

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, October 17, 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, 10/3/11](#)
 - b. [Administration Committee, 10/5/11; Special meeting](#)
 - c. [Board of Public Works, 10/3/11](#)
 - d. [Information Technology Steering Committee, 9/27/11](#)
 - e. [NM Fire Rescue, Joint Finance & Personnel Committee; 10/10/11](#)
 - f. [Plan Commission, 10/4/11](#)
Communications:
 - g. [Ald. Sevenich; 10/12/11; Rally at Menasha Post Office](#)
 - h. [CA/HRD Captain, 10/6/11; Police Chief Position](#)
 - i. [Customers First! Newsletter, *The Wire*, October 2011](#)
 - j. [Letter to Legislation; 10/5/11; Resolution opposing USPS transfer of carrier routes](#)
 - k. [PRD Tungate, 10/13/11; Update on New Eastside Neighborhood Park](#)
 - l. [Menasha Historical Society Newsletter, October 2011](#)
 - m. [East Central WI Regional Planning Commission, 10/13/11; Province Terrace Trail](#)
 - n. [Resident Jack Fry, 10/13/11; Trail Grant](#)
 - o. [Resident Mary Nebel, 10/10/11; Trail Grant](#)
 - p. [Resident Sadie Schroeder, 10/10/11; Trail Grant](#)
 - q. [Mayor Merkes, 10/11/11; Trail usage information](#)
 - r. [Public Works Facility, September 2011 Disposal Violations](#)
 - s. [WI Dept. of Administration, 10/10/11; Final estimates of population for City of Menasha](#)
- 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, 10/3/11](#)
 - 2. [Special Common Council, 10/10/11](#)
Administration Committee, 10/3/11; recommends approval of:
 - 3. [Joint Powers Agreement, Winnebago County Emergency 911 System, Dec. 1, 2011 -Nov. 30, 2012, and authorize signature](#)

G. CONSENT AGENDA, continued

Board of Public Works, 10/3/11; recommends approval of:

4. [Payment – ACC Planned Service; Contract No. 2011-01; Public Protection Facility HVAC Equipment Replacement; \\$58,166.08 \(Payment No. 2\)](#)

Plan Commission, 10/4/11; recommends approval of:

5. The sale of the Melissa Street Substation and grant of easement to WPPI as described in Items 6 & 7 below.
6. [The certified survey map creating the Melissa Street Substation parcel](#)
7. [The ingress/egress easement to the Melissa Street Substation](#)

NM Fire Rescue Joint Finance & Personnel Committee, 10/10/11; recommends approval of:

8. Approval of the donation of the ambulance from Gold Cross Ambulance to Neenah-Menasha Fire Rescue, and approved appropriate costs for maintenance and repainting, for use by their Dive Team

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 10/6/11 to 10/13/11 in the amount of \\$ 515,627.68](#)
2. [Counter-Offer No. 2, Riverside Builders Inc \(Dr. Vernon Larsen\), lots at 81 & 87 Racine Street and 504 Broad Street](#)
3. Approval of solar project for Fire Station 36
4. [Authorization to Execute WisDOT State/Municipal Agreement for a Local Transportation Enhancement Project – Province Terrace Trail](#)

J. ORDINANCES AND RESOLUTIONS

1. [O-14-11 An Ordinance Relating to Regulation of Firearms and Explosives](#)(Recommended by Administration Committee)(2nd Introduction)(Introduced by Mayor Merkes)
2. [O-15-11 An Ordinance Relating to Carrying Concealed Weapons](#)(Recommended by Administration Committee)(2nd Introduction)
3. [Substitute Amendment #1 to O-15-11-An Ordinance Relating to Carrying Concealed Weapons](#) (Introduced by Ald. Englebert)
4. [O-16-11 An Ordinance Relating to Disorderly Conduct](#)(Recommended by Administration Committee) (2nd Introduction) (Introduced by Mayor Merkes)
5. [O-17-11 An Ordinance Relating to Council Procedures \(Introduced by Ald. Taylor\)\(Recommended by Administration Committee\)\(2nd Introduction\)](#)
6. [O-18-11 An Ordinance Amending Section 2-1-1 of Municipal Code \(Wards Boundaries\)](#)(Introduced by Ald. Krueger, recommended by Administration Committee, 1st Introduction)
7. [O-19-11 An Ordinance Amending Section 2-1-2 of Municipal Code \(Aldermanic Districts\)](#) (Introduced by Ald. Krueger, recommended by Administration Committee, 1st Introduction)
8. [R-37-11 - Resolution authorizing the issuance and sale of up to \\$872,956 sewerage system revenue bonds, series 2011, and providing for other details and covenants with respect thereto, and approval of related \\$872,956 financial assistance agreement \(Introduced by Mayor Merkes\)](#)
9. [R-38-11 - Resolution authorizing the issuance and sale of up to \\$233,307 water system revenue bonds, series 2011, and providing for other details and covenants with respect thereto, and approval of related \\$259,230 financial assistance agreement \(Introduced by Mayor Merkes\)](#)

K. APPOINTMENTS

1. [Accept resignation letter from Paul Brunette from the Library Board](#)
2. Mayor's appointment to the Library Board
 - a. [Becky Nichols, 402 Elm St., for the term of October 17, 2011 – July 1, 2013](#)
3. Mayor's appointment to the Board of Review
 - a. Patricia Rudolph, 1605 Northridge Ct., for the term of October 17, 2011 to July 1, 2016

- L. HELD OVER BUSINESS
- M. CLAIMS AGAINST THE CITY
- N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA
(five (5) minute time limit for each person)
- O. ADJOURNMENT

MEETING NOTICE

Common Council Budget Review Meetings – November 2, 3, 9, 14 at 5:00 PM

**Monday, November 7, 2011 -Regular Common Council Meeting –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
October 3, 2011
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Klein at 6:43 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Zelinski, Benner, Klein, Taylor, Sevenich, Langdon, Krueger

EXCUSED: Alderman Englebert

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, Acting PC Brunn, FC Auxier,
DPW Radtke, CD Keil, C/T Stoffel, Clerk Galeazzi, and the Press

C. MINUTES TO APPROVE

1. Administration Committee, 9/19/11

Moved by Ald. Zelinski, seconded by Ald. Krueger to approve minutes.

Motion carried on voice vote.

D. ACTION/DISCUSSION ITEMS

1. Joint Powers Agreement, Winnebago County Emergency 911 System, Dec. 1, 2011 -
Nov. 30, 2012, and authorize signature.

Moved by Ald. Sevenich, seconded by Ald. Langdon to forward to Common Council
General discussion ensued on the cost to upgrade the portable radio equipment with the
new radio system.

Motion carried on voice vote.

2. Collateral Assignment of Development Agreement Rights of Lender in the Event of
Reversion of Title between the Ponds of Menasha, LLC, Community First Credit
Union and City of Menasha

Ald. Taylor requested to go into Closed Session and take up items 3 and 4 first.

Chairman Klein asked if no objection to move this item to the end of the meeting and take up items
3 and 4 first.

When asked about going into Closed Session, CA/HRD Captain explained the Committee
could adjourn into Closed Session, but they could not come back into Open Session unless
it is listed on the agenda. Also, to recess would need to be listed on the agenda.

Moved by Ald. Klein, seconded by Ald. Taylor to hold this item.

Item held.

3. O-18-11 An Ordinance Amending Section 2-1-1 of Municipal Code (Wards Boundaries)

Moved by Ald. Krueger, seconded by Ald. Langdon to forward to Common Council

Motion carried on voice vote.

4. O-19-11 An Ordinance Amending Section 2-1-2 of Municipal Code (Aldermanic Districts)

Moved by Ald. Krueger, seconded by Ald. Langdon to forward to Common Council

Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Taylor, seconded by Ald. Langdon to adjourn at 6:56 p.m.

Motion carried on voice vote.

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

CITY OF MENASHA
SPECIAL ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
October 5, 2011
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Klein at 5:00 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Klein, Taylor, Sevenich, Langdon, Krueger, Zelinski

EXCUSED: Alderman Englebert

ALSO PRESENT: CA/HRD Captain, CDD Keil, C/T Stoffel, Clerk Galeazzi and the Press.

C. ACTION/DISCUSSION ITEMS

Moved by Ald. Taylor, seconded by Ald. Krueger to move to item C5.

Chairman Klein stated no objection, the Committee would take up item C5 first.

5. Update regarding Development Agreements with Cypress Homes and Realty, Inc and The Ponds of Menasha, LLC.

CA/HRD Captain explained the changes made to the final Development Agreement with The Ponds of Menasha LLC from the original agreement that was approved by the Common Council on March 24, 2011. The final agreement was sign by both parties on Sept. 7, 2011. Some date changes were necessary because of delays on the part of the City. Some changes were made for clarification purposes and some changes were to be consistent with the approved Certified Survey Maps.

Lengthily discussion occurred on changes.

CA/HRD Captain gave an updated on the changes to the Development Agreement with Cypress Homes and Realty Inc. The date changes were necessary to be in line with the date the agreement was signed. The other changes were to be consistent with the approved Certified Survey Maps.

1. Motion to Reconsider the hold vote on the Collateral Assignment of Development Agreement Rights of Lender in the Event of Reversion of Title between the Ponds of Menasha, LLC, Community First Credit Union and City of Menasha.
(Collateral Assignment)

Moved by Chairman Klein, seconded by Ald. Krueger to reconsider the hold vote on the Collateral Assignment of Development Agreement Rights of Lender in the Event of Reversion of Title between the Ponds of Menasha, LLC, Community First Credit Union and City of Menasha. (Collateral Assignment)

Motion carried on roll call 7-0.

C. ACTION/DISCUSSION ITEMS cont'd.

2. Collateral Assignment

CA/HRD Captain explained the Collateral Assignment states the Ponds of Menasha LLC assigns to Community First Credit Union for collateral purposes only as security for a loan the right, title and interest to certain incentive and performance payment due the Ponds of Menasha LLC as per the development agreement.

General discussion occurred.

Moved by Ald. Sevenich, seconded by Ald. Benner to recommend to Common Council the Collateral Assignment of Development Agreement Rights of Lender in the Event of Reversion of Title between the Ponds of Menasha, LLC, Community First Credit Union and City of Menasha.

Motion carried on roll call 7-0.

3. Possible Adjournment into Closed Session pursuant to Sec. 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Collateral Assignment)

No action needed.

4. Return to Open Session to act on items discussed in Closed Session

No action needed.

D. ADJOURNMENT

Moved by Ald. Sevenich, seconded by Ald. Langdon to adjourn at 7:26 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
October 3, 2011
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 6:59 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Zelinski, Benner, Klein, Taylor, Sevenich, Langdon, Krueger

EXCUSED: Alderman Englebert

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, Acting PC Brunn, FC Auxier,
DPW Radtke, CDD Keil, PRD Tungate, C/T Stoffel, Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. September 19, 2011

Moved by Ald. Krueger, seconded by Ald. Langdon to approve minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. Payment – ACC Planned Service; Contract No. 2011-01; Public Protection Facility
HVAC Equipment Replacement; \$58,166.08 (Payment No. 2)

DPW Radtke explained the project is almost complete. They are waiting on the final testing.

Moved by Ald. Krueger, seconded by Ald. Langdon to forward to Common Council.

Motion carried on voice vote.

2. Authorization to Execute WisDOT State/Municipal Agreement for A Local Let
Transportation Enhancement Project – Province Terrace Trail

Staff explained the 80/20 cost share grant is to be used to link the current trail on Province Terrace to the Friendship Trail at STH 10 and 114. This will allow for an important north-south trail connection. Most of the trail will be going through City owned property; however there will need to be some land acquisition. City's portion of the cost will come from the labor being done by City crews and from TIF 9. There may be some donations from local organizations.

Lengthily debate ensued on concerns of using TIF funds; the need to have trails; possible moving the trail; maintenance of the trail; the importance of connecting both sides of the City.

Moved by Ald. Sevenich, seconded by Ald. Benner to forward to Common Council.
Motion failed on roll call 3-4.

Ald. Taylor, Sevenich, Benner – yes

Ald. Klein, Langdon, Krueger, Zelinski – no

E. ADJOURNMENT

Moved by Ald. Zelinski, seconded by Ald. Langdon to adjourn at 8:11 p.m.

Motion carried on voice vote.

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

**City of Menasha
Information Technology Steering Committee
Gegan Room
Menasha Public Library
Tuesday, September 27, 2011
3:30 P.M.
Minutes**

A. Call to Order

Meeting called to order at 3:40 PM by ITMgr Lacey.

B. Roll Call/Excused Absences

Present: COMP Stoffel, IPC Brunn, ITMgr Lacey, PHD Nett, PP Homan and PWD Radtke

Excused: VICE-CHAIRMAN Benner

Also Present: MAYOR Merkes, ITSupv James, LD Lenz and Mr. Larry Schmitz of Common Sense Solutions LLC.

C. Minutes to Approve – Approval of Minutes of June 14, 2011 IT Steering Committee meeting.

Motion by PHD Nett, seconded by ITMgr Lacey to approve the minutes of the June 14, 2011 IT Steering Committee meeting as submitted. Brief discussion concerning Personnel Department's ability to devise a form to be used by the IT Department to add/remove employees to City network. MAYOR Merkes will follow up on this concern. Motion carried.

D. Public Comments on any matter of concern to this Agenda
(Five (5) minute time limit for each person)

NONE

E. Report of Department Heads/Staff/Consultants – Committee monthly update on status of projects/operations/costs

ITMgr Lacey reviewed with the Committee the monthly report. Budget used through end of August is 48%, development of the city-wide data base has been slow, Cartegraph software should be in service during the fourth quarter of 2011.

Because of the delay in deploying Cartegraph, a request was made to have reduced maintenance fees for 2011; this was not accepted by the company. The IT Department is using a new application to record hardware inventory, software inventory on individual PCs, remotely push out new applications and record, prioritize, track and report completion of problems brought to the attention of the IT Staff. The new intern is working out very well and has helped the department catch up on a number of projects.

F. ACTION ITEMS – (1) Committee discussion and action on recommending 2012 Information Technology Budget request to Mayor

ITMgr Lacey presented his 2012 budget request to the Committee. He explained that the request included a $\frac{3}{4}$ time position for IT with the remaining $\frac{1}{4}$ allocated to the Finance Department. He reviewed each area of the budget, explaining what it was, which department was requesting the hardware or software and how much it would cost. Committee members made some inquiries concerning the items being requested, mostly concerning the surveillance cameras at the Public Works Facility. Motion by COMP Stoffel, seconded by IPC Brunn to recommend the 2012 IT Department budget as presented be forwarded to the Mayor for his review. Motion carried.

ACTION ITEMS – (3) Committee discussion and action on next IT Steering Committee meeting date – October 11th, second Tuesday

Motion by ITMgr Lacey, seconded by COMP Stoffel to schedule the next regular IT Steering Committee meeting for November 8, 2011, second Tuesday of the month. Motion carried.

G. ADJOURNMENT

Motion by PP Homan, seconded by PWD Radtke to adjourn. Motion carried. Meeting adjourned at 5:02 PM.

Respectfully submitted,

Thomas Stoffel
Committee Secretary

Neenah-Menasha Fire Rescue
Joint Finance & Personnel Committee Meeting Minutes
October 10, 2011 – 5:30 p.m.
1st Floor Conference Room – City of Menasha

Present: Ald. Sevenich, Krueger, Klein, Ahles, Stevenson and Ramos.

Also Present: Chief Auxier, Director Easker, City Attorney Godlewski, City Attorney Captain and Office Manager Theisen.

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

Public Forum: There were no members of the public present.

Approval of Meeting Minutes: The Committee reviewed the meeting minutes from September 20, 2011. **MSC Ahles/Krueger to approve the September 20, 2011 meeting minutes, all voting aye and Ald. Ramos abstained.**

Budget Reports: The Committee reviewed the September 2011 budget report. **MSC Ramos/Ahles to approve the September 2011 budget report and place on file, all voting aye.**

Monthly Activity Reports: The Committee reviewed the September 2011 activity report. Chief Auxier did note that we are 110 runs ahead of last year at this time. He also noted that when reviewing the numbers from the past four years the activity has steadily increased over the last four years. **MSC Stevenson/Krueger to approve the September monthly activity report and place on file, all voting aye.**

Review of 2012 Budget: Chief Auxier stated he talked to both Mayors and they were unable to have their budget recommendations available for this meeting. He noted that he is working with the Mayors to remove some capital expenditures in 2012 and push those back to future years to help save money in the 2012 budget. It was noted that the 2012 budget, with the Mayor's recommendations, will be reviewed at the meeting on October 25, 2011.

5:35 p.m. CA Godlewski entered the meeting.

Radio Update: Chief Auxier said Motorola did do testing with Outagamie and Winnebago Counties. The testing has been completed and the issues have been resolved for simulcast dispatching.

Automatic Aid Update: Chief Auxier noted that the updated MDC's have been purchased and installation will begin tomorrow. Once these are installed, and with the radio issues being fixed, we will be able to move forward with the AVL dispatch with Appleton Fire Department. Ald. Krueger asked the projected timeline. Chief Auxier said it should be done by the end of this week. Ald. Krueger asked if we would be able to obtain reports that show the call volumes between the two Cities. Chief Auxier confirmed that we will be able to do that.

Donation of Ambulance From Gold Cross Ambulance: Chief Auxier said Gold Cross Ambulance has approached us and is looking to donate one of their old ambulances to us for our Dive Team. The thought was if we moved forward with accepting this donation we could keep all of the equipment in the ambulance and this could also be used as a changing area, warming area for our members and it would be used to pull the boat for water rescue calls. Information was handed out to the Committee members regarding this vehicle. Chief Auxier noted that he asked Rick Spoo from Neenah City Garage, and our mechanics to look over the vehicle to see what items may have to be fixed. Information was handed out that showed what items do need to be fixed and the estimated costs for this. Estimated cost would be around \$2,000. It would be to put in new batteries, add a trailer hitch and some cooling changes so it can tow the boat. The vehicle would need to be repainted and this would be around \$3,000 - \$4,000. Total estimated costs would be around \$6,000. The recommendation by Rick Spoo and the mechanics is that there is a lot of life left in the ambulance and felt the investment we would have to make to get the vehicle ready for use would be a good thing for us. He also noted that the suburban that currently tows the boat would be removed from towing the boat and used as an Inspector's Vehicle. If we do this, it would be a safer vehicle for the Inspectors to respond to emergency incidents and we do not have to replace the inspector's vehicle (small Saturn car) as it is budgeted in the current capital expenditures. Due to many electrical issues with the current Inspector's Vehicle (Saturn) we were looking at replacing this vehicle in 2012. Ald. Klein asked if there is room for Dive Team members to be seated in the vehicle for calls. Chief Auxier stated there are seatbelts and it could carry members of the Dive Team for calls, along with towing the boat. Ald. Ahles asked if we could take it onto the ice. Chief Auxier said we do not take any vehicles onto the ice. Ald. Krueger said he thought this is a great idea and saves us money from purchasing a new vehicle. Chief Auxier said we would use a combination of Dive Team donations and maintenance funds in our existing budget for the money we would need to spend on the vehicle. Ald. Ahles said we should find out what the cost of the ambulance is and what the cost of potential replacement of this vehicle is in the future so this can be planned for. He noted that a vehicle for the Dive Team was not part of an original discussion when we did look at putting together the Dive Team. It is estimated that this vehicle is to last 10-15 years due to the limited amount of miles of our usage. **MSC Ald. Krueger/Ramos recommends the City of Neenah and City of Menasha Common Council's approve the donation of the ambulance from Gold Cross Ambulance to Neenah-Menasha Fire Rescue, and approved appropriate costs for maintenance and repainting, for use by their Dive Team, all voting aye.**

The open session meeting was adjourned at 6:00 p.m.

Respectfully Submitted,

Al Auxier
Chief

AA/tt

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
October 4, 2011
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 3:33 p.m. by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Commissioners Sturm, Schmidt, Cruickshank, DPW Radtke, and Ald. Benner

PLAN COMMISSION MEMBERS EXCUSED: None

PLAN COMMISSION MEMBERS ABSENT: None

OTHERS PRESENT: CDD Keil and PP Homan

C. MINTUES TO APPROVE

1. **Minutes of the August 16, 2011 Plan Commission Meeting**

Motion by Comm. Cruickshank, seconded by Ald. Benner to approve the August 16, 2011 Plan Commission meeting minutes as corrected.

The motion carried.

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

1. No one spoke.

E. DISCUSSION

1. None

F. ACTION ITEMS

1. **Sale of Melissa Street Substation to WPPI**

CDD Keil stated that this CSM was created to effectuate the transfer of city owned land commonly referred to as the Melissa Street Substation within the grounds of the Menasha Public Works Facility to Wisconsin Public Power, Inc. (WPPI). This transfer is part of the lease-purchase agreement between the city and WPPI as related to the electric distribution assets of Menasha Utilities. Commissioners discussed:

- The area contained within the parcel created by the CSM and its relationship to the remainder of the PWF site.
- The need for and purpose of the site.
- The impact of the land division on PWF operations (It is not anticipated that the transfer will have any material impact on operations).

