

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

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday March 21, 2011
6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
Moment of Silence for the people of Japan
- 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. [CDD Keil – Plan Commission approval of Woodland Hills Subdivision \(Ald. Taylor\)](#)
 2. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. [Administration Committee, 3/7/11](#)
 - b. [Board of Public Works, 3/7/11](#)
 - c. [Library Executive Director Search Committee, 3/2/11](#)
 - d. [NM Sewerage Commission, 2/22/11](#)
 - e. [Plan Commission, 3/8/11](#)
 - f. [Sustainability Board, 2/15/11](#)Communications:
 - g. [CVMIC to PC Stanke, 3/1/11; 2010 Liability & Auto Physical Damage Dividend Payment](#)
 - h. [Customer First, The Wire, March 2011](#)
 - i. [Linda Stoll, Chair of Sustainability Board, 3/15/11; Walkable/bikeable neighborhoods](#)
 - j. [Mayor Merkes, 3/16/11; Press Release-Menasha Employees Work Together to Balance Budget](#)
 - k. [Ald. Taylor, 3/17/11; Post Crescent Article and blogs: Menasha residents speak out against sidewalks in Woodland Hills](#)
- 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, 3/7/11](#)
Administration Committee, 3/7/11; recommends approval of:
 2. [Extension of Listing Agreement with Core Development for Lake Park Villas Phase II Vacant Lots with a conclusion date of September 30, 2011](#)
- Board of Public Works, 3/7/11; recommends approval of:
3. [Change Order MOD #0021-00; Neenah-Menasha Fire Rescue Station 36; Miron Job #101520; ADD \\$2,292.00](#)
 4. [ACC Planned Service; Contract No. 2011-01; Public Protection Facility HVAC Equipment Replacement \\$115,487.00](#)
- Plan Commission, 3/8/11; recommends approval of:
5. [Proposed Utility Easement-HWY 114 and Lake Park Square](#)

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

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 3/4/11 to 3/17/11 in the amount of \\$1,411,902.65](#)

J. ORDINANCES AND RESOLUTIONS

1. [O-3-11 An Ordinance Relating to Restricted Parking \(7th & Appleton Road\) \(Introduced by Ald. Taylor\) \(Recommendation of Board of Public Works\)](#)

K. APPOINTMENTS

L. HELD OVER BUSINESS

1. [R-9-11 Final Resolution Authorizing Public Improvements and Levying Special Assessments Against Benefited Property – Ribblesdale Subdivision and Woodland Hills Subdivision \(held 3/7/11\)](#)
2. [Development Agreement between City of Menasha and Cypress Homes and Realty, Inc. \(held 3/7/11\)](#)
3. [Motion to Remove from the Table – Development Agreement between City of Menasha and The Ponds of Menasha, LLC \(tabled 3/7/11\)](#)

M. CLAIMS AGAINST THE CITY

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

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

O. RECESS TO ADMINISTRATION COMMITTEE & BOARD OF PUBLIC WORKS

P. CLOSED SESSION

Motion to Adjourn into Closed Session pursuant to sec. 19.85(1)(g) & (e) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (LaFayette Life Insurance Co. v. City of Menasha et al., U.S. District Court (Northern District, IN.) Case No. 4:09-CV-64-TLS; and State ex rel. American Bank v. City of Menasha et al. Case No. 10CV77 Br. 4); and 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 (Development Agreements with Cypress Homes and Realty, Inc. and The Ponds of Menasha, LLC).

Q. OPEN SESSION

Motion to Adjourn to Open Session following the Closed Session to take action on matters discussed in Closed Session.

R. SET SPECIAL MEETING DATE

Schedule Special Common Council meeting for Resolution and other financial matters related to WPPI transaction.

S. ADJOURNMENT

MEETING NOTICE

**April 4, 2011 - Council Chambers
Common Council – 6:00 p.m.
Administration Committee – 6:30 p.m.
Board of Public Works – 7:00 p.m.**

SPRING ELECTON – APRIL 5, 2011

APPROVED

CITY OF MENASHA
PLAN COMMISSION
MINUTES

SEP 03 2002

Tuesday, August 20, 2002

By: Plan Commission
CITY OF MENASHA

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

I. Roll Call

PLAN COMMISSION MEMBERS PRESENT: Mayor Laux, Ald. Eckstein, Commissioners Catherine Cruickshank, Dick Sturm and Norm Sanders.

PLAN COMMISSION MEMBERS ABSENT: DPW Radtke(excused), Comm. Mayer (Comm. Mayer has indicated his intention to resign from the Plan Commission)

ALSO PRESENT: CDD Greg Keil, John Gabbey, and Mike King of the Post Crescent

II. Minutes of the August 12, 2002 Plan Commission Meeting

Comm. Sanders made and Comm. Cruickshank seconded a motion to the minutes of the August 12, 2002 meeting. The motion carried.

III. Woodland Hills Preliminary Plat Review

CDD Keil stated that the Engineering Department has not had opportunity to review the plat and asked that the Plan Commission not take action on this item. Discussion ensued concerning the following items:

- Use and maintenance of outlots
- Management of wetland areas
- Public use of the pond area
- Possibility for annexation/acquisition of the remainder of the pond owned by Badger Highways
- Status of WDNR Chapter 30 Permits
- Changes to the development concept for the rest of the site
- Termination of the west end of Woodland Hills Drive in a temporary cul-de-sac
- Location of bike/pedestrian trails
- Public use of drainageways and wetlands

It was the consensus of the Plan Commission to hold this item until the next meeting.

IV. Adjourn

Comm. Sturm made and Ald. Eckstein seconded a motion to adjourn at 4:00 PM. The motion carried.

*Respectfully Submitted:
Greg Keil, CDD*

Item II
9/3/02

CITY OF MENASHA
PLAN COMMISSION
MINUTES

APPROVED

OCT 01 2002

Tuesday, September 17, 2002
3:30 p.m.

By: Plan Commission
CITY OF MENASHA

The meeting was called to order at 3:31 p.m. by Mayor Joseph Laux.

I. Roll Call

PLAN COMMISSION MEMBERS PRESENT: Mayor Joseph Laux, DPW Mark Radtke, and Commissioners Norm Sanders, Catherine Cruickshank, and Dick Sturm

PLAN COMMISSION MEMBERS EXCUSED: Ald. Terry Eckstein (Comm. Mayer has stated his intention to resign from the Plan Commission)

ALSO PRESENT: CDD Keil, AP Beckendorf, Gordon Remsik, Michael King, Joe Johnson, Stan Martenson, Michael Hagens, Paul Hermsen, and Mike King of *the Post Crescent*.

II. September 3, 2002 Plan Commission Minutes

Comm. Sanders made and Mayor Laux seconded a motion to approve the minutes from the September 3, 2002 Plan Commission meeting. The motion carried.

III. Telecommunications Ordinance Zoning Change

Gordon Remsik, of Bottom Line Communications, explained why co-location would not be feasible for the proposed US Cellular project. By co-locating on any other available facilities within or outside of the search ring, US Cellular would duplicating coverage, and would not cover the existing gap.

Comm. Sanders made and DPW Radtke seconded a motion to recommend approval of the Telecommunications Zoning Ordinance change to allow major telecommunications facilities in the C-1 General Commercial district, provided they are located on government or utilities property. The motion carried.

IV. Preliminary Plat – Woodland Hills

CDD Keil stated that there are many issues associated with this development that need to be addressed. Topics discussed included:

1. How the Wisconsin Department of Natural Resources permits may affect the overall design of the plat.
2. What will be done with the undevelopable areas of the plat.
3. How the wetland areas will be managed and who will manage them.
4. Where walking/biking trails will be located.
5. What kind of public access to the pond will be available.
6. How this development fits into the City's long-term plans.
7. Parkland dedication, or fee in lieu of.

The project developers expressed concerns of placement of trails in backyard areas and how public use/access may adversely affect lot values. The consensus of the Plan Commission was to hold this item over until the next regularly scheduled meeting.

XII. Extraterritorial Preliminary Plat – Shady Springs Estates VI and the Replat of Lot 80, Shady Springs Estates III

Comm. Sanders made and Comm. Cruickshank seconded a motion to recommend approval of the Extraterritorial Preliminary Plat for Shady Springs Estates VI and the Replat of Lot 80, Shady Springs Estates III. The motion carried.

XIII. Adjourn

Comm. Cruickshank made and Comm. Sturm seconded a motion to adjourn at 4:57 p.m.

Respectfully Submitted,

*Jessica Beckendorf
Associate Planner*

CITY OF MENASHA
PLAN COMMISSION
MINUTES

Tuesday, October 15, 2002
4:00 p.m.

The meeting was called to order at 4:02 p.m. by Mayor Joseph Laux.

I. Roll Call

PLAN COMMISSION MEMBERS PRESENT: Mayor Joseph Laux, DPW Mark Radtke, and Commissioners Norm Sanders, Catherine Cruickshank, Chris Klein, and Dick Sturm

PLAN COMMISSION MEMBERS EXCUSED: Ald. Terry Eckstein

ALSO PRESENT: CDD Keil, AP Beckendorf, Joe Nemecek, Jim Andrew, Martha Andrew, Dave Schmalz, John Schira, Pat Dewall, and Mike King of *the Post Crescent*.

II. October 1, 2002 Plan Commission Minutes

Comm. Sanders made and Comm. Klein seconded a motion to approve the minutes from the October 1, 2002 Plan Commission meeting. The motion carried.

III. Final Plat Review – Walker Subdivision

Comm. Klein made and DPW Radtke seconded a motion to recommend approval of the final plat for Walker Subdivision, provided the ten-foot utility easement label on lot 12 be corrected. The motion carried.

IV. Final Plat Review – Lake Park Heights

CDD Keil explained that a number of changes have been made since the plat was last before the Plan Commission. These changes include:

1. A bike/pedestrian trail easement has been added along the lots abutting Lake Park Road.
2. A bike/pedestrian trail has been added in the right-of-way on Winnipeg Street.
3. A bike/pedestrian trail easement has been added in the twenty-foot sanitary sewer easement between lots 57 and 58, and between lots 32 and 33, connecting Tana Court with Lugano Street.

CDD Keil also stated that Calumet County has agreed to allow Winnipeg Street to remain where it is drawn on the plat, rather than moving it north to the section line.

DPW Radtke asked whether a variance would be required on the west end of Winnipeg to allow for a temporary cul-de-sac. CDD Keil explained that, according to the ordinance, a variance would be necessary.

DPW Radtke also stated that where Lugano Street should be changed to Manitoba Street, where it meets Villa Way.

Comm. Sanders made and Comm. Cruickshank seconded a motion to recommend approval of the final plat for Lake Park Heights with the condition that a variance for the temporary cul-de-sac be obtained, and Lugano Street be renamed to Manitoba Street where it meets Villa Way. The motion carried.

V. Preliminary Plat Review – Woodland Hills

CDD Keil explained that, after working with the developer, consensus was reached on many items. Some things that will impact the design include the DNR Chapter 30 requirements, which require a sixty-day review and comment period. Also, the DNR may not allow winter construction due to erosion control issues.

After some discussion, Comm. Sanders made and DPW Radtke seconded a motion to recommend approval of the plat with the following conditions:

1. Woodland Hills Drive and Gossling Way are to be renamed to Ridgecrest Lane.

Plan Commission 1
11/14/02

2. There will be roundabouts in the two places where Ridgecrest Lane meets Kernan.
3. Ridgecrest Lane shall be terminated in a temporary cul-de-sac or a variance must be requested from the requirement for a temporary cul-de-sac.
4. Whistling Swan Court exceeds the maximum permissible length of a cul-de-sac (800'). The length either needs to be shortened, or a variance must be obtained.
5. The location of a bike/pedestrian trail should be noted on the plat within the right-of-way of Ridgecrest Lane and Kernan Avenue.
6. The owner is to stipulate to the sale, gift, or dedication of a substantial portion of the area shown on the preliminary plat as wetland or water. A bike/pedestrian trail is to be located in proximity to the pond and a connection is to be made with the trail in the street right-of-way (This condition will be addressed in the development agreement with Woodland Estates, LLC).

The motion carried.

VI. Development Concept – Drum Corps Drive

This item was held over until the next regularly scheduled Plan Commission meeting.

VII. Extraterritorial Preliminary Plat – Pages Sunset Shores

DPW Radtke made and Comm. Sanders seconded a motion to recommend approval of the extraterritorial preliminary plat for Pages Sunset Shores. The motion carried.

VIII. Discussion

A. *Multi-Family Development*

Issues discussed included:

1. The need for an updated Comprehensive Plan
2. The changing economy of the Fox Valley – industry moving out and what to develop on the vacant industrial sites.
3. The probability of an increase in demand for multi-family developments.
4. The city's need to think about in-fill growth and redevelopment to continue to grow a tax base long after the city becomes land-locked.
5. The housing market study commissioned by the city.
6. The life-expectancy of apartment buildings.

B. *Community – Oriented Property Management and Nuisance Abatements*

Pat DeWall and John Schira, of the Appleton Police Department, explained the program currently being run in Appleton and how it could benefit Menasha. The program takes a minimal amount of time to set up and begin implementing. It is a collaborative effort between all departments in the city and the Housing Authority. The Police Department administers the program, and monthly shares data with other departments and the Housing Authority, as well as trains them for what to look for in a problem property. The program works with landlords to get rid of problem tenants through training and communication. In Appleton, it has been found that the problem properties come from all kinds of homes – whether it is multi-family, low-income, high-income, or single-family.

After much discussion, Comm. Sanders made and Comm. Cruickshank seconded a motion to recommend pursuing implementing a Community Oriented Property Management and Nuisance Abatement Program. The motion carried.

IX. Adjourn

Before adjournment, Comm. Sanders requested to change the meeting time back to 3:30p.m. from 4:00p.m. There were no objections. Comm. Cruickshank made and Comm. Sanders seconded a motion to adjourn at 5:50p.m. The motion carried.

