38.77	
WE ENERGIES	28710	2/17/2011	316RACINE	100-0903-531.22-04	66.60	316 RACINE
		2/17/2011	NORTH	100-0701-533.22-03	8.04	NORTH ST
				100-0701-533.22-03	8.04	NORTH ST
			Total for check: 28710		82.68	
WE ENERGIES	28711	2/17/2011	STEAM	267-0102-581.22-04	1,542.96	STEAM UTILITY
			Total for check: 28711		1,542.96	
WISCONSIN COUNCIL 40 PER CAPITA TAX	28712	2/17/2011	20110217	100-0000-202.06-00	270.00	PAYROLL SUMMARY
			Total for check: 28712		270.00	

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WISCONSIN SUPPORT COLLECTIONS	28713	2/17/2011	20110217	100-0000-202.03-00	440.23	PAYROLL SUMMARY
			Total for check: 28713		440.23	
ZEP MANUFACTURING CO	28714	2/17/2011	30445100	731-1022-541.30-18	222.62	CLEANING SUPPLIES
			Total for check: 28714		222.62	
					75,755.13	

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MENASHA, WISCONSIN,

AND

THE PONDS OF MENASHA, LLC

DATED AS OF JANUARY ____, 2011

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ___ day of January 2011, by and between the CITY OF MENASHA, Wisconsin, a Wisconsin municipal corporation with its principal offices located at 140 Main St., Menasha, Wisconsin 54952 (hereinafter "CITY"), and The Ponds of Menasha, LLC, a Wisconsin limited liability company with its principal offices located at 1300 N. Kimps Ct., Green Bay, Wisconsin 54313 (hereinafter "DEVELOPER").

RECITALS

The Project to be undertaken by the DEVELOPER, as described herein, is of particular importance to the CITY and provides special benefits to the CITY because it promotes the physical and economic development of the CITY, increases the range of choice in the CITY's housing stock, accelerates sales of CITY-owned property, provides a means of paying the CITY's debt associated with land acquisition and improvements of the CITY-owned development known as Lake Park Villas.

ARTICLE I

SECTION 1.01 PURPOSE OF AGREEMENT. The parties hereto are entering into this Development AGREEMENT for the preparation and construction of a residential development within Lake Park Villas Project Area and proposed City of Menasha Tax Incremental District Number 12 (TID #12). The parties have worked cooperatively regarding initial planning, financing and feasibility of such a development. Further, the parties have reached an understanding regarding participation in the future development and intend to enter into this Development AGREEMENT to record the understandings and undertakings of the parties and to provide a framework within which the development may proceed.

SECTION 1.02 CERTAIN DEFINITIONS. As used in this AGREEMENT, the following terms shall have the meanings indicated:

"AVAILABLE TAX INCREMENT" – The amount of tax increment (as defined in Sec. 66.1105, Wis. Stats.) generated solely by the Development Property and Development Improvements as of January 1 of each calendar year.

"CONCEPT PLAN" – The conceptual plan, estimated schedule and value estimates for the contemplated development of the Development Property. It is attached as **EXHIBIT** [insert].

"DEVELOPMENT" – The Development Improvements and Infrastructure that constitute the planned development project that is the subject of this AGREEMENT.

"DEVELOPMENT IMPROVEMENTS" - Means structures, buildings and accoutrements

constructed by DEVELOPER in compliance with Implementation Plans comprised of the following:

- PHASE I – A single family residential development within Development Area “A” comprised of not less than 70 units at a density not less than three units per acre with an estimated improved value of \$11,900,000.
- PHASE II – A single family residential development within Development Area “B” comprised of not less than 50 units at a density not less than three units per acre with an estimated improved value of \$8.5 million.
- PHASE III– A multi-family residential development within Development Area “C” comprised of not less than 54 units with an estimated improved value of \$2.7million (54 units @ \$54,000 estimate = \$2.7 million).

“DEVELOPMENT AREA A” – An area consisting of approximately 20 acres located in the NW ¼ of the NE ¼ of Section 17, T20N, R17E and proposed CITY of Menasha Tax Incremental Financing District # 12 attached as **EXHIBIT A**, the actual area of which is to be determined via a Certified Survey Map pursuant to Section 3.02.1

“DEVELOPMENT AREA B” - An area consisting of approximately 20 acres, excluding the area designated as a regional storm water pond, located in the NW ¼ of the NE ¼ of Section 17 T20N R17E and proposed CITY of Menasha Tax Incremental Financing District # 12 attached as **EXHIBIT B**, the actual area of which is to be determined via a Certified Survey Map pursuant to Section 3.02.1

“DEVELOPMENT AREA C” - An area consisting of approximately 3 acres, described as Lot 16 Lake Park Villas Plat and located in the proposed City of Menasha Tax Incremental Financing District # 12 attached as **EXHIBIT C**.

“DEVELOPMENT PROPERTY” - consists of Development Areas “A,” “B,” and “C.”

“DEVELOPMENT COSTS” — The hard and soft costs enumerated in the development budget set forth in **EXHIBIT D**.

“EQUALIZED ASSESSED VALUE” – The value also known as “EAV” is defined as the estimated fair market value of land and buildings on the real estate tax bill for a particular parcel.

“INFRASTRUCTURE” – Public and Private Infrastructure.

“IMPLEMENTATION PLAN” – Detailed plans, drawings, specifications and other information as required for the site plan review under CITY Ordinances regarding the construction of Private Infrastructure, Infrastructure and Development Improvements. A specific Implementation Plan must be submitted to and approved by the CITY prior to construction as provided by CITY Ordinance. Each specific Implementation Plan shall be attached to this AGREEMENT as an exhibit upon approval by the CITY.

“PERFORMANCE INCENTIVE” – Annual payments of the Available Tax Increment, commencing in 2013 through 2031 to the DEVELOPER. Performance Incentive shall be payable to DEVELOPER as provided in this AGREEMENT.

“PUBLIC IMPROVEMENTS” – The road improvements including final roadway street base course and three inch blacktopping, curb and gutter, sidewalks as well as sanitary sewer, water mains, storm water drainage, drainage ponds, and other public facilities normally provided by or required by local governments fronting the Development Property whether in place or to be constructed or upgraded in conjunction with the development contemplated in the Concept Plan, including storm water management ponds, but specifically excluding Infrastructure.