Motion made by Ald. Benner, seconded by Comm. Cruickshank to recommend approval of the sale of the Melissa Street Substation to WPPI.

The motion carried with Comm. Sturm abstaining.

2. **Certified Survey Map Creating Melissa Street Substation Parcel**

Motion by Ald. Benner, seconded by Comm. Schmidt to recommend approval of the CSM creating the Melissa Street Substation parcel.

The motion carried.

3. **Grant of Easement to WPPI for Access to Melissa Street Substation**

Motion by Ald. Benner, seconded by Comm. Cruickshank to recommend approval of the ingress/egress easement to the Melissa Street substation.

The motion carried.

G. ADJOURNMENT

Motion by Ald. Benner, seconded by Comm. Sturm to adjourn at 3:55 p.m.

The motion carried.

Minutes respectfully submitted by Greg Keil, CDD.

From: Stanley Sevenich [stan7nick@sbcglobal.net]
Sent: Wednesday, October 12, 2011 11:02 AM
To: James Taylor; Karen Seifert; Jan Wianecki / Bayer; Jef; Jim Lundstrom; Ann Lepore; Brandon Kielcheski; Brian Varga; Carol Briggs; Craig Bayer; Jeffrey S. Brandt; Carla; Chip Coenen; Geoffrey Cook; Debbie Galeazzi; Don Merkes; Greg M. Keil; Kristi Heim; Cari Lendrum; Mike King; Mayer, Laurie; Mike Norton; Monica Taylor; Nick Piergrossi; Sue Pawlowski
Subject: Fw: Rally To Save Menasha Post Office
Attachments: fox11online-topstories.8.gif; Resolution R-36-11 .pdf

Please let everyone know.

THANKS!

Stan

----- Forwarded Message -----

From: Michael Taylor <michael22taylor@gmail.com>
To: Brian Kerhin <Brian.Kerhin@wluk.com>
Cc: Stan Sevenich <stan7nick@sbcglobal.net>
Sent: Wed, October 12, 2011 10:44:44 AM
Subject: Re: Rally To Save Menasha Post Office

While we are all aware of the financial problems facing the USPS and pending cut-backs to service and locations, the USPS recently implemented the transfer of carriers from the Menasha Post Office to the Neenah Post Office - even though the Neenah location is smaller in square footage than the Menasha location, the Neenah location is leased while the Menasha location is owned by the USPS, among other things.

This change currently keeps the windows open, however, many believe it will only be a matter of time before the the Menasha location many be closed permanently. The loss of the Menasha Post Office will have a detrimental affect on the City in terms of attracting/retaining business, but also on the community as a whole and identity. We are asking for a review of the decision, and the logistics behind the choice to move carriers from the Menasha facility to Neenah. YET - we in no way promote the closing of the Neenah facility for the same reasoning behind any potential closure facing Menasha.

Attached is a resolution recently passed by the Menasha Common Council.

Please contact Stan Sevenich, Council President, who authorized the Resolution (stan7nick@sbcglobal.net).

Mike Taylor
Vice Commander - American Legion
Menasha Council Member

On Wed, Oct 12, 2011 at 7:14 AM, Brian Kerhin <Brian.Kerhin@wluk.com> wrote:
Thanks. We will add it to the list of possible stories to cover.

Brian Kerhin
Assignment Manager
WLUK-TV FOX 11
787 Lombardi Avenue
Green Bay, WI 54304
office: (920) 490-1407
brian.kerhin@wluk.com
<http://www.fox11online.com>

A Rally will be held **Saturday, October 22, 2011 @ 12:30 p.m.** at the steps of the Menasha Post Office (Racine Street) to show support to keep the postal carriers on-site, and to bring attention to the possible future closure of the Menasha Post Office.



MEMORANDUM

Date: October 6, 2011

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

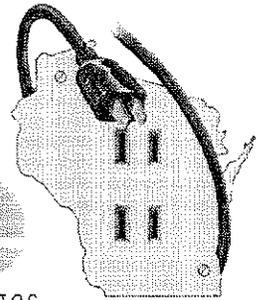
RE: Police Chief Position

This is sent to keep you apprised of the progress of the Board of Police Commissioners in its selection of a new chief of police for the City of Menasha. Of the twenty-six applicants, nine were invited to an initial interview with the Police Commission. Eight persons interviewed. The Police Commission has selected three finalists for further consideration for the position. The finalists are William J. Rutten, Timothy J. Styka, and Gary L. Wiczorek.

A Coalition
to preserve
Wisconsin's
Reliable and
Affordable
Electricity

Customers First!

the Wire

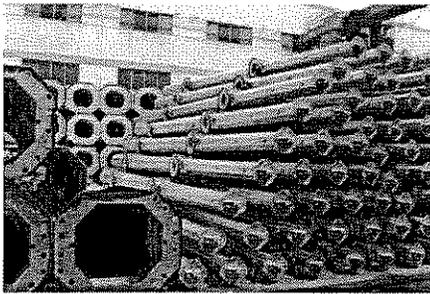


Plugging you in to electric industry changes

608/286-0784 • P.O. Box 54 • Madison, WI 53701 • www.customersfirst.org • OCTOBER 2011 • Vol. 16, No. 10

Seven projects, five states, \$4 billion

Duke-American Transmission Company (DATC), formed earlier this year to—in the company's words—"plan and develop strategic transmission projects across the U.S. and Canada," rolled out its first major initiative last month. The Waukesha and North Carolina-based joint venture is calling for seven new transmission lines spanning the Midwest at an estimated cost of \$4 billion.



According to the company's announcement in mid-September, the projects in five states will "fill gaps in the existing transmission grid, improve electric system reliability and market efficiency, provide economic benefits to local utilities and enable increased delivery of high-quality renewable resources."

That last part—the delivery of primarily wind energy from the Plains States to population centers in the East—has at least theoretically been the main impetus behind a major transmission build-out under discussion by state and federal regulatory officials for the past several years.

Among issues driving the discussion has been the level of benefit to be derived by customers in any given state; that is, whether the power being transported through their areas

helps meet their direct needs and, accordingly, how the costs of the new infrastructure are allocated.

DATC has proposed the projects to regional transmission organizations serving an area that stretches all the way from Manitoba to the East Coast, though the projects would be built in just five states: Illinois, Indiana, Iowa, Ohio, and Wisconsin.

Project sizes range from just 65 miles to almost 700. They include more than

1,300 miles of 345-kilovolt lines—equivalent to the biggest transmission lines currently operating in Wisconsin—and 550 miles of 500-kilovolt direct-current lines. Construction is planned over a 10-year period.

DATC said it would soon begin meeting with local utilities, regulators, and other public officials in the five affected states to spell out its plans. 💡

Electricity sales-tax exemption proposed

Wisconsin residents currently don't pay sales tax on electricity or natural gas purchased for residential use during the cold-weather months. Now a bill pending in the State Assembly would extend the exemption year-round.

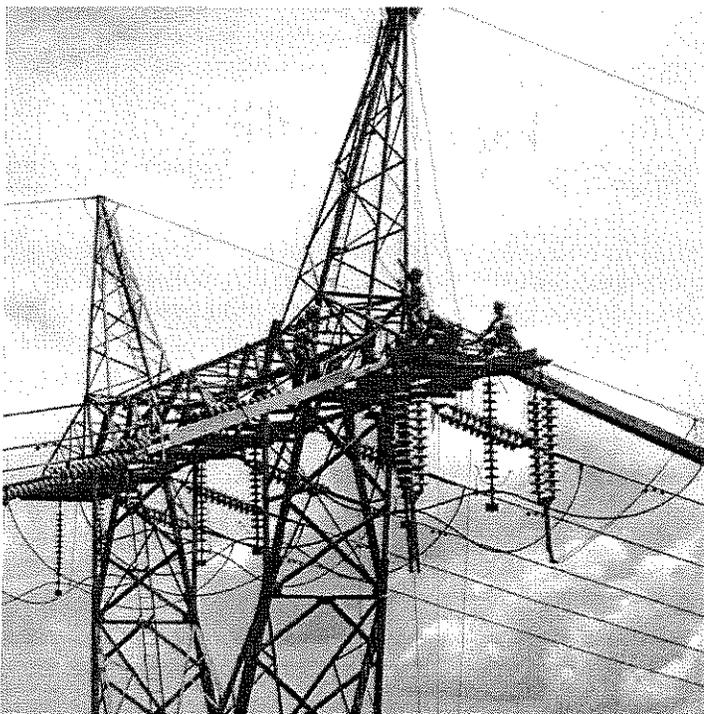
The proposal was introduced at the end of August by State Rep. Joel Kleefisch (R-Oconomowoc) and six other lawmakers.

Current Wisconsin law provides such an exemption from November through April. Assembly Bill 238 specifies that the tax does not apply regardless of when the energy is purchased.

The bill was referred to two committees: Assembly Energy and Utilities and the Joint Survey Committee on Tax Exemptions. A fiscal estimate produced late last month by the Department of Revenue projects that state and local governments would forego a total of \$88 million in tax collections annually as a result of extending the exemption for the additional six months. 💡

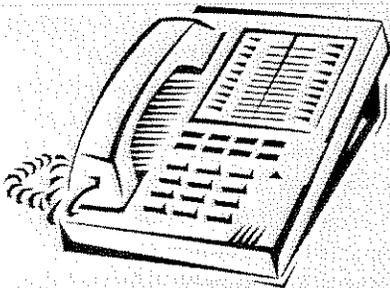


Rep. Kleefisch



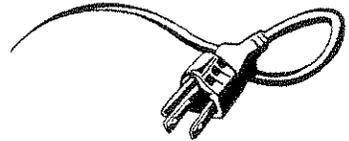
THE WIRE is a monthly publication of the *Customers First!* Coalition—a broad-based alliance of local governments, small businesses and farmers, environmental groups, labor and consumer groups, retirees and low-income families, municipal electric utilities, rural electric cooperatives, wholesale suppliers, and an investor-owned utility. *Customers First!* is a coalition dedicated to preserving Wisconsin's reliable and affordable electricity.

If you have questions or comments about THE WIRE or the *Customers First!* Coalition, please call 608/286-0784.



KEEPING CURRENT

With CFC Executive Director Matt Bromley



The Associated Press recently published an interesting article about the demand for electricity in American households. The article described how even though the average home is bigger and contains more electronic devices, like cell phones, Digital Video Recorders (DVR), high definition TVs, and computers, all plugged into our homes' outlets, residential electricity use is leveling off. The AP writer cites experts at the Electric Power Research Institute—a utility-funded, non-profit research organization—who predict residential power demand to decline by 0.5 percent a year over the next 10 years. This would be quite a reversal from the previous 30 years, when demand rose by about 2 to 2.5 percent annually.

What's behind this drop? It's likely a combination of things that when taken as a whole shouldn't be too surprising. Reduced household income from the economic recession certainly makes people more conscious of conserving energy and saving a few bucks on monthly utility bills. And the weather is always an important factor as warmer winters and cooler summers don't require as much energy to keep homes comfortable.

But perhaps a bigger reason residential demand has slowed is that we now live in homes and use appliances that are much more energy efficient than they were in previous decades. A look at data from the U.S. Department of Energy's 2009 residential energy consumption survey bears this out. For example, the survey shows that 58 percent of residences had energy-efficient, multi-paned windows, up from 36 percent in 1993. One-third of household occupants used caulking or weather stripping to seal cracks and air leakages, one-quarter added insulation, and three out of five have some energy-efficient compact fluorescent (CFL) or light-emitting diode (LED) lights.



Bromley

New household appliances use less energy too. Most major appliances must meet minimum federal efficiency standards, and many homeowners are choosing more efficient Energy Star-rated products. The 2009 survey shows that more than 44 million households (39 percent) now have an Energy Star refrigerator and 41 million households (36 percent) have purchased an Energy Star clothes washer.

Energy efficient homes and products have helped offset increased demand from the growing number of electronic devices plugged in at home. In 1978, most households had only one TV. In 2009, the average household had 2.5 televisions. DVD players and DVRs, which did not exist 15 years ago, are now widespread. As of 2009, 79 percent of homes had a DVD player, and 43 percent had a DVR.

With new consumer products, including electric vehicles, on the horizon, we can be certain that how we use energy in our homes will keep changing. 💡

Offshore proposals sought for East Coast

There's a joke among physicists that says cold fusion is the clean energy source that's permanently just 30 years away from commercial development.

We haven't heard anyone joking about offshore wind energy development, but the technology, now in widespread application along northern European coastlines, has been struggling to—no pun intended—get off the ground in the U.S., both on the coasts and in the Great Lakes.

Now the federal government is trying to jump-start the technology. Late this summer, Interior Secretary Ken Salazar issued a call for formal requests from developers seeking regulatory clearance including leases on areas of the

sea floor off Massachusetts and Rhode Island.

One such project had already been proposed prior to the federal initiative. Developers applied to the federal government in December 2010 to begin regulatory review for the Deepwater Wind project, an array of 200 turbines with a 1,000-megawatt rated capacity off the Rhode Island coastline.

Fully permitted but entangled in litigation and still awaiting construction more than a decade after it was first proposed is the Cape Wind project on Nantucket Sound. Having cleared the regulatory hurdles, Cape Wind remains the front runner to become the nation's first offshore wind farm. 💡

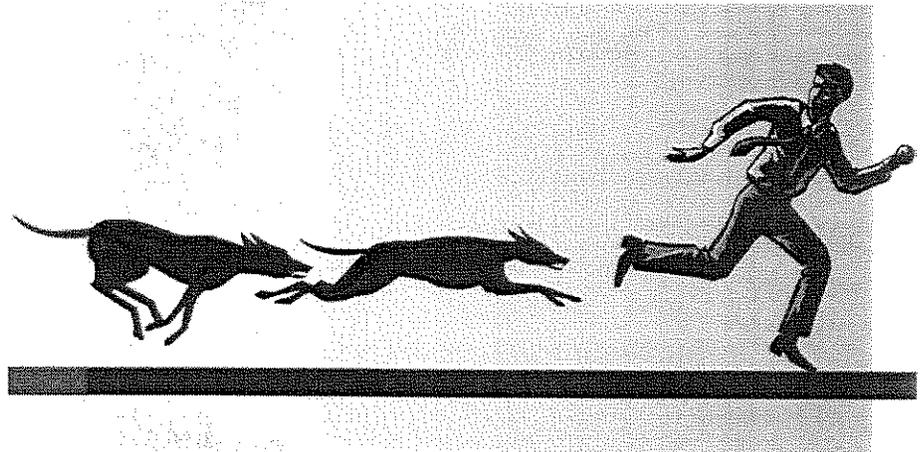
Rivals say Duke proposal snuffs competition

If Ohio regulators approve, Duke Energy may have found the answer to customers switching providers under retail competition: Continue dogging them for power charges even if they leave.

Duke calls it an energy security plan and filed it with the state's Public Utilities Commission late this past spring. It applies to the company's generation rates, which are a separate item from distribution rates on a customer's monthly bill.

Duke is asking for rate hike of 8 percent for next year, with additional increases built in for future years. The plan would run for almost nine and-a-half years, ending in the spring of 2021.

Company spokeswoman Sally Thelen was quoted in the Hamilton, Ohio, *Journal-News* saying the economic recession drove down electricity demand and that led to competitive



power suppliers moving in and using lower rates to lure Duke customers away.

The energy security plan would insulate Duke against the consequences of customers

leaving—the company has to generate electricity anyway, even if increasing numbers of its retail customers were to choose a different supplier—by applying a “non-bypassable rider” to monthly bills. They could obtain their power from a different retailer but would still be helping to pay Duke’s generation costs.

The *Journal-News* quoted William Massey, a Washington, D.C., attorney for a group of energy suppliers and large consumers called “Compete,” calling the non-bypassable rider “a fancy term for a surcharge.”

“This plan would move us back toward a monopoly-regulated system, where there is a single supplier of electricity and customers have no choice—Ohio is really at a crossroads.”

The Wire would say maybe so, except that Ohio was at a crossroads before, in the 1990s when it got caught up in the wave of electric utility restructuring. Its choice when it came to that crossroads has left it with a system arguably more subject to gaming than the system it left behind.

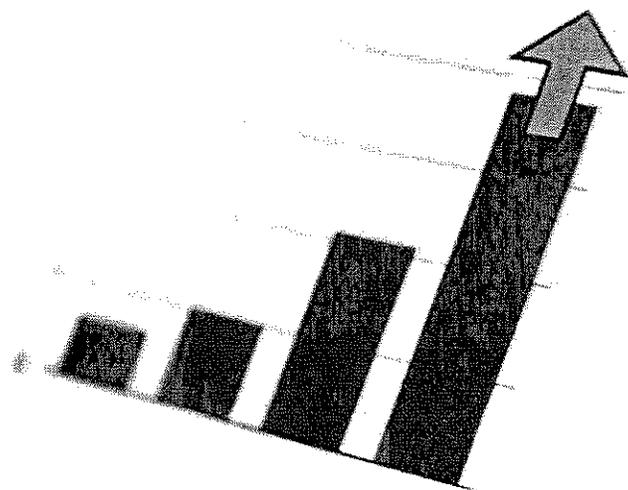
Meanwhile, inarguably, states that declined to make that choice continue to enjoy lower electric rates than the ones that did. 💡

Texas complaints explode since restructuring

Before Texas restructured its electricity market in 2002, state regulators received about 2,000 customer complaints a year. Since restructuring, complaint numbers have gone through the roof.

The Texas Coalition for Affordable Power doggedly pursues information about what happens with prices and service in the restructured electricity market. Made up of about 150 cities that purchase power in the open wholesale market, the coalition announced its newest set of findings late this summer.

For the years 2002–2010, the coalition said, customer complaints to the Texas Public Utility Commission averaged more than 12,000 annually. That total is up from fewer than 2,100 complaints to the commission annually prior to restructuring, the coalition said.

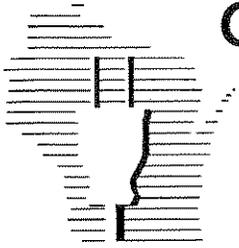


The majority of complaints involve billing but many complaints are related to quality of service according to Jay Doegey, Arlington city attorney and president of the coalition.

“We may have dozens of companies competing for customers under the state’s electric deregulation law, but unfortunately that has not translated into better service,” Doegey was quoted saying in the Fort Worth *Star-Telegram*. 💡

Energy saver tip

Here’s a quick test that could save you some money: On a chilly day, put your hand near an electric outlet in your home. If you feel a cold draft it means your heating system is working harder to keep up. Adding foam gaskets behind outlets and switch plates is a quick, easy, cheap way to keep winter air outdoors where it belongs. 💡

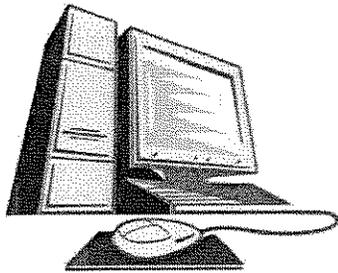


Customers First!

P.O. Box 54
Madison, WI 53701

A Coalition
to preserve
Wisconsin's
Reliable
and Affordable
Electricity

Be sure
to check out the
Customers First!
website at



www.customersfirst.org



Quotable Quotes

"In other words, the customers ensure we remain an Ohio business for years to come and make sure jobs stay, too."

—Duke Energy spokeswoman Sally Thelen, describing her company's proposal to continue charging Ohio customers for energy production even if they switch to a different retail provider, quoted in the Hamilton (Ohio) *Journal-News*, August 31, 2011

Help us share our messages with others. If you know of businesses or organizations that would like to learn more about protecting Wisconsin's reliable and affordable electricity, please feel free to copy and share with them all or part of this newsletter, or you can call 608/286-0784 to arrange an informational meeting.

Customers First!
Plugging Wisconsin In





October 5, 2011

Senator Herb Kohl
330 Hart Senate Office Building
Washington, DC 20510

Senator Ron Johnson
386 Russell Senate Office Building
Washington, DC 20510

Senator Michael G. Ellis
Room 118 South, State Capitol
P.O. Box 7882
Madison, WI 53707-7882

Senator Frank Lasee
State Capitol, Room 316 South
P.O. Box 7882
Madison, WI 53707-7882

Representative Dean Kaufert
Room 308 East, State Capitol
P.O. Box 8952
Madison, WI 53708

Congressman Tom Petri
2462 Rayburn HOB
Washington, DC 20515

Representative Al Ott
Room 323 North, State Capitol
P.O. Box 8935
Madison, WI 53708

To Whom It May Concern:

Enclosed please find a copy of R-36-11, A Resolution Opposing USPS transfer of carrier routes from the Menasha Post Office to the Neenah Post Office. The City of Menasha Common Council approved this resolution on a vote of 7-0 at its regular meeting on October 3, 2011.