Respectfully Submitted,

*Jessica Beckendorf
Associate Planner*

CITY OF MENASHA
COMMON COUNCIL
Council Chambers
140 Main Street, Menasha
October 21, 2002
Minutes

- I. Meeting called to order by Mayor Laux at 7:25 p.m.
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL/EXCUSED ABSENCES
Present: Ald. Foth, Eckstein, Michalkiewicz, Grapengieser, Barker, Sevenich, and Weber
Excused: Ald. Taylor
Also Present: PD Lt Brunn, DPW Radtke, CDD Keil, Comp Stoffel, PRD Tungate, PW Supt Jacobson,
Pk Supt Huss, Mayor Laux, Clerk Smogoleski, and the Press
- IV. REPORT OF COMMITTEES, BOARDS, COMMISSIONS

Minutes to approve:

- A. Administration Committee, 10/7/02
- B. Board of Public Works, 10/7/02
- C. Common Council, 10/7/02

Moved by Ald. Weber, seconded by Ald. Michalkiewicz to approve Minutes A-C.

Motion carried.

Minutes to receive:

- D. Plan Commission, 10/15/02
- E. Committee on Aging, 9/12/02
- F. Board of Health, 10/8/02

Communications:

- 1. Doty Island Development Council minutes, 9/25/02; 10/9/02
- 2. Calumet County Legislative Meeting, 10/4/02
- 3. WI Dept. of Admin, 10/10/02; Final Est. of 1/1/02 Population-Winn & Calumet Cty
- 4. Carla Verbrick, Otto Grunski Family Festival Treasurer, 10/9/02; Expense Report
- 5. Health Dept. 10/02; Nursing Report for September 2002
- 6. CA/PD Brandt to Robert Huss, 10/1/02; Park Superintendent Position
- 7. CA/PD Brandt to John Quella, Pres. Local 1035, 10/3/02; 1) Seasonal Park Laborer Posting;
2) Cemetery Caretaker Position
- 8. CA/PD Brandt, 10/15/02; CVMIC Mock DOC Audit Bi-Weekly Safety Update & Agenda
- 9. Wieckert & Winnebago Investments Annexations Impact Reports, 10/02
- 10. Off. Jeff Jorgenson, Crime Reduction Coord., 10/16/02; Abatement Program
- 11. CDD Keil & PHD Nett, 10/17/02; Habighorst Chiropractic Building Condition

Moved by Ald. Weber, seconded by Ald. Eckstein to receive Minutes D-F and Communications 1-11.

Motion carried.

- V. CLAIMS AGAINST THE CITY
- VI. REPORT OF OFFICERS
 - A. PRD Tungate – Veterans Park Trees. Dir. Tungate reported on the plan for removing/relocating trees and shrubs from Veterans Park.
 - B. CA/PD Brandt – CVMIC Safety Audit Report. Report in packet.
- VII. PEOPLE FROM THE GALLERY TO BE HEARD ON ALL MATTERS OF CONCERN TO THE CITY (5 minute time limit for each person)

VIII. ORDINANCES AND RESOLUTIONS

- A. O-24-02 – An Ordinance Relating to the Annexation of Certain Property to the City of Menasha, Wisconsin (Wieckert Annexation)

Moved by Ald. Weber, seconded by Ald. Grapengieser to suspend the rules and take up O-24-02 at this time.

Motion carried on roll call 7-0.

Moved by Ald. Weber, seconded by Ald. Michalkiewicz to adopt O-24-02.

Motion carried on roll call 7-0.

- B. O-25-02 – An Ordinance Relating to the Annexation of Certain Property to the City of Menasha, Wisconsin (Winnebago Investments Annexation)

Moved by Ald. Weber, seconded by Ald. Eckstein to suspend the rules and take up O-25-02 at this time.

Motion carried on roll call 7-0.

Moved by Ald. Weber, seconded by Ald. Michalkiewicz to adopt O-25-02.

Motion carried on roll call 7-0.

- C. O-26-02 – An Ordinance Relating to the Joint Neenah-Menasha Fire Rescue.

Moved by Ald. Sevenich, seconded by Ald. Michalkiewicz to suspend the rules and take up O-26-02 at this time.

Motion carried on roll call 7-0.

Moved by Ald. Sevenich, seconded by Ald. Grapengieser to amend O-26-02 with Substitute Amendment 1 to O-26-02.

Motion carried on roll call 7-0.

Moved by Ald. Sevenich, seconded by Ald. Michalkiewicz to adopt O-26-02 as amended.

Motion carried on roll call 7-0.

IX. MAYOR'S APPOINTMENTS

- A. Neenah-Menasha Joint Fire Commission

1. Appointment of Harold Miller, 977 9th St., 725-3187 for the term Jan. 2003-Jan. 2004
2. Appointment of Pat Fahrenkrug, 314 Milwaukee St., 886-1680 for the term Jan. 2003-Jan. 2005
3. Appointment of Jim Liebhauser, 1004 Grove St., 722-4646 for the term Jan. 2003-Jan. 2006

Moved by Ald. Grapengieser, seconded by Ald. Michalkiewicz to approve.

Motion carried on roll call 7-0.

X. UNFINISHED BUSINESS

- A. Blue Jay Bowl Development .

CDD Keil reported soil issues are being reviewed. A revised concept may be available in the next few weeks. Dir. Keil stressed the importance of maintaining a positive relationship with the developer and view all proposals.

- B. Habighorst Building.

Information in packet.

Ald. Sevenich requested this on the next agenda.

XI. NEW BUSINESS

- A. Plan Commission, 10/1/02: Recommends:

1. The gatehouse at 995 Brighton Drive be made available for use by a 501C3 (non-profit) organization (held 10/7/02)
Reported that to date City does not hold ownership to the property.

XI. NEW BUSINESS, Cont'd

A. Plan Commission, 10/1/02, recommends, Cont'd

2. Approval of Special Use Permit, US Cellular, Nature's Way.

Moved by Ald. Weber, seconded by Ald. Grapengieser to approve.

Ald. Sevenich stated he would vote no. Not all options explored.

Motion carried on roll call 6-1. Ald. Sevenich no.

B. Plan Commission, 10/15/02, Recommends Approval of:

- 1 Final Plat, Walker Subdivision with the condition that the 10' utility easement label on Lot 12 be corrected.

Moved by Ald. Grapengieser, seconded by Ald. Michalkiewicz to approve.

Motion carried.

2. Final Plat, Lake Park Heights with the conditions that a variance for the temporary cul-de-sac be obtained and Lugano St. be renamed to Manitoba St. where it meets Villa Way.

Moved by Ald. Grapengieser, seconded by Ald. Eckstein to approve.

Motion carried.

3. Preliminary Plat, Woodland Hills with the following conditions;
 - a. Woodland Hills Drive and Gossling Way are to be renamed to Ridgecrest Lane
 - b. There will be roundabouts in the two places where Ridgecrest Lane meets Kernan Avenue
 - c. Ridgecrest Lane shall be terminated in a temporary cul-de-sac or a variance must be obtained
 - d. Whistling Swan Court must be shortened or a variance must be obtained
 - e. The location bike/pedestrian trail should be noted on the plat within the right of way of Ridgecrest Lane and Kernan Avenue
 - f. The owner is to stipulate to the sale, gift, or dedication of a substantial portion of the area shown on the preliminary plat as wetland or water. A bike/pedestrian trail is to be located in proximity to the pond and a connection is to be made with the trail in the street right-of-way (this condition will be addressed in the development agreement with Woodland Estates, LLC)

Moved by Ald. Grapengieser, seconded by Ald. Michalkiewicz to approve.

Motion carried.

4. Extraterritorial Preliminary Plat, Pages Sunset Shores

Moved by Ald. Grapengieser, seconded by Ald. Michalkiewicz to approve.

Motion carried.

Meeting recessed briefly 7:45-7:50 p.m. to set up for presentation (item 5 below).

5. Pursuing a Community-Oriented Property Management and Nuisance Abatement program.

City of Appleton Police Officers Pat DeWall and Mike Marzion explained the Drug & Gang Nuisance Abatement Program (information distributed). The officers reported success with the program and offered their assistance in setting up the program in Menasha. Proper ordinance to be drafted.

Moved by Ald. Eckstein, seconded by Ald. Weber to approve.

Motion carried on roll call 7-0.

Council President Weber assumed the Chair.

C. Personnel Committee, 10/21/02:

1. Park Superintendent Position
No action.

D. Administration Committee, 10/21/02:

1. Accounts payable and payroll for the period 10-4-02/10-17-02 for the amount of \$939,625.80.

Moved by Ald. Sevenich, seconded by Ald. Eckstein to approve.

Motion carried on roll call 7-0
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XI. NEW BUSINESS, Cont'd.

D. Administration Committee, 10/21/02, Cont'd:

2. Temporary Class "B" license application of St. Mary Congregation, 528 Second St., Menasha, to sell fermented malt beverages on November 3, 2002, 11:00 a.m. – 6:00 p.m., Marv Daniels, in charge.

Moved by Ald. Sevenich, seconded by Ald. Barker to waive the 15-day waiting period required by sec. 7-2-4(e)(2) for the application for a temporary Class "B" fermented malt beverage for St. Mary's Congregation for an event to be held November 2-3, 2002 with the finding that the failure to apply for the license within the 15-day rule was due to excusable neglect because of confusion as to the type of license necessary and the calendar for the month of October 2002.

Motion carried on roll call 7-0.

3. Menasha Utilities request to authorize a GO bond issuance in the amount of \$2,200,000.

Moved by Ald. Sevenich, seconded by Ald. Michalkiewicz to approve.

Motion carried on roll call 7-0.

4. Development Agreement between the City of Menasha and Winnebago Investments, LLC, and authorize signatures.

Moved by Ald. Sevenich, seconded by Ald. Michalkiewicz to approve.

Motion carried.

5. Park Board's second recommendation of placement of portable toilet in Jefferson Park.

Moved by Ald. Foth, seconded by Ald. Sevenich to hold for two weeks.

E. Board of Public Works, 10/21/02:

1. Presentation of proposal to erect sculptures at the east end of Nicolet Blvd. (Doty island Development Council)
No action.
2. Request for deferred special assessments pursuant to ordinance O-6-93; Walker Subdivision.

Moved by Ald. Michalkiewicz, seconded by Ald. Eckstein to approve.

Motion carried on roll call 7-0.

3. Discussion of Public Works Facility improvement options.
No action.

Mayor resumed the Chair. Item XI.B.5 taken up here.

XII. REFRAIN (People from the gallery to be heard, only pertaining to matters on the agenda - five (5) minute time limit for each person)

- A. Dick Sturm/Chairman, Park & Rec Board, spoke on the portable toilet in Jefferson Park, stating he was originally opposed to having it placed there. He has had many appreciative comments from people since it was put there.
- B. Tim Jacobson, PW Supt., spoke on facility changes/improvements. Stressed doing the project right; that it will last the City for fifty years.

XIII. ADJOURNMENT

Moved by Ald. Foth, seconded by Ald. Michalkiewicz to adjourn at 8:22 p.m.

Motion carried.

Joan Smogoleski, CMC
City Clerk

CITY OF MENASHA
PLAN COMMISSION
MINUTES

Tuesday May 20, 2003
4:00 p.m.

The meeting was called to order at 4:02 p.m. by Mayor Joseph Laux.

Informal Public Hearings

Rezoning – Manitowoc Road

No one from the Gallery spoke on this item.

Special Use Permit

No one from the Gallery spoke on this item.

Regular Business

I. Roll Call

PLAN COMMISSION MEMBERS PRESENT: Mayor Joseph Laux, Ald. Pete Grapengeiser, DPW Mark Radtke, and Commissioners Norm Sanders, Catherine Cruickshank, and Glenn Canale.

PLAN COMMISSION MEMBERS EXCUSED: Ald. Sue Wisneski and Comm. Dick Sturm

ALSO PRESENT: CDD Greg Keil, AP Beckendorf, Andy Fenwick, Mike Hagens, and Mike King of *The Post-Crescent*

II. Minutes of the May 6, 2003 Plan Commission Meeting

Comm. Sanders made and Comm. Canale seconded a motion to approve the minutes of the May 6, 2003 Plan Commission meeting. The motion carried.

III. Rezoning – Manitowoc Road

After some discussion regarding the city-owned parcel to be rezoned, Comm. Canale made and Comm. Sanders seconded a motion to recommend approval of the rezoning of parcels 5-876-2, 5-876, and 5-877-1 from R-1 Single-Family Residential to R-2A Multi-family Residential. The motion carried.

IV. Special Use Permit – Metro Motorcycle – 138 Water Street

CDD Keil explained that since the business is an existing non-conforming use, a special use permit is needed for a change of occupancy. The tenant is proposing to repair and sell motorcycles and mopeds at the premises. Additional landscaping in the area in the front of the building, striping the parking areas, and fencing along the west lot line are conditions to be tied to the special use permit. The amount of parking available is sufficient for this type of business.

Comm. Sanders made and Comm. Canale seconded a motion to approve the site plan for 138 Water Street, reducing the number of parking stalls required from twenty to eighteen. The motion carried

V. Final Plat Review – Woodland Hills

CDD Keil reviewed the plat and explained the proposed variances from the City Subdivision Ordinance requested by the developer as follows:

1. City Subdivision Ordinance limits the length of cul-de-sacs to 500 feet; Whistling Swan Court is 1079 feet.
2. Temporary turn-arounds are required where streets end. The developer is requesting the turn-arounds be waived at the west-end of Woodland Hills Drive, and on Gosling Way. These streets are only one lot-width deep, so eliminating the turn-around should not cause any additional concerns.

There was some discussion regarding whether the cul-de-sac width could accommodate a school bus turn-around. Mike Hagens, of Hagens Realty, had questions about whether the city would support a name change for Kernan Avenue, if the

surrounding neighbors agree to it. The general consensus was that a name change would be supported if the change included the whole portion of Kernan Avenue from Manitowoc Road south to S.T.H. 114.