“PUBLIC INFRASTRUCTURE”– Consists of those Public Improvements that will be the responsibility of the DEVELOPER as more particularly described in Exhibit _____ (attached) and shall include sanitary sewer service, storm sewer, water mains, and two (2) inch binder temporary asphalt paving, street lighting, that have been constructed by DEVELOPER and dedicated to the CITY under this AGREEMENT.

“PRIVATE INFRASTRUCTURE” – Site grading, balancing for storm sewer water, management facility, pipes, sanitary sewer laterals, potable water laterals, private roads and other facilities owned, constructed and maintained by DEVELOPER to service the Development Improvements from the Public Improvements or Private Infrastructure described more particularly in **EXHIBIT** [insert].

“TID # 12” means CITY of Menasha Tax Incremental District Number 12 and project plan created by CITY.

ARTICLE II

OVERVIEW OF THE PROJECT

SECTION 2.01 The Project consists of residential development to take place in three phases resulting in the creation of not less than 120 single family residential units and 54 multi-family units. The construction of at least ten (10) homes within Phase I is to begin by September 1, 2011 with an expected completion date of May 1, 2012. Projected completion dates are January 1, 2016 for Phase I, January 1, 2020 for Phase II. For Phase III, the projected completion date shall be thirty-six (36) months after the DEVELOPER acquires the Property. Upon completion, the entire project is expected to have a value of \$23 million.

ARTICLE III

DEVELOPER OBLIGATIONS

SECTION 3.01 Acquisitions of Development Areas. Upon completion of the pre-closing conditions but in no case later than June 1, 2011, DEVELOPER shall acquire fee simple title to Development Areas “A” and “B.” Upon the City securing the purchase of Development Area “C” in accordance with Section 5.02.2 and before December 31, 2011, DEVELOPER shall acquire fee simple title to Development Area “C.”

SECTION 3.01.1 CITY shall transfer the Real Estate for Phase I and Phase II to

DEVELOPER by warranty deed for \$17,000 per acre subject to the terms and conditions of this AGREEMENT and a separate Real Estate Purchase AGREEMENT to be executed by the parties. The Real Estate Purchase AGREEMENT shall provide that DEVELOPER shall pay \$27,200 down at date of closing and shall execute a Promissory Note in favor of CITY in the amount of the balance of the Purchase Price. The terms of the Note shall be zero percent (0%) interest until paid in full, except that in the event DEVELOPER fails to pay in full before January 1, 2020, then interest shall be paid at five percent (5%) of the remaining balance assessed from the date of closing. DEVELOPER shall be required to make a payment of \$5,700 to CITY toward the outstanding balance of the Promissory Note for each Lot sold or transferred by DEVELOPER. As security for said Promissory Note, the DEVELOPER shall give CITY a first mortgage position on the Real Estate Development Area "B" which CITY shall subordinate upon Phase I Development Improvements being completed and a second mortgage position on the Real Estate Development Area "A", second to the first mortgage position of the commercial lending institution approved by DEVELOPER in the approximate amount of \$2,000,000 representing monies necessary for DEVELOPER's Public and Private Infrastructure obligations herein for Phase I and Phase II. Closing shall take place on or before June 30, 2011. Real estate shall be defined as the Development Area A and the Development Area B estimated to be approximately forty (40) acres of land (Purchase Price estimated to be \$680,000 (\$17,000 x 40)). CITY shall be responsible for any and all transfer taxes as well as preparation of any and all Certified Survey Maps. CITY shall further be responsible for obtaining the two separate legal descriptions, one description for each Development Area. Certified Survey Map and legal description shall be provided to DEVELOPER by CITY, at CITY's sole expense, at least thirty (30) days prior to closing. The AGREEMENT of sale shall also provide that the CITY shall update all wetland studies for the Real Estate and provide a copy of said wetland studies to DEVELOPER at least fifteen (15) days prior to closing. The AGREEMENT shall further provide that the AGREEMENT is contingent upon the CSM mappings allowing for the development of one hundred twenty (120) or more residential real estate lots, as approved by DEVELOPER, within the real estate areas known as Development Area A and Development Area B.

SECTION 3.01.2 Title Insurance. The CITY shall obtain and pay for a title insurance commitment in the amount of the purchase price. A commitment by the title company agreeing to issue a title policy upon the recording of proper documents as agreed herein shall be deemed sufficient performance. DEVELOPER may obtain additional title insurance at its cost. The CITY shall provide to DEVELOPER a preliminary commitment for title insurance not less than fifteen (15) days prior to the closing.

SECTION 3.01.3 Title. The CITY shall cooperate with DEVELOPER to clear up any defect in title that may be pertaining to the property; provided, however, the Real Estate shall be conveyed subject to (1) reasonable and customary easements and restrictions of record; (2) a reversion of title in accordance with this AGREEMENT; (3) requisite public and private utility easements; (4) CITY covenants which are attached hereto and fully incorporated herein, none of which may be removed or modified without CITY's approval (ATTACH COVENANTS AS EXHIBIT ____); and (5) all other terms and conditions of this AGREEMENT.

SECTION 3.01.4 Closing Date. The closing date for the transfer of the Real Estate

shall be on or before June 1, 2011 for Development Areas "A" and "B" and shall be held at the office of the City Attorney, City Hall, 140 Main Street, Menasha, Wisconsin or where the parties may otherwise agree. The closing date for Development Area "C" shall be on or before December 31, 2011.

SECTION 3.01.5 The Real Estate shall be conveyed "as is." The CITY is not responsible for any subsequent remediation, demolition, underground debris, or other clean up costs after conveyance.

SECTION 3.01.6 Listing Contract. CITY had previously engaged a broker for listing Development Areas A and B and the CITY may owe a brokerage fee to said listing broker as a result of the sale of real estate contemplated herein. Said CITY shall be responsible for the payment of any brokerage fees associated with the sale of the real estate.

SECTION 3.02 DEVELOPER's Covenant to Develop. DEVELOPER agrees and covenants to use its best efforts to proceed with due diligence to complete the Development substantially in accordance with the Concept Plan and Implementation Plans which plans and specifications shall be subject to such reasonable review and approval by the CITY as may be normal, customary or required in order to proceed with the Development in accordance with all applicable rules, codes, regulations, ordinances and laws. The DEVELOPER shall cause IMPROVEMENTS to the DEVELOPMENT AREAS to create a value of not less than \$23 million including Phase III / Development Area C. The cost for such improvements shall include Development hard and soft costs, site clearance and preparation and costs associated with the construction of single family and multi-family housing units. DEVELOPER shall be required to complete construction Phase I of the Development by January 1, 2016, Phase II by January 1, 2020 and Phase III within thirty-six (36) months after acquisition of Development Area C by DEVELOPER .