Sincerely,

Kristin Sewall
Deputy City Clerk

Enclosure



MEMORANDUM

To: Mayor Merkes and Common Council

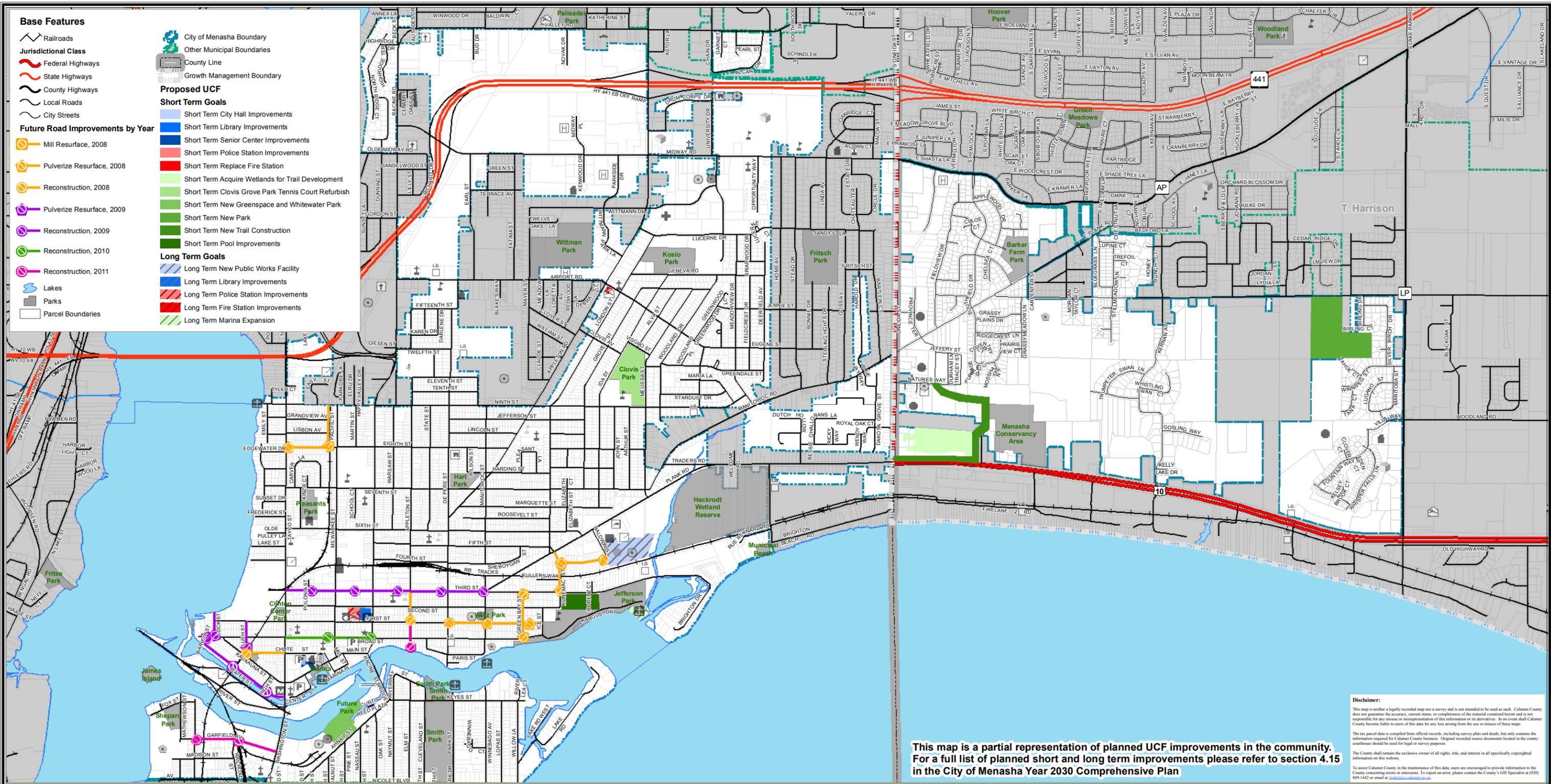
From: PRD Tungate *BT*

Date: October 13, 2011

RE: Update on New Eastside Neighborhood Park

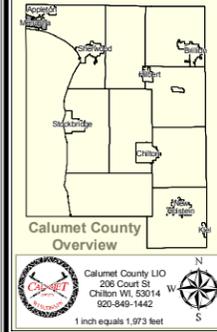
Based on Common Council approved policy direction contained within the 2008 City Comprehensive Plan (passed by Ordinance O-16-08; map 4-2 attached) and the 2007-2011 Open Space and Recreation Facilities Plan, staff has been working diligently on bringing forward park and trail development plan that meet the needs of the community. After many years of pursuit, we have identified a willing seller and made recent progress in terms of size (approximately 5.0 acres) and location of a small neighborhood park. After obtaining recommendations from the Park Board and Plan Commission we hope to have an offer to purchase for the Council to consider by the end of the year.

It has been our stated intent to access funds from the Park Dedication Fund for this acquisition. We anticipate a need for a minimum of \$100,000 from the fund for land acquisition. We also plan to approach the Town of Harrison about assisting with funding land acquisition. Beyond the new neighborhood park land acquisition, it is conceivable that the Park Dedication Fund could be needed to assist in developing the new park and provide matching funds for the Gilbert site greenspace project.



Proposed Transportation, Utilities and Community Facilities Improvements

City of Menasha, Calumet & Winnebago Counties



City/Village/Town Hall	Airport	Community Center	Museum	School District Office	Recreational Facilities	Utilities	Stormwater Facility	Wastewater/Water Treatment Plant
EMS/Ambulance	Auto Salvage Yard	Compost Site	Public Parking	Senior Center/Elder Care	Boat Launch	Dam	Substation	Water Tower
Fire Station	Cemetery	Daycare	School - Private	US Post Office	Golf Course	Lift Station	Telephone Utility	Well
Garage	Church	Health Care Clinic	School - Public	Municipal Open Space	Indoor Recreation Facility	Lock	Tower - Communication	Utility Shop/Office
Library	Hospital	School Athletic Facilities	Outdoor Rec Facility					
Police								

MENASHA HISTORICAL SOCIETY NEWS

October 2011

Our September potluck "Kick-Off" was a great success with 25 people attending. The weather and bees cooperated and a vast variety of foods complimented the Spanish hamburger and buns, which was provided by the society's board members, along with their contributions of an additional "dish-to-pass". After lunch Nancy Barker presented facts regarding the Smith family in relation to the park.

OCTOBER 13 – 7:00 pm – MENASHA PUBLIC LIBRARY CO. E ROOM

This program is designed to introduce individuals, unacquainted with family history, to the joy and excitement of discovering their ancestors. Karen Hale, from the Appleton Family History Center, will teach you how to get started. Marg Crane of the Appleton Genealogical Society (also a member of Menasha Historical Society) will be on hand to answer questions about local resources. The public is always welcome to attend so bring a neighbor or friend.

REMINDER

Tax-exempt dues are payable in person or mail to our P. O. Box 255
\$25.00/couple \$15/per individual

THANK YOU

Mark Ropella and his Career Academy students, located at Appleton North High School, have been assisting with the layout and printing of our newsletters. We are so appreciative of his active interest and involvement in the Menasha Historical Society. In addition he has made a monetary donation to offset our monthly expenses. Next time you see him please take a moment to thank him.

HELP WANTED

For many years the Board of Directors has been furnishing homemade refreshments after each meeting. We are now asking for volunteers to step forward and help with this amenity. Although those talented bakers have served us unusual and delicious bars/cookies it is not necessary if you would prefer to purchase them. Call Dolores Gear 722-3635 to coordinate and offer your services.

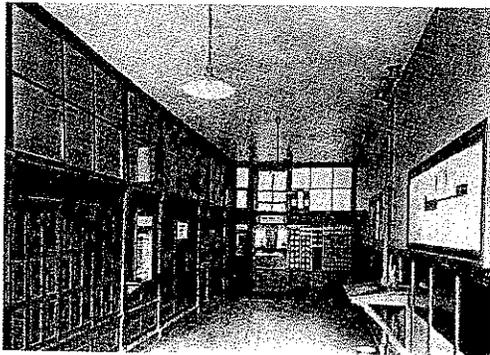
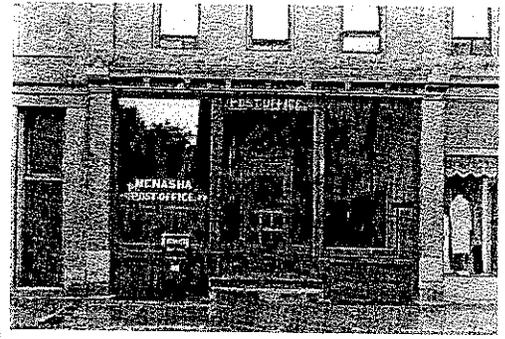
We, of course, always need persons interested in keeping our Resource Center and mini-museum open and workable. As the years pass so quickly it is vital to have persons of a younger generation become actively involved so spread the word and recruit. We are in dire need for 1 or 2 persons to fill unexpired board member positions. Fresh, new ideas, concerns, knowledge (from the past, present and future) are always necessary. At the present time we hold our meetings on the 1st Tues. of each month @ 9:00 am.

PLEASE GIVE THIS SERIOUS CONSIDERATION! No specific talent is needed just concerns in "KEEPING MENASHA HISTORY ALIVE".

MENASHA POST OFFICE

(As imminent changes for the Menasha Post Office are pending I thought it would be interesting to revisit when and how it began)

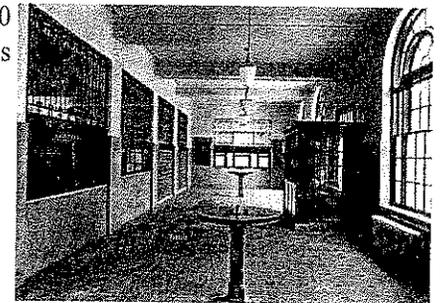
A Post Office was established in Menasha on November 14, 1849 as a 4th class office. A steady growth in receipts advanced its status to 3rd class on March 31, 1902, 2nd class on July 1, 1902 and 21 years later, on July 1, 1923 Menasha had achieved the highest position of 1st class. It was located with a land and law office in the 500 block on Broad St. Future locations included Chute St., the future site of the Sonnenberg Pharmacy, the Tuchscherer block, a frame building where the future First National Bank was to be located, the Masonic block and the Clovis Block at 219 Main St. until completion of the new Federal post office building located at the corner of Broad and Racine Streets. Menasha even had its pony express often carrying mail on horseback to Waupaca. When the steamboats arrived during the 1850's mail was brought from Oshkosh & Fond du Lac and by stagecoach over the plank road to Appleton & Kaukauna. In 1960 railroads took over hauling the mail.



The 1st rural mail service for Menasha was established April 15, 1902 and was perhaps the only 1st class post office in the US with only 1 rural route. City delivery service began on Feb. 1, 1904 with 4 regular carriers. On Dec. 15, 1928 air mail was extended to include a spur service with stops at Whiting Airport. On the 1st day of service the pilot was forced to land at Whiting airport due to heavy fog. Later the mail was transported by truck to Oshkosh from where it was flown to Milwaukee. On April 15, 1932 direct air mail service to Menasha-Neenah began and was transported directly from the airport to the M/N post offices. While the patronage of local manufacturers, business establishments and patrons advanced the post office to 1st class the George Banta Publishing Co. contributed as high as 9 tons per day. Since 1930 approximately 1/2 the annual receipts have been received from that company.

When James K. "Jimmy" Lush became postmaster in 1849, his hat served as his office but was soon replaced by a small place in a building. When Jeremiah Crowley became postmaster in 1853 he used a small glass pigeonhole in his printing shop for the post office. As postmasters changed, they would change to the place where they were in business. 2 were editors, 2-dentists and 2-deaf mutes.

Feb. 1929, after many years of effort by citizens, Menasha was finally allotted \$100,000 through the public buildings act and in 1931 the Treasury Dept. advertised for proposals to be opened for the sale or donation of a site containing approx. 29,000 sq. ft. Bids were submitted on 6 sites and on July 6, 1931 the intersection of Broad & Racine Sts. was selected. McMahon Engineering Co. surveyed the site and forwarded the detailed plat on to Washington for final acceptance along with soil and topographical surveys. Definite information was received on Nov. 21 that the site for the post office had actually been purchased and final payment made. The first concrete was poured for the basement walls on May 5, 1932. The corner stone was laid on July 15, 1932.



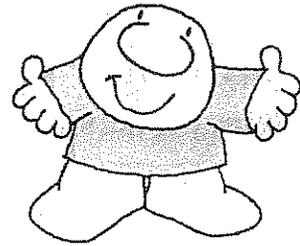
Increases in postage stamps occurred every few years. 5-cent stamps increased 1 cent; 1978 -13 cent stamps increased to 15 cents; March 22, 1981-18 cents; Nov. 1, 1981-20 cents; Dec. 1984 to 22 cents and we all know that has doubled by 2011 to 44 cents/"forever" stamps or 45 cents/regular stamps. In 1963 the Post office introduced the zip code and after 3 months of operation the department had won a psychological battle. Even if people were not using it, they're talking about it. ZIP is mentioned in comic strips, cartoons and crossword puzzles. ZIP code signs are up in post offices, on mail trucks, letter boxes everywhere. Even Santa Claus now has a ZIP code number - 99701.

2011- On to the PRESENT --we are now adding more numbers to our zip codes and with the Internet availability the mail is slowly disappearing and we're sad to think -- probably disappearing in the not too distant future which will then become the PAST. Only time will tell-----"THE REST OF THE STORY".

POSITIVE THOUGHTS/POSITIVE THINKING

“If life seems like it’s all uphill, you must be reaching your peak.”

- Tom Willson, creator of Ziggy



“Always bear in mind that your resolution to succeed is more important than any other one thing.”

- Abraham Lincoln

“Life is too marvelous, too wonderful, too brimming with color for me to get tired.”

- Singer, Eartha Kitt



“Fear is useless. Faith is necessary. Love is every thing.”

- Martin Sheen

“Spend the afternoon. You can’t take it with you.”

- Author, Annie Dillard

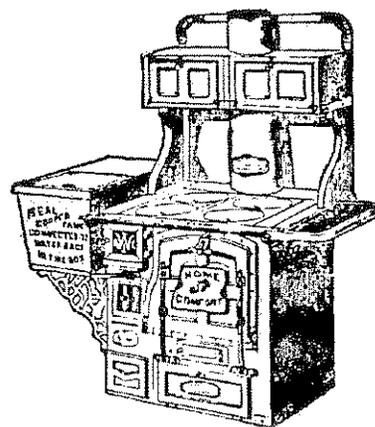


“The most amazing thing about a miracle is that it can’t happen until all else has failed.
That’s God’s favorite time to work.”

An OLD recipe from the past---submitted by Katie LaMore

Mrs. Truman's Ozark Pudding

½ cup sifted flour
2 tsp. baking powder
½ tsp. salt
2 eggs
1 cup brown sugar
1 tsp vanilla
1 cup chopped nuts
1 cup peeled & chopped apples



Sift flour, add baking powder, beat eggs and add sugar. Stir into dry ingredients vanilla, apples & nuts.

Bake in greased pan at 350 degrees for 35 minutes. Serve with whipped cream or ice cream.

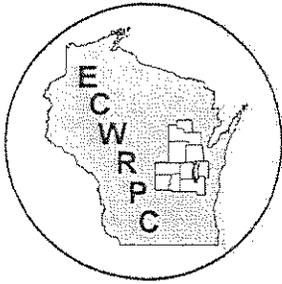
RESOURCE CENTER & MUSEUM

(Located at 640 Keyes Street)
P.O. Box 255
Menasha, WI 54952
jchew2366@yahoo.com
menashahistorical@yahoo.com
www.menashahistorical.webs.com



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EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

400 Ahnaip Street, Suite 100 Menasha, Wisconsin 54952 (920) 751-4770 Fax (920) 751-4771
Website: www.eastcentralrpc.org Email: staff@eastcentralrpc.org

*An Economic Development District and Metropolitan Planning Organization
Serving the East Central Wisconsin Region for over 30 years
A Recipient of the 2010 Fox Cities Greenways, Inc. "Partnership Award"*

October 12, 2011

Common Council
City of Menasha
140 Main Street
Menasha, WI 54952

RE: Province Terrace Trail

Dear Aldermen,

As the Regional Planning Commission (RPC) and Metropolitan Planning Organization (MPO), we are responsible for coordinating land use and transportation planning efforts within the Fox Cities Metropolitan Planning Area. In 2012, MPO staff will be working with WisDOT and Fox Cities and Oshkosh communities to prepare a regional bicycle and pedestrian plan. Recently, we learned that the City of Menasha is considering turning down Transportation Enhancement (TE) grant funding intended for the design and construction of the Province Terrace Trail. Due to its regional significance, and the potential benefits it presents, we wanted to offer our support for moving forward with the project. Listed below are several key points, as well as an explanation of each, that played a role in forming our opinion.

Complete Bicycle/Pedestrian Network – The Menasha area is already home to a number of great trails and other bicycle/pedestrian facilities, including the Friendship and Midway Road Trails. Similar projects, like bike lanes along STH 47, are also in the works. Continuing to develop and connect these facilities is crucial to creating a multi-modal transportation system, one that allows all user types to move around in a safe and efficient manner.

Established Planning Goals & Efforts – Several initiatives led by our organization, including the Long-Range Transportation/Land Use Plan for the Fox Cities (Appleton) Urbanized Area, are supportive of "creating a physical and cultural environment which encourages travel by foot or bicycle." In Menasha, the City's Comprehensive Plan lists "the extension of the Province Terrace Trail to the Friendship Trail on USH 10/Oneida Street" as a priority project.

Ramifications of Turning Down Grant Funding – Funding opportunities, such as the TE Program, are increasingly competitive. Passing on the Province Terrace Trail project, and the funds awarded for its implementation, may set a precedent for other allocation decisions and have an impact on the City's ability to secure funding in the future.

Benefits of Trail Development – By allowing for reduced fuel consumption, decreased air pollution, and more interaction among neighbors, the development of trails provides mode choices that can produce tremendous economic, environmental, and social benefits.

While we recognize that the final determination regarding the Province Terrace Trail will be made at the local level, for reasons unique to the City of Menasha, we hope that these points are included in the discussion and a useful part of the decision-making process. Thank you for your time and consideration.

Sincerely,

Walt Raith, MPO Director

Cc: Don Merkes, Mayor

Member Counties: Calumet Menominee Outagamie Shawano Waupaca Waushara Winnebago

Oct. 13, 2011

Dear Members of the Common Council,

I've learned that the City may lose its chance to extend the Friendship Trail, and that the main reason is a reluctance to expend funds for it. This surprises me, as the amount of the City's portion seems to be a real bargain, considering the enhancement of Menasha as a place to live and do business - both of which tend to decrease the tax burden on individual tax payers.

□□At a community-planning event a few years ago (attended by about 90, if memory serves), the Trestle Trail came up repeatedly as something that residents love and actually brag about to friends and family. Almost always, trails tend to increase property values. The Friendship Trail is quite heavily used, and the trail provides a safe and convenient way for bike riders and pedestrians to get to HWR from the main part of the City. There is NO safe or convenient way for pedestrians or bikers to get from the City's newer development areas to HWR - or Jefferson Park, the Library, or anywhere else in town. The Menasha Conservancy, a so far almost unnoticed gem will be much better known and more accessible as the trail system is developed.

I'd like to note that individuals and organizations have been financially supportive of the trail in the past and might be again if they believed in Menasha's support of this resource. My own Rotary club made a large donation to the Trestle Trail and later paid for the lighting to the east of the Public Works yard. □□In short, I think it would be penny-wise and pound-foolish to not take advantage of this wonderful opportunity. Menasha is still a great place to live, but people who buy expensive housing look for quality-of-life features of a community - parks, library, schools, waterway access ... and trails.□□

Thank you in advance for setting the tone we look for in our elected officials. By that I mean: keeping an open mind, working respectfully and collaboratively, and spending our tax dollars not only for basic services, but also to truly enhance Menasha's quality of life.

Sincerely,

□□Jack Fry□
318 Willow Lane

Debbie Galeazzi

From: Mary Nebel [nebelmm@sbcglobal.net]
Sent: Monday, October 10, 2011 12:18 PM
To: Debbie Galeazzi
Cc: Chris Klein; Michael Taylor.; Jim Englebert; Kevin Benner; Stan Sevenich; Mark Langdon; Zelinski Dan; Steve Krueger
Subject: Trail, etc.

Debbie: Please distribute to council members and place in council packet.

RE: Bike Trail
From: Mary Nebel
713 First, Menasha
920-722-3239

> I hope you will support the trail for Menasha. It's been in the
> makings for a long time.
> If you want tourism/campgrounds supported, what we have right here is
> High Cliff.

>
Studies show that property owners like well-planned out trails that are advantageous to their communities by 79%.
It can also increase their property values.