CDD Keil stated that the large pond, Outlot 1, and the upper portion of the plat that used to belong to Badger Highways will be dedicated to the city to satisfy parkland dedication requirements. These properties will help provide future trail linkage.

Comm. Sanders made and DPW Radtke seconded a motion to recommend approval of the final plat and the variance requests from cul-de-sac length and temporary turn-around requirements for Woodland Hills, with the following conditions:

1. The cul-de-sac width should be increased to sufficiently accommodate a large school bus turn-around.
2. City engineering must review and approve the drainage plan.

The motion carried.

VI. Storm Sewer and Utility Easement Release – Lot 10 in the 4th Addition to Pages Bay Plat

DPW Radtke explained that the request is to relocate the easement. The current easement is not located properly in relation to the actual sewer.

DPW Radtke made and Comm. Sanders seconded a motion to recommend approval of the easement relocation. The motion carried.

VII. Proposed Amendment(s) to PUD Zoning Text

CDD Keil explained that the PUD zoning district currently limits the density to 22 units per acre. If this standard is applied, the new downtown development project would not be permitted. The new language does not hold the standard to a particular number, rather it states that the PUD blend in with the character of the neighborhood in which it is located in terms of density, intensity of use, size and height of buildings, architecture and other impacts.

Comm. Sanders made and Ald. Grapengieser seconded a motion to recommend approval of the proposed changes to the PUD zoning text as follows:

Repeal Sections 13-1-33(c)(2) and 13-1-33(c)(5) and replace with 13-1-33(c)(2) as follows:

13-1-33(c)(2) Harmony with Surrounding Uses: The uses and design of the PUD will be harmonious with the character of the surrounding area in terms of density, intensity of use, size and height of buildings, architecture and other impacts.

The motion carried.

VIII. Extraterritorial Preliminary Plat – Northshore Woods – Town of Harrison

DPW Radtke made and Ald. Grapengieser seconded a motion to recommend approval of the Extraterritorial Preliminary Plats for Northshore Woods and North Shore Estates II in the Town of Harrison. The motion carried.

IX. Extraterritorial Preliminary Plat – North Shore Estates II – Town of Harrison

See number VIII above.

X. Adjourn

DPW Radtke made and Ald. Grapengieser seconded a motion to adjourn at 4:31 p.m. The motion carried.

Respectfully Submitted,

Jessica Beckendorf

Associate Planner

**CITY OF MENASHA
COMMON COUNCIL**
Council Chambers
June 2, 2003
Minutes

- I. Meeting called to order by Mayor Laux at 7:05 p.m.
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL/EXCUSED ABSENCES
Present: Ald. Foth, Eckstein, Michalkiewicz, Grapengieser, Barker, Taylor, Wisneski, and Weber
Also Present: PC Stanke, FC Vander Wyst, DPW Radtke, CDD Keil, Comp Stoffel, PRD Tungate,
CA/PD Brandt, Mayor Laux, Clerk Smogoleski, and the Press
- IV. REPORT OF COMMITTEES, BOARDS, COMMISSIONS

Minutes to approve:

- A. Administration Committee, 5/19/03
- B. Board of Public Works, 5/19/03
- C. Common Council, 5/19/03

Moved by Ald. Weber, seconded by Ald. Wisneski to approve Minutes A-C.

Motion carried.

Minutes to receive:

- D. Public Hearing, 5/19/03; Park St. Boat Launch
- E. Plan Commission, 5/20/03; 5/27/03
- F. Police Commission, 5/15/03
- G. Library Board, 5/20/03
- H. Housing Authority, 5/7/03
- I. Landmarks Comm, 5/21/03

Communications:

- 1. Legislative Bulletin, 2003-19; 2003-20
- 2. League of WI Municipalities, 5/21/03; Letter
- 3. Doty Island Development Council minutes, 5/21/03
- 4. Health Dept, 5/03; Nursing Report for April 2003
- 5. FC O'Brien, 4/9/03; Retirement Letter
- 6. Mayor to FC O'Brien, 5/19/02; Acceptance of Retirement
- 7. Public Library Annual Report for the Year 2002
- 8. Joseph Cismoski, Tobacco-Free Coalition, 4/10/03; Tobacco License Fees
- 9. Sen. Roessler to Ald. Barker, 5/12/03; Tobacco Control Funding
- 10. Off. Jorgenson to PRD Tungate, 5/27/03; Hart Park
- 11. CDD Keil, 5/28/03; Main Street Parking Structure
- 12. PRD Tungate, 5/29/03; Park Vandalism
- 13. Community Development Dept., 5/29/03; Special Use Permit: Metro Motorcycle, 138 Water St.

Moved by Ald. Weber, seconded by Ald. Eckstein to receive Minutes D-I and Communications 1-13.

Motion carried.

- V. CLAIMS AGAINST THE CITY
- VI. REPORT OF OFFICERS
 - A. PRD Tungate/Police Rep. – Park Vandalism/Law Enforcement Update. Jeff Jorgenson, MPD Crime Reduction Coordinator gave a power point presentation on vandalism and other issues in city parks. Hart Park has experienced an increase in vandalism and problem activities, especially since the skate

VI. REPORT OF OFFICERS, Cont'd

park opened. Police presence and adult supervision has been added. PRD Tungate reported the next Park Board meeting will be at Hart Park and will include a listening time for neighbors. Dir. Tungate added that many good activities are still going on in the parks.

VII. PEOPLE FROM THE GALLERY TO BE HEARD ON ALL MATTERS OF CONCERN TO THE CITY (5 minute time limit for each person)

A. Richard Sims, 357 Grandview Avenue, 1) spoke on safety for Hart Park supervisors; 2) Otto Grunski is a positive event for downtown; 3) favors amending ordinance relating to street use hours.

VIII. ORDINANCES AND RESOLUTIONS

XI. MAYOR'S APPOINTMENTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

A. Plan Commission, 5/20/03, Recommends Approval of:

1. Rezoning of Parcels 5-876-2, 5-876, 5-877-1 on Manitowoc Road from R-1 Single Family Residential to R-2A Multi-family Residential.
Public Hearing set for June 16 at 6:55 p.m.
2. Special Use Permit, Metro Motorcycle, 138 Water Street with the following conditions:
 - a. Additional landscaping to be added in the area in the front of the building and in the northwest corner of the property;
 - b. The parking areas must be striped;
 - c. Wood privacy fencing must be added along the west property line;
 - d. The number of required stalls may be reduced from twenty to eighteen

Moved by Ald. Grapengieser, seconded by Ald. Eckstein to approve with conditions a-d.
Motion carried.

3. Final Plat and Variance Request from cul-de-sac length and temporary turn-around requirements, Woodland Hills with the following conditions:
 - a. The cul-de-sac width should be increased to sufficiently accommodate a large school bus turn-around;
 - b. City engineering must review and approve the drainage plan

Moved by Ald. Grapengieser, seconded by Ald. Michalkiewicz to approve.
Motion carried.

4. Storm Sewer and Utility Easement Relocation, Lot 10 in the 4th Addition to Pages Bay Plat (Town of Menasha)

Moved by Ald. Grapengieser, seconded by Ald. Michalkiewicz to approve.
Motion carried.

5. Proposed Amendment(s) to PUD Zoning Text

Moved by Ald. Grapengieser, seconded by Ald. Michalkiewicz to approve.

CDD Keil explained a public hearing is necessary.
Motion and second withdrawn.
Public Hearing set for June 16, 2003 at 6:50 p.m.

XI. NEW BUSINESS, Cont'd

A. Plan Commission, 5/20/03, recommends, Cont'd:

6. Extraterritorial Preliminary Plat, Northshore Woods, Town of Harrison
7. Extraterritorial Preliminary Plat, North Shore Estates II, Town of Harrison

Moved by Ald. Grapengieser, seconded by Ald. Michalkiewicz to approve 6 and 7.

Motion carried.

B. Plan Commission, 5/27/03, Recommends Approval of:

1. Parking Structure Design

CDD Keil explained the design. Discussion centered on sufficient parking.

Moved by Ald. Grapengieser, seconded by Ald. Wisneski to approve.

Motion carried on roll call 8-0.

C. Administration Committee, 6/2/03:

1. Accounts payable and payroll for the period 5-21-03/5-29-03 for the amount of \$1,120,567.41

Moved by Ald. Eckstein, seconded by Ald. Taylor to approve.

Motion carried on roll call 8-0.

2. Financing Report Update

Moved by Ald. Eckstein, seconded by Ald. Weber to approve the Amended Report, to include \$1,000,000 for parking.

Motion carried on roll call 8-0.

3. Offer to Purchase 420 Third Street for \$55,000, and authorize signatures

Moved by Ald. Eckstein, seconded by Ald. Taylor to approve.

Motion carried on roll call 8-0.

4. License: Class "B" application of Mario Nunez to sell fermented malt beverages at 14 Tayco Street for the 2002-2003 license year (June 3-June 30, 2003) and that all is in total compliance before the license is issued
Hold for two weeks.

5. Licenses: Renewal liquor and malt beverage applications on file (see separate list) for the licensing year July 1, 2003-June 30, 2004 approval of department reports and inspections, and with the stipulation that all are in total compliance before the license is issued

Moved by Ald. Eckstein, seconded by Ald. Weber to approve renewal licenses except Hirschy, Inc. (CDFF), Now That's Hot, and Ottos, Inc.

Motion carried.

6. License: "Class B" application of Eric Straseske, 200 Main St. (Club UV) 2003-2004 license year, and that all is in total compliance before the license is issued.
Held earlier in Administration.

XI. NEW BUSINESS, Cont'd

C. Administration Committee, 6/2/03, Cont'd:

7. Revocation Hearing: Otto's, Inc., (Redliner), 977 Plank Road
Held earlier in Administration Committee.

D. Board of Public Works, 6/2/03:

1. Street Use Applications:

- a. 32nd Annual Otto Grunski Family Festival, July 12, 2003, 8:00 AM to 11:00 PM

Moved by Ald. Taylor, seconded by Ald. Eckstein to approve.

Moved by Ald. Weber, seconded by Ald. Taylor to amend to Brin Theatre Alliance Group.

Discussion. City ordinance referenced. Questions: department approval process/signatures.

Moved by Ald. Taylor, seconded by Ald. Eckstein to hold items a and b for two weeks.

- b. Banta Wellness Walk/Run on Sunday, August 3, 2003, 10:00 AM to 11:00 AM (Banta Corporation)
Held for two weeks—see 1a above.

2. Change Order:

- a. Balestrieri Environmental & Development, Inc.; Asbestos Abatement for the First National Bank & Elks Club Buildings; ADDITIONAL: \$8,430.00 (Change order No. 1 and Final)

Moved by Ald. Michalkiewicz, seconded by Ald. Eckstein to approve.

Motion carried on roll call 7-1. Ald. Taylor no.

3. Payments:

- a. Balestrieri Environmental & Development, Inc.; Asbestos Abatement for the First National Bank & Elks Club Buildings; \$9,700.75 (No. 2 & Final)

Moved by Ald. Michalkiewicz, seconded by Ald. Barker to approve.

Motion carried on roll call 8-0.

- b. Miron Construction., Inc.; Unit PR 03-1 Barker Park Shelter Construction Project; \$25,650.00 (Payment No. 1)

Moved by Ald. Michalkiewicz, seconded by Ald. Barker to approve.

Motion carried on roll call 8-0.

4. Review proposed plans for Midway Road/Appleton Road (STH 47) intersection and traffic signal improvements
No action.

XII. REFRAIN (People from the gallery to be heard, only pertaining to matters on the agenda - five (5) minute time limit for each person)

XIII. ADJOURNMENT

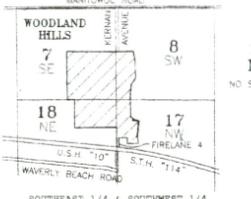
Moved by Ald. Michalkiewicz, seconded by Ald. Eckstein to adjourn at 8:40 p.m.

Motion carried.


Joan Smogoleski, CMC
City Clerk



LOCATION MAP



DRAINAGE PLAN LEGEND

- STORM MANHOLE
- INLET OR YARD DRAIN
- 796.30 PROPOSED ELEVATION
- 770.45 EXISTING ELEVATION
- DIRECTION OF DRAINAGE
- - - EXISTING CONTOUR
- (795.00) PREVIOUS APPROVED PROP. ELEV.
- LOT LINE GRADING
- DRAINAGE EASEMENT

DRAINAGE PLAN NOTES

1. THIS FINAL DRAINAGE PLAN INDICATES THE MAJOR DRAINAGE SWALES AND CONCEPTS. THE SITE PLANNER FOR EACH INDIVIDUAL DETAILED DRAINAGE FOR THE INTERIOR OF THE LOT. SUGGESTED GRADE AT POINTE SIGNIFICANTLY DIFFERING FROM ARCHITECT SHOULD CONSULT AN ENGINEER TO DETERMINE ELEVATION.
2. THE PROPOSED ELEVATIONS SHOWN ON THIS PLAN ARE ADJACENT TO ABUTTING PROPERTIES MAY VARY SLIGHTLY.

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

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 8:00 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

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

C. MINUTES TO APPROVE

1. [Administration Committee, 2/21/11](#)

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

Motion carried on voice vote.

D. ACTION ITEMS

1. [Extension of Listing Agreement with Core Development for Lake Park Villas Phase II Vacant Lots \(held 2/21/11\)](#)

Mayor Merkes explained staff is recommending the extension of the listing agreement with Core Development through September 2011 then either work with Core Development or Lexington Homes based on the development at Lake Park Villas. When questioned about the part of the listing agreement on additional provisions, CDD Keil explained City staff will be used to complete the landscaping.

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

Moved by Ald. Roush, seconded by Ald. Hendricks to amend agreement to conclude on September 30, 2011.

Motion on amendment carried on voice vote.