SECTION 3.03 Compliance with Codes, Plans and Specifications. DEVELOPER, at its own expense, shall obtain all approvals, permits and licenses as may be required by any governmental or non-governmental entity in connection with the Development. The building and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the CITY, and with all pertinent provisions of this AGREEMENT, the Project Plan and the Plans and Specifications.

SECTION 3.04 Taxes. It is understood that the land, improvements and personal property resulting from the Development shall be subject to property taxes. DEVELOPER shall pay when due all federal, state and local taxes in connection with the Project and all operating expenses in connection with the Real Estate and Development.

SECTION 3.05 Reversion of Undeveloped Portion of Development Property. Notwithstanding the foregoing, in the event that the DEVELOPER does not construct Phase 1 on or before [insert date] or the Aggregate Increment does not reach [insert amount] by [insert date] the CITY may, at its discretion demand the reversion of any property in the Development Areas that have not been improved by Development Improvements contemplated by the Concept Plan. Upon receipt of such demand, the DEVELOPER shall deliver by warranty deed the property identified by the CITY free and clear of any encumbrances within 60 days of the demand. The purchase price of the property so conveyed shall be \$17,000 per acre. In the event that the DEVELOPER fails to timely deliver the property, the CITY may commence an action to enforce this provision without further cure.

SECTION 3.06 Public Infrastructure. DEVELOPER shall in connection with and during the construction of the Development undertake at its expense, design and construction of Public Infrastructure in accordance with City of Menasha specifications as furnished to the DEVELOPER by the Menasha Department of Public Works. The Public Infrastructure shall be undertaken consistent with the overall schedule of construction for the Development and shall be completed upon substantial completion of the Development. The Public Infrastructure shall be funded solely by the DEVELOPER. Improvements designed and constructed by the CITY such as sidewalks, curb and gutter and final street paving will be specially assessed or otherwise charged against the benefitting properties within the Development, including lots owned by the DEVELOPER, but not until at least eighty percent (80%) of the Development Improvements within Development Areas A and B have been constructed or January 1, 2017, whichever occur first.

SECTION 3.07 Private Infrastructure. DEVELOPER shall in connection with and during the construction of the Development undertake at its expense, design and construction of Private Infrastructure in accordance with approved IMPLEMENTATION PLAN.

SECTION 3.08 Easements. DEVELOPER shall grant the CITY or any public utility such easements as reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other need necessary to effectuate the Development in accordance with approved plans at no cost to the CITY.

SECTION 3.09 Record Retention. DEVELOPER understands and acknowledges that the CITY is subject to Public Records Law of the State of Wisconsin. As such, DEVELOPER agrees to retain all records as defined by Wisconsin Statute §19.35(2) applicable to this AGREEMENT for a period of not less than seven (7) years. DEVELOPER agrees to assist the CITY in complying with any public records request that they receive pertaining to this AGREEMENT. DEVELOPER agrees to indemnify and hold the CITY, their officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from DEVELOPER's actions or omissions which contribute to the Indemnified Party's inability to comply with the Public Records Law. In the event DEVELOPER decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the CITY whereupon the CITY shall take custody of said records assuming such records are not already maintained by the CITY. This provision shall survive termination of this AGREEMENT.

SECTION 3.10 Prevailing Wages. DEVELOPER shall pay all applicable prevailing wages as required by Wisconsin law.

ARTICLE IV

CITY OBLIGATIONS

SECTION 4.01 The CITY shall be responsible for the installation of sidewalk, curb and gutter and final street paving, which will not be constructed earlier than one (1) winter season following completion of the development project. The CITY will assess each property/lot owner the cost and expenses associated with these public improvements in accordance with CITY ordinances and state statutes, but not until at least eighty percent (80%) of the Development Improvements within Development Areas A and B have been constructed or January 1, 2017, whichever occur first.

SECTION 4.02 Provision of Tax Increment Financial Incentive. In order to induce

DEVELOPER to undertake the DEVELOPMENT within proposed TID #12, the DEVELOPER has requested and the CITY may be required to make available financial incentive to the DEVELOPER in a total amount not to exceed \$4 million, for the purpose of implementing the proposed TID #12 Project Plan and this AGREEMENT (the "CITY Contribution"). The CITY Contribution is made pursuant to Sections 66.1105(2)(f)1 of the Wisconsin Statutes, and shall be made available in the amount as follows:

SECTION 4.02.1 DEVELOPER agrees to advance funds for project costs, which the CITY shall reimburse through financial incentive under the terms of this AGREEMENT, with funds to be made available upon verification of the Tax Increment increase as defined herein.

SECTION 4.02.2

- PHASE I

- 16% of the Equalized Assessed Value (EAV) will be paid to the DEVELOPER for properties valued at \$170,000 or less.
- 18% of the Equalized Assessed Value (EAV) will be paid to the DEVELOPER for properties valued between \$170,000 and \$180,000.
- 19% of the Equalized Assessed Value (EAV) will be paid to the DEVELOPER for properties valued greater than \$180,000.

SECTION 4.02.3

- PHASE II

- 17% of the Equalized Assessed Value (EAV) will be paid to the DEVELOPER for properties valued at \$160,000 or less.
- 18% of the Equalized Assessed Value (EAV) will be paid to the DEVELOPER for properties valued between \$160,000 and \$170,000.
- 19% of the Equalized Assessed Value (EAV) will be paid to the DEVELOPER for properties valued greater than 170,000.

SECTION 4.02.4

- PHASE III

- 12.5% of the EAV

SECTION 4.02.5 A total amount not to exceed \$4 million of ACCUMULATED TAX INCREMENT may be distributed to the DEVELOPER according to the schedule set forth herein when and only when the threshold value of the Development Improvements reaches \$2.5 million. The threshold value will be the equalized assessed value of the project on January 1, 2012.

- For four years beginning in 2013, 25% of the Available Tax Increment

attributable to the Development Improvements will be distributed to the DEVELOPER payable on or before September 1 of each of the four years.

- Beginning in 2017 until termination of the City contribution, 80% of the Available Tax Increment attributable to the Development Improvements will be distributed to the DEVELOPER payable on or before September 1 of each year.