<http://www.dot.wisconsin.gov/business/econdev/docs/impact-bicycling.pdf>

<http://www.environment.ucf.edu/bikepath/27%20Reasons%20to%20Bike.htm>

http://www.bikeleague.org/resources/reports/pdfs/economic_benefits_fact_sheet.pdf

(National Association of Realtors-to improve your community and value of homes 2008).

Friendship Trail: 10 miles from Menasha to Oshkosh and the trailhead of the Wiouwash State Trail; it includes the popular ¼-mile Trestle Trail across Little Lake Butte des Morts. Eventually, it will be extended east to Manitowoc and the Mariners Trail; a 5-mile section between Forest Junction and Brillion is complete. Fox Cities tourism, 800-236-6673.

>
> Mary

October 10, 2011

634 ½ Broad Street
Menasha, WI 54952

City of Menasha Common Council &
Mayor Don Merkes
140 Main Street
Menasha, WI 54952

Re: Trail Grant

Dear Common Council & Mayor Merkes,

I am writing to request that you do not reject the \$300,000 grant to complete a connecting segment to our system from the end of Province Terrace (by the new fire station & Natures Way) to the corner of Plank and Oneida where the Friendship trail currently ends. I use all of the trails in the area on a regular basis. The trails in our community are heavily used.

I know that a 20% match will be required by the City, but it is such a worthwhile investment. Here is why:

Trails...

- Have been shown to increase property values of homes located in close proximity to trails. The Valley is a bit slow in realizing this, but it has been proven in other communities around the country and in the state.
- Provide safer, less expensive, alternative transportation for children and adults.
- Encourage fitness and better health.
- Encourage cycling. Cycling currently supports \$924 million in economic activity in Wisconsin and 13,193 jobs.**

- Etc...

I ride my bicycle to work at Jansport as much as possible in the summer and I could not do it without the Friendship Trail and the CB Trail. I love those trails. I worked with the Town of Greenville to secure a grant to extend the CB Trail past the airport and well in to Greenville. The more connectivity we have, the more and more these trails will be used. Please support this project so that the citizens of Menasha can enjoy the connectivity that trails provide to the rest of the community and surrounding communities.

Sincerely,

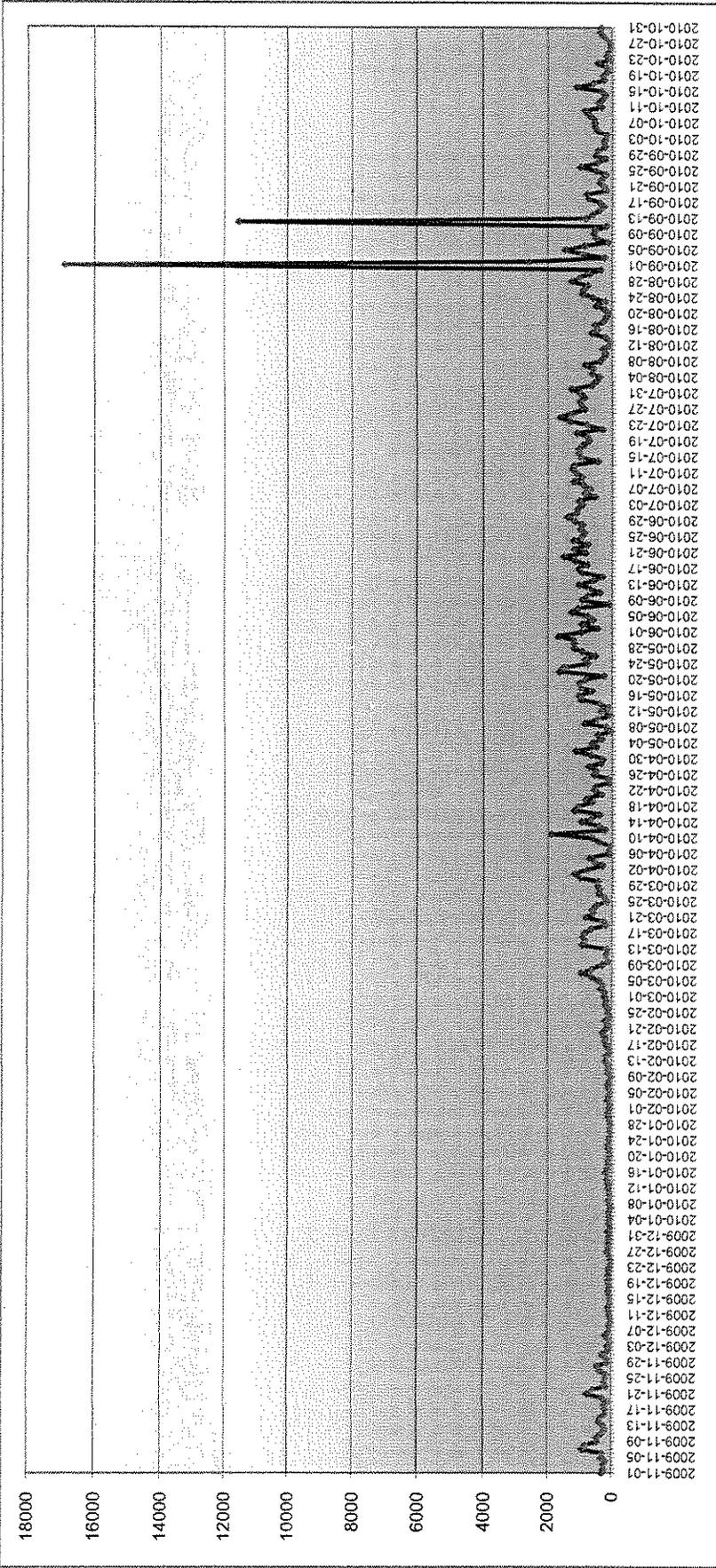
Sadie A Schroeder
(920) 475-2511

** Figures taken from "Valuing Bicycling's Economic and Health Impacts in Wisconsin" which can be downloaded here:

http://www.sage.wisc.edu/IGERT/download/bicycling_Final_Report.pdf

TRESTLE TRAIL USAGE NOV 2009 - OCT 2010

Project: Counter: Irestle11.11 Start: 2009-11-01 Finish: 2010-10-31 Location: Comment:



Total Counts:	197158	Daily Mean Weekday:	475.0	Total (1):	197158
Total Periods:	365	Daily Mean Weekend:	701.5	Total (2):	0
Period Length:	1 day	Mean Monday	441.3	Percentage (1):	100.0
Mean:	540.2	Mean Tuesday	396.8	Percentage (2):	0.0
Mode:	69.0	Mean Wednesday	724.7	Mean (1):	540.2
Median:	337.0	Mean Thursday	442.6	Mean (2):	0.0
Standard Deviation:	1111.2	Mean Friday	369.5	Max/Min (1):	16879 / 5
Maximum:	16879	Mean Saturday	533.9	Max/Min (2):	0 / 0
Minimum:	5	Mean Sunday	866.0		
Total Weekday:	123496				
Total Weekend:	73662				
Daily Max/Min Weekday:	16879 / 5				
Daily Max/Min Weekend:	11526 / 45				

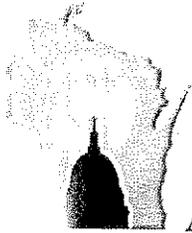
FIVE PEAK PERIODS: 2010-09-01 (16879), 2010-09-12 (11526), 2010-09-02 (2548), 2010-04-11 (1872), 2010-05-31 (1653)

September 2011 Disposal Violations

Date	Address	QTY	Comment
09/01/11	unknown		mattress in recycling center
09/02/11	unknown		occasional chair at Broad St Alley
09/02/11	unknown		multiple window well covers, plastic crate, bucket, weed killer, misc refuse in recycle center - pic
09/06/11	unknown		TV and computer monitor in Broad St Alley
09/07/11	unknown		5 plastic buckets, plastic tote, 2 containers of oil, 2 oil filters (oil filters are required to be recycled by resident-hazardous material for City of Menasha PWF) - pic
09/07/11	unknown		numerous alum storm windows (with glass) in scrap metal - this is garbage
09/09/11	unknown		TV in scrap metal - pic
09/20/11	unknown		large plastic tub and large plastic barrel in recycle center - pic
09/28/11	unknown		concrete in yardwaste collection site
09/29/11	unknown		55 gal barrel and drain tile in recycle center - pic
09/30/11	unknown		microwave left on grounds - permit #7263 \$15.00
		0	***FREON APPLIANCES, MICROWAVES, BALLASTS, and PROPANE TANKS IN SCRAP METAL THAT ARE NOT CAUGHT GO TO PROCESSING AT SADOFF. IF DISCHARGED AT THEIR FACILITY WE RISK NOT HAVING SCRAP METAL COLLECTED IN THE FUTURE BY SADOFF OR ANY OTHER METAL VENDOR. WE HAVE BEEN CONTACT AGAIN RECENTLY BY SADOFF IN REGARDS TO ILLEGAL ITEMS BEING INCLUDED IN OUR SCRAP METAL.
		3	***ELECTRONICS MUST BE RECYCLED BY US WHEN DROPPED OFF AT OUR FACILITY ILLEGALLY OR WHEN RESIDENTS DO NOT REMOVE FROM THE TERRACE AFTER WE TAG - (CURRENTLY \$2.00 per electronic - when brought to Winnebago County Recycling Center)
		1	Clear fill (concrete, sod, etc) dumping violations - we must transport to Badger Hwys for disposal (Badger charges \$)
		1	Hazardous material disposal violations - cost to remove unk - removed twice each year approx cost \$1000/year
	\$285.00	19	Bulky item disposal (\$15.00 each)
	\$15.00	1	Freon or Microwave Disposal Permits (\$15.00 each)
			LP Tank disposal (\$4.50 each)
			Tire disposal \$3.00, \$5.00, or \$7.00 each
			Refuse disposal violations (\$45/2 yard dumpster rental)
			Yardwaste disposal violations (\$35/min pickup charge)
	\$147.77	17	Total disposal violations-cleanup (15 minutes/cleanup X \$34.77/hr wage + benefits)
	\$447.77		SEPTEMBER 2011 TOTALS

Not included: gas cans () & compressed gas cylinders () will be disposed of with other hazardous waste left here illegally.

Incident like those listed above are reasons other communities have closed their drop off sites.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR
MIKE HUEBSCH
SECRETARY

Division of Intergovernmental Relations
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-0288
Fax (608) 267-6917 TTY (608) 267-9629

0063

DEBORAH A. GALEAZZI
CLERK, CITY OF MENASHA
140 MAIN ST
MENASHA, WI 54952 - 3190

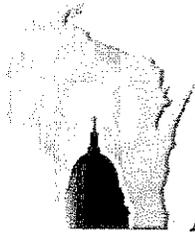
October 10, 2011

FINAL ESTIMATE OF JANUARY 1, 2011 POPULATION

Dear Municipal Clerk:

The final estimate of the January 1, 2011 population for the CITY OF MENASHA in WINNEBAGO County is 15,135.

Approximately 11,494 of the estimated population for the CITY OF MENASHA are of voting age. This approximation is a courtesy estimate that helps you comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the 2010 Census proportion of persons age 18 and over to the final January 1 estimate.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR
MIKE HUEBSCH
SECRETARY

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Post Office Box 8944
Madison, WI 53708-8944
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0062

DEBORAH A. GALEAZZI
CLERK, CITY OF MENASHA
140 MAIN ST
MENASHA, WI 54952 - 3190

October 10, 2011

FINAL ESTIMATE OF JANUARY 1, 2011 POPULATION

Dear Municipal Clerk:

The final estimate of the January 1, 2011 population for the CITY OF MENASHA in CALUMET County is 2,246.

Approximately 1,580 of the estimated population for the CITY OF MENASHA are of voting age. This approximation is a courtesy estimate that helps you comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the 2010 Census proportion of persons age 18 and over to the final January 1 estimate.

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, October 3, 2011
MINUTES

DRAFT

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Zelinski, Benner, Klein, Taylor, Sevenich, Langdon, Krueger

EXCUSED: Alderman Englebert

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, Acting PC Brunn, FC Auxier, DPW Radtke, CDD Keil, C/T Stoffel, PRD Tungate, LD Lenz, Pk Supt Maas, Clerk Galeazzi and the Press

DEPT. HEAD EXCUSED: PHD Nett

D. PUBLIC HEARING

None

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

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

Tom Timmins, 231 Ninth Street. Concerns about Menasha postal employees working out of Neenah Post Office.

Erik Perkins, 1665 Woodstock Street, Oshkosh. Concerns about Menasha postal employees working out of Neenah Post Office.

Nathan Wright, 302 N. Rankin Street, Appleton, Union Representative for local Letter Carriers. Concerns about Menasha postal employees working out of Neenah Post Office.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. CDD Keil – Introduction of new Associate Planner, Kara Homan

CDD Keil introduced AP Kara Homan to the Council. AP Homan previously worked at East Central Regional Planning Commission and has a Masters Degree in Urban and Regional Planning.

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

Minutes to receive:

a. Administration Committee, 9/19/11

b. Board of Public Works, 9/19/11

c. Board of Health, 8/10/11

d. NM Fire Rescue, Joint Finance & Personnel Committee, 9/20/11

e. NM Sewerage Commission, 7/26/11, 8/23/11

f. Safety Committee, 8/4/11; City Hall

g. Safety Committee, 8/23/11; Public Works & Parks

h. Redevelopment Authority, 9/26/11

Communications:

i. CA/HRD Captain to Thomas Schanke, 9/16/11; Notice of exercise of right to repurchase parcel #2 (lot 16) Menasha WI

j. Calumet County Planning, Zoning & Farmland Preservation Committee; 9/20/11, public hearing notice Dept. of the Army Corps of Engineers, 9/7/11; Lake Winnebago outflow in the lower Fox River meeting

k. CDD Keil, 9/29/11; Transfer of vacant land & lots in Lake Park Villas to the Redevelopment Authority

l. League of Wisconsin Municipalities, 9/20/11; Public Records and Open Meetings Law Seminar

m. Town of Harrison, 9/20/11; notice to incorporate portions of the Towns of Harrison and Buchanan to a village

DRAFT

- n. Proclamation, 9/27/11: Congratulating the "What do you love about Miller Park?" Contest winner from Menasha
- o. Proclamation, 10/1/11: Wisconsin Disability Employment Awareness Month
- p. USPS, 9/19/11: Notice of intent to conduct area mail processing study
- q. US Senator Kohl's Office to Ald. Sevenich: Menasha's postal delivery service

Moved by Ald. Langdon, seconded by Ald. Sevenich to received Minutes & Communications A-Q.

Discussion: Ald. Klein-Comm. K, RDA should be organized in formal structure.

Ald. Taylor-Comm. K, according to RDA by-laws subcommittees can be formed.

Ald. Benner-Comm. I, any response from Mr. Schanke on notice.

Ald. Benner-Comm. M, how boundary agreement will affect Town of Harrison to incorporate to village

Motion carried on voice vote.

G. CONSENT AGENDA

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

Minutes to approve:

- 1. Common Council, 9/19/11

Administration Committee, 9/19/11; recommends approval of:

- 2. Accept donation from Gold Cross Ambulance to Menasha Police Department

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

Moved by Ald. Sevenich, seconded by Ald. Krueger to approve Consent Agenda item 1.

Motion carried on roll call 7-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

- 1. Moved by Ald. Sevenich, seconded by Ald. Taylor to approve item 2 of Consent Agenda,

Accept donation from Gold Cross Ambulance to Menasha Police Department.

Discussion: Acting PC Brunn explained the estimated cost to eliminate ambulance markings and retrofit some equipment will range from \$1,000-\$4,000. Most of the work will be done in-house.

Motion carried on roll call 7-0.

I. ACTION ITEMS

- 1. Accounts payable and payroll for the term of 9/21/11 to 9/29/11 in the amount of \$ 880,917.47

Moved by Ald. Klein, seconded by Ald. Zelinski to approve accounts payable and payroll.

Discussion/Questions/Answers on expenditures.

Motion carried on roll call 7-0.

J. ORDINANCES AND RESOLUTIONS

- 1. O-14-11 An Ordinance Relating to Regulation of Firearms and Explosives(Recommended by Administration Committee)(1st Introduction)

No action

- 2. O-15-11 An Ordinance Relating to Carrying Concealed Weapons(Recommended by Administration Committee)(1st Introduction)

No action

- 3. Substitute Amendment #1 to O-15-11-An Ordinance Relating to Carrying Concealed Weapons

No action

- 4. O-16-11 An Ordinance Relating to Disorderly Conduct(Recommended by Administration Committee)(1st Introduction)

No action

- 5. O-17-11 An Ordinance Relating to Council Procedures (Introduced by Ald. Taylor)(Recommended by Administration Committee)(1st Introduction)

No action

DRAFT

J. ORDINANCES AND RESOLUTIONS, Cont'd.

6. R-35-11 Resolution Supporting Application Of A 2012 WI DNR Urban Forestry Grant For Emerald Ash Borer Implementation Plan And Tree Planting (Introduced by Mayor Merkes)

Moved by Ald. Sevenich, seconded by Ald. Taylor to adopt R-35-11.

Discussion: PRD Tungate explained the City's match to this grant would be in labor and equipment. Pk Supt Maas explained the City has used funds from this grant for tree planting.

Motion carried on roll call 7-0.

7. R-36-11 Resolution Opposing USPS transfer of carrier routes from Menasha Post office to Neenah Post Office

Moved by Ald. Sevenich, seconded by Ald. Taylor to adopt R-36-11.

Moved by Ald. Sevenich, seconded by Ald. Krueger to amend to include a copy be sent to all Legislators representing constituents in the City of Menasha.

Motion carried on roll call 7-0.

K. APPOINTMENTS

1. Mayor's reappointments to the Parks and Recreation Board

- a. Richard Sturm, 1203 Greenwood Ct, for the term of October 1, 2011 – October 1, 2014
- b. Nancy Barker, 506 Keyes St., for the term of October 1, 2011 – October 1, 2014

Moved by Ald. Sevenich, seconded by Ald. Langdon to approve reappointment of Richard Sturm and Nancy Barker to Parks and Recreation Board.

Motion carried on voice vote.

2. Mayor's reappointments to the Board of Appeals

- a. James Koslowski, 729 9th St., for the term of October 3, 2011 – February 1, 2014

Moved by Ald. Sevenich, seconded by Ald. Langdon to approve reappointment of James Koslowski to Board of Appeals.

Motion carried on voice vote.

L. HELD OVER BUSINESS

None

M. CLAIMS AGAINST THE CITY

None

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

No one spoke.

O. ADJOURNMENT

Moved by Ald. Krueger, seconded by Ald. Langdon to adjourn at 6:40 p.m.

Motion carried on voice vote.

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

DRAFT

CITY OF MENASHA
Special Common Council
Third Floor Council Chambers
140 Main Street, Menasha
October 10, 2011
MINUTES

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 Klein, Taylor, Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, C/T Stoffel, Clerk Galeazzi

D. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

No one spoke.

E. ACTION ITEMS

1. Collateral Assignment of Development Agreement Rights of Lender in the Event of Reversion of Title between the Ponds of Menasha, LLC, Community First Credit Union and City of Menasha. (Recommendation of Administration Committee)

Moved by Ald. Benner, seconded by Ald. Krueger to approve Collateral Assignment of Development Agreement Rights of Lender in the Event of Reversion of Title between the Ponds of Menasha, LLC, Community First Credit Union and City of Menasha.

Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Benner, seconded by Ald. Sevenich to adjourn at 5:02 p.m.

Motion carried on voice vote.