Motion as amended carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Roush, seconded by Ald. Englebert to adjourn at 8:09 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
March 7, 2011
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 8:11 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, FC Auxier, Lt. Brunn, CDD Keil, C/T Stoffel, Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. [February 21, 2011](#)

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

Motion carried on voice vote.

D. ACTION ITEMS

1. [Change Order MOD# 0021-00; Neenah-Menasha Fire Rescue Station 36; Miron Job #101520; ADD: \\$2,292.00](#)

FC Auxier explained the fire station is about 95% completed. The change order is for six additional turnout gear lockers. The remaining balance in the contingency fund is approximately \$9,000.

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

Motion carried on voice vote

2. [Recommendation to Award – ACC Planned Service; Contract No. 2011-01; Public Protection Facility HVAC Equipment Replacement; \\$115,487.00](#)

Staff is recommending awarding the contract for the replacement of two roof top condensing units and two gas fired hot water boilers at the Public Protection Facility to ACC Planned Service as they submitted the lowest bid. The City has received an Energy Efficiency Community Block Grant for this project.

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

Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Hendricks, seconded by Ald. Wisneski to adjourn at 8:21 p.m.

Motion carried on voice vote.

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

D R A F T

Minutes

Elisha D. Smith Public Library

Executive Director Search Committee Meeting

March 2, 2011

Present: Jill Enos, Sue Werley, Cate Brandt, Lynn Tungate, Cindy Schaefer-Kemps, Kathy Wicihowski, Interim Director Paul Nelson

Absent: Bob Stanke, Jim Englebert

Meeting called to order at 4:36 p.m. by Jill Enos.

Discussion/Action Items

1. Review of job description. After reviewing this document, it was determined that it was now complete.
2. Review of job posting. Revisions were made to the existing job posting and the Library Director Additional Information document. It was recommended that we link the website job posting to this document. Job postings will be submitted on March 8, 2011.
A deadline for accepting job applications was established. All applications must be postmarked no later than April 8, 2011. Lynn Tungate and Cate Brandt will review all incoming applications. Selected candidates will receive the following two documents: 1) achievement history questionnaire, and 2) cover letter to accompany the achievement history questionnaire. April 22, 2011 was set as the final due date for this questionnaire.
3. Future meetings. Topics to be discussed at future meetings include 1) updating the rubric for applicants, 2) revising the achievement history questionnaire, 3) drafting interview questions, 4) establishing an interview schedule and 5) discussing travel compensation for applicants traveling a considerable distance.

Future Meetings

The next committee meeting will be held on April 6, 2011 at 4:30 p.m. in the Gegan Room.

Adjournment

Motion to adjourn the meeting at 6:04 p.m. by Werley, seconded by Tungate and carried unanimously.

Respectfully submitted,
Kathy Wicihowski, recording secretary

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday February 22, 2011

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

Present: Commissioners Raymond Zielinski, Dale Youngquist, Gordon Falck, Kathy Bauer, William Helein, William Zelinski; Manager Randall Much, Accountant Roger Voigt.

Excused: Commissioner Tim Hamblin

Also Present: Paul Much, Rob Franck (MCO); Mike Sambs (Waverly); Tom Kispert, Chad Olsen (McMAHON).

Minutes of the Regular Meeting and Closed Session of January 25, 2011 were discussed. Motion made by Commissioner Raymond Zielinski, seconded by Commissioner Kathy Bauer to approve the minutes of the Regular Meeting and the minutes of the Closed Session from January 25, 2011. Motion carried unanimously.

Correspondence

There was no correspondence to be discussed.

Budget, Finance, Personnel

Accountant Voigt presented the financial statements for the month of January 2011. Accountant Voigt reported the auditors will be in Monday February 28 to begin the 2010 audit. After discussion, motion made by Commissioner Raymond Zielinski, seconded by Commissioner William Helein to accept the financial statements for the month of January and place it on file. Motion carried unanimously.

Accountant Voigt presented MCO Invoices #15248, #15280, and #15277 in the amounts of \$120,194.02, \$302.27 and \$1,496.99. After discussion, motion made by Commissioner Raymond Zielinski, seconded by Commissioner Gordon Falck to approve for payment MCO Invoices #15248, #15280, and #15277 and to pay the invoices after March 1, 2011. Motion carried unanimously.

Accountant Voigt presented the Accountants Report for the month of January. Accountant Voigt reported on the reinvestment of maturing CDARS; the replacement fund CDAR will be renewed for 4-weeks, the depreciation fund CDAR will have \$50,000 deposited into our checking account with the balance renewed for 4-weeks. The funds deposited into the checking account will be used for payment towards engineering fees. MCO generated \$8,200 in income to the Commission in January. After discussion of the Accountants Report; motion by Commissioner Raymond Zielinski, seconded by Commissioner William Helein to accept the Accountants Report for the month of January 2011. Motion carried unanimously.

Accountant Voigt presented for payment McMAHON invoices #43958, #43960, #43959, #44039, and #44093 in the amounts of \$377.48, \$6,891.64, \$54,685.30, \$805.50 and \$992.45. After discussion, motion made by Commissioner Raymond Zielinski, seconded by Commissioner Kathy Bauer to approve for payment invoices #43958, #43960, #43959, #44039 and #44093. Motion carried unanimously.

Operations, Engineering, Planning

Manager Much presented and discussed the operating report for the month of January 2011. Operationally we are doing well. Menasha made a request to include an area in our facility plan to accept sewer cleaning waste; this issue has been discussed in the past and we do not feel we have an appropriate area to handle this type of waste. Staff has met with McMahan personnel to discuss the digester issues. Manager Much reported staff will be going to Albuquerque and Salt Lake City on March 9, 10, & 11 to look at sodium hypochlorite generation systems. The cost will be paid by the vendors trying to sell us the unit. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Raymond Zielinski to accept the operating report for the month of January 2011. Motion carried unanimously.

Manager Much discussed the information received on the Fox-Wolf Watershed Alliance. This is a group of individuals coming from regulatory agencies, DNR staff, Industrial, and Municipal wastewater plants to work together on the phosphorous issues and regulations. Supporting this group in obtaining grant money seems to be worthwhile. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Kathy Bauer to issue a letter of support to the Fox-Wolf Watershed Alliance for its water quality grant application. Motion carried unanimously.

Tom Kispert reported to the Commission the status on Facility Upgrade activities. Facility Plan. Mylar drawings from the 1980's plant expansion are being converted to CAD drawings; equipment manufacturers are being scheduled to come to the plant in March; it is expected to have a recommendation for an on-site sodium hypochlorite generation system at the next meeting; the DNR reviewer indicated the plans look good, we now need to schedule a public hearing for the DNR to give approval of the plan. Tom Kispert suggests the week of March 14 to hold the public hearing; this would need to be a special meeting and we need to provide a two week notice and we need to publish this in the newspaper twice. The Commission discussed a date for the public hearing. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Gordon Falck to hold a Public Hearing on Tuesday March 15 at 8:00 am to receive public input on the Facility Plan submitted to the DNR for plant updates. Motion carried unanimously.

Controls/SCADA. Discussion have been held with Bradley-Werner for this project.

GIS. Work is continuing on the requirements document. Currently the work is on "Big Picture" items; eventually the work will be on the minor details.

Old Business

Interceptor ownership. Manager Much reported that he has no new information to report at this time.

Biosolids Management. Chad Olsen reported he has no information to report in open session.

Motion made by Commissioner Dale Youngquist, seconded by Commissioner Raymond Zielinski to convene into closed session pursuant to Wis. Stats. § 19.85(1)(g) to confer and review written and/or oral legal advice by legal counsel to the Commission as to litigation strategy and status of matters concerning the lawsuit(s) commonly referred to as the Fox River litigation and the Town of Neenah Sanitary #2 lawsuit and pursuant to Wis. Stats. § 19.85(1)(e) to discuss contracts affecting portions of the sewerage treatment process which involves the investment and spending of public funds and competitive and bargaining reasons require a closed session to discuss contract clauses to be submitted to vendors to best serve the public interest. Motion carried unanimously by Commissioners Raymond Zielinski, Dale Youngquist, Gordon Falck, Kathy Bauer, William Helein. Meeting convened into closed session at 8:38 am.

After discussions, motion made by Commissioner Dale Youngquist, seconded by Commissioner William Helein to adjourn the closed session and return in regular open session. Motion carried unanimously by Commissioners Raymond Zielinski, Dale Youngquist, Gordon Falck, Kathy Bauer, William Helein. The Commission returned to Regular open session at 9:16 am.

Action to be taken on matters discussed on Closed Session

Motion made by Commissioner Dale Youngquist, seconded by Commissioner William Helein to approve the mediation settlement agreement with the Town of Neenah S.D. #2 contingent upon the approval of the mediation settlement agreement by the Town of Neenah S.D. #2 and to use funds from the Surplus Fund for the settlement amount. Motion carried unanimously.

Vouchers

Motion made by Commissioner Raymond Zielinski, seconded by Commissioner William Helein to approve operating and payroll fund vouchers #132140 through #132179 in the amount of \$373,366.61 for the month of January 2011. Motion carried unanimously.

Motion made by Commissioner Dale Youngquist, seconded by Commissioner William Helein to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:20 a.m.

President

Secretary

**A PUBLIC HEARING WILL BE HELD ON MARCH 15TH @ 8:00 AM.
THE NEXT REGULAR MEETING IS SCHEDULED FOR TUESDAY MARCH 22ND 2011.**

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
March 8, 2011
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 3:38 p.m. by DPW Mark Radtke.

B. ROLL CALL/EXCUSED ABSENCES

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

PLAN COMMISSION MEMBERS EXCUSED: Mayor Merkes, Commissioners Homan and Schmidt

OTHERS PRESENT: CDD Keil and PP Kester.

C. MINUTES TO APPROVE

1. **Minutes of the January 18, 2011 Plan Commission Meeting**

Motion by Comm. Sturm, seconded by Ald. Benner to approve the January 18, 2011 Plan Commission meeting minutes. The motion carried.

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

1. No one spoke.

E. DISCUSSION

1. None.

F. ACTION ITEMS

1. **Proposed Utility Easement – HWY 114 and Lake Park Square**

Commissioners discussed the proposed utility easement to be located within the northerly six feet of the fifty foot highway setback. There was discussion regarding the location of the easement in relation to the existing bike and pedestrian path easement.

Ald. Benner made and Comm. Cruickshank seconded a motion to recommend approval of the easement as proposed. The motion carried.

G. ADJOURNMENT

Motion by Comm. Cruickshank, seconded by Ald. Benner to adjourn at 3:55 p.m. The motion carried.

Minutes respectfully submitted by Amy Kester, Principal Planner.

**CITY OF MENASHA
SUSTAINABILITY BOARD
Third Floor Council Chambers
140 Main Street, Menasha**

**Tuesday, February 15, 2011
6:30 PM**

MINUTES

A. CALL TO ORDER

The meeting was called to order at 6:35 by Chris Bohne.

B. ROLL CALL

1. **Present:** Becky Bauer (6:35), Chris Bohne, Roger Kanitz, Ed Kassel, Sadie Schroeder, Kathy Thunes
2. **Excused:** Mike Dillon, Chairperson Linda Stoll
3. **Also Present:** Community Development Director Greg Keil, Principal Planner Amy Kester, and Paul Van de Sand (WE Energies).

C. PUBLIC COMMENTS

Paul Van de Sand of WE Energies discussed the following issues:

- Discrepancy between LEED and AARA reporting requirements for monitoring of electrical consumption at the new fire station
- The upcoming Green Energy Summit at which Ed Kassel will be presenting
- Attendance at the Mad City Chickens film showing
- The On e 2 Five report, to be placed on the next agenda

D. MINUTES TO APPROVE

Roger Kanitz made and Sadie Schroeder seconded a motion to approve the minutes from the January 18, 2011 Sustainability Board meeting. The motion passed unanimously.

E. COMMUNICATIONS

1. **Sustainability Webinars by Fox Valley Technical College**
No discussion.
2. **Green Fire - Film Premiere at UW-Fox**
No discussion.

F. REPORTS

1. **ECOS Local Food Panel**
Board members reported on the success of the Local Food Panel sponsored by ECOS. Sadie Schroeder suggested that the city consider establishing local production criteria for food sold at the Farm Fresh Market.

G. DISCUSSION

1. 2011 Sustainability Plan

Board members reviewed the draft Sustainability Policy, Sustainability Goals, and 2011 Sustainability Work Plan. Several wording changes along with additional work plan items were recommended. City staff will make suggested changes and this item will be placed on the next agenda for further discussion and consideration.

2. Earth Day Planning

Kathy Thunes gave an update on the joint marketing effort for Earth Day activities. Board members discussed the possibility of the city sponsoring an Earth Day event at Heckrodt Wetland Reserve or elsewhere. This item will be placed on the March agenda for further planning and consideration.

3. Ordinance Relating to the Keeping of Fowl

This item has been tabled by the Common Council and will be held for consideration at a later date.

4. Local Transit System

CDD Keil will make further efforts to set up a meeting with Joe Wiedert to discuss the feasibility of the local trolley concept for downtown Menasha.

H. ACTION ITEMS

1. None

I. ADJOURNMENT

Sadie Schroeder made and Becky Bauer seconded a motion to adjourn at 8:28 pm. The motion passed unanimously.

Respectfully submitted by Amy Kester, Principal Planner.



March 1, 2011

Mr. Robert Stanke
City of Menasha
430 First Street
Menasha, WI 54952

RE: 2010 Liability & Auto Physical Damage Dividend Payment

Dear Robert:

Enclosed please find a check made payable to City of Menasha, which represents the Liability dividend and if applicable, the Auto Physical Damage dividend.

The Liability and Auto Physical Damage dividend were declared by the Board of Directors, to be paid March 1, 2011.

Please contact me by phone or E-mail if you have any questions at 262-784-5666, Ext. 4102 or mid@cvmic.com.

Yours very cordially,

CITIES & VILLAGES MUTUAL INSURANCE CO.