SECTION 4.02.6 CONDITIONS TO PAYMENT OF CITY CONTRIBUTION/SHORTFALL PROTECTION. If DEVELOPER has not constructed Development Improvement of a threshold EAV value of \$2.5 million or more before December 31, 2011, the CITY may delay the commencement of payment of the Performance Incentive until the year following the attainment of a threshold EAV of \$2.5 million, said EAV being measured as of January 1 of any particular year.

SECTION 4.02.7 If on or before January 1, 2016, the DEVELOPER has not completed Phase I, the DEVELOPER shall be required to pay in full, monies owed to the CITY for the purchase of Development Area "B."

SECTION 4.02.8 No City contribution to DEVELOPER provided for in this AGREEMENT shall be paid or deemed due and owing to DEVELOPER for any year in which any property tax pertaining to any portion of the Development Property which is under the ownership of the DEVELOPER, is not timely paid. In the event of any delinquency the CITY may give the DEVELOPER 30 days to cure. If the DEVELOPER fails to cure, the City contribution shall be withheld in that year. Nothing in this AGREEMENT shall in any way affect the City's right to enforce collection of property taxes in the manner provided by law.

SECTION 4.03 CERTIFICATION OF COMPLETION. Upon completion and review of the improvements of each phase by the CITY, the CITY shall provide the DEVELOPER with an appropriate recordable instrument certifying that the improvements have been made in accordance with this AGREEMENT and the project plans for each said phase and any amendment or modifications thereto.

SECTION 4.04 CITY PERFORMANCE SUBJECT TO REQUIRED GOVERNMENT APPROVALS. The DEVELOPER acknowledges that various of the specific undertakings of the CITY described in this AGREEMENT require approvals from the City's Common Council and/or Planning Commission as well as from governmental bodies external to the CITY, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's obligations are conditioned upon the obtaining of all such approvals in the manner required by law. The CITY cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain such approvals on a timely basis. DEVELOPER shall receive a reasonable extension on all time requirement deadlines set forth within this AGREEMENT due to approval delays by CITY.

SECTION 4.05 CITY REMOVAL OF SILOS. As and for additional consideration to DEVELOPER with respect to this AGREEMENT, CITY agrees that within one (1) year from the date of signing this AGREEMENT, CITY shall arrange for the removal of the two (2) silos within parcel Outlot 6 which lies adjacent to Development Area B ("Silo Parcel").

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

SECTION 5.01 Purpose. The parties acknowledge that the Development will require substantial financial resources. While each party is willing and prepared to perform its obligations hereunder, the parties recognize that each must begin its performance under this AGREEMENT and continue it up to the point of Closing without absolute assurance that the other will be able to raise and commit all the funds necessary for Closing.

SECTION 5.02 Conditions to DEVELOPER's Obligation to Close. DEVELOPER's obligation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

SECTION 5.02.1 The CITY, at its expense, causing Development Areas "A" and "B" to be split from Lot 2 of the Lake Park Villas subdivision and that part, if any, of Parcel #7-01722-00 comprising the Development Area via Certified Survey Map.

SECTION 5.02.2 As it relates to Development Area "C," DEVELOPER is not required to DEVELOP Development Area "C" unless and until CITY arranges for DEVELOPER to acquire Development Area "C" for not more than \$165,000.

SECTION 5.02.3 Creation of a Mixed Use Tax Incremental Financing District – Proposed TID#12 for twenty (20) years in duration.

SECTION 5.03 Pre-Closing Undertakings of the DEVELOPER. Prior to Closing, the DEVELOPER agrees that it shall:

SECTION 5.03.1 Financing Commitment. DEVELOPER shall obtain and provide to the CITY: (1) a written financial commitment from a conventional lender for Public and Private Infrastructure of Phase I / Development Area A of not less than \$_____, (2) written construction contract to construct and finance the Development, (3) other written proof of financial resources to construct the Development, or (4) any combination thereof. Said documents shall be acceptable in all respects to the CITY, in the sole and absolute discretion of the CITY Comptroller or other agent for the CITY. DEVELOPER shall have closed the loan, which is the subject of the financing commitment and in connection therewith, DEVELOPER shall have provided copies of the documents to be executed in connection with the construction loan to the CITY Comptroller. DEVELOPER shall provide to the CITY copies of all appraisals and market studies prepared in connection with the financial commitment.

SECTION 5.03.2 Prepare conceptual lot layouts and restrictive covenants for the Development which are acceptable to the CITY and DEVELOPER.

SECTION 5.03.3 Financial Statements. Within five (5) business days of the execution of this Agreement, DEVELOPER, Lexington Homes and Jeffrey Marlow shall have provided to the City Comptroller, audited financial statements (if available, and if audited financial statements are not available, financial statements in a form reasonably acceptable to the City Comptroller) for fiscal years 2009 and 2010 plus three years complete tax returns, including all schedules. The financial statements must show a financial condition acceptable to

the CITY, in the judgment of the CITY Comptroller.

SECTION 5.03.4 DEVELOPER shall at its expense have obtained all necessary approvals and permits necessary to undertake the Development, including but not limited to, site plan review, zoning approvals, and any other local, state or federal approvals or permits.

SECTION 5.03.5 Within 120 days of the execution of this AGREEMENT, DEVELOPER will, at its own cost and expense, prepare and file with the appropriate City offices, a Preliminary Plat pursuant to Sec. 14-1-4 of the City of Menasha Code of Ordinances. The Development Plan must allow for bike and pedestrian access to existing CITY bike / trail systems per map at Exhibit ____.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 6.01 DEVELOPER represents and warrants to and covenants with the CITY and the CITY represents and warrants to and covenants with DEVELOPER as respectively follows:

SECTION 6.02.1 Each of the parties will use its best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this AGREEMENT.

SECTION 6.01.2 Each party shall give any notices to, make any filings with, and use its best efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in this AGREEMENT.

SECTION 6.01.3 DEVELOPER shall not engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business and shall at its own cost and expense, maintain and preserve its business in accordance with prudent business practices.

SECTION 6.01.4 DEVELOPER will permit representatives of CITY (including legal counsel, accountants, inspectors and consultants) to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of DEVELOPER, to all premises, properties, personnel, books, records (including tax records), contracts, and documents of or pertaining to DEVELOPER's business.

SECTION 6.01.5 CITY represents and warrants it is a municipality, duly organized and validly existing under the laws of the state of Wisconsin.

SECTION 6.01.6 DEVELOPER represents and warrants it is a corporation, duly organized and validly existing under the laws of the state of Wisconsin.

SECTION 6.01.7 CITY and DEVELOPER have full power and authority to execute and deliver this AGREEMENT and to perform their obligations hereunder.