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

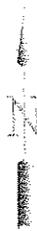
EAST 1/4 CORNER
 SECTION 14-20-17
 FOUND MAG NAIL

PLANK ROAD

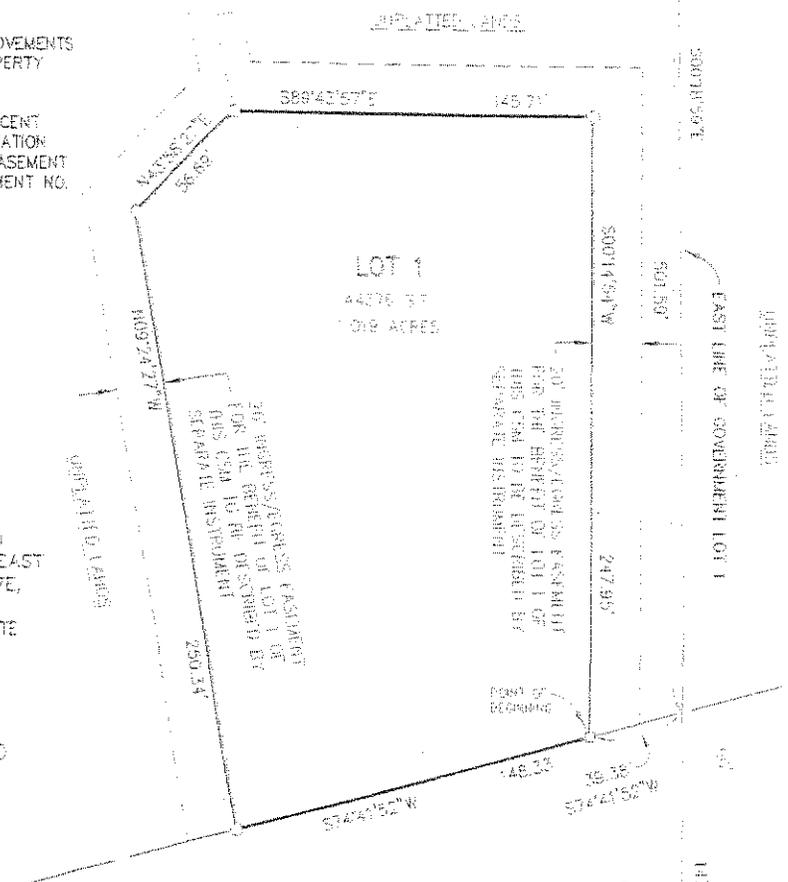
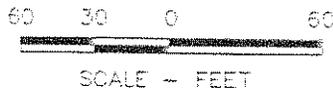
10' INGRESS/EGRESS EASEMENT
 TO PLANK ROAD FOR THE
 BENEFIT OF LOT 1 OF THIS CSM
 TO BE DESCRIBED BY SEPARATE
 INSTRUMENT

NOTES:
 UNABLE TO LOCATE BUILDING IMPROVEMENTS
 WITHIN LOT 1 OF THIS CSM - PROPERTY
 CONTAINS ELECTRIC SUBSTATION

LOT 1 OF THIS CSM AND THE ADJACENT
 PROPERTY IS SUBJECT TO A SUBSTATION
 TRANSMISSION LINE AND ACCESS EASEMENT
 RECORDED JULY 2, 2001 AS DOCUMENT NO.
 1136092.



BEARINGS ARE REFERENCED TO
 THE EAST LINE OF THE SOUTHEAST
 1/4 OF SECTION 14, T20N, R17E,
 WHICH BEARS S00°18'59"E PER
 WINNEBAGO COUNTY COORDINATE
 SYSTEM.



WISCONSIN CENTRAL LIMITED RAILROAD

FOR: --MENASHA UTILITIES
 --ATTN: MELANIE KRAUSE
 --P.O. BOX 340
 --MENASHA, WI 54952-0340

LEGEND

- - 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 lbs./linear ft. SET
- ⊙ - MAG NAIL SET
- ⊙ - CERTIFIED LAND CORNER WINNEBAGO COUNTY
- — — — — - RECORDED BEARING AND/OR DISTANCE
- - SQUARE FOOT

David M. McMahon
 09-27-2019

MEANDER CORNER
 TO THE SOUTHEAST
 CORNER SECTION
 14-20-17
 FOUND MAG NAIL

McMAHON
 ENGINEERS ARCHITECTS

1425 McMAHON DRIVE NEENAH, WI 54956
 Phone: P.O. BOX 1001 NEENAH, WI 54956
 FAX: 920-734-2000 Email: info@mcma.com

DRAFTED BY: DAVID MOELL

A PART OF GOVERNMENT LOT 1 OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN

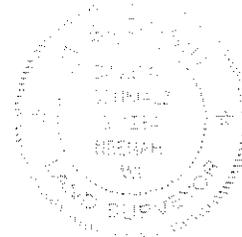
I, David M. Schmaiz, Wisconsin Registered Land Surveyor S-1284, certify that I have surveyed, divided and mapped a part of Government Lot 1 of Section 14, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin containing 44,376 square feet (1.019 acres) of land more or less and described as follows:

Commencing at the East 1/4 corner of said Section 14; Thence S00°18'59"E, 501.59 feet along the East line of Government Lot 1 to the Northerly right-of-way line of Wisconsin Central Limited Railroad; Thence S74°41'52"W, 39.38 feet along said Northerly right-of-way line to the Point of Beginning; Thence continuing S74°41'52"W, 148.33 feet along said Northerly right-of-way line; Thence N09°24'47"W, 250.34 feet; Thence N43°58'27"E, 56.69 feet; Thence S89°43'57"E, 145.71 feet; Thence S00°14'54"W, 247.95 feet to the Point of Beginning.

I further certify that this map is a correct representation of the exterior boundary lines of the lines of the land surveyed and the division of that land, and that I have complied with Section 236.34 of the Wisconsin Statutes, the City of Menasha Subdivision Ordinances in surveying, dividing and mapping the same.

Given under my hand and seal this 27th day of SEPTEMBER, 2011.

David M. Schmaiz
David M. Schmaiz, Reg. WI Land Surveyor S-1284



- THIS CSM IS PART OF TAX PARCEL NO: 705-0497
- THE PROPERTY OWNERS OF RECORD ARE: CITY OF MENASHA
- THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN VOLUME 1172 OF DEEDS ON PAGES 136-138

COMMON COUNCIL RESOLUTION

Resolved, this Certified Survey Map in the City of Menasha is hereby approved by the Common Council on this _____ day of _____, 20____.

Mayor
Donald Merkes

Dated

City Clerk
Deborah A Galeazzi

Dated

A PART OF GOVERNMENT LOT 1 OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN

OWNER'S CERTIFICATE

CITY OF MENASHA, As Owner's, We hereby certify that we caused the land described on this plat to be surveyed, divided and mapped as represented on this Certified Survey Map.

Dated this _____ day of _____ 20____.

Donald Merkes, Mayor—City of Menasha

Deborah Galeazzi, Clerk—City of Menasha

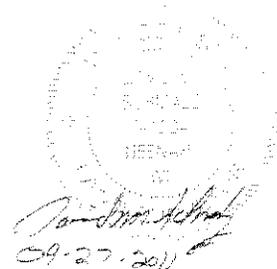
State of Wisconsin))
_____ County))ss

Personally appeared before me on the _____ day of _____ 20____
the above named persons to me known to be the persons who executed
the foregoing instrument, and acknowledged the same.

Notary Public

_____ County, _____
My commission expires _____

[Seal]



CERTIFICATE OF TREASURERS

I, being the duly elected, qualified and acting Treasurer, do hereby certify that in accordance with the records in my office there are no un-paid taxes or un-paid special assessments on any of the lands included in this Certified Survey Map as of:

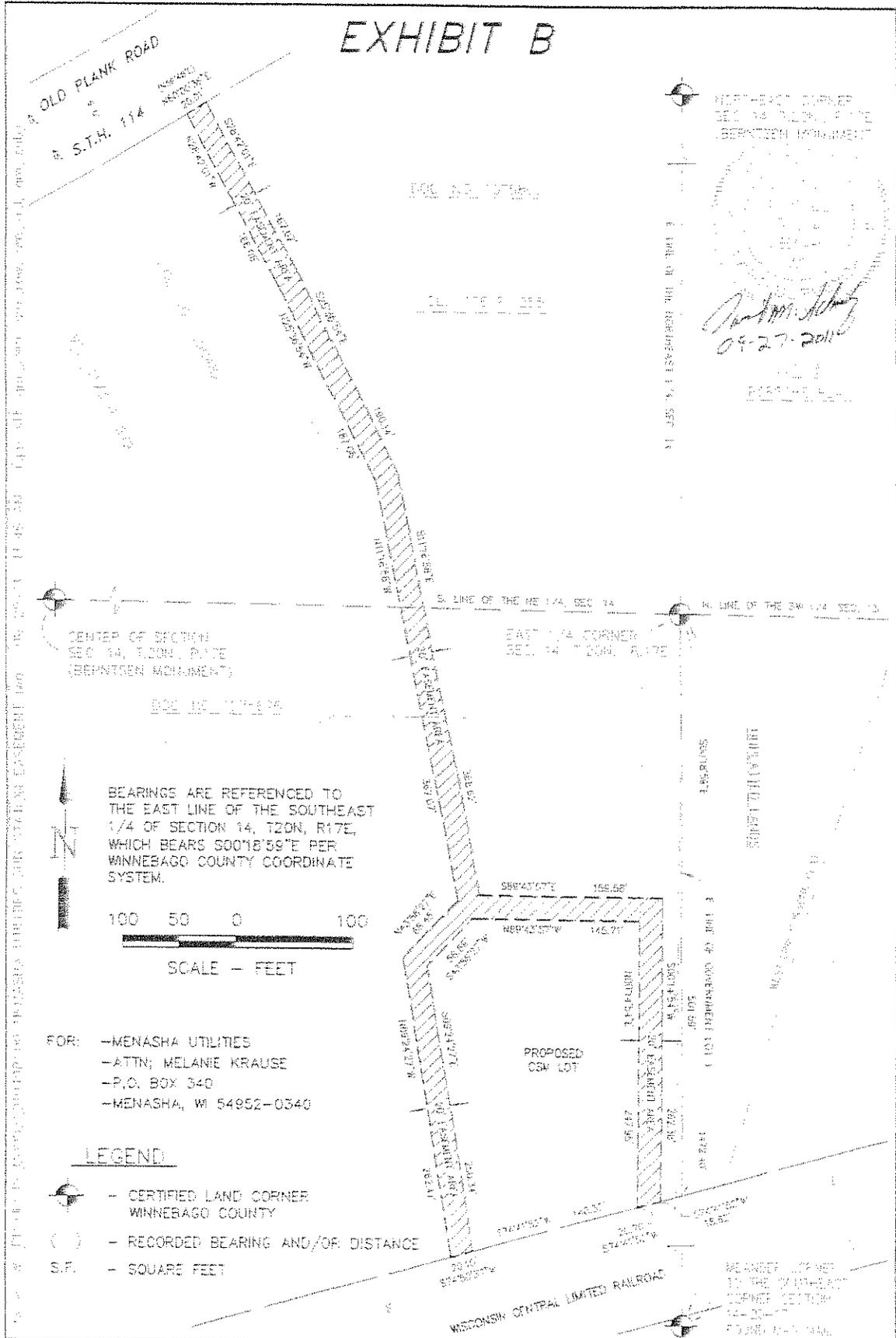
City _____ Date

County _____ Date

City Treasurer: Thomas Stoffel _____ Date

County Treasurer: Mary Krueger _____ Date

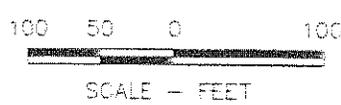
EXHIBIT B



CENTER OF SECTION
SEC. 14, T20N, R17E
(BEHRNSEN MONUMENT)

EAST 1/4 CORNER
SEC. 14, T20N, R17E

BEARINGS ARE REFERENCED TO
THE EAST LINE OF THE SOUTHEAST
1/4 OF SECTION 14, T20N, R17E,
WHICH BEARS S00°18'59"E PER
WINNEBAGO COUNTY COORDINATE
SYSTEM.



FOR: —MENASHA UTILITIES
—ATTN: MELANIE KRAUSE
—P.O. BOX 340
—MENASHA, WI 54952-0340

LEGEND

- CERTIFIED LAND CORNER WINNEBAGO COUNTY
- RECORDED BEARING AND/OR DISTANCE
- S.F. — SQUARE FEET

McMAHON
ENGINEERS ARCHITECTS

Project No. M0000 010455.00 Date SEPT. 2011 Scale 1"=40'
Drawn By: DSW File No. _____ Pgs. _____
1425 WISCONSIN STREET, MENASHA, WI 54952
PHONE: 920.825.1100 FAX: 920.825.1100

EXHIBIT A

EASEMENT DESCRIPTION:

A PART OF GOVERNMENT LOT 1 AND A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN CONTAINING 28.175 SQUARE FEET (0.670 ACRES) OF LAND AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S00°16'58"E, 501.59 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE WISCONSIN CENTRAL LIMITED RAILROAD; THENCE S74°41'52"W, 18.62 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING S74°41'52"W, 20.76 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE N00°14'54"E, 247.95 FEET; THENCE N89°43'57"W, 145.71 FEET; THENCE S43°58'27"W, 56.69 FEET; THENCE S09°24'27"E, 250.34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WISCONSIN CENTRAL LIMITED RAILROAD; THENCE S74°50'37"W, 20.10 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE N08°24'27"W, 262.41 FEET; THENCE N42°58'27"E, 68.46 FEET; THENCE N11°16'58"W, 367.07 FEET; THENCE N25°36'54"W, 187.05 FEET; THENCE N28°42'01"W, 166.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD PLANK ROAD (S.T.H. 114); THENCE N60°00'36"E (RECORDED AS N59°48"E), 20.01 FEET; THENCE S28°42'01"E, 167.07 FEET; THENCE S25°36'54"E, 190.14 FEET; THENCE S11°16'58"E, 368.62 FEET; THENCE S89°43'57"E, 159.58 FEET; THENCE S00°14'54"W, 262.38 FEET TO THE POINT OF BEGINNING.

WINNEBAGO COUNTY
DAVID M. SCHWAB
S-1264
NEENAH, WI
09-27-2011

REPRODUCED FROM THE ORIGINAL RECORDS OF THE STATE OF WISCONSIN

McMAHON
ENGINEERS ARCHITECTS

Project No. MG002 910498.00 Date SEPT. 2011 Scale 1"=100'

Drawn By BEW Field Book _____ Page _____

1442 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1021, NEENAH, WI 54956-1021
Tel: (920) 731-4224 Fax: (920) 731-4224

File No.

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 10/6/11-10/13/11 Checks # 31143-31299	\$ 364,998.62
Payroll Checks for 10/6/11-10/13/11	<u>150,629.06</u>
Total	\$ 515,627.68

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: 10/6/2011

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ACCURATE	31143	10/6/2011	1113709	731-1022-541.30-18	16.83	Drills/Hose Clamps
		10/6/2011	1113882	731-1022-541.30-18	108.94	Washers/Screws/Plugs
			Total for check: 31143		125.77	
ADVANTAGE POLICE SUPPLY INC	31144	10/6/2011	1570	100-0801-521.19-03	90.55	Police Supplies
			Total for check: 31144		90.55	
APARSI SOLUTIONS LLC	31145	10/6/2011	APA2197	100-0801-521.21-06	157.50	Interpreter
			Total for check: 31145		157.50	
APPLETON ELECTRONICS SUPPLY LLC	31146	10/6/2011	4793	731-1022-541.29-04	16.00	Service work
			Total for check: 31146		16.00	
BADGER HIGHWAYS CO INC	31147	10/6/2011	154923	100-1003-541.30-18	180.50	2-1/2 to 3 CR RUN
			Total for check: 31147		180.50	
BETTERS, MONICA	31148	10/6/2011	MONICA BETTERS	100-0000-441.13-00	37.20	Refuse Container Refund
			Total for check: 31148		37.20	
BMG PROPERTIES LLC	31149	10/6/2011		625-0000-201.20-00	6,812.50	Partial Stormwater Return
				625-0000-201.19-00	48,475.00	Partial Site Improvement Return
				625-0000-201.18-00	11,500.00	Partial Erosion Control Return
			Total for check: 31149		66,787.50	
RUBRICK'S	31150	10/6/2011	500676	100-0801-521.30-10	87.13	Paper/Notes/Tray
			Total for check: 31150		87.13	
CARDMEMBER SERVICE	31153	10/6/2011		100-0401-513.34-03	80.00	Brookfield Suites
				100-0801-521.80-05	1,057.40	APC Group Cord Reels

AP Check Register
Check Date: 10/6/2011

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CARDMEMBER SERVICE...	31153...	10/6/2011...	...	100-0801-521.34-03	48.25	Imperial Garden Madison
				100-0801-521.30-15	248.07	J&R Sound
				100-0801-521.30-15	81.72	Amazon
				100-0801-521.34-02	500.00	NWTC GB Registration
				100-0801-521.30-18	78.48	Amazon Marketplace Memory Cards
				100-0801-521.34-03	15.11	Culver's
				100-0801-521.34-03	15.09	Subway
				100-0801-521.34-03	6.19	Kwik Trip
				100-0801-521.30-15	174.00	Amazon Microcassette Recorder
				100-0801-521.34-03	9.25	ExxonMobil
				100-0801-521.34-04	51.61	ExxonMobil
				100-0801-521.24-05	41.65	Menards
				100-0801-521.80-05	1,143.40	APC Group Retractable Cord Reel
				100-0801-521.34-03	148.67	Gaylord Opryland Hotel
				100-0801-521.34-04	241.30	Delta Air Polzien
				100-0803-521.30-18	116.25	Ketch All Company Pole
				824-0801-521.30-18	89.98	Tailwaggers Dog
				100-0201-512.34-02	75.00	UWEX Registration
				100-0501-522.30-13	59.91	AZ Partsmaster
				100-0801-521.24-03	649.00	Lowes Trash Compactor
				100-0601-551.24-03	9.74	Radioshack Lib Door Access
				100-0903-531.32-01	123.00	State WI Reg & Lic
				100-1003-541.30-15	84.90	Contree Sprayer
				743-0403-513.34-04	12.95	Experts Exchange Online Tech Database
				731-0000-463.01-00	11.72	PayPal ERay Sale MSA monitors
				743-0403-513.24-04	540.00	CDW Government RSA Token Maint
				743-0403-513.30-15	(186.46)	PayPal Return Credit/Check printer
				100-0903-531.30-10	59.95	Amazon Marketplace Health Fax Toner
				743-0403-513.30-10	2.49	Office Max Dry erase markers
				743-0403-513.30-15	59.58	Amazon Marketplace Dry Erase Board
				743-0403-513.30-15	123.52	Tekgun Cable Printer
				743-0403-513.30-15	20.00	Best Buy Recycle Fee
				100-0702-552.30-18	2.00	Dollar Tree Grunski
				100-0702-552.30-18	15.20	Kwik Trip Grunski
				100-0702-552.30-18	4.95	Copps Grunski

AP Check Register
Check Date: 10/6/2011

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CARDMEMBER SERVICE...	31153...	10/6/2011...	...	100-0702-552.30-18	45.48	Marathon Oil Grunski
				100-0704-552.30-10	30.94	Tom's Drive In Pool
				100-0704-552.30-10	89.00	American Lifeguard Pool
				Total for check: 31153	5,979.29	
CAREW CONCRETE & SUPPLY CO INC	31154	10/6/2011	882177	100-1009-541.30-18	112.50	Concrete
				625-1010-541.30-18	637.50	Concrete
				601-1020-543.30-18	1,437.00	Concrete/Expansion Joint
				Total for check: 31154	2,187.00	
COMMON SENSE SOLUTIONS LLC	31155	10/6/2011		743-0403-513.21-04	1,008.16	Professional Services September, 2011
				Total for check: 31155	1,008.16	
CRESCENT ELECTRIC SUPPLY COMPANY	31156	10/6/2011	087-346348-00	100-0703-553.30-18	481.60	Lamp
				Total for check: 31156	481.60	
VALERIE DAVIS	31157	10/6/2011		100-0903-531.33-01	40.19	Sept. 2011 Expense Report
				Total for check: 31157	40.19	
EAST WISCONSIN SAVINGS BANK, SA	31158	10/6/2011		E WI SAVINGS 100-0000-441.13-00	81.84	Refuse Container Refund 646 Tayco Street
				Total for check: 31158	81.84	
FERGUSON ENTERPRISES INC #448	31159	10/6/2011	0689711	100-0703-553.24-03	24.76	Plumb Parts
				Total for check: 31159	24.76	
FOX VALLEY HUMANE ASSOCIATION	31160	10/6/2011		100-0806-532.25-01	1,675.95	August Transport Fees
				Total for check: 31160	1,675.95	
FOX VALLEY TECHNICAL COLLEGE	31161	10/6/2011	CLASS 25406	100-0801-521.34-02	250.00	Zemlock Training

AP Check Register
Check Date: 10/6/2011

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
FOX VALLEY TECHNICAL COLLEGE...	31161...	10/6/2011	TPB000122985/FY	100-0801-521.34-02	1,625.00	Police Training
			Total for check: 31161		1,875.00	
GERDAU AMERISTEEL	31162	10/6/2011	47008052	100-1003-541.30-18	188.00	Stake
			Total for check: 31162		188.00	
GUNDERSON UNIFORM & LINEN RENTAL	31163	10/6/2011	1425649	100-0801-521.30-13	30.95	Towels/Mats
		10/6/2011	1427335	100-0801-521.30-13	30.78	Towels/Mats
			Total for check: 31163		61.73	
HOTSY CLEANING SYSTEMS INC	31164	10/6/2011	0076577-IN	731-1022-541.30-18	345.00	Panel Wash
			Total for check: 31164		345.00	
ID NETWORKS	31165	10/6/2011	165605	743-0403-513.24-04	3,495.00	Fingerprint Submission Hardware & Software
			Total for check: 31165		3,495.00	
INTERSTATE BATTERY OF GREEN BAY	31166	10/6/2011	90070839	731-1022-541.38-03	209.90	Mt-78 & MTP-86
			Total for check: 31166		209.90	
JX ENTERPRISES INC	31167	10/6/2011	A-212220009	731-1022-541.38-03	(599.92)	Credit Voided Invoice
		10/6/2011	D-212550032	731-1022-541.38-03	10.65	Kil/Straps & Bolts
		10/6/2011	G-212090010	731-1022-541.38-03	243.26	28-in Fan Engine
		10/6/2011	G-212140003	731-1022-541.38-03	38.56	Element/Hose
		10/6/2011	G-212280007	731-1022-541.38-03	182.87	Dipslick-Engine oil
		10/6/2011	G-212440012	731-1022-541.38-03	(170.00)	Core
		10/6/2011	G-212580003	731-1022-541.38-03	49.38	Strap door stop
		10/6/2011	G-212590011	731-1022-541.38-03	7.98	Clamp/Hi Torque
		10/6/2011	G212270016	731-1022-541.38-03	388.09	Kil-Lift Valve
					7.28	Cap-Oil Fill