Michael L. DeMoss
Executive Director

MLD:scp

Enclosure

Admin/PublicEntLiab/DividendPayments/2009DividendPaymentLetter3-1-11

RECEIVED MAR 10 2011

CITIES & VILLAGES MUTUAL INSURANCE COMPANY

18122

Vendor: City of Menasha

Check Number: 18122
Check Date: Mar 1, 2011

Item to be Paid - Description

Check Amount \$29,709.00
Discount Taken Amount Paid

Liability Dividend	26,369.00
APD Dividend	3,340.00

18122

CITIES & VILLAGES MUTUAL INSURANCE COMPANY
1250 S. SUNNYSLOPE ROAD
BROOKFIELD, WI 53005

TRI CITY NATIONAL BANK
OAK CREEK, WI 53154

79-1197/50

18122

PAY: Twenty-Nine Thousand Seven Hundred Nine and 00/100 Dollar DATE

Mar 1, 2011

*****\$29,709.00

AMOUNT

TO THE City of Menasha
ORDER 140 Main Street
OF Menasha, WI 54952

Memo: 2011 Liability & APD Dividends

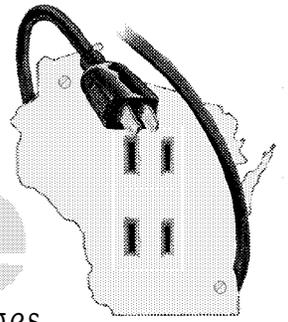


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A **Coalition**
to preserve
Wisconsin's
Reliable and
Affordable
Electricity

Customers First!

the Wire



Plugging you in to electric industry changes

608/286-0784 • P.O. Box 54 • Madison, WI 53701 • www.customersfirst.org • MARCH 2011 • Vol. 16, No. 3

Wind hearing draws a crowd

Statewide wind-energy siting rules were supposed to take effect this month but the Legislature has kept the administrative rulemaking process alive. A February public hearing drew hundreds to the Capitol and generated many hours of testimony.

State lawmakers listened to a bewildering variety of opinions. Members of the Joint Committee for Review of Administrative Rules were told that:

- Proximity to wind turbines has had a negative impact on real estate values, and that it hasn't;
- Health problems related to wind-farm proximity have been confirmed, and that they haven't;
- Adopting a proposed 1,800-foot setback distance from property lines instead of the 1,200 feet in the PSC rules will close down the wind industry in Wisconsin;
- Wisconsin is the world's capital of wind-energy component production but may not be if the PSC rule is changed;
- One Wisconsin county pioneered siting standards similar to those in the PSC rule and they're working very well; and
- Wisconsin is a great place to manufacture wind-energy components but a poor place to use them.

Julie Voeck of NextEra Energy, which owns two Wisconsin wind projects, testified that legislation calling for an 1,800-foot setback "sent shock waves" through the industry and would "likely shut down" wind development here. She said she was unaware of any peer-reviewed science indicating negative health or property-value effects.

Realtor Tom Meyer, who served on the advisory council, said, "In the end what we're getting in this rule is some changes to the Wisconsin rural landscape as we know it, to a more industrial landscape."

Continued on page 2...



Register now for April CFC conference

Register now for the *Customers First!* Coalition's free POWER Breakfast, April 6 at the Concourse Hotel in Madison, Wisconsin.

Attendees will hear from energy experts on current issues facing electricity customers and the power industry in this half-day session from 8 a.m. until 12 noon.

Register online for this free event at www.regonline.com/cfcpowerbreakfast2011, or contact *Customers First!* Executive Director Matt Bromley by e-mail at mbromley@customersfirst.org or phone 608-286-0784. 

Wait and see on special rates

A Dane County judge last month ruled against the Citizens Utility Board in its challenge to a utility's "economic development rates," but only on the basis that the principle CUB was defending hadn't been violated—yet.

In 2009, Wisconsin Power and Light (WPL) requested regulatory approval for commercial customers to receive discounted rates in order to forestall them cutting back operations or leaving the state. CUB contended that the Public Service Commission (PSC) should have performed a more extensive review before approving the rate change and that some customers would have more favorable rates than others in the same service class. It further argued that residential,

farm, and small business customers would end up subsidizing discounts they are not eligible to receive themselves.

In his February 11 decision, Dane County Judge John Albert recognized the potential harm to CUB members and other customers but said it's "speculative" based on what's been done so far.

"Whether or not that conclusion remains true going forward is an entirely separate matter," Albert wrote, adding, "If (or when) the PSC takes the necessary intermediate steps toward raising rates or imposing costs, then CUB's potential injuries flowing from that as yet

Continued on page 3...

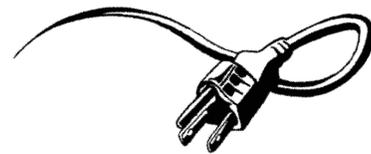
THE WIRE is a monthly publication of the *Customers First!* Coalition—a broad-based alliance of local governments, small businesses and farmers, environmental groups, labor and consumer groups, retirees and low-income families, municipal electric utilities, rural electric cooperatives, wholesale suppliers, 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



In recent weeks the federal Surface Transportation Board (STB), a relatively obscure regulatory agency charged with overseeing the nation's freight rail system, has initiated actions that should be welcomed by those of us advocating for affordable electricity. Why is that?

The *Customers First!* Coalition's interest in reforming the nation's freight railroad policies is driven by the high cost of transporting coal to power plants in the state and the upward pressure it puts on electricity prices. About one half of the fuel costs for coal-fired power plants are transportation costs, and nearly 95 percent of coal delivered to Wisconsin arrives by rail.

Higher costs and lower quality of rail service is a result, in part, of the deregulation of the railroads in the 1980s, which led to massive consolidation in the industry. In Wisconsin, many industries and utility companies are served by no more than one railroad. In this monopoly environment, rail customers are captive to take-it-or-leave-it rates and service from that single railroad. And not much can be done about it because the railroads have special exemptions from antitrust laws.



Bromley

The only recourse for an aggrieved rail customer is to file a complaint with the STB, but the expensive filing fees, in some cases as much as \$102,000, have discouraged many from seeking relief. This could change though, with a proposal from the STB to substantially lower its filing fees for all varieties of complaints to no more than \$350. It's a small but important step, necessary for freight rail customers to receive relief from railroad monopoly pricing and service issues.

The filing-fee proposal is the latest in a series of initiatives intended to ensure that railroad customers receive more equitable treatment from monopoly freight railroads. The agency also announced a process to explore the current state of competition in the railroad industry and possibly change current regulatory policies to ensure increased competition in the national freight rail system. A hearing on this issue is scheduled for June 22.

Legislative reforms are in the works, too. Senator Herb Kohl reintroduced the Railroad Antitrust Enforcement Act (S. 49) to help ensure future rail mergers comply with the nation's antitrust laws and protect consumers from the railroad industry's monopolistic practices. His Wisconsin colleague, Representative Tammy Baldwin, is expected to reintroduce a similar bill in the House. Without these administrative and legislative reforms, utilities and the customers they serve will continue to be subject to unnecessarily higher rates and poorer service for coal transportation. 💡

Wind hearing

Continued from page 1...

Gary Koster of Northern Power Systems supported the rule as written by the PSC. "One of the biggest problems we have in Wisconsin right now is jobs. Jobs is what we bring to this," he said. Koster said his company produces 1,200 wind turbine components and called Wisconsin the world capital of wind component manufacturing. "It makes more sense to build the turbines close to where I sell the turbines," he said. "I get the best quality equipment from the state of Wisconsin."

Sam Tobias is director of planning for Fond du Lac County, where three utility-scale wind projects are sited. He testified that his

county—where all the towns have their own zoning ordinances—has "been a test-bed [for siting standards similar to those in the PSC rule] and it's worked pretty well."

Robert Welch, lobbyist for the Coalition for Wisconsin Environmental Stewardship, said Wisconsin's best wind areas are of marginal quality and heavily populated. He said Wisconsin is a major producer of coal-mining machinery and materials used in oil extraction despite the absence of coal mines and oil wells in the state.

The joint committee could decide to accept the siting rules as proposed by the PSC last year or ask the commission to further modify them, with setback distance presumably the main area of interest. An executive session of the Joint Committee for Review of Administrative Rules, scheduled for March 1, will determine how to proceed. 💡

Wind installations wind down, bounce back

Wind energy capacity nationwide last year was added at only half the rate seen in 2009, but counting projects under construction, this year is already surpassing the total for 2010.

Overall, the United States added a total of slightly more than 5,100 megawatts of wind capacity in 2010. CEO Denise Bode of the American Wind Energy Association (AWEA) crit-

icized a “boom and bust cycle” for wind energy resulting from uncertainty about the continuation of federal subsidies. Last December, Congress approved a one-year extension of previously existing investment tax credits for wind, prompting predictions already being realized, that 2011 installations would outstrip those for 2010.

According to the AWEA, the current year

opened with about 5,600 megawatts of capacity under construction.

Bode said her organization this year would be “defending and improving on state renewable targets, as well as promoting other sources of demand—such as more distributed and community wind projects, and corporate purchasing under the new WindMade trustmark.” 

Connecticut keeps trying on energy policy

Dissatisfied by the results of electric restructuring but unable so far to find its way back, Connecticut continues to look for a legislative solution.

Last year, the Legislature passed a bill that redesigned the state’s regulatory apparatus, set new energy efficiency standards, created incentives for renewable energy, and mandated reductions of Connecticut electric rates, which are among the nation’s highest.

Then-Governor Jodi Rell vetoed the bill, citing uncertainty about how such extensive changes would affect energy markets and electric bills.

A lot of Connecticut electricity customers probably wish similar reservations had prevailed when restructuring was adopted in the 1990s.

Lawmakers are hoping to pass similar legislation this year, and that new Governor Dannel Malloy will sign it.

“For years we have been fighting to fix deregulation,” said Senate President Pro Tem Donald Williams. Legislators have been besieged with calls to revisit the restructured electric power industry since prices rose sharply in the latter years of the past decade. 

Special rates

Continued from page 1...

unmade decision could be sufficient” to revisit the matter.

But Albert agreed with the PSC that the economic development rate (EDR) creates a separate class of customer who “would leave the service territory but for the rate discount opportunity” and who would also be required to undertake special energy efficiency efforts and would have received recent government assistance to cope with economic difficulty.

Albert concluded that to be unjustly discriminatory or unreasonable, the special rate would have to compel customers to bear the costs incurred in favoring others or favor a small group not meaningfully distinct from others.

“The EDR as approved does not, or at least has not yet, had that effect upon [CUB],” Albert wrote. 

Nukes under pressure

We aren’t sure how many times the Yucca Mountain project has been killed, but it just happened again, and efforts to revive the nuclear power industry are butting up against more pressure to resolve its waste-handling challenges.

Last month House Republicans placed language in a federal spending bill that would prohibit the Nuclear Regulatory Commission (NRC) from dropping its regulatory review of the nuclear waste storage facility in Nevada. The action was unlikely to overcome steps taken by the Obama administration at about the same time.

The administration’s fiscal 2012 budget zeroes out funding for any activity related to the dormant project.

Expectations at the NRC, according to new agency documents, are that all activity related to review of the pending license application for the facility will be closed down before the current federal fiscal year ends October 1.

The Las Vegas *Review-Journal* reported in mid-February that Energy Secretary Steven Chu had told a panel studying nuclear waste disposal issues it was necessary to “turn the page” on the Yucca project and “look for a better solution.”

Meanwhile, Connecticut’s attorney general and officials from New York and Vermont were applying legal pressure to what’s been passing for a solution in lieu of a single, nationwide repository.

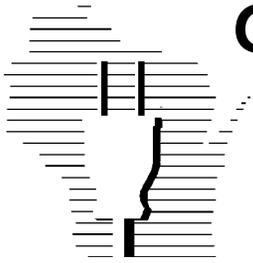
The officials have asked the U.S. Court of Appeals for the District of Columbia Circuit to overturn last year’s NRC decision that spent nuclear fuel could remain in above-ground, dry-cask storage at power-plant sites for 60 years. The decision superseded a policy that set a 30-year limit for dry-cask storage.

The litigants allege that the NRC violated the National Environmental Policy Act by failing to conduct required environmental impact studies prior to making any change in the time limit for dry storage.

The first dry-storage facility, in Virginia, was licensed by the NRC in 1986. There are more than 50 such independent, licensed facilities in the U.S., including Wisconsin’s Point Beach and Ke-waunee power plants and the Monticello and Prairie Island plants in Minnesota. 

Energy saver tip

The lint screen in your clothes dryer will be packed full if you don’t clean it routinely and when that happens, the dryer can consume nearly one-third more energy—not to mention that a full and overheated screen can be highly combustible (actually pretty good tinder to take on your next camping trip). So clean that screen! 



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



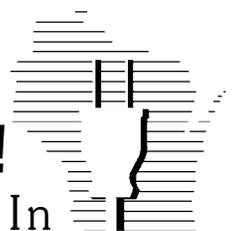
Quotable Quotes

“We have to go back to square one. We have to take a look at some of the assumptions about deregulation.”

—Donald Williams, president pro tem of the Connecticut State Senate, on his state's continuing struggles with the results of electric utility restructuring enacted in the 1990s, quoted in *The Day* (New London, CT), January 28, 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



March 15, 2011

Dear Members of the Menasha Common Council,

I am writing on behalf of the Menasha Sustainability Board in support of the City's efforts to create a connected network of walking and biking facilities. Research from many different organizations highlights the many benefits of these connected facilities. While housing values are still slow to rebound, reports have shown that in cities across the US, properties in walkable/bikable neighborhoods are worth more than similar homes in less-walkable neighborhoods. Rebecca Ryan, president of next Generation Consulting, Madison, WI has conducted preference surveys of young professionals in Wisconsin and throughout the US. With over 10,000 completed surveys, she has found that this economically important group is actively seeking communities where they can walk and bike. They are selectively purchasing homes in neighborhoods that support this lifestyle. AARP has also found in its survey work that retirees are looking for communities where they can access a variety of destinations on foot or by bike. By creating a walking/biking network in the City of Menasha, we are supporting future property values and making our community attractive to a broad segment of potential residents. This also encourages existing residents to stay in the city.