SECTION 6.01.8 The execution and delivery of this AGREEMENT, the consummation of the transactions contemplated in this AGREEMENT, and the

execution and delivery of the documents required to be executed, delivered or acknowledged by DEVELOPER at the closing will not violate any provision of DEVELOPER's articles or bylaws or any applicable statute, rule, regulation, judgment, order or decree of the state of Wisconsin or a court having jurisdiction over DEVELOPER or its properties.

SECTION 6.01.9 DEVELOPER represents and warrants it has timely filed all tax returns required by law, all tax returns of DEVELOPER are true and correct in all material respects, DEVELOPER has paid all taxes due, except those, if any, currently being contested by it in good faith.

SECTION 6.01.10 DEVELOPER represents and warrants there is no action, suit, proceeding, claim, arbitration against DEVELOPER, its activities or assets before any court or governmental agency except as disclosed in writing to CITY.

SECTION 6.01.11 DEVELOPER represents and warrants its balance sheets and statements of income provided for review hereunder are true, correct and complete, and fairly represent the financial condition of DEVELOPER at the date or dates therein indicated and the results of operations for the period or periods therein specified and that there has not been any Material Adverse Change since the Balance Sheet Date.

SECTION 6.01.12 The Representations and Warranties set forth herein shall be true and correct in all material respects at and as of the Closing Date.

SECTION 6.01.13 DEVELOPER shall have a continuing obligation to immediately report to the CITY Comptroller any material adverse changes in its financial condition to the CITY from the Date of Closing through completion of construction.

ARTICLE VII

POST-CLOSING OBLIGATIONS OF DEVELOPER

SECTION 7.01 DEVELOPER will, at its expense, cause the Development Area to be platted.

SECTION 7.02 Public Infrastructure. DEVELOPER shall in connection with and during the construction of the Development Area undertake at its expense, design and construction of Public Infrastructure in accordance with City of Menasha specifications as furnished to the DEVELOPER by the Menasha Department of Public Works. The Public Infrastructure shall be undertaken consistent with the overall schedule of construction for the Development Area and shall be completed upon substantial completion of the Development Area. The Public Infrastructure shall be funded solely by the DEVELOPER. DEVELOPER shall be responsible to ensure that Contractors installing such infrastructure comply with and pay prevailing wage rates as set forth by the Wisconsin Department of Workforce Development.

SECTION 7.03 DEVELOPER pledges that it shall complete the construction of the Public Infrastructure shown on [insert plan name] on or before December 31, 2017. In the event the public infrastructure has not been completed by that date, the parties may either agree to an extension, or the CITY may complete the public infrastructure and assess the costs of the public infrastructure against those portions of the Development Area that are benefitted.

SECTION 7.04 Dedication of Public Infrastructure. The DEVELOPER shall dedicate the Public Infrastructure to the CITY without cost to the CITY under the following terms. The CITY shall accept dedication of Public Infrastructure upon (a) receipt of As-Built Drawings, and (b) inspection and satisfaction of CITY staff that the Public Infrastructure was constructed in accordance with the as-built drawings; and (c) DEVELOPER's contractors execute a guarantee, in the form normally required by the CITY for similar work, guaranteeing the workmanship, adequacy and fitness for purpose of the Public Infrastructure for at least one (1) year after conveyance to the CITY.

SECTION 7.05 Maintenance of Private Infrastructure. The DEVELOPER shall be responsible for the cost of maintenance of the Private Infrastructure and Development Improvements.

SECTION 7.06 Failure to Dedicate Public Infrastructure. If the DEVELOPER does not timely dedicate the Public Infrastructure or the Public Infrastructure is not accepted by the CITY, the CITY shall give the DEVELOPER 30 days written notice to cure. Upon failure to cure the CITY may enter the Development Property and repair or reconstruct the Public Infrastructure to the CITY's satisfaction and assess the cost of the repair or reconstruction against benefitted properties or bring an action for specific performance or to otherwise compel compliance with this AGREEMENT.

SECTION 7.07 Except as may be mutually agreed by the CITY and DEVELOPER, the DEVELOPER will participate in FVHB Parade of Home events.

SECTION 7.08 DEVELOPER will initiate construction of at least ten (10) homes no later than September 1, 2011 in Development Area "A." with an expected completion date of May 1, 2012. Projected completion dates are estimated to be January 1, 2016 for Phase I, January 1 and 2020 for Phase II.

SECTION 7.09 Standards of Construction. DEVELOPER shall see to it that all infrastructure and improvements are constructed in a good and workmanlike manner and consistent with prevailing industry standards for high quality construction in the area of the CITY. DEVELOPER shall perform all work in compliance with applicable laws, regulations, ordinances and permits and DEVELOPER shall at its own cost and expense obtain all necessary permits and licenses for such development.

SECTION 7.10 If the DEVELOPER has not completed improvements on at least 75 % of the lots in Phase I by January 1, 2016, the CITY shall have the option to repurchase Development Area "B" (Phase II) for an amount of \$17,000 per acre.

ARTICLE VIII

BUDGET AND BUDGET RECONCILIATION; FINANCIAL REPORTS

SECTION 8.01 Attached hereto as **EXHIBIT** [insert] is the DEVELOPER's budget for the Development. The DEVELOPER agrees to maintain records such that its actual expenditures for the Development may be ascertained and reconciled against such budget. From time to time upon reasonable notice from the CITY, authorized representatives of the CITY, including the CITY Comptroller, shall be entitled to examine such records at the DEVELOPER's offices to verify construction costs during and after construction.

ARTICLE IX
ASSIGNMENT

SECTION 9.01 The rights, duties and obligations of the DEVELOPER hereunder may not be assigned by DEVELOPER without the written consent of the CITY to the assignment, which consent shall not be unreasonably withheld. Any assignee or purchaser or transferee of any portion of the Real Estate shall be bound by the terms and conditions of this AGREEMENT, which shall run with the land and be binding upon all such assignees, purchasers and transferees. Written evidence satisfactory to the CITY that such assignee or entity has agreed in writing to be bound by the terms of this AGREEMENT must be provided to the CITY. Any such sale, transfer or conveyance of any portions of the Real Estate shall not relieve the DEVELOPER of its obligations hereunder.