AP Check Register
Check Date: 10/6/2011

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
JX ENTERPRISES INC...	31167...	10/6/2011	G212560033	731-1022-541.38-03	71.47	Seal Trans Output
			Total for check: 31167		229.62	
LEVENHAGEN CORPORATION	31168	10/6/2011	043639A-IN	100-0000-131.00-00	13,391.35	Diesel Fuel
		10/6/2011	043648A-IN	100-0000-131.00-00	12,334.80	Unleaded Fuel
			Total for check: 31168		25,726.15	
MARTENSON & EISELE INC	31169	10/6/2011		100-0000-441.23-00	47.00	Cancel Park Rental
			Total for check: 31169		47.00	
MATTHEWS TIRE & SERVICE CENTER	31170	10/6/2011	215311	731-1022-541.38-02	24.54	Flat Repair
		10/6/2011	215344	731-1022-541.38-02	450.00	Tire/Balance
		10/6/2011	215376	731-1022-541.38-02	24.54	Flat Repair
		10/6/2011	39979	731-1022-541.38-02	1,115.96	Replace (4) tires
		10/6/2011	40748	731-1022-541.38-02	316.80	Tires
			Total for check: 31170		1,931.84	
MEDICAL PRODUCTS LABORATORIES INC	31171	10/6/2011	535122	100-0916-531.30-18	449.68	Dental Supplies
			Total for check: 31171		449.68	
MENASHA EMPLOYEES CREDIT UNION	31172	10/6/2011	20111006	100-0000-202.05-00	14,602.00	PAYROLL SUMMARY
			Total for check: 31172		14,602.00	
MENASHA EMPLOYEES CREDIT UNION	31173	10/6/2011	20111006	100-0000-202.10-00	131.44	PAYROLL SUMMARY
			Total for check: 31173		131.44	
MENASHA HEALTH DEPARTMENT	31174	10/6/2011		100-0904-531.33-03	10.00	Employee Costs

AP Check Register
Check Date: 10/6/2011

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MENASHA HEALTH DEPARTMENT...	31174...	10/6/2011...	...	100-0903-531.33-01	54.78	Employee Costs
				Total for check: 31174	64.78	
TOWN OF MENASHA POLICE DEPARTMENT	31175	10/6/2011		100-0000-201.03-00	588.60	Bond/MEPD 11-3120
				Total for check: 31175	588.60	
MENASHA UTILITIES	31176	10/6/2011		100-1008-541.22-03	183.70	Electric
				100-0703-553.22-03	571.71	Electric
				100-0703-553.22-05	373.42	Water
				100-0703-553.22-06	91.25	Storm
				100-9000-123.00-00	8.42	Electric
				100-0305-562.22-06	2.50	Storm
				100-0903-531.22-03	158.84	Electric
				100-0903-531.22-05	50.09	Water
				601-1020-543.22-03	56.30	Electric
				100-1012-541.22-03	15,449.97	August Street Lighting
				601-1020-543.22-05	647.04	Cleaning/Sewer Televising Phase 4
			601-1020-543.22-05	134.12	Terra Project Phase 4	
			Total for check: 31176	17,727.36		
MORTON SAFETY	31177	10/6/2011	611972	731-1022-541.30-18	66.51	Eyewear/Hard Hat Respirator/Rain Suit
				Total for check: 31177	66.51	
N&M AUTO SUPPLY	31178	10/6/2011	371800	731-1022-541.38-03	(79.19)	Pump Credit
		10/6/2011	373202	731-1022-541.38-03	(190.26)	Clamp/Muffler/Pipe Credit
		10/6/2011	374532	731-1022-541.38-03	8.74	Fuel filler
		10/6/2011	374821	731-1022-541.38-03	30.22	Filters/Cable
		10/6/2011	375114	731-1022-541.30-18	67.66	Fuses
		10/6/2011	375218	731-1022-541.38-03	9.96	Gas Cap
		10/6/2011	375282	731-1022-541.38-03	20.80	Air Filter
		10/6/2011	375303	731-1022-541.38-03	111.10	Brake pads/Rotor
		10/6/2011	375609	731-1022-541.38-03	92.27	Cable
				Total for check: 31178	1,000.00	

AP Check Register
Check Date: 10/6/2011

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
N&M AUTO SUPPLY...	31178...	10/6/2011	375760	731-1022-541.38-03	156.54	Oil Filter/Brake Pads
		10/6/2011	375861	731-1022-541.38-03	321.57	Rotors/Brake Pads
		10/6/2011	375936	731-1022-541.38-03	4.48	Oil Filter
		10/6/2011	376116	731-1022-541.38-03	58.89	Brake Pads
		10/6/2011	376133	731-1022-541.38-03	246.02	Brake Rotor & Pad Axle
			Total for check: 31178		858.80	
NATIONAL ELEVATOR INSPEC SERVICES	31179	10/6/2011	0036598	100-1001-514.20-04	75.00	City Hall Inspection
		10/6/2011	0036678	100-0801-521.24-03	75.00	Public Protection Bldg Elevator Inspection
			Total for check: 31179		150.00	
NEENAH-MENASHA MUNICIPAL COURT	31180	10/6/2011		100-0000-201.03-00	449.00	Bond MEPD 11-273
				100-0000-201.03-00	119.00	Bond, MEPD #11-228
			Total for check: 31180		568.00	
NEENAH-MENASHA SEWERAGE COMMISSION	31181	10/6/2011	2011-146	601-1021-543.25-01	67,858.47	October 2011 Wastewater Treatment
		10/6/2011	2011-152	601-1021-543.25-01	11,263.00	October 2011 Interest/Bond
			Total for check: 31181		79,121.47	
NETWORK HEALTH SYSTEM INC	31182	10/6/2011	275037	100-0202-512.21-05	1,052.00	Physical Exams/Tests
			Total for check: 31182		1,052.00	
OGDEN PLUMBING & HEATING INC	31183	10/6/2011	64587	100-0703-553.24-03	95.00	Remove Breaker
			Total for check: 31183		95.00	
PACKER CITY INTERNATIONAL	31184	10/6/2011	3-212550032	731-1022-541.38-03	71.45	Tube
		10/6/2011	3-212560051	731-1022-541.38-03	12.39	Lube Filter
		10/6/2011	3-212570055	731-1022-541.38-03	98.99	Filters/Hose
		10/6/2011	3-212570087	731-1022-541.38-03	87.58	Air Filters/Lube Filter

AP Check Register
Check Date: 10/6/2011

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
PACKER CITY INTERNATIONAL.....	31184...	10/6/2011	3-212570091	731-1022-541.38-03	75.36	Air Filter/AF/Lube Filter
			Total for check: 31184		<u>345.77</u>	
PITNEY BOWES INC	31185	10/6/2011	697525	100-1001-514.30-10	183.57	Ink Cartridges
			Total for check: 31185		<u>183.57</u>	
REDI-WELDING CO	31186	10/6/2011	14270	731-1022-541.30-18	260.00	Ramp
			Total for check: 31186		<u>260.00</u>	
REGISTRATION FEE TRUST TVRP	31187	10/6/2011	70ME	100-0000-454.00-00	500.00	Parking Ticket Processing
			Total for check: 31187		<u>500.00</u>	
RENT-A-FLASH OF WISCONSIN INC	31188	10/6/2011	31429	100-0000-201.15-00	280.00	Pedestian Signs
				100-0703-553.30-18	280.00	Pedestian Signs
			Total for check: 31188		<u>560.00</u>	
ROLAND MACHINERY EXCHANGE	31189	10/6/2011	21065702	731-1022-541.38-03	(25.43)	Credit
		10/6/2011	21066213	731-1022-541.38-03	671.63	Adapter/Rod
			Total for check: 31189		<u>646.20</u>	
HENRY SCHEIN INC	31190	10/6/2011	9392162-01	100-0916-531.30-18	364.72	Dental Supplies
			Total for check: 31190		<u>364.72</u>	
SPORTS GRAPHICS	31191	10/6/2011	4309-1827	826-0702-552.30-18	1,459.50	Shirts
		10/6/2011	4309-1862	100-0702-552.30-18	51.90	Shirts
		10/6/2011	4309-1893	100-0702-552.30-18	1,069.53	Grunski Shirts
		10/6/2011	62911C-MP	100-0702-552.30-18	39.80	Shirts
			Total for check: 31191		<u>2,620.73</u>	

AP Check Register
Check Date: 10/6/2011

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
STRAIGHT EDGE AUTO	31192	10/6/2011		100-0801-521.29-05	580.00	Repair Damage to Squad MEFD #11-2831
				Total for check: 31192	580.00	
TELVENT DTN	31193	10/6/2011		731-1022-541.29-04	2,437.84	Public Safety Online 10/8/11 to 10/7/12
				Total for check: 31193	2,437.84	
TESCH CHEMICAL CO INC	31194	10/6/2011		100-1001-514.30-13	11.70	Supplies
				Total for check: 31194	11.70	
THOMPSON & ASSOCIATES LLC	31195	10/6/2011		625-0000-201.19-00	1,680.00	Release Site Improvement 1429 Province
				Total for check: 31195	1,680.00	
ULTRADENT PRODUCTS INC	31196	10/6/2011		100-0916-531.30-18	1,256.33	Dental Supplies
				Total for check: 31196	1,256.33	
UNIFIRST CORPORATION	31197	10/6/2011		731-1022-541.20-01	107.94	Mat/Mop/Clothing Service
				Total for check: 31197	107.94	
UNITED WAY FOX CITIES	31198	10/6/2011		100-0000-202.09-00	113.16	PAYROLL SUMMARY
				Total for check: 31198	113.16	
US CELLULAR	31199	10/6/2011		100-0201-512.22-01	32.40	Captain
				100-0401-513.22-01	12.07	Stoffel
				100-1019-552.22-01	24.71	Bridges
				743-0403-513.22-01	107.06	IT
				601-1020-543.22-01	5.08	Confined Space
				100-1001-514.22-01	63.10	Alix/Cust 1
				100-0601-551.22-01	6.39	Cust 2
100-0801-521.22-01	339.89	PD				
100-0919-531.22-01	48.82	Net/Health				

AP Check Register
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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
US CELLULAR...	31199...	10/6/2011...	200267787-091...	100-0904-531.22-01	64.64	Drew
				100-1002-541.22-01	134.14	Radlke/Eng
				100-0702-552.22-01	49.20	Tungate
				100-0703-553.22-01	179.00	Parks
				100-0304-562.22-01	22.98	Keil
				731-1022-541.22-01	97.68	Jacobson
				100-1008-541.22-01	9.05	Card
				601-1020-543.22-01	5.08	Sewer Truck
				Total for check: 31199	1,201.29	
	US PETROLEUM EQUIPMENT	31200	10/6/2011	186955	731-1022-541.21-06	575.91
			Total for check: 31200		575.91	
US VENTURE		31201	10/6/2011	L42543	731-1022-541.21-06	60.00
			Total for check: 31201		60.00	
	WC INDUSTRIAL SUPPLY COMPANY	31202	10/6/2011	0015172-IN	731-1022-541.38-03	152.61
			Total for check: 31202		152.61	
WE ENERGIES		31203	10/6/2011	4410-797-129	100-1012-541.22-03	2,218.25
		10/6/2011		100-0703-553.22-03	37.50	Menasha Conservancy
			Total for check: 31203		2,255.75	
WE ENERGIES	31204	10/6/2011		267-0102-581.22-04	9.25	198 River Street
			Total for check: 31204		9.25	
WIL-KIL PEST CONTROL	31205	10/6/2011	1914181	731-1022-541.20-07	64.00	Contract
		10/6/2011	1914194	100-0920-531.20-07	105.00	Ext Insect

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
WIL-KIL PEST CONTROL...	31205...	10/6/2011...	1914194...	100-0920-531.20-07	(105.00)	Reverse Entry
			Total for check: 31205		64.00	
WINNEBAGO COUNTY HOUSING AUTHORITY	31206	10/6/2011	CART REFUND	100-0000-441.13-00	9.50	Cart Refund/1501 Lucerne
			Total for check: 31206		9.50	
WINNEBAGO COUNTY TREASURER	31207	10/6/2011	RF101038	266-1029-543.25-01	2,067.00	159 Appliances
			Total for check: 31207		2,067.00	
WINNEBAGO COUNTY TREASURER	31208	10/6/2011		310-0409-571.61-01	5,814.76	ATS
				310-0410-571.61-02	3,319.93	ATS
			Total for check: 31208		9,134.69	
WISCONSIN COUNCIL 40 PER CAPITA TAX	31209	10/6/2011	20111006	100-0000-202.06-00	260.00	PAYROLL SUMMARY
			Total for check: 31209		260.00	
WISCONSIN COUNCIL 40 PER CAPITA TAX	31210	10/6/2011	20111006	100-0000-202.07-00	271.05	PAYROLL SUMMARY
			Total for check: 31210		271.05	
WISCONSIN DOWNTOWN ACTION COUNCIL	31211	10/6/2011		100-0304-562.33-02	99.00	Downtown Revitalization
			Total for check: 31211		99.00	
WISCONSIN SUPPORT COLLECTIONS	31212	10/6/2011	20111006	100-0000-202.03-00	1,317.32	PAYROLL SUMMARY
			Total for check: 31212		1,317.32	
WRIGHT INDUSTRIAL INC	31213	10/6/2011	0604980-IN	100-0000-132.00-00	450.28	Cleaning Supplies
			Total for check: 31213		450.28	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ZARNOTH BRUSH WORKS INC	31214	10/6/2011	0135573-IN	625-1010-541.30-15	569.00	Broom Refill
					569.00	Dirt Shoe
					<u>569.00</u>	

258,710.43

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AAA SANITATION INC	31215	10/13/2011	172486	100-0703-553.20-09	49.95	Handicap Portable Toilet Brighton Beach
			172487	100-0703-553.20-09	100.00	Handicap Portable Toilet Jefferson Boat Landing
			Total for check: 31215		149.95	
ACC PLANNED SERVICE INC	31216	10/13/2011	6076	100-0801-521.24-03	150.00	Crane Charge PPF HVAC
				100-0501-522.24-03	100.00	Crane Charge PPF HVAC
Total for check: 31216					250.00	
ACCENT FLORAL & GIFTS LLC	31217	10/13/2011	000030966	100-0408-552.30-16	40.00	William Benner
			Total for check: 31217		40.00	
APPLETON SIGN COMPANY	31218	10/13/2011	4204	100-0801-521.29-05	52.22	Replace Sticker on Squad
			Total for check: 31218		52.22	
AQUATIC BIOLOGISTS INC	31219	10/13/2011	256269	100-0703-553.30-15	292.95	Weed Cutter/Lake Rake
			Total for check: 31219		292.95	
BADGER HIGHWAYS CO INC	31220	10/13/2011	154971	100-1003-541.82-02	10,044.52	Asphalt Hotmix
			155003	100-1003-541.82-02	13,815.53	Asphalt Hotmix
			155042	100-0703-553.30-18	33.50	Screenings-Jefferson
Total for check: 31220					23,893.55	
BADGER LAB & ENGINEERING INC	31221	10/13/2011	INV000046481	601-1020-543.21-02	590.00	Report #1107999A
			INV000046484	601-1020-543.21-02	665.00	Report 1107997A
Total for check: 31221					1,255.00	
BARNES & THORNBURG L.L.P.	31222	10/13/2011	1435823	267-0102-581.21-01	1,303.50	Steam Utility
			Total for check: 31222		1,303.50	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
BAYCOM INC	31223	10/13/2011	135937	100-0801-521.29-05	110.00	Service Squad 22
		10/13/2011	62685	100-0801-521.30-15	92.50	Ant VHF Helical
			Total for check: 31223		202.50	
BRAUN, REGAN	31224	10/13/2011	REGAN BRAUN	100-0000-441.25-00	24.00	Class Cancellation
			Total for check: 31224		24.00	
BRAZEE ACE HARDWARE	31225	10/13/2011		100-0703-553.24-03	6.69	Hardware
				207-0707-552.24-03	6.69	Hardware
			Total for check: 31225		13.38	
BRUCE MUNICIPAL EQUIPMENT INC	31226	10/13/2011	5112727	731-1022-541.38-03	1,059.00	Conveyor Belt/Flange/Seal
			Total for check: 31226		1,059.00	
BUILDERS SERVICE CENTER	31227	10/13/2011	8009178-IN	100-0501-522.24-03	115.00	Door Closer
				100-0501-522.24-03	75.00	Office Door Closer
				100-1001-514.24-03	40.00	Office Door Closer
				100-0501-522.24-03	(115.00)	Reverse Transaction
		Total for check: 31227		115.00		
CAREW CONCRETE & SUPPLY CO INC	31228	10/13/2011	883850	601-1020-543.30-18	1,162.50	Concrete
		10/13/2011	884495	601-1020-543.30-18	168.75	Concrete
			Total for check: 31228		1,331.25	
CASPER'S TRUCK EQUIPMENT INC	31229	10/13/2011	53998	731-1022-541.38-03	85.00	4-Way Valve
			Total for check: 31229		85.00	

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CDW	31230	10/13/2011	ZRD6733	743-0403-513.30-15	114.80	Emergency Replacement UPS Battery
			Total for check: 31230		114.80	
COUSINEAU AUTO INC	31231	10/13/2011	112016	731-1022-541.38-03	30.00	Used Radio
			Total for check: 31231		30.00	
DAVIS & KUETHAU	31232	10/13/2011	339502	100-0202-512.21-01	1,008.00	2009-10 Negotiation Police
			Total for check: 31232		1,008.00	
DEPARTMENT OF WORKFORCE DEVELOPMENT	31233	10/13/2011	2952816	100-0706-561.15-09	5.93	September, 2011
			100-0304-562.15-09		132.20	September, 2011
			Total for check: 31233		138.13	
DIGICORPORATION	31234	10/13/2011	115773	100-0203-512.30-10	26.00	Vellum
			115777	100-0801-521.29-01	140.00	Police Dept. Envelopes
			100-0000-134.00-00		(58.00)	Police Dept. Envelopes
			Total for check: 31234		98.00	
FACTORY MOTOR PARTS CO	31235	10/13/2011	18-1052878	731-1022-541.38-03	308.03	Pump
			Total for check: 31235		308.03	
FASTENAL COMPANY	31236	10/13/2011	WINEE68327	100-0703-553.24-03	58.86	SSS Cups
			Total for check: 31236		58.86	
FIRST NATIONAL BANK FOX VALLEY	31237	10/13/2011		100-0401-513.21-03	42.00	Safe Deposit Box Rent
			Total for check: 31237		42.00	
BRAD FREIMUTH SUBURBAN MASONRY LLC	31238	10/13/2011	1412	100-0703-553.24-05	485.00	Tayco St. Fountain
			1413	100-1001-514.24-03	350.00	City Hall Pillars

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BRAD FREIMUTH SUBURBANI MASONRY LLC...	31238...	10/13/2011...	1413...	100-1013-541.30-18	880.00	Parking Ramp Pillars
			Total for check: 31238			<u>1,715.00</u>
GANNETT WISCONSIN MEDIA	31239	10/13/2011	0005843588	100-0405-513.29-02	708.66	8/29-9/25/11/Legals
			Total for check: 31239			<u>708.66</u>
GERBER LEISURE PRODUCTS INC	31240	10/13/2011	22355	100-0703-553.30-18	372.00	Seesaw Spring Assemblies
			Total for check: 31240			<u>372.00</u>
GREIN, RHONDA	31241	10/13/2011	RHONDA GREIN	100-0000-441.25-00	24.00	Class Cancellation
			Total for check: 31241			<u>24.00</u>
GUNTA & REAK SC	31242	10/13/2011	6448/GUETHS	733-0206-512.21-01	1,697.25	Gueths/PR043667
			Total for check: 31242			<u>1,697.25</u>
HEARTLAND LABEL PRINTERS INC	31243	10/13/2011	155998-H	743-0403-513.21-04	12.95	DNS Hosting Agreement
			Total for check: 31243			<u>12.95</u>
HOME DEPOT CREDIT SERVICES	31244	10/13/2011	2092550	100-0601-551.24-03	9.41	Library Staff Door
			3092386	100-0601-551.24-03	24.44	Library Staff Door
			6033911	100-0703-553.24-03	12.66	Screws
			7084420	100-0703-553.24-03	29.76	Parks
Total for check: 31244			<u>76.27</u>			
IMPERIAL SUPPLIES LLC	31245	10/13/2011	HB1209	731-1022-541.30-18	145.22	Unlined Leather Gloves
			Total for check: 31245			<u>145.22</u>