Concerns over public health have led to efforts on many fronts to get people to increase their physical activity. The Robert Wood Johnson Foundation is the United States' largest philanthropy devoted exclusively to health and healthcare. The Foundation has committed over \$500 million dollars to address obesity in the U.S. with special emphasis on childhood obesity. Their research has shown that access to safe walking and biking facilities can play a major role in addressing this critical issue. Making Menasha a walkable/bikeable city will help our residents adopt a healthy lifestyle.

The City of Menasha offers its residents many valuable services including an award-winning library, beautiful parks, a public swimming pool and quality retail establishments. The Sustainability Board believes that all residents should have access to these places including those who are unable to drive a car, especially our youth. Not creating a walking/biking network throughout the city limits these people from fully utilizing public facilities and supporting local businesses. Being connected helps to create a sense of community and makes Menasha a great place to live and work. We encourage you to require all new development to be connected to this walking/biking network, that you enforce the construction of all designated routes in existing development and that when possible; you retrofit older areas so that they too are part of this network.

Sincerely,



Linda Stoll

Chair, Menasha Sustainability Board



FOR IMMEDIATE RELEASE

Contact: Donald Merkes
Mayor, City of Menasha
Phone: 920-967-3600
dmerkes@ci.menasha.wi.us

MENASHA EMPLOYEES WORK TOGETHER TO BALANCE BUDGET

MENASHA, WI – March 16, 2011. Unions that represent parks, public works, clerical, custodial, and engineering employees are working with management in an effort to ensure that service levels are maintained for city residents and businesses for the remainder of 2011. This involves our union employees making voluntary changes for the current year, while non-union employees shift wages into their retirement funds.

Union employees will take six furlough days, amounting to a 2 ½ percent reduction in take home pay. In an effort minimize disruption to services, and maintain construction schedules for street work, parks and public works furlough days will be scheduled on Mondays: March 21, April 25, June 20, August 22, September 26, and October 31. Garbage pickup those days will be rescheduled to the following Tuesday. Other union employees will be scheduling their days on a rotating basis. Non-union employees will begin contributing to their retirement plans in April.

City of Menasha employees have repeatedly stepped up over the past two years, delivering the high quality services we expect despite the financial challenges that resulted from seriously flawed administrative decisions in the past. Working together, we have done more with fewer people on the payroll, innovated to form partnerships, and received concessions from three of our four unions. Even before the passage of SB10 our employees had agreed to contribute to their retirement and pay a greater share of their health insurance premiums in 2012.

Mayor Don Merkes notes, “Though uncertainty at the state level is a cause for concern, I am confident that the dedicated people who work for the City of Menasha will maintain the momentum as we move toward a final resolution of the steam utility litigation, and begin new development at Lake Park Villas.”

While offering competitive compensation packages is important, we must also show the people who work for Menasha that we appreciate the work they do. Changes contained in SB10 decrease our ability to compete for quality employees to ensure our continued recovery. Recent retirements throughout the city, many occurring as a result of uncertainty at the state level, represent a loss of institutional knowledge that is difficult to replace. We need to come together as a community to work through these changes together in a spirit of cooperation.

To: Common Council
From: Ald. Taylor

Menasha residents speak out against sidewalks in Woodland Hills



Written by

Michael King

5:55 AM, Mar. 8, 2011

MENASHA — Back in 2006, residents of the upscale Woodland Hills subdivision spoke out against city plans to route the state Friendship Trail through their development and derailed the recreational trail project.

Many of the same residents were back Monday night at a public hearing on special assessments before the Common Council because the city wants to include a five-foot concrete sidewalk along the same path when it installs the streets in the northern half of Woodland Hills and the adjacent Ribblesdale subdivision.

The neighborhood in question is in the heart of Menasha's eastside growth area.

Residents cited economic hardships, declining property values, safety concerns and littering if the sidewalks were built as proposed along the west side of Kernan Avenue and the south side of Woodland Hills Drive.

No action was taken on the final resolution for special assessments as the council agreed to hold the issue for two weeks.

"I'm very disturbed and very upset," said Mary Jane Longo, who said the sidewalks would threaten the removal or altering of significant landscaping and a circular drive in front of her Kernan Avenue home. "I don't want these people in my front yard walking."

Her husband Jim, a building contractor, said he never saw any plans that indicated a trail or sidewalk in front of his home. With nearly 500 feet of frontage, they are facing a significant cost. "I don't want it. I don't want to take care of it," he said.

"We're losing our privacy," said Lila Miller, another Kernan Avenue resident.

Greg Keil, Menasha's community development director, said the city plans have been to incorporate pedestrian and bicycle facilities within major streets to promote connectivity between

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neighborhoods. Kernan Avenue is a collector street that connects on the north to Manitowoc Road, which ultimately will be reconstructed with bicycle and pedestrian facilities.

While property owners would pay for the final asphalt street and curb and gutter based on front footage, the sidewalk is to be paid via an area wide assessment of a maximum of \$750 per household.

Richard Schultz, a Woodland Hills Drive resident, said he is "not completely opposed to sidewalks" but urged delay of the sidewalk portion only for economic reasons. "We're just opposed to things being forced upon us at a time of hardship," he said.

"There's sinkholes, there's potholes," Schultz said. "It is a temporary road that was put in about 10 years ago, so it's time. Nobody wants to pay for it, but it's got to be done."

"If we can forego and put off sidewalks that dead end and go nowhere and pay for them 3-5 years from now when the streets are connected, that's what we'd like to see," Schultz said.

"I don't think it makes sense to have a sidewalk going nowhere," said Dan Ferris, a Woodland Hills Drive resident.

Prior to the public hearing, Keil said the trail "option is no longer on the table" but the city is continuing exploration of routes "on both the north and south side of State 114."

"Unless we change our policy, we're not requiring sidewalks everywhere like Appleton and some of the other Fox Cities communities do," Keil said. "But at the same time we're trying to acknowledge that there is a need to accommodate pedestrians and bicyclists.

"I'm scared to death what's going to happen with that Friendship Trail," said Craig Kubiak, who lives on Kernan Avenue. "We don't know when these proposed additions to connectivity might happen."

Michael King: 920-729-6622, ext. 33, or mking@postcrescent.com

Related Links

Wisconsin DNR to hold public deer forums around state

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Ald. Taylor

jam11

5:37 AM on March 8, 2011

The original plans for this development clearly stated that there was an easement for a pedestrian trail. Seems the developer either didn't represent this clearly or tried to hide this from the lot purchasers. At least this isn't put a sidewalk everywhere Appleton, where you will see a sidewalk in a small culdesac not far from here off Midway road.

isolationist

5:37 AM on March 8, 2011

I hope the city doesn't let a few loudmouthed whiners stop this sidewalk/trail plan. Good communities include safe places where a person can go for a walk or ride their bike and not have to compete with traffic. If a young parent wants to take their baby in a stroller for a walk they shouldn't have to walk in the street. As in Greenville these things were planned ahead of time so the landowners either got screwed by the developers or weren't thinking ahead.

The article states that the maximum cost would be \$750 but the man with 500ft of frontage states that he doesn't want to pay that amount. If you have that much property 750\$ either means nothing to you or you can't afford to be living there.

Different people will have different reasons against this but I for one support it. Trails like this make for good neighborhoods and good neighborhoods make for better property values.

badbob66er

6:07 AM on March 8, 2011

"I don't want these people in my front yard walking."

Sounds like Jane thinks she's too good to have the people of Menasha walking in her neighborhood.

They should make it 6 feet wide... Instead of only 5.

isolationist

6:51 AM on March 8, 2011

I wish I could give you two thumbs up!

BillMenasha

7:04 AM on March 8, 2011

I wonder if she has a jockey statue on her front porching

o262

7:10 AM on March 8, 2011

Really Jane, you could always move. I am going to start running by your house, just to see what it is like.

dtucky

7:24 AM on March 8, 2011

Scared to death about the Friendship Trail? Must be nice that allowing people a safe means for exercise and recreation is the biggest thing causing you fear in life, maybe you'd be a bit friendlier and happier if you got off your rear end and used it.

MartinRiggs

8:47 AM on March 8, 2011

They should be pumped about this. I live right by a high school so it gives me the option to say, hey guys, use the side walk, not my back yard to pass through.

thinknspeak

9:40 AM on March 8, 2011

Progress is change and change is progress. We live near the "Trestle Trail" in Menasha- a welcome part of the Friendship Trail. We love seeing the families and groups of friends walking past our home all year round. Do I complain in winter about shoveling the sidewalk, so the daily "regulars" don't slip and fall? No! They are welcome faces in our community. Instead in times of illness, our neighbors will step in, making sure the block is clear all the way down the road. Mind you we live in the heart of it- one of the most highly used sections that this trail offers and we NEVER feel our privacy being invaded. Unless by losing your privacy you mean that a stranger will walk past being nice enough to wave and say hello or that they may actually tell you, if you stop to chat, just how much they love your landscaping. When did becoming a part of the world, mean we have to set ourselves apart? I would much rather see the children of our neighborhood walking safely on the sidewalk, than stumbling down the street and risk being hit by a car. I am sure that cost is not the real issue here. Instead a superiority complex perhaps is. However I do ask that for those who feel as you do, when YOU are invited to walk the Trestle Trail and pass my home, please do not look upon our gardens and admire the view- be it on a weekend when you are out with your family or for a fundraiser that works to raise money for children with cancer. Instead, face forward and think only about how much you would rather enjoy your own yard, then be near mine with the majestic beauty of blue skies, open water, billowing trees blowing in the breeze and eagles soaring overhead.

villa

11:23 AM on March 8, 2011

"I'm very disturbed and very upset," said Mary Jane Longo, who said the sidewalks would threaten the removal or altering of significant landscaping and a circular drive in front of her Kernan Avenue home. "I don't want these people in my front yard walking."

Everybody knows that part of "their" property includes an easement for something. Typically it's measurement is taken from the middle of the street - Mary Jane, if your circular drive and "significant" landscaping are placed in this area, so be it, it will be moved. That's the way it is. In regards to your comment about people in your front yard and walking, this is so typical of the "NIMBY" thought process. Not In My Back Yard - so typical today.

meandeanKK100908104250

12:38 PM on March 8, 2011

how dare they let commoners walk past MY PROPERTY !! I SHALL SUE THEM !!

Ald. Taylor

ponch37300

12:55 PM on March 8, 2011

Wow, it's a sad day when people whine about putting a nice sidewalk in thier neighborhood. I would be glad to have a trail/sidewalk going in front of my house. So this Mary Jane wants kids and adults to walk in the street where they can be hit by cars? Probably her car because she thinks she is to good and no one should be in her way when she drives. Sidewalks are a safety issue and I am proud to live in Appleton where most of the city has sidewalks that I don't have to worry about my kids playing out in the street.

Pointer26

2:28 PM on March 8, 2011

Jane says "I don't want these people in my front yard walking."

Jane does know that she doesn't own the property where the sidewalk would go, as that portion is owned by the City? So it technically isn't HER front yard.

BLKJAK

3:59 PM on March 8, 2011

Perhaps Mary Jane needs to indulge in her namesake and mellow out

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

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:05 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Wisneski, Langdon, Hendricks, Zelinski, Englebert, Benner, Roush, Taylor
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, FC Auxier, Lt. Brunn, CDD Keil, PRD Tungate, C/T Stoffel,
Mike Blank (Cypress Homes), Jeff Marlow (Lexington Homes), Clerk Galeazzi and the Press.
DEPT. HEADS EXCUSED: DPW Radtke, PHD Nett

D. PUBLIC HEARING

1. [Proposed Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefited Property \(Ribblesdale and Woodland Hills Subdivision\)](#)

Jim Longo, 1064 Kernan Ave. Submitted a petition signed by homeowners of Woodland Hills Subdivision petitioning to move the proposed trail/sidewalk to the previously agreed upon location along Hwy 10 & 114.

Craig Kubiak, 969 Kernan Ave. Opposed to installation of trail/sidewalks.

Dan Ferris, 2365 Woodland Hills Drive. Opposed to installation of sidewalks.

Lila Miller, 1017 Kernan. Opposed to installation of sidewalks.

Mike Hagens, Woodland Development LLC. Gave brief history of Woodland Hills Subdivision.

Mary Jane Longo, 1064 Kernan. Opposed to installation of sidewalks.

Richard Schultz, 2412 Woodland Hills Drive. Opposed to sidewalk/trail.

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

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

Ed Jelinski, 2780 County Road J, Town of Clayton. Thanked residents of Menasha for their support in his running for Winnebago County Branch 6 Judge.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

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

Minutes to receive:

- a. [Administration Committee, 2/21/11](#)
- b. [Board of Public Works, 2/21/11](#)
- c. [Board of Health, 1/12/11](#)
- d. [City Hall Safety Committee, 1/6/11](#)
- e. [Committee on Aging, 1/13/11](#)
- f. [Library Board, 2/17/11](#)
- g. [Ad-Hoc Executive Search Committee 2/16/11](#)
- h. [NM Sewerage Commission, 1/25/11](#)
- i. [Parks and Recreation Board, 2/14/11](#)
- j. [Public Works/Parks Dept. Safety Committee, 1/25/11](#)
- k. [Water & Light Commission, 2/23/11](#)

Communications:

- l. [Menasha Historical Society Newsletter](#)
- m. [E-mail from John and Pat Albright, 3/1/11; Street-Sidewalk Construction Woodland Hills](#)
- n. [E-mail from Kathryn Neuberger, 3/3/11; Sidewalk in Woodland Hills Subd.](#)

Ald. Wisneski: Minutes K (Water & Light Comm.) asked to listed in minutes who was absent/excused.