ARTICLE X
INDEMNITY

SECTION 10.01 DEVELOPER shall indemnify and hold harmless the CITY, its officers, employees and authorized representatives (Indemnified Party) from and against any and all liabilities, including, without limitation, remediation required by any federal or state agency having jurisdiction, losses, damages, costs and expenses, including reasonable attorney fees and costs, arising out of any third-party claims, causes of action, or demands made against or suffered by the Indemnified Party on account of this AGREEMENT, unless such claims, causes of action, or demands: (a) relate to the Indemnified Party failing to perform its obligations to DEVELOPER; or (b) arise out of any willful misconduct of the Indemnified Party. At the Indemnified Party's request, DEVELOPER shall appear for and defend the Indemnified Party, at DEVELOPER's expense, in any action or proceeding to which the Indemnified Party may be made a party by reason of any of the foregoing.

ARTICLE XI
NOTICES

SECTION 11.01 All notices, demands, certificates or other communications under this AGREEMENT shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, property addressed as indicated below:

To the DEVELOPER: The Ponds of Menasha, LLC
 1300 N. Kimps Court
 Green Bay, WI 54313

With a copy to:

To the CITY: City of Menasha, Wisconsin
 City Hall
 140 Main Street
 Menasha, WI 54952
 Attn: CITY Clerk

With a copy to:

Greg Keil, Community Development Director
City Hall
140 Main Street
Menasha, WI 54952

SECTION 11.02 Any party may, by written notice to the party (ies), designate a change of address for the purposes aforesaid.

ARTICLE XII

NONDISCRIMINATION

SECTION 12.01 In the performance of work under this AGREEMENT, the DEVELOPER agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

SECTION 13.01 ENTIRE AGREEMENT. This document contains the entire AGREEMENT between DEVELOPER and the CITY and it shall inure to the benefit of and shall be binding upon the parties hereto and the respective heirs, executives, successors and assigns. This AGREEMENT may be modified only by a written Amendment signed by the parties, which Amendment shall become effective upon the recording in the Office of Register of Deeds for the County.

SECTION 13.02 SURVIVAL OF WARRANTIES, REPRESENTATIONS AND AGREEMENTS. Any warranty, representation or AGREEMENT herein contained shall survive the Closing. Any provision of this AGREEMENT which has not been fully performed prior to transfer of possession shall not be deemed to have been terminate, but shall survive unless expressly waived in writing, and shall be in full force and effect until performed.

SECTION 13.03 DEFAULT. In addition to any remedies set forth within this AGREEMENT, the Parties shall have all rights and remedies available under law or equity with respect to said default. All remedies shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

SECTION 13.04 FAILURE TO ENFORCE NOT A WAIVER. Failure of the CITY to enforce any provision contained herein shall not be deemed a waiver of the City's right to enforce such provision or any other provision in the event of a subsequent default.

SECTION 13.05 NO SUBORDINATION. The CITY shall not subordinate any interest it has in this AGREEMENT for any reason, unless it is determined to be in the best interests of the CITY.

SECTION 13.06 MEDIATION OF DISPUTES REQUIRED. Except as expressly provided herein, prior to litigation and as a condition precedent to bringing litigation, any party

deeming itself aggrieved under this AGREEMENT shall be obligated to request nonbinding mediation of this dispute. Mediation shall proceed before a single mediator. In the event the parties cannot agree, the aggrieved party may then commence an action. However, the parties will be bound to agree to alternative dispute resolution as ordered by the Court.

SECTION 13.07 GOVERNING LAW. This AGREEMENT shall be governed by, enforced and construed in accordance with the domestic laws of the State of Wisconsin.

SECTION 13.08 COUNTERPARTS. This AGREEMENT may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 13.09 AMENDMENTS AND WAIVERS. No amendment of any provision of this AGREEMENT shall be valid unless the same shall be in writing and signed by CITY and DEVELOPER. No waiver by any party of any provision of this AGREEMENT or any default, misrepresentation, or breach of warranty shall be valid unless the same shall be in writing and signed by the parties making such a waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

SECTION 13.10 SEVERABILITY. If any provisions of this AGREEMENT shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

SECTION 13.11 RECORDING OF AGREEMENT. The parties hereto agree that the CITY may record this AGREEMENT or a memorandum of this AGREEMENT on the record title to the Real Estate. The DEVELOPER shall upon request of the CITY execute and deliver any such memorandum or other document in connection with such recording.

SECTION 13.12 NO PARTNERSHIP. This AGREEMENT specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.

SECTION 13.13 CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this AGREEMENT. In the event an ambiguity or question of intent or interpretation arises, this AGREEMENT shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this AGREEMENT.

SECTION 13.14 INCORPORATION OF EXHIBITS. The **EXHIBITS** identified in this AGREEMENT are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT, or caused it to be duly executed, as of the _____ day of _____, 2011

THE PONDS OF MENASHA, LLC

By: _____

By: _____

CITY OF MENASHA

By: _____
Donald Merkes, Mayor

Attest: _____
Deborah A. Galeazzi, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WINNEBAGO)

Personally came before me this _____ day of January 2011, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and the purposes therein intended.

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WINNEBAGO)

Personally came before me this _____ day of, the above named Donald Merkes, Mayor, and Deborah A. Galeazzi, City Clerk, of the City of Menasha, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and the purposes therein intended.

Notary Public, State of Wisconsin
My Commission: _____

Countersigned pursuant to §62.09(10) Wis. Stats.

APPROVED AS TO FORM:

City Comptroller

Pamela A. Captain, City Attorney

ORDINANCE O-2-11

AN ORDINANCE RELATING TO ADOPTION OF STATE FIRE PREVENTION CODES

Introduced by Ald. Wisneski and Zelinski (Recommendation of NMFR Joint Finance & Personnel Committee)

The Common Council of the City of Menasha does hereby ordain as follows:

SECTION 1: Amend Title 5, Chapter 3, SEC.5-3-1 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

CHAPTER 3

Fire Prevention Code; Hazardous Materials

SEC. 5-3-1 ADOPTION OF STATE CODES.

(a) The state codes listed in this section are hereby adopted by reference and made a part of the City Fire Prevention Code. For the purposes of this section, these provisions are adopted to enable the Fire Department to note any violations of such codes and to report those violations to the appropriate community service inspectors. The fire inspectors shall have the authority to cite such violations on fire inspections.