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INDEPENDENT INSPECTIONS LTD	31246	10/13/2011	305320	100-0301-523.21-06	11,802.41	11,802.41 September, 2011 Permits			
				Total for check: 31246				11,802.41	
INTERSTATE BATTERY OF GREEN BAY	31247	10/13/2011	90071066	731-1022-541.38-03	87.95	87.95 Stock			
				Total for check: 31247				87.95	
JOHN'S SAW SERVICE	31248	10/13/2011	8480	731-1022-541.38-03	69.95	69.95 Drive Shaft			
				Total for check: 31248				69.95	
JX ENTERPRISES INC	31249	10/13/2011	G-212640001	731-1022-541.38-03	264.88	264.88 Tank-Air Sll			
				Total for check: 31249				264.88	
KAUKAUNA POLICE DEPARTMENT	31250	10/13/2011		100-0000-201.03-00	114.00	114.00 Bond/MEPD 11-3247			
				Total for check: 31250				114.00	
KITZ & PFEIL INC	31252	10/13/2011		100-0801-521.30-18	5.39	5.39 Batteries/Laser Unit			
				100-0920-531.24-03	3.14	3.14 Door Trim			
				100-0703-553.24-03	7.19	7.19 Caulk			
				100-0920-531.24-03	38.54	38.54 Paint/Paint Materials			
				100-0920-531.24-03	12.14	12.14 Paint			
				100-1003-541.30-18	23.95	23.95 Clamps			
				100-1001-514.24-03	10.18	10.18 Hardware			
				100-0703-553.30-18	38.83	38.83 Hardware			
				731-1022-541.30-18	4.90	4.90 Hardware			
				625-1010-541.30-18	5.00	5.00 Pump Hoses/Fire Station			
				100-0703-553.30-18	23.99	23.99 Hardware for Picnic Table			
				100-0920-531.24-03	10.76	10.76 Castler			
				731-1022-541.30-18	2.24	2.24 Shop Supplies			
				100-1019-552.30-18	9.98	9.98 Trash Bags			
				731-1022-541.38-03	35.33	35.33 Pipe/Coupling/Elbow			
100-0704-552.24-03	7.64	7.64 Light Bulb							

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description		
KITZ & PFEIL INC...	31252...	10/13/2011	090614-0080	100-0704-552.24-03	18.61	Paint		
			090614-0093	100-0703-553.24-03	22.55	Hart Vandalism		
			090809-0004	100-0703-553.24-03	4.04	Hart Vandalism		
			090909-0001	100-1002-541.30-18	20.92	Spade Shovel		
			091214-0021	625-1010-541.30-18	6.97	Spade Shovel		
			091214-0038	100-0703-553.24-03	7.18	Batteries		
			091414-0042	100-1008-541.30-18	6.18	Enamel		
			091614-0011	731-1022-541.38-03	3.14	Elbow		
			091614-0032	100-0703-553.24-03	3.50	Hardware		
			092014-0021	100-0703-553.30-18	4.49	Hide Glue		
			092014-0083	100-1008-541.30-18	9.88	Staples		
						100-0801-521.24-03	6.37	Enamel/Lock Ease
						100-0903-531.30-13	8.62	Batteries
				5.98	Filter			
			Total for check: 31252	367.63				
KLOES, BETH	31253	10/13/2011	BETH KLOES	100-0000-441.13-00	45.00	Refund Dumpster Rental		
						Total for check: 31253	45.00	
L. F. GEORGE INC	31254	10/13/2011	IC31330	731-1022-541.38-03	84.40	Bracket		
						Total for check: 31254	84.40	
LAKE PARK VILLAS HOMEOWNERS ASSN	31255	10/13/2011		100-0703-553.21-06	1,508.83	Lake Park Villas		
				100-0703-553.22-03	222.16	Lake Park Villas		
				100-1012-541.22-03	35.73	Lake Park Villas		
				625-1010-541.22-03	1,049.36	Lake Park Villas		
					Total for check: 31255	2,816.08		
LAPPEN SECURITY PRODUCTS INC	31256	10/13/2011	LSPQ20892	100-1001-514.30-18	60.00	Keys		
						Total for check: 31256	60.00	

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MANAWA TELEPHONE CO	31257	10/13/2011		743-0403-513.22-01	39.95	Internet Service
	Total for check: 31257				39.95	
MARSHALL & ILSLEY TRUST COMPANY NA	31258	10/13/2011	4018652	100-0202-512.21-06	260.00	Monthly Fees
	Total for check: 31258				260.00	
MATTHEWS TIRE & SERVICE CENTER	31259	10/13/2011	215433	731-1022-541.38-02	15.30	Flat Repair
		10/13/2011	39941	731-1022-541.38-02	118.59	LP Rubber Snap/Tire/Foam
		10/13/2011	40091	731-1022-541.38-02	264.00	Replace Trailer Tires
		10/13/2011	40191	731-1022-541.38-02	880.00	Replace Tires
	Total for check: 31259				1,277.89	
MENARDS-APPLETON EAST	31260	10/13/2011	63185	100-1003-541.30-18	80.50	Studs
	Total for check: 31260				80.50	
MENASHA EMPLOYEES CREDIT UNION	31261	10/13/2011	20111013	100-0000-202.05-00	1,607.00	PAYROLL SUMMARY
	Total for check: 31261				1,607.00	
POSTMASTER	31262	10/13/2011		266-1027-543.30-11	1,521.31	Horizon Newsletter
	Total for check: 31262				1,521.31	
MENASHA UTILITIES	31263	10/13/2011		267-0102-581.22-03	1,032.96	Electric
				267-0102-581.22-05	150.35	Water
	Total for check: 31263				1,183.31	
MOTION INDUSTRIES INC	31264	10/13/2011	W102-579875	731-1022-541.38-03	1,071.42	Long Hose
	Total for check: 31264				1,071.42	
NEENAH-MENASHA MUNICIPAL COURT	31265	10/13/2011		100-0000-201.03-00	139.00	Bond. MEPD #11-235

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NEENAH-MENASHA MUNICIPAL COURT...	31265...	10/13/2011...	...	100-0000-201.03-00	172.00	Bail/MEPD 11-287
				Total for check: 31265	311.00	
RAY O'HERRON CO INC	31266	10/13/2011	1122491-IN	100-0801-521.30-15	1,482.49	Blade/Taser
			Total for check: 31266		1,482.49	
PACKER CITY INTERNATIONAL	31267	10/13/2011	3-212630081	731-1022-541.38-03	38.46	Air Filters
		10/13/2011	3-212630082	731-1022-541.38-03	12.22	Air Filter
			Total for check: 31267		50.68	
POLK DIESEL & MACHINE INC	31268	10/13/2011	123342	731-1022-541.38-03	24.13	Oil Filler
			Total for check: 31268		24.13	
POSTAL ANNEX	31269	10/13/2011	180201	100-0904-531.30-11	8.79	September Mailings
		10/13/2011	180289	100-0801-521.30-11	7.81	September Mailings
		10/13/2011	180318	100-0904-531.30-11	10.65	September Mailings
		10/13/2011	180431	100-0904-531.30-11	10.29	September Mailings
		10/13/2011	180452	731-1022-541.30-11	16.65	September Mailings
		10/13/2011	180465	100-0801-521.30-11	7.81	September Mailings
		10/13/2011	180636	743-0403-513.30-11	11.79	September Mailings
		10/13/2011	180823	100-0801-521.30-11	7.81	September Mailings
		10/13/2011	180852	100-0801-521.30-11	8.16	September Mailings
		10/13/2011	181070	100-0801-521.30-11	8.68	September Mailings
		Total for check: 31269		98.44		
DENISE QUICK	31270	10/13/2011		100-1001-514.33-01	25.20	September, 2011 Mileage
			Total for check: 31270		25.20	

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RED	31271	10/13/2011	00W50043	100-0801-521.19-03	154.79	Brunn Jacket
			Total for check: 31271		154.79	
REGISTRATION FEE TRUST	31272	10/13/2011	REG FEE TRUST	100-0801-521.29-05	90.50	Title Fee
			Total for check: 31272		90.50	
RIESTERER & SCHNELL INC	31273	10/13/2011	282706	731-1022-541.38-03	29.97	Bushing
			Total for check: 31273		29.97	
ROAD EQUIPMENT	31274	10/13/2011	WA535794	731-1022-541.38-03	59.07	Jack 2K Sidewind
			Total for check: 31274		59.07	
SCHAEFFER MFG CO	31275	10/13/2011	UL4568-INV1	731-1022-541.30-18	39.10	Grease Gun
		10/13/2011	UL4568-INV2	731-1022-541.30-18	292.40	Moly Ultra Red Supreme
			Total for check: 31275		331.50	
SERVICEMASTER BUILDING MAINTENANCE	31276	10/13/2011	133544	100-0801-521.20-01	1,395.00	Janitorial Service Police Dept
		10/13/2011	133549	100-0801-521.20-01	50.00	Janitorial Service Police Garage
			Total for check: 31276		1,445.00	
SHERWIN-WILLIAMS CO	31277	10/13/2011	5002-4	100-0703-553.30-18	34.79	Smith Park Pavilion
			Total for check: 31277		34.79	
SPORTS GRAPHICS	31278	10/13/2011	53111CO	100-0801-521.30-18	188.70	Youth Academy Shirts
		10/13/2011	72911C-COMA	100-0804-521.30-18	232.00	Auxiliary Shirts
		10/13/2011	92011BT	100-0702-552.30-18	75.81	Grunski T-shirts
			Total for check: 31278		496.51	

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ROBERT STANKE	31279	10/13/2011		100-0801-521.21-06	5,400.00	September Consultant Fees
			Total for check: 31279		5,400.00	
STAPLES ADVANTAGE	31280	10/13/2011	8019674364	100-0401-513.30-10	132.57	Folders/Staples Heavy Duty Stapler
			Total for check: 31280		132.57	
SWIDERSKI EQUIPMENT INC	31281	10/13/2011	IF09073	731-1022-541.38-03	87.93	Filters
			Total for check: 31281		87.93	
THOMPSON, KRISTIN	31282	10/13/2011	KRISTIN THOMPSON	100-0000-441.25-00	30.00	Class Cancellation
			Total for check: 31282		30.00	
UNIFIRST CORPORATION	31283	10/13/2011	097-0095980	731-1022-541.20-01	109.69	Mats/Shirts/Coveralls
			Total for check: 31283		109.69	
US LUBRICANTS	31284	10/13/2011	50000540	731-1022-541.30-18	1,538.26	Oil
		10/13/2011	50000820	731-1022-541.30-18	889.30	Maxlife Dexron/Mercon
			Total for check: 31284		2,427.56	
VERIZON WIRELESS	31285	10/13/2011	2634677854	743-0403-513.30-15	399.90	Squad Car Service
			Total for check: 31285		399.90	
WAUSAU EQUIPMENT COMPANY INC	31286	10/13/2011	146552	100-1006-541.30-18	1,741.31	Bushing/Hole Shock
			Total for check: 31286		1,741.31	
WAVERLY SANITARY DISTRICT	31287	10/13/2011		100-0703-553.22-05	44.95	Water & Sewer/2170 Plank
			Total for check: 31287		44.95	

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Check Date: 10/13/2011

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
WC INDUSTRIAL SUPPLY COMPANY	31288	10/13/2011	0015200-IN	731-1022-541.38-03	53.09	Cup & Cone	
				Total for check: 31288	53.09		
WE ENERGIES	31289	10/13/2011		100-0701-533.22-03	8.25	North St	
				Total for check: 31289	8.25		
WE ENERGIES	31290	10/13/2011		100-1008-541.24-03	240.54	Service	
				Total for check: 31290	240.54		
WESTGOR FUNERAL HOME	31291	10/13/2011		100-0000-201.03-00	725.00	Gremore	
				Total for check: 31291	725.00		
ROBERT WILLIS	31292	10/13/2011	0912/GUETHS	735-0207-512.21-06	5,000.00	Gueths/Claim PR043667	
				Total for check: 31292	5,000.00		
WINNEBAGO COUNTY CLERK OF COURTS	31293	10/13/2011		100-0000-201.03-00	500.00	Bond, MEPD #11-3219	
				Total for check: 31293	500.00		
WINNEBAGO COUNTY REGISTER OF DEEDS	31294	10/13/2011	183860	100-0402-513.29-01	68.50	Copies for August	
				Total for check: 31294	68.50		
WINNEBAGO COUNTY TREASURER	31295	10/13/2011	1704	100-0805-521.25-01	1,029.20	Inmate Charges	
				LF117845	266-1027-543.25-01	1,129.50	September, 2011 Recycling
				Total for check: 31295	2,158.70		
WISCONSIN COUNCIL 40 PER CAPITA TAX	31296	10/13/2011	20111013	100-0000-202.06-00	260.00	PAYROLL SUMMARY	
				Total for check: 31296	260.00		

AP Check Register
Check Date: 10/13/2011

<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>
WISCONSIN SUPPORT COLLECTIONS	31297	10/13/2011	20111013	100-0000-202.03-00	440.23	440.23 PAYROLL SUMMARY
			Total for check: 31297		<u>440.23</u>	
YMCA OF THE FOX CITIES	31298	10/13/2011	CM100111	100-0920-531.21-06	22,185.00	22,185.00 4th Quarter Installment
			Total for check: 31298		<u>22,185.00</u>	
AARON ZEMLOCK	31299	10/13/2011		100-0801-521.34-03	270.75	270.75 Sept Expense Report
			Total for check: 31299		<u>270.75</u>	
					<u>106,288.19</u>	

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 07/21/2011 and signed by Buyer Riverside Building, Inc.,
2 for purchase of real estate at 81 Racine St, 87 Racine St, 504 Broad St; City of Menasha
3 is rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the
4 Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in
5 any other Counter-Offer unless incorporated by reference.]

6 1. Purchase Price to be Seventy-five Thousand Dollars (\$75,000.00).

7
8 2. Property to be sold "AS IS".

9
10 3. Any and all tests and inspections in the Offer shall be completed by Buyer, at Buyer's
11 expense.

12
13 4. Paragraph 3 of the Addendum to the Offer to Purchase shall be deleted and replace
14 with: "Seller shall, within 10 days of the acceptance date of this Offer, provide Buyer
15 with any and all reports, assessments and data in Seller's possession relating to the
16 environmental condition of the Property. Buyer may obtain within 45 days of the
17 acceptance date of this Offer, at Buyer's expense, a Phase I Environmental Audit of the
18 property from an environmental engineer chosen by Buyer to the effect that there is no
19 evidence of solid, hazardous or toxic disposal or underground storage tanks on the
20 property. If for any reason, at Buyer's sole discretion, said study indicates any
21 unsatisfactory condition, Buyer shall serve written notice on Seller within said 45 day
22 period, and this Offer shall become null and void and all earnest money returned to Buyer.
23 Should Buyer fail to serve said written notice, Seller shall deem this contingency waived.

24
25 5. Paragraph 5 of the Addendum to the Offer to Purchase shall be deleted in it's entirety
26 from the Offer. Buyer shall be responsible for all costs of any survey work.

27
28 6. "Final Acceptance" of this Counter-Offer and or any subsequent counter-offer(s) shall
29 be subject to the approval of the City of Menasha Common Council.

30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
32 making the Counter-Offer on or before October 19, 2011 (Time is of the
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
34 otherwise provided in this Counter-Offer.

35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
36 **provided at lines 31-34.**

37 This Counter-Offer was drafted by Robert Drifka, Drifka Group Inc. on 10/06/2011.
38 Licensee and Firm ▲ Date ▲

39 *Vernon Larsen* 10/6/11
40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲
41 Print name ▶ Riverside Building, Inc. - Vernon Larsen Print name ▶

42
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
44 Print name ▶ City of Menasha By: Print name ▶

45 This Counter-Offer was presented by _____ on _____
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**
50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**



TO: City of Menasha Common Council

FROM: ^{KH} Kara Homan, AICP, Principal Planner, Community Development Department

DATE: October 13, 2011

RE: WisDOT Transportation Enhancement (TE) Grant Award & Next Steps

Project Overview:

In March, the Wisconsin Department of Transportation (WisDOT) notified the City of Menasha of its intentions to award \$314,608 in federal "Transportation Enhancement – TE" funds to fund up to 80 percent of the proposed Province Terrace Trail costs (see attached WisDOT Project Agreement). The total estimated cost of the WisDOT funded project is estimated at \$393,260, which equals a required local share of \$78,652 (20%). It is expected the bulk of this match will be in the form of force account labor. Cash match, if any, will most likely be from TID #9. Additional expenditures outside of the project will likely be required to acquire non-city owned property adjacent to the Menasha Conservancy and to conduct preliminary design and environmental assessment work.

The project consists of construction of a trail connecting existing trails along Province Terrace and Midway Road through the Menasha Conservancy to the eastern terminus of the State Friendship Trail (see attached map). The proposed trail will be comprised of the following:

- Appx. 1,900 linear feet of 12 foot wide Asphalt Trail
- Appx. 1,200 linear feet of 14 foot wide Composite Material Boardwalk (through wetland segments)

Note: Actual lengths and alignment will depend on land acquisition and environmental conditions.

Construction of this segment of the Province Terrance Trail will help provide a critical link for a north-south connector between Appleton and Menasha, and provide many City residents in Calumet County an option for safe bike and pedestrian access to other parts of the City via the Friendship Trail.

Immediate Action Needed:

Given that the award was offered in March, WisDOT is requesting that the City execute the project agreement as soon as possible to ensure the funds remain obligated to the City of Menasha. Staff recommends that the Menasha Common Council approve executing the project agreement with WisDOT. This recommendation is supported by the proposed trail extension's inclusion in the *City of Menasha Year 2030 Comprehensive Plan*, adopted by Ordinance O-16-08 (see Map 4-2; page 4-21; a paper copy of this map is included in your packet with the Memorandum from Director Tungate on the Update on New Eastside Park).

Future Steps:

If approved by the Menasha Common Council, the executed project agreement will be submitted to WisDOT. Should the project proceed, future steps will include: coordination with private property owners for environmental assessment, preliminary design, and property acquisition; securing engineering services via a qualification based process; and acquiring construction services via competitive bid.

Proposed Province Terrace Trail Segment



Legend

- Existing Trail
- Proposed Province Terrace Trail Segment
- Future Trail
- TID #9



Division of Transportation
System Development
Northeast Regional Office
944 Vanderperren Way
Green Bay, WI 54304

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet web site: www.dot.wisconsin.gov

Telephone: (920)492-5643
Facsimile (FAX): (920)492-5640
E-mail: greenbay.dtsd@dot.wi.gov

April 5, 2011

Subject: Fiscal Year 2011 -2013
Local Transportation Enhancements (TE) Program

Dear Sponsor,

Attached is a copy of the "State/Municipal Agreement for a Highway Improvement Project" (SMA) for your project. Please review the proposed agreement and if it is satisfactory, please make 4 copies, sign in blue ink, and return 3 signed hard copies to:

Kathleen Drews
Northeast Region
944 Vanderperren Way
Green Bay, WI 54304

The costs in this agreement are estimated costs. Design engineering costs will be based on the actual costs to complete the projects, plus engineering costs to administer the contract. The SMA template has been updated to address new policy information and process.

In order for your project to be eligible for federal funding, specific guidelines must be followed. Please contact Jeff Saxby of Short Elliot Hendrickson (SEH) in the Appleton office. SEH is the Northeast Region Consultant that will help you to begin the design/project bid letting process. His number is: 920-380-2805.

NOTE: Beginning with the projects awarded in 2010, local sponsors constructing projects requiring a LLC must attend a one-day training session. The training session instructs sponsors on the local letting process and results in certification to administer and deliver these projects. A training session was held in the Green Bay office on February 10, 2011. The certification must be completed and sent to Brian Edwards at the above address. **The project will not be authorized for charging until the sponsor is certified.**

The Sponsor's Guide to Non-Traditional Transportation Project Implementation is available online at: <http://www.dot.wisconsin.gov/localgov/aid/te.htm>

If you have any questions related to the TE program or the SMA, please contact me at 920-492-5704 or Glenn Landis at 920-492-4110.

Sincerely,

A handwritten signature in black ink that reads "Kathleen Drews". The signature is written in a cursive, flowing style.

Kathleen Drews
Program Manager
NE Region – Green Bay

cc: Jeff Saxby, SEH
Encl.