Minutes C (Board of Health) discussion of issue with chickens in the City.

Ald. Taylor: Minutes I (Park & Rec. Board) contract with Harbormaster.

CA/HRD Captain explained the Park & Rec. Board has the authority to approve the contract.

G. CONSENT AGENDA

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

Minutes to approve:

1. [Common Council, 2/21/11](#)

Moved by Ald. Hendricks, seconded by Ald. Wisneski to approve all items on Consent Agenda.

Motion carried on roll call 8-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

None

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 2/23/11 to 3/3/11 in the amount of \\$1,088,723.55](#)

Moved by Ald. Wisneski, seconded by Ald. Roush to approve accounts payable and payroll.

Discussion/Questions/Answers on expenditures

Motion carried on roll call 8-0.

2. [Development Agreements between City of Menasha and Cypress Homes and Realty, Inc.](#)

CA/HRD Captain reviewed the Development Agreement. She explained special outside counsel has reviewed the development agreements with Cypress Homes and The Ponds of Menasha. This item could be held until outside counsel is available to comment on the development agreements.

Mike Blank from Cypress Homes answered questions from the Council.

Moved by Ald. Wisneski, seconded by Ald. Roush to hold until outside counsel is available.

Item held.

3. [Underground Storage Tanks Insurance Proposal](#)

CA/HRD Captain explained the Administration Committee approved the proposal from Chartis for underground storage tanks insurance. However, Chartis withdrew their proposal. The two remaining proposals are from ACE or Liberty Surplus Insurance Company. It is important for the City to demonstrate financial ability in the case of leak.

Moved by Ald. Hendricks, seconded by Ald. Benner to approve the proposal from Liberty Surplus Inc. and to include the TRIA option for a total premium of \$3,770.21.

Motion carried on roll call 8-0.

4. [Change of Agent for The Bar at Lake Park LLC, d/b/a Sliders Bar & Grill, 890 Lake Park Road to Jeffrey M. Neely](#)

Moved by Ald. Wisneski, seconded by Ald. Hendricks to approve the Change of Agent.

Motion carried on roll call 8-0.

J. ORDINANCES AND RESOLUTIONS

1. [O-3-11 An Ordinance Relating to Restricted Parking \(7th & Appleton Road\) \(1st appearance\) \(Introduced by Ald. Taylor\) \(Recommendation of Board of Public Works\)](#)

No action

2. [O-4-11 An Ordinance Relating to Cross Connection Control \(1st appearance\) \(Introduced by Mayor Merkes\)](#)

Gary McClarin from Hydro Design Inc of Brookfield, WI explained the DNR requirements for cross connection control. Menasha Utilities will be working with Hydro Design on inspections of cross connections.

Moved by Ald. Wisneski, seconded by Ald. Langdon to suspend the rules and take up O4-11.

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

Moved by Ald. Wisneski, seconded by Ald. Langdon to adopt O-4-11.

Motion carried on roll call 8-0.

3. [R-8-11 A Resolution Regarding the Official Depositories of the City of Menasha \(Introduced by Ald. Wisneski\) \(Recommendation of Administration Committee\)](#)

Moved by Ald. Wisneski, seconded by Ald. Roush to adopt R-8-11.

Motion carried on roll call 8-0.

4. [R-9-11 Final Resolution Authorizing Public Improvements and Levying Special Assessments Against Benefited Property – Ribblesdale Subdivision and Woodland Hills Subdivision \(Introduced by Ald. Taylor\) \(Recommendation of Board of Public Works\)](#)

Moved by Ald. Taylor, seconded by Ald. Zelinski to adopt R-9-11

Moved by Ald. Benner, seconded by Ald. Langdon to hold to give residents more time to review the situation.

Item held.

5. [R-10-11 Final Resolution Authorizing Public Improvements and Levying Special Assessments Against Benefited Property – Silver Birch Estates Subdivision \(Introduced by Ald. Taylor\) \(Recommendation of Board of Public Works\)](#)

Moved by Ald. Taylor, seconded by Ald. Wisneski to adopt R-10-11.

Motion carried on roll call 8-0.

K. APPOINTMENTS

1. Mayor's appointment to the Landmarks Commission

- a. Andrew Jennings, 221 Broad Street, Menasha for the term March 7, 2011 to March 1, 2014.

- b. Joe Weidert, 841 Broad Street, Menasha for the term March 7, 2011 to March 1, 2014.

Moved by Ald. Hendricks, seconded by Ald. Wisneski to approve appointments of Andrew Jennings and Joe Weidert.

Motion carried on voice vote

L. HELD OVER BUSINESS

1. [Development Agreements between City of Menasha and The Ponds of Menasha, LLC](#) (held 2/21/11)

Moved by Ald. Wisneski, seconded by Ald. Hendricks to table until outside counsel is available.

Item tabled.

M. CLAIMS AGAINST THE CITY

1. [A motion is in order for the Common Council to issue a formal notice of disallowance for the claim for Debra Wenzel and that she be advised of her statutory rights pursuant to Wis. Statute § 893.80](#)

Moved by Ald. Hendricks, seconded by Ald. Wisneski to deny claim of Debra Wenzel.

Discussion: Debra Wenzel explained the claim to the Council. Ms. Wenzel answered questions from the Council.

CA/HRD Captain explained the timeline for filing claims. The claim was not filed on a timely basis.

Motion carried on roll call 7-1. Ald. Englebert – no.

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

Stan Sevenich, 645 9th Street. Comments on the Park & Rec. Board approving the Harbormaster Agreement.

O. ADJOURNMENT

Moved by Ald. Hendricks, seconded by Ald. Wisneski to adjourn at 7:59 p.m.

Motion carried on voice vote.

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

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

1 **SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**
2 ■ **PROPERTY DESCRIPTION:** Street address is: All current Platted Lots, Lake Park Villas Phase II
3 in Section _____ in the City of Menasha, County of Calumet,
4 Wisconsin. Insert additional description, if any, at lines 254-261 or attach as an addendum per lines 262-264.
5 ■ **LIST PRICE:** _____ Dollars (\$ Exhibit 1 Attached).
6 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, all Fixtures not excluded on lines 10-11,
7 and the following items: _____
8 _____
9 ■ **NOT INCLUDED IN LIST PRICE: CAUTION:** Identify Fixtures to be excluded by Seller or which are rented and will
10 continue to be owned by the lessor. (See lines 212-217): _____
11 _____
12 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
13 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
14 agreements or conservation easements, (county, state or federal): _____
15 _____
16 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE**
17 **ONE** has been assessed as agricultural property under use value law.
18 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
19 _____
20 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is
21 subject to the following special zoning, land use, development restrictions or other conditions affecting the Property:
22 Planned Unit Development
23 ■ **MARKETING:** Seller authorizes and Broker agrees to use reasonable efforts to procure a buyer for the Property.
24 Seller agrees that Broker may market Seller's personal property identified on lines 7-8 during the term of this Listing.
25 Broker's marketing may include: Signs on Individual Lots & subdivision signs provided by City,
26 information signs/boxes, website www.livelakepark.com, and MLS.
27 Broker may advertise the following special financing and incentives offered by Seller: As agreed upon by both
28 parties. Seller has a duty to cooperate with Broker's marketing
29 efforts. See lines 84-90 regarding Broker's role as marketing agent and Seller's duty to notify Broker of any potential
30 buyer known to Seller. Seller agrees that Broker may market other properties during the term of this Listing.
31 ■ **OCCUPANCY:** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
32 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for
33 personal property belonging to current tenants, sold to buyer or left with buyer's consent.
34 ■ **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION:** The parties agree that Broker will work
35 and cooperate with other brokers in marketing the Property, including brokers from other firms acting as subagents
36 (agents from other companies engaged by Broker - See lines 148-151) and brokers representing buyers. Cooperation
37 includes providing access to the Property for showing purposes and presenting offers and other proposals from these
38 brokers to Seller. Note any brokers with whom Broker shall not cooperate, any brokers or buyers who shall not be
39 allowed to attend showings, and the specific terms of offers which should not be submitted to Seller: _____
40 _____
41 **CAUTION:** Limiting Broker's cooperation with other brokers may reduce the marketability of the Property.
42 ■ **EXCLUSIONS:** All persons who may acquire an interest in the Property as a Protected Buyer under a prior listing
43 contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing.
44 Within seven days of the date of this Listing, Seller agrees to deliver to Broker a written list of all such prospective buyers.
45 The following other buyers are excluded from this Listing until _____ **INSERT DATE** :
46 _____
47 These other buyers are no longer excluded from this Listing after the specified date unless, on or before the specified date,
48 Seller has either accepted an offer from the buyer or sold the Property to the buyer.
49 ■ **COMPENSATION TO OTHERS:** Broker offers the following commission to cooperating brokers: 50% of Listing
50 Broker's Commission. (Exceptions if any): _____
51 ■ **COMMISSION:** Broker's commission shall be _____ **8%**
52 Seller shall pay Broker's commission, which shall be earned, if, during the term of this Listing:
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

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

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

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

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

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

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

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

96 ■ **BROKER DISCLOSURE TO CLIENTS:**

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

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

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

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

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

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

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

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

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

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

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

139 _____ I consent to designated agency.

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

141 _____ I reject multiple representation relationships.

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

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

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

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

162 1) Material adverse facts, as defined in section 452.01 (5g) of the Wisconsin statutes (lines 218-221).

163 2) Any facts known by the Broker that contradict any information included in a written inspection report on the property
164 or real estate that is the subject of the transaction.

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

168 **CONFIDENTIAL INFORMATION:** _____
169 _____
170 _____

171 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by Broker): _____
172 _____
173 _____

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

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

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

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

196 ■ **DEFINITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

249 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows: (e.g. at the
250 lot line, on the property, across the street, unknown, etc.): electricity at lot line ; gas at lot line ;
251 municipal sewer at lot line ; municipal water at lot line ; telephone at lot line ;
252 other ----- ; **STRIKE AND COMPLETE AS APPLICABLE**

253 ■ **ZONING:** Seller represents that the property is zoned: PUD/Single Family Residential

254 ■ **ADDITIONAL PROVISIONS:** Seller, at Seller's cost, shall update/improve the entry to the
255 Lake Park Villas and add signage. Signage shall be completed by May 1, 2011. Landscaping
256 to be completed May 1, 2011.

262 ■ **ADDENDA:** The attached addenda Exhibit 1 (Lake Park Villas Phase II Lot Price List)

263 _____ is/are made part of this Listing.

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

268 ■ **TERM OF THE CONTRACT:** From the 7th ~~Dec~~ day of March ~~February~~, 2011
269 up to and including midnight of the 5th ~~15th~~ day of December ~~November~~, 2011

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

273 (x) _____ City of Menasha 02/16/2011
274 Seller's Signature ▲ Print Name Here: ▲ Date ▲
140 Main Street
275 Menasha, WI 54952-3190 (920) 967-3651
276 Seller's Address ▲ Seller's Phone # ▲

277 (920) 967-5272 gkeil@ci.menasha.wi.us
278 Seller's Fax # ▲ Seller's E-Mail Address ▲

279 (x) _____ Print Name Here: ▲ Date ▲
280 Seller's Signature ▲
281 _____
282 Seller's Address ▲ Seller's Phone # ▲

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

285 (x) _____ Kim Pischke/Kris Oates Core Commercial, Inc. 02/16/2011
286 Agent for Broker ▲ Print Name Here: ▲ Broker/Firm Name ▲ Date ▲
4450 W Greenville Drive
287 Appleton, WI 54913 (920) 205-9505
288 Broker/Firm Address ▲ Broker/Firm Phone # ▲

289 (920) 734-0929 kimp@corewis.com
290 Broker/Firm Fax # ▲ Broker/Firm E-Mail Address ▲

EXHIBIT 1

- Lot 18 \$44,900
 - Lot 19 \$44,900
 - Lot 20 \$44,900
 - Lot 21 \$44,900
 - Lot 22 \$44,900
 - Lot 23 \$44,900
 - Lot 24 \$44,900
 - Lot 25 \$44,900
 - Lot 26 \$44,900
 - Lot 39 \$35,900
 - Lot 40 \$39,900
 - Lot 41 \$44,900
 - Lot 42 \$44,900
 - Lot 45 \$44,900
 - Lot 48 \$39,900
 - Lot 49 \$39,900
 - Lot 50 \$39,900
 - Lot 52 \$44,900
 - Lot 53 \$35,900
 - Lot 54 \$35,900
 - Lot 55 \$35,900
 - Lot 56 \$35,900
 - Lot 61 \$39,900
 - Lot 62 \$39,900
 - Lot 64 \$35,900
 - Lot 66 \$39,900
 - Lot 67 \$39,900
 - Lot 68 \$39,900
 - Lot 69 \$39,900
 - Lot 70 \$35,900
 - Lot 71 \$35,900
 - Lot 72 \$35,900
 - Lot 73 \$35,900
 - Lot 74 \$35,900
 - Lot 75 \$35,900
 - Lot 76 \$35,900
 - Lot 79 \$39,900
 - Lot 80 \$39,900
 - Lot 81 \$39,900
 - Lot 82 \$39,900
 - Lot 88 \$39,900
 - Lot 89 \$44,900
 - Lot 90 \$44,900
 - Lot 91 \$39,900
 - Lot 93 \$44,900
 - Lot 94 \$35,900
 - Lot 95 \$44,900
 - Lot 99 \$39,900
 - Lot107 \$39,900
 - Lot108 \$39,900
 - Lot109 \$39,900
 - Lot110 \$39,900
 - Lot111 \$39,900
 - Lot112 \$39,900
 - Lot118 \$39,900
 - Lot120 \$39,900
 - Lot121 \$39,900
 - Lot122 \$39,900
 - Lot123 \$35,900
 - Lot 124 \$44,900
 - Lot125 \$44,900
 - Lot126 \$35,900
 - Lot130 \$35,900
 - Lot131 \$35,900
-



Building Excellence

CHANGE ORDER REQUEST

JOB #:101520
MOD #: 0021 -00
DATED: 2/28/11

TO: Mr Steve Borsecnik
Gries Architectural Group
500 N Commercial St
Neenah WI 54956

FAX: 920-722-6605
PHONE: 920-722-2445

RE: Neenah Menasha Fire
Rescue Station 36
1108 Province Terrace
Menasha WI 54952

DESCRIPTION OF MODIFICATION:

Add (6) turnout gear lockers. Separate shipment. First order is shipped.