- ~~(1) General Hazard on Fire Prevention, Wisconsin Administrative Code, COMM chapter 14;~~
- ~~(2) Wisconsin Administrative Code, Wisconsin State Electrical Code, COMM Chapter 16;~~
- ~~(3) Elevator Code, Wisconsin Administrative Code, COMM chapter 18;~~
- ~~(4) Wisconsin Administrative Code, Wisconsin Commercial Building Code, COMM Chapters 61-65;~~
- ~~(5) General Orders on Existing Buildings, Wisconsin Administrative Code, COMM chapters 75 to 79;~~
- ~~(6) Historic Building Code, Wisconsin Administrative Code, COMM chapter 70;~~
- ~~(7) Flammable and Combustible Liquids Code, COMM 10.~~
- (1) Flammable, Combustible and Hazardous Liquids, Wisconsin Administrative Code, Chapter COMM 10.
- (2) Fire Prevention, Wisconsin Administrative Code, Chapter COMM 14;
- (3) Electrical, Wisconsin Administrative Code, Chapter COMM 16;
- (4) Elevators, Escalators and Lift Devices, Wisconsin Administrative Code, Chapter COMM 18;
- (5) Wisconsin Commercial Building Code, Wisconsin Administrative Code, Chapter COMM 61 – 66 and Appendices A and B;

(6) Buildings Constructed Prior to 1914, Wisconsin Administrative Code, Chapter COMM 75 – 79;

Overall enforcement responsibility for the provisions of subsections (3) through (6) above will be equally shared by the building inspector and the fire inspector. The building inspector has the primary responsibility during construction of the building while the fire inspector has primary responsibility after the building is completed. Primary responsibility for particular sections of the above provisions shall be as indicated in the Wisconsin Administrative Code.

(b) The International Fire Code ~~2006~~ 2009 Edition, hereinafter “IFC” is hereby adopted as though fully set forth herein, with the following exceptions:

(1) Section 105 “permits” of Chapter 1, “Administration.”

(c) ~~The following editions of the National Fire Protection Codes and Standards are hereby adopted by reference including but not limited to the current edition and made part of the City Fire Prevention Code with the same force and effect as though set forth herein in full:~~

~~NFPA 11, Low Expansion Foam
NFPA 11A, Medium and High Expansion Foam Systems
NFPA 12, Carbon Dioxide Extinguishing Systems
NFPA 12A, Halon 1301 Fire Extinguishing Systems
NFPA 13, Installation of Sprinkler Systems
NFPA 13D, Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes
NFPA 13R, Sprinkler Systems in Residential Occupancies up to and including Four Stories in Height
NFPA 14, Standpipe Private Hydrant and Hose Systems
NFPA 15, Water Spray Fixed Systems
NFPA 16, Deluge Foam Water Sprinkler Systems and Foam Water Spray Systems
NFPA 17, Dry Chemical Extinguishing Systems
NFPA 17A, Wet Chemical Extinguishing Systems
NFPA 20, Installation of Stationary Pumps
NFPA 24, Private Fire Service Mains
NFPA 25, Water Based Fire Protection Systems
NFPA 30, Flammable and Combustible Liquids Code
NFPA 30A, Motor Fuel Dispensing Facilities
NFPA 30B, Aerosol Products, Manufacture and Storage
NFPA 31, Installation of Oil Burning Equipment
NFPA 33, Spray Application Using Flammable or Combustible Materials
NFPA 34, Dipping and Coating Processes Using Flammable or Combustible Liquids
NFPA 50, Bulk Oxygen Systems at Consumer Sites
NFPA 50A, Gaseous Hydrogen Systems at Consumer Sites
NFPA 50B, Liquefied Hydrogen Systems at Consumer Sites
NFPA 51B, Welding, Cutting, Other Hot Work
NFPA 54, National Fuel Gas Code
NFPA 55, Compressed and Liquefied Gases in Portable Cylinders
NFPA 69, Explosion Prevention Systems
NFPA 72, National Fire Alarm Code
NFPA 80, Fire Doors and Fire Windows
NFPA 92A, Smoke Control Systems
NFPA 96, Ventilation Control and Fire Protection of Commercial Cooking Operations
NFPA 105, Smoke Control Door Assemblies
NFPA 204, Smoke and Heat Venting~~

~~NFPA 230, Storage, Fire Protection of Storage
NFPA 231D, Storage of Rubber Tires
NFPA 291, Fire Flow Testing and Marking of Hydrants
NFPA 329, Handling Releases of Flammable and Combustible Liquids and Gases
NFPA 385, Tank Vehicles for Flammable and Combustible Liquids, 2000 Edition;
NFPA 430, Liquid and Solid Oxidizers
NFPA 490, Storage of Ammonium Nitrate
NFPA 654, Prevention of Fire and Dust Explosions from Manufacturing Combustible
Particulate Solids
NFPA 1123, Fireworks Display
NFPA 1124, Fireworks and Pyrotechnic
NFPA 1126, Use of Pyrotechnics before a Proximate Audience
NFPA 1221, Communications, Emergency Services
NFPA 1961, Fire Hose
NFPA 1962, Care, Use, and Service Testing of Fire Hose Including Couplings and
Nozzles
NFPA 1963, Fire Hose Connections
NFPA 2001, Clean Agent Fire Extinguishing Systems~~

(c) NFPA (National Fire Protection Association) codes and standards as exist on January 1, 2011 are hereby adopted by reference and made a part of the City Fire Prevention Code with the same force and effect as though set forth herein in full, unless otherwise found to be in conflict with superseding state or local codes and/or standards.

(d) Any fire prevention ~~problem~~ concern not herein addressed by code or adopted standards will be addressed on the basis of current adopted International Fire Code and/or the aforementioned accepted National Fire Protection Association Standards.

SECTION 2: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this day of February, 2011.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

RESOLUTION R-5-11

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES FOR CLEAN WATER FUND LOAN PROGRAM

Introduced by Alderman Taylor

WHEREAS, the City of Menasha, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") as a public utility; and

WHEREAS, the Municipality plans to construct Phase 4 Wastewater Collection System Improvements (the "Project"); and

WHEREAS, the Municipality expects to receive a loan (the "Loan") from the State of Wisconsin Clean Water Fund Loan Program (the "Program") to finance the project and expects to issue tax exempt bonds (the "Bonds") to the Program in evidence of the Loan; and

WHEREAS, because the Loan will not become available prior to 2011, the Municipality must provide interim financing to cover costs of the Project incurred prior to receipt of the Loan; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis until the Loan becomes available and the Bonds can be issued.

NOW, THEREFORE, BE IT RESOLVED by the City of Menasha, Wisconsin, that:

Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$1,000,000.

Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Public Availability of Official Intent Resolution. This resolution shall be made available for public inspection at the City Clerk's office within thirty (30) days after its approval in compliance with applicable State law governing the availability of records of official acts including subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Effective Date. This resolution shall be effective upon its adoption and approval.

Passed and approved this day of , 2011

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

RESOLUTION R-6-11

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WISCONSIN STATUTES

Introduced by Alderman Taylor

RESOLVED, by the Common Council of the City of Menasha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following:

- A. Improvements
 - 1. Concrete Curb & Gutter Construction
 - 2. 4" Asphaltic Concrete Pavement Construction
 - 3. Concrete Walk
 - 4. Street Trees
 - 5. Various Associated Items

- B. Location of Improvements
 - 1. Ribblesdale Subdivision
 - 2. Woodland Hills Subdivision

2. The total amount assessed against such improvements shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under the police power, and the amount assessed against each parcel shall be on a cost per front foot, area, or unit cost basis.

3. That the assessment against any parcel shall be paid in accordance with Section 3-2-14 of the Menasha Municipal Code.

4. The Board of Public Works is directed to compile a report consisting of:

- A. Plans and Specifications of said improvements
- B. A summary of the allotted cost of the said improvements
- C. A schedule of proposed assessments showing the properties which are benefited by the improvement

Upon completing such report, the Board of Public Works is directed to file a copy thereof in the City Clerk's Office for public inspection.

5. Upon receiving the report of the Board of Public Works, the City Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes. The hearing shall be held in the Council Chambers at the City Hall at a time set by the City Clerk in accordance with Section 66.0703(7)(a), Wisconsin Statutes.

6. The notice and hearing requirements under paragraph 5 do not apply if they are waived, in writing, by all the owners of property affected by the special assessment, as specified in Section 66.0703(7)(b), Wisconsin Statutes.

Passed and approved this day of February, 2011.

Donald Merkes, Mayor

Attest: _____
Deborah A. Galeazzi, City Clerk



Memorandum

DATE: February 2, 2011

TO: City of Menasha Board of Public Works

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

RE: Preliminary Resolution for Special Assessments – Silver Birch Estates Subdivision

Silver Birch Estates Subdivision is located immediately west of Lake Park Road and south of Manitowoc Road in Calumet County. This area was annexed into the City of Menasha in 2007 and the City subsequently entered into a development agreement with the developer to stipulate how the infrastructure would be installed.

Part of the agreement stated that the City would front the cost of the infrastructure up to a maximum of \$500,000 with the developer reimbursing a proportionate part of the cost each time a lot was sold. The development agreement indicated there would be special assessments levied on each unsold lot as a means to guarantee payment of the infrastructure cost. In reviewing this project recently with Comptroller Stoffel, it was discovered the special assessments were calculated but never officially levied by the City.

The purpose of the attached resolution is to initiate the assessment procedure for the remaining unsold lots in Silver Birch Estates. The preliminary resolution identifies the public improvements, directs staff to prepare the assessment report for the affected properties, and to properly notice the affected property owners of the public hearing details, if required. The developer has signed a Waiver of Assessment Hearing indicating his approval with the assessments so there is no public hearing required, but we need to follow through with the assessment procedure. The developer indicated to me today they intend to continue paying their share as each lot is sold, but we still need to officially complete the levying of assessments.

Upon passage of the preliminary resolution, the final resolution will be presented to the Common Council for action which, if approved, will complete the process.

RESOLUTION R-7-11

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WISCONSIN STATUTES

Introduced by Alderman Taylor

RESOLVED, by the Common Council of the City of Menasha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following:

- A. Improvements
 - 1. Water Main Construction
 - 2. Sanitary and Storm Sewer Construction
 - 3. Grading and Graveling Streets
 - 4. Various Associated Items

- B. Location of Improvements
 - 1. Silver Birch Estates Subdivision

2. The total amount assessed against such improvements shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under the police power, and the amount assessed against each parcel shall be on a cost per front foot, area, or unit cost basis.

3. That the assessment against any parcel shall be paid in accordance with Section 3-2-14 of the Menasha Municipal Code.

4. The Board of Public Works is directed to compile a report consisting of:

- A. Plans and Specifications of said improvements
- B. A summary of the allotted cost of the said improvements
- C. A schedule of proposed assessments showing the properties which are benefited by the improvement

Upon completing such report, the Board of Public Works is directed to file a copy thereof in the City Clerk's Office for public inspection.

5. Upon receiving the report of the Board of Public Works, the City Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes. The hearing shall be held in the Council Chambers at the City Hall at a time set by the City Clerk in accordance with Section 66.0703(7)(a), Wisconsin Statutes.

6. The notice and hearing requirements under paragraph 5 do not apply if they are waived, in writing, by all the owners of property affected by the special assessment, as specified in Section 66.0703(7)(b), Wisconsin Statutes.

Passed and approved this day of February, 2011.

Donald Merkes, Mayor

Attest: _____
Deborah A. Galeazzi, City Clerk

From: Liz Derouin [mailto:DerouinL@mjsd.k12.wi.us]

Sent: Sunday, January 09, 2011 8:31 PM

To: Tasha Saecker

Subject: resignation

Hi Tasha,

I am regretfully sending you this notice of my resignation from the Library Board. As I looked at my calendar for the next 5 months I realized that I would only be able to make 1 meeting (March) and I feel it is not fair to you or the other board members for me to miss all those meetings. Family obligations come first in my life. I am happy to have been given the opportunity to serve on the Library Board for the past 2 1/2 years. I met some awesome people and learned a lot. I regretfully resign from the Library Board effective immediately.

Thank you,
Liz Derouin

Don Merkes

From: Mary Crawmer [CrawmerM@mjsd.k12.wi.us]
Sent: Friday, February 11, 2011 7:31 AM
To: Don Merkes
Subject: Interest in Library Board

Good Morning, Mayor Merkes. I was contacted by Jill Enos regarding becoming a member of the board for the Menasha Public Library. I am thrilled by the possibility because I have been a patron and fan of the Menasha Public Library for years. Menasha Library is well known throughout our area of Wisconsin as being an innovative library with a helpful and well-informed staff and I would relish the opportunity to be a part of that forward progress. As the Spanish translator/interpreter for Menasha schools, I think I could be useful in helping the library to reach out to even more Latino families in our area. Please consider approving my request to become a member of the board for the Menasha Public Library.

Warm regards,
Mary E. Crawmer
Spanish translator/interpreter
Menasha Joint School District
(920) 967-1402, ext. 1402
Cell phone: (920) 209-9607