**STATE/MUNICIPAL AGREEMENT
FOR A LOCAL LET
TRANSPORTATION
ENHANCEMENTS PROJECT**

Program Name: Transportation
Enhancements (TE)
Sub-program #: 214

Date: March 31, 2011
I.D.: 4992-02-00/71
Project Title: City of Menasha Province Terrace Trail
Location/Limits (as applicable): City of Menasha
County: Calumet
Project Length (if applicable): 3100 LF
Project Sponsor: City of Menasha
MPO Area: East Central Wisconsin RPC

The signatory, City of Menasha, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.026(1) authorizes the State to administer a program to award grants of assistance to any political subdivision or state agency for transportation enhancement activities consistent with federal regulations promulgated under 23 USC 133 (b) (8).

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this project consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: The proposed project will construct a continuation of the existing Province Terrace Trail. The trail segment will consist of 1200 LF of a 14-foot wide composite material boardwalk in addition to 1900 LF of 12-foot wide asphaltic trail. The proposed trail will connect the north-south linkages near the Winnebago and Calumet County boundaries with the City of Menasha and Fox Valley area. This project will construct the southern-most segment beginning at Nature's Way, extending through a wetlands area and terminating at the intersection of STH 10/114 where it will connect with the existing State Freedom Trail. Portions of the proposed trail will extend through the Menasha Conservancy and easements will be required to continue the trail through four privately owned parcels.

Need for or Benefits of Project – summarize reasons for request: Currently there is no north-south bicycle/pedestrian route connecting the City of Appleton with the Cities of Neenah/Menasha. The City of Menasha has adopted a Year 2030 Comprehensive Plan under the Wisconsin Growth Management Legislation in addition to an Open Space and Recreation Facilities Plan for 2007-2011. The plans have sections on bicycle and pedestrian facilities, the proposed trail project was identified in both plans.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: Project design will be funded 100% by the project sponsor.

The Project Sponsor agrees to the following Calendar Year 2010 (FY 2011-2013) Transportation Enhancements (TE) Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of \$314,608 for all federally-funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the \$314,608 federal funding maximum, in accordance with TE program guidelines. Project design will be funded 100% by the Project Sponsor. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or project ID is authorized and available for charging.

This project is subject to a DBE goal assessment of 0% of the construction project cost. The DBE goal is waived if the Project Sponsor constructs the project under an approved Local Force Account (LFA) Agreement. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 4992-02-00					
Design	N/A	N/A	0%	N/A	100%
Design Review #	\$13,400	\$10,720	80%*	\$2,680	20%*
ID 4992-02-71					
Participating Construction	\$377,360	\$301,888	80%*	\$75,472	20%*
Participating Construction Review #	\$2,500	\$2,000	80%*	\$500	20%*
Non-Participating Construction	\$0	\$0	0%	\$0	100%
Total Est. Cost Distribution	\$393,260	\$314,608	MAX.	\$78,652	N/A

*This project has a Transportation Enhancements federal funding maximum of \$314,608. This maximum is cumulative for all federally funded project phases.

Review costs are administered and paid for by WisDOT. The Project Sponsor will be billed for any required local match and for costs beyond the cumulative federal or state funding.

This request is subject to the terms and conditions that follow (pages 4 – 10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State-Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: City of Menasha (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Enhancements Program, including but not limited to 23 U.S.C. 133 and Wis. Stat. 85.026.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.
5. The project is one of the transportation enhancement activities consistent with federal regulations promulgated under 23 USC 133 (b) (8).

STATE RESPONSIBILITIES AND REQUIREMENTS:

6. Funding of the project is subject to inclusion in Wisconsin's approved Transportation Enhancements program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

- b. Storm sewer mains necessary for the surface water drainage.
- c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Management Consultant and State Review Services.

7. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

- 8. Work necessary to complete the subject Transportation Enhancements project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Preliminary Engineering.
 - d. Real estate for the improvement.
 - e. Removal of snow from the trail.
 - f. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - g. Conditioning, if required and maintenance of detour routes.
 - h. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - i. All work related to underground storage tanks and contaminated soils.

j. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

9. The work eligible for Federal and State participation will be administered by the Project Sponsor.
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The Project Sponsor will assume all responsibility for complying with the applicable Disadvantaged Business Enterprise (DBE) goal assigned to this project. This project is subject to a DBE goal assessment of 0% of the construction project cost. The DBE goal is waived if the Project Sponsor constructs the project under an approved Local Force Account (LFA) Agreement.
19. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
22. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
23. Federal Single Audits of the Project Sponsor:
 - a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. A-133).
 - b. This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
24. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
25. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
26. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

27. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

28. The project must be authorized for construction within three years from the date of approval of the State/Municipal Agreement by the State. Extensions are available upon the State's approval of a written request made by the Project Sponsor. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

29. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by

virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 – Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have

voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

31. **Contract Modification:** This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
32. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
33. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
34. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

35. The Project Sponsor agrees to the following Calendar Year 2010 {FY 2011-2013} Transportation Enhancements program project funding conditions:
 - a. ID 4992-02-00: Design costs are funded 100% by the Project Sponsor this includes Plan Development. Management Consultant Review and State Review are funded 80% federal funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal funding cap. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract.
 - b. Real estate and any related review costs are funded 100% by the Project Sponsor. Real estate acquisition is 100% the responsibility of the Project Sponsor.
 - c. ID 4992-02-71: Construction:
 - i. Costs for {construct of the bicycle/pedestrian trail} and any related review costs are funded with 80% federal funding, when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal/earmark funding cap
 - d. The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of Transportation Enhancements program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal/earmark funding maximum of \$314,608 is cumulative for all federal funded project phases.

[End of Document]



Memorandum

DATE: October 12, 2011.

TO: Menasha Common Council

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

RE: Resolution Authorizing the Issuance and Sale of up to \$872,956 Sewerage System Revenue Bonds

This item under Ordinances and Resolutions of the Common Council agenda pertains to the Clean Water Fund loan for sanitary sewer system improvements primarily in Phase 4 of the City's Sanitary Sewer System Program (Doty Island). On May 16, 2011 the Common Council awarded three contracts for wastewater collection system improvements on the condition the City receives a Clean Water Fund. The City did receive the commitment of those funds and this resolution authorizes the sale of revenue bonds to finance the improvements.

These bonds carry an interest rate of 2.4%, 60% of assumed market rate (4.0%). The debt retirement for this issue has already been factored into the sanitary sewer user rates so there will be no increase in rates resulting from this action. It is very important that this resolution is adopted at Monday's meeting in order to keep the loan closing on schedule.

Enclosure

M:\reports\CC memo re CWF resolution 10-12-11.docx

3. Recommendation to Award – City of Menasha Wastewater Collection System Rehabilitation Improvements – Phase 4 Project: Sanitary Sewer Replacement; Contract E145-11-01B; Van Straten Construction Co., Inc. of Green Bay, WI; \$219,206.00
4. Recommendation to Award – City of Menasha Wastewater Collection System Rehabilitation Improvements – Phase 4 Project: Sanitary Manhole Lining Contract E145-11-01C; Infrastructure Technologies, Inc. of Rhinelander, WI; \$40,825.00
5. Recommendation to Award – Menasha Utilities Sedimentation Basin Scraper Modifications; Contract M0002-910184; Siemens Industry, Inc.; \$162,100.00
6. Recommendation to Award – Menasha Utilities Island Water Tower Painting; Contract M0002-910274; L.C. United Painting Co.; \$131,500.00

Plan Commission, 4/19/11; recommends approval of:

7. Project plan and boundary for the proposed Tax Increment District #12

Ald. Taylor requested to remove items 2, 3, & 4 from Consent Agenda

Ald. Krueger requested to remove item 7 from Consent Agenda.

Moved by Ald. Sevenich, seconded by Ald. Langdon to approve items 1, 5, & 6 of Consent Agenda
Motion carried on roll call 8-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

1. Moved by Ald. Taylor, seconded by Ald. Sevenich to approve item 2 of Consent Agenda, Recommendation to Award Wastewater Collection System Rehabilitation Improvements-Phase 4 Project Sanitary Sewer Rehabilitation, Contract E145-11-01A to Terra Engineering & Construction Corp. of Madison, WI for the amount of \$528,640.50 on the condition the City receives a Clean Water Fund application approval letter.
Motion carried on roll call 8-0.
2. Moved by Ald. Taylor, seconded by Ald. Sevenich to approve item 3 of Consent Agenda, Recommendation to Award Wastewater Collection System Rehabilitation Improvements-Phase 4 Project Sanitary Sewer Replacement, Contract E145-11-01B to Van Straten Construction Co., Inc. of Green Bay, WI for the amount of \$219,206.00 on the condition the City receives a Clean Water Fund application approval letter.
Motion carried on roll call 8-0.
3. Moved by Ald. Taylor, seconded by Ald. Sevenich to approve item 4 of Consent Agenda, Recommendation to Award Wastewater Collection System Rehabilitation Improvements-Phase 4 Project Sanitary Manhole Lining, Contract E145-11-01C to Infrastructure Technologies, Inc. of Rhinelander, WI for the amount of \$40,825.00 on the condition the City receives a Clean Water Fund application approval letter.
Motion carried on roll call 8-0.
4. Item 7 on Consent Agenda (Project Plan and Boundary for the Proposed TID #12) requires no action.

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 5/5/11 to 5/12/11 in the amount of \$ 571,914.31
Moved by Ald. Klein, seconded by Ald. Langdon to approve accounts payable and payroll.
Motion carried on roll call 8-0.
2. Class "B" Liquor License Application of Menasha Athletic Association (MAC) to sell fermented malt beverages, Koslo Park Concession, May 16, 2011-October 31, 2011, Paul S. Johnson, agent
Moved by Ald. Klein, seconded by Ald. Langdon to approve Class "B" liquor license application of Menasha Athletic Association.
Motion carried on roll call 8-0.
3. Class "B" Liquor License Application of Menasha Twins Baseball (Legion Team) to sell fermented malt beverages, Koslo Park Concession, May 16, 2011-October 31, 2011, Debbie Chew, agent
Moved by Ald. Klein, seconded by Ald. Langdon to approve Class "B" liquor license application of Menasha Twins Baseball.
Motion carried on roll call 8-0.

RESOLUTION NO. R-37-11

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$872,956 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2011,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

Introduced by Mayor Merkes:

WHEREAS, the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. R-30-04 adopted on November 15, 2004 (the "2004 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2004, dated November 24, 2004 (the "2004 Bonds"), which 2004 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. R-2-08 adopted on February 18, 2008 (the "2008 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2008, dated March 12, 2008 (the "2008 Bonds"), which 2008 Bonds are payable from the income and revenues of the System; and

WHEREAS, the 2004 Bonds and the 2008 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2004 Resolution and the 2008 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 5101-04 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2011-0162 and dated April 18, 2011 and No. S-2011-0162A and dated May 19, 2011 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$872,956 Sewerage System Revenue Bonds, Series 2011, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;
- (i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;
- (j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;
- (k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Menasha, Calumet and Winnebago Counties, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2004 Bonds and the 2008 Bonds, collectively;

(p) "Prior Resolutions" means the 2004 Resolution and the 2008 Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2004 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2004, dated November 24, 2004;

(u) "2004 Resolution" means Resolution No. R-30-04 adopted by the Governing Body on November 15, 2004 authorizing the issuance of the 2004 Bonds;

(v) "2008 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2008, dated March 12, 2008; and

(w) "2008 Resolution" means Resolution No. R-2-08 adopted by the Governing Body on February 18, 2008 authorizing the issuance of the 2008 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$872,956; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in

accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2011" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.400% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2012 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose

than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2004 Resolution are hereby continued and shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.
- (c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due.
- (d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source); and

- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWFPP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such

appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System: Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$872,956 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund." The Sewerage System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which

it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: October 17, 2011

Approved: October 17, 2011

Donald Merkes
Mayor

Attest:

Deborah A. Galeazzi
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
CALUMET AND WINNEBAGO COUNTIES
CITY OF MENASHA

REGISTERED
\$ _____

SEWERAGE SYSTEM REVENUE BOND, SERIES 2011

Final
Maturity Date

Date of
Original Issue

May 1, 2031

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2012 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.400% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2012.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2012 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 400/1000ths percent (2.400%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted October 17, 2011, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$872,956 Sewerage System Revenue Bonds, Series 2011, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues derived from the operation of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewerage System Revenue Bonds, Series 2004, dated November 24, 2004 and Sewerage System Revenue Bonds, Series 2008, dated March 12, 2008, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF MENASHA,
WISCONSIN

(SEAL)

By: _____
Donald Merkes
Mayor

By: _____
Deborah A. Galeazzi
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$872,956

CITY OF MENASHA, WISCONSIN
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2011

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COPY

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2012	\$34,519.08
May 1, 2013	35,347.54
May 1, 2014	36,195.88
May 1, 2015	37,064.58
May 1, 2016	37,954.13
May 1, 2017	38,865.03
May 1, 2018	39,797.79
May 1, 2019	40,752.94
May 1, 2020	41,731.01
May 1, 2021	42,732.55
May 1, 2022	43,758.14
May 1, 2023	44,808.33
May 1, 2024	45,883.73
May 1, 2025	46,984.94
May 1, 2026	48,112.58
May 1, 2027	49,267.28
May 1, 2028	50,449.70
May 1, 2029	51,660.49
May 1, 2030	52,900.34
May 1, 2031	54,169.94

COPY

RESOLUTION NO. R-38-11

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$233,307 WATER SYSTEM REVENUE BONDS, SERIES 2011,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

Introduced by Mayor Merkes:

WHEREAS, the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Municipality") owns and operates a water utility (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. R-20-06 adopted on April 18, 2006 (the "2006 Resolution"), the Municipality has heretofore issued its Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006 (the "2006 Bonds"); and

WHEREAS, pursuant to Resolution No. R-8-07 adopted on April 2, 2007 (the "2007 Resolution"), the Municipality has heretofore issued its Combined Utility Revenue Bonds, Series 2007, dated April 11, 2007 (the "2007 Bonds"); and

WHEREAS, pursuant to Resolution No. R-9-09 adopted on April 6, 2009 (the "2009 Resolution"), the Municipality has heretofore issued its Combined Utility Revenue Bonds, Series 2009, dated April 22, 2009 (the "2009 Bonds"); and

WHEREAS, on March 24, 2011, with the consent of the State of Wisconsin Safe Drinking Water Loan Program, as sole registered owner of the 2006 Bonds, 2007 Bonds and 2009 Bonds (collectively, the "Prior Bonds"), the Common Council of the Municipality amended the 2006 Resolution, 2007 Resolution and 2009 Resolution (collectively, the "Prior Resolutions") so that the Prior Resolutions no longer pledge any revenues of the electric utility to the Prior Bonds, and that the Prior Bonds are payable from and secured by the income and revenues of only the System; and

WHEREAS, certain additional improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 4845-06 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. W-2010-0475 and dated July 22, 2010 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell water system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$233,307 Water System Revenue Bonds, Series 2011, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Bond Year" means the twelve-month period ending on each May 1;
- (e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;
- (f) "Debt Service Fund" means the Water Utility Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;
- (g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;
- (h) "Fiscal Year" means the twelve-month period ending on each December 31;
- (i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including all revenues, income and earnings of the System derived from water charges imposed by the Municipality, all payments to the Municipality under any agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Menasha, Calumet and Winnebago Counties, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2006 Bonds, the 2007 Bonds and the 2009 Bonds, collectively;

(p) "Prior Resolutions" means the 2006 Resolution, the 2007 Resolution and the 2009 Resolution, as amended, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the water utility of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, treatment, storage and distribution of water, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such water utility and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2006 Bonds" means the Municipality's Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006;

(u) "2006 Resolution" means Resolution No. R-20-06 adopted by the Governing Body on April 18, 2006 authorizing the issuance of the 2006 Bonds;

(v) "2007 Bonds" means the Municipality's Combined Utility Revenue Bonds, Series 2007, dated April 11, 2007;

(w) "2007 Resolution" means Resolution No. R-8-07 adopted by the Governing Body on April 2, 2007 authorizing the issuance of the 2007 Bonds;

(x) "2009 Bonds" means the Municipality's Combined Utility Revenue Bonds, Series 2009, dated April 22, 2009; and

(y) "2009 Resolution" means Resolution No. R-9-09 adopted by the Governing Body on April 6, 2009 authorizing the issuance of the 2009 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$233,307; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Water System Revenue Bonds, Series 2011" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.200% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2012 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of

the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were provided by the Prior Resolutions, as amended, are hereby continued and shall be used solely for the following respective purposes:

- (a) Water Utility Revenue Fund (the "Revenue Fund"), into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Water Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"), which shall be used for the payment of Current Expenses.
- (c) Water Utility Special Redemption Fund (the "Debt Service Fund"), which shall be divided into two separate accounts known as the "Interest and Principal Account" and the "Reserve Account." The Interest and Principal Account shall be used for the payment of the principal of, premium, if any, and interest on, the Prior Bonds, the Bonds and Parity Bonds as the same becomes due. The Reserve Account is not pledged to the payment of the principal of or interest on the Prior Bonds or the Bonds and moneys on deposit in the Reserve Account shall under no circumstances be used to pay principal of or interest on the Prior Bonds, or the Bonds.
- (d) Water Utility Depreciation Fund (the "Depreciation Fund"), which shall be used to provide a proper and adequate depreciation account for the System.
- (e) Water Utility Surplus Fund (the "Surplus Fund"), which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at

any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, for monthly transfer to the Interest and Principal Account thereof, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source); and
- (c) to the Debt Service Fund, for monthly transfer to the Reserve Account thereof, the amount provided by any resolution authorizing Parity Bonds secured by the Reserve Account; and
- (d) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (e) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account.

Section 8. Deposits and Investments. The Interest and Principal Account of the Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Water Utility SDWLP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System: Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Safe Drinking Water Loan Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$233,307 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this

Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Water Utility SDWLP Project Fund." The Water Utility SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Water Utility SDWLP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the

payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions, as amended), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, as amended, the Prior Resolutions, as amended, shall control as long as any of the respective Prior Bonds are outstanding.

Passed: October 17, 2011

Approved: October 17, 2011

Donald Merkes
Mayor

Attest:

Deborah A. Galeazzi
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
CALUMET AND WINNEBAGO COUNTIES
CITY OF MENASHA

REGISTERED
\$ _____

WATER SYSTEM REVENUE BOND, SERIES 2011

Final
Maturity Date

Date of
Original Issue

May 1, 2031

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

FOR VALUE RECEIVED the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2012 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.200% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2012.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2012 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 200/1000ths percent (2.200%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water Utility of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted October 17, 2011, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$233,307 Water System Revenue Bonds, Series 2011, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues derived from the operation of the Water Utility of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006, Combined Utility Revenue Bonds, Series 2007, dated April 11, 2007 and Combined Utility Revenue Bonds, Series 2009, dated April 22, 2009, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF MENASHA,
WISCONSIN

(SEAL)

By: _____
Donald Merkes
Mayor

By: _____
Deborah A. Galeazzi
City Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$233,307

CITY OF MENASHA, WISCONSIN
WATER SYSTEM REVENUE BONDS, SERIES 2011

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2012	\$9,412.40
May 1, 2013	9,619.47
May 1, 2014	9,831.10
May 1, 2015	10,047.39
May 1, 2016	10,268.43
May 1, 2017	10,494.34
May 1, 2018	10,725.21
May 1, 2019	10,961.17
May 1, 2020	11,202.31
May 1, 2021	11,448.76
May 1, 2022	11,700.64
May 1, 2023	11,958.05
May 1, 2024	12,221.13
May 1, 2025	12,489.99
May 1, 2026	12,764.77
May 1, 2027	13,045.59
May 1, 2028	13,332.60
May 1, 2029	13,625.91
May 1, 2030	13,925.69
May 1, 2031	14,232.05

COPY

Kristin Sewall

From: Don Merkes
Sent: Thursday, June 23, 2011 1:21 PM
To: Kristin Sewall
Subject: FW: Board resignation

From: Paul Brunette [mailto:wreathfactoryfox@hotmail.com]
Sent: Thursday, June 23, 2011 8:43 AM
To: Don Merkes
Subject: Board resignation

Hello Mayor Merkes,

I am writing to inform you of my need to resign from my position on the Menasha Library Board. My work schedule is not open enough to allow me to fill the position in a manner I feel is suitable. It has been a pleasure to be a part of such a wonderful organization, and I will continue to support the library's functions and monitor the boards actions as a citizen. Please pass along my regrets to the board and my sincere thanks for allowing me to be a part of such a great team.

Respectfully submitted,

Paul P. Brunette

Rebecca Nichols
402 Elm Street
Menasha, WI 54952

Mayor Merkes
Menasha City Hall
140 Main Street
Menasha, WI 54952

RE: Library Board,

Dear Mayor Merkes,

I am writing to express my interest in an appointment to the Library Board. As a former educator, I'll bring my unique experiences with parents, students, and community to this task. I am very committed to creating a strong and stable future for our library. Please consider me for appointment.

Sincerely,

Rebecca Nichols