REQUESTED BY: Owner DATE: _____

SUBCONTRACTOR

AMOUNT

Miron Construction Co., Inc		
Installation:	\$600.00	
GearGrid Lockers:	\$1,692.00	
Subtotal		\$2,292.00
Subtotal		\$2,292.00

TOTAL AMOUNT OF THIS MODIFICATION: \$2,292.00

CHANGE ORDER AMOUNT REQUESTED: \$2,292.00

Contractor is (not) to proceed with the work as noted above. The contract with the Owner is adjusted as follows:

Approved Cost _____ Schedule Impact _____

Miron Representative Paul A. Riederer Date 2/28/11
Paul A. Riederer

Owner Representative _____ Date _____

THIS PRICE IS VALID FOR 15 DAYS FROM THE DATE SHOWN



Building Excellence

CHANGE ORDER REQUEST
Mr Steve Borsechnik
Page# 2

JOB #:101520
MOD #: 0021 -00
DATED: 2/28/11

Copy: File/jak
Jobsite
Dan Schultz
Al Auxier

MIRON CONSTRUCTION CO., INC.
Building Excellence

Corporate Office
P.O. Box 509 Neenah, WI 54957-0509
1471 McMahon Drive Neenah, WI 54956

Phone: 920/969-7000
Fax: 920/969-7399

www.miron-construction.com COMMON COUNCIL 3/21/11 PAGE 49



Memorandum

DATE: March 3, 2011

TO: Board of Public Works

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

RE: Recommendation to Award – ACC Planned Service; Contract Unit No. 2011-01; Public Protection Facility HVAC Equipment; \$115,487.00

Five bids for this project were received and opened on Tuesday, March 1, 2011 at City Hall (see attached bid tabulation). This project involves the replacement of two roof top condensing units and two gas fired hot water boilers at the Public Protection Facility on First Street. The City has received an Energy Efficiency Community Block Grant for this work in the amount of \$116,800.

The low bid of \$115,487.00 represents a very competitive bid result for this work and places the City in a favorable position to economically complete this project. It is my recommendation the City award Contract Unit No. 2011-01 to ACC Planned Service in the amount of \$115,487.00.

Attachment (bid tab)

Itemized Bid Tab

City of Menasha Contract Unit No. 2011-01

Public Protection Facility HVAC Equipment Replacement

Item	Qty.	Description	ACC Planned Service	B&P Mechanical	August Winter & Sons	EGI Mechanical	TV John & Sons
			Base Bid	Base Bid	Base Bid	Base Bid	Base Bid
1	Lump Sum	Public Protection Facility HVAC Equipment Upgrade to include replacement of two roof top condensing units and two gas fired hot water boilers and the necessary work to complete their replacement	\$115,487.00	\$138,900.00	\$141,600.00	\$146,286.00	\$187,700.00

KNOW ALL PEOPLE BY THESE PRESENTS that in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to the Grantor, hereinafter appearing as signator to this document, Menasha Utilities, Herein after referred to as Grantee, the receipt of which is hereby acknowledged, said grantor (signator hereto) does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, the right to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with distribution of electricity, electric energy and communications for such purposes as the same is now or may hereafter be used and for sounds and signals, all in, over, under, across, along and upon the property shown within those areas designated as "Utility Easement Areas" together with the rights to install service connections upon, across, within and beneath the surface of each lot to serve improvements thereon, or on an adjacent lots, also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or caused to have restored, the property, as nearly as is reasonably possible, to the conditions existing prior to such entry by the Grantees or their agents. Buildings shall not be placed over grantee's facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantees. The Grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Recording Area

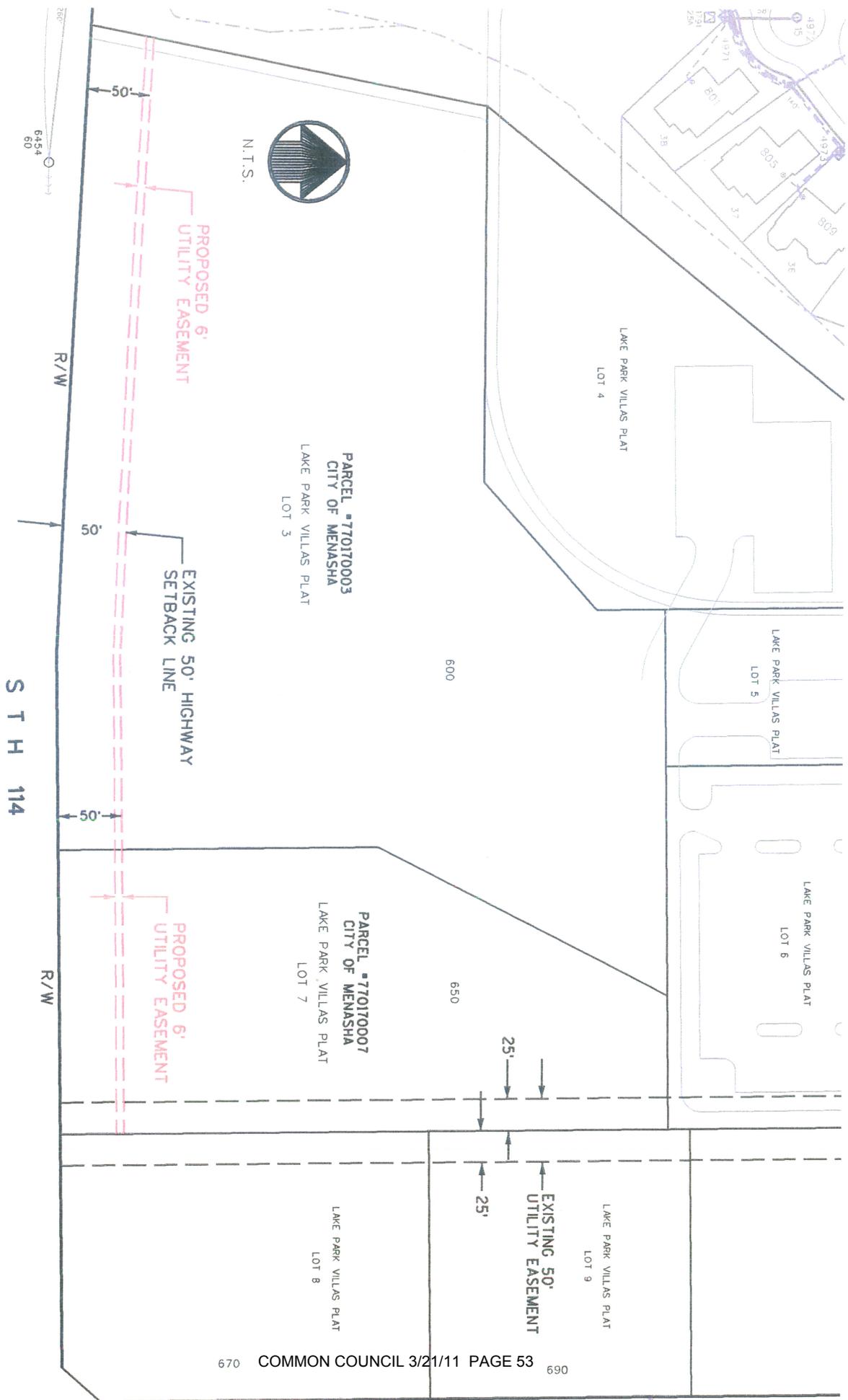
MENASHA UTILITIES
P.O. Box 340
Menasha, WI 54952-0340
Attn: Dan Hutter

This grant likewise includes the right of ingress and egress on the lands of the undersigned for the purpose of exercising the rights herein.

Through the lands of the Grantor situated in the City of Menasha, Calumet County, State of Wisconsin, said lands being as follows:

That part of the Northerly 6.00 feet of the Southerly 50.00 feet of Calumet County tax parcels No. 770170003 & 770170007, described as all of Lot 3 and Lot 7, Lake Park Villas Plat, located in the SE¼ - NE 1/4, Section 17, T20N, R18E, City of Menasha, Calumet County, Wisconsin.

The consideration herein above recited shall constitute payment in full for any damages present or future to the lands of the Grantor, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein (utilities). The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to adjacent lands of the Grantor, his successors and assigns.



CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 3/4/11-3/17/11 Checks # 28857-28983	\$ 1,249,318.69
Payroll Checks for 3/10/11-3/17/11	<u>162,583.96</u>
Total	\$ 1,411,902.65

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: 3/4/2011

Date: 3/4/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
DEPARTMENT OF COMMERCE	28857	3/4/2011	COMMERCE	100-0801-521.24-03	240.00	EECBG PROJ FOR PPF BOILER UPGRADE
				100-0501-522.24-03	160.00	EECBG PROJ FOR PPF BOILER UPGRADE
			Total for check: 28857		<u>400.00</u>	
					<u>400.00</u>	

AP Check Register

Check Date: 3/10/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ACCURATE	28858	3/10/2011	1102176	731-1022-541.38-03	54.04	SPRING PIN
		3/10/2011	1102226	731-1022-541.30-18	161.73	DRILL BITS/BRAKLEEN TERMINAL CONNECTORS
				731-1022-541.38-03	23.94	WIPER BLADES
			Total for check: 28858		239.71	
THE ACTIVE NETWORK INC	28859	3/10/2011	4100005139	743-0403-513.24-04	2,622.50	SAFARI MAINTENACE & SUPPORT RENEWAL
			Total for check: 28859		2,622.50	
ALL-SPORT TROPHY	28860	3/10/2011	43873	100-0702-552.30-18	32.00	PROGRAM SUPPLIES
			Total for check: 28860		32.00	
AMBIR DORN	28861	3/10/2011	DORN	100-0000-441.23-00	105.00	PARK RESERVATION REFUND
			Total for check: 28861		105.00	
BADGER LAB & ENGINEERING INC	28862	3/10/2011	INV000044093	601-1020-543.21-02	665.00	WASTEWATER SAMPLING WHITING PAPER
			Total for check: 28862		665.00	
BARNES & THORNBURG LLP	28863	3/10/2011	1379952	267-0102-581.21-01	806.00	PROFESSIONAL SERVICES STEAM UTILITY
			Total for check: 28863		806.00	
BOARD OF COMMISSIONERS	28864	3/10/2011	10857	310-0409-571.61-01	143,770.82	TRUST FUND LOAN REPAYMENT
				310-0410-571.61-02	861,229.18	TRUST FUND LOAN REPAYMENT
			Total for check: 28864		1,005,000.00	
BUBRICK'S	28865	3/10/2011	426424	100-0801-521.30-10	127.78	PAPER/OFFICE SUPPLIES
			Total for check: 28865		127.78	
BUILDERS SERVICE CENTER	28866	3/10/2011	B008645-IN	100-0920-531.24-03	78.00	4' PANIC DOOR KIT

AP Check Register

Check Date: 3/10/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
BUILDERS SERVICE CENTER...	28866...	3/10/2011	B008651-IN	100-1001-514.24-03	112.00	FRONT ALUMINUM DOOR LOCK
			Total for check: 28866		190.00	
CALUMET COUNTY CLERK OF COURTS	28867	3/10/2011	BOND	100-0000-201.03-00	400.00	BOND
			Total for check: 28867		400.00	
CDW GOVERNMENT INC	28868	3/10/2011	WLS2130	100-0801-521.30-12	62.21	4GB KIT
				743-0403-513.30-15		8.20 USB KEYBOARD ADAPTER
		3/10/2011	WLZ9267	743-0403-513.30-15	152.34	MONITOR
			Total for check: 28868		222.75	
CLEAR WATER CAR WASH	28869	3/10/2011	3300	100-0801-521.29-05	22.48	VEHICLE WASH FEB 2011
			Total for check: 28869		22.48	
COMMUNITY HOUSING COORDINATOR	28870	3/10/2011	143	100-0304-562.21-06	1,800.00	COMPREHENSIVE HOUSING FEB 2011
			Total for check: 28870		1,800.00	
ENDRIES INTERNATIONAL INC	28871	3/10/2011	8523238-00	100-0703-553.30-18	33.00	HEX HEAD CAP SCREWS
			Total for check: 28871		33.00	
EVANS TITLE COMPANIES	28872	3/10/2011	925-650146107	100-0304-562.21-06	45.00	756 MANITOWOC ST
			Total for check: 28872		45.00	
FACTORY MOTOR PARTS CO	28873	3/10/2011	18-992310	731-1022-541.38-03	118.11	REMAN STARTER
			Total for check: 28873		118.11	
FERRELLGAS	28874	3/10/2011	1037863659	266-1027-543.30-18	100.28	LIQUEFIED PETROLEUM GAS
			Total for check: 28874		100.28	

AP Check Register

Check Date: 3/10/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
FORCE AMERICA DISTRIBUTING LLC	28875	3/10/2011	02103717	731-1022-541.38-03	398.08	COMMANDALL
			Total for check: 28875		398.08	
FOX STAMP SIGN & SPECIALTY	28876	3/10/2011	194713	100-0703-553.30-18	384.00	THINK SPRING SIGN
			Total for check: 28876		384.00	
GANNETT WISCONSIN MEDIA	28877	3/10/2011	0005380914	100-0405-513.29-02	966.23	LEGAL PUBLICATIONS
			Total for check: 28877		966.23	
GRAINGER INC	28878	3/10/2011	9459387230	100-0703-553.24-03	73.93	MOTOR
			Total for check: 28878		73.93	
GRAY'S INC	28879	3/10/2011	28675	100-1006-541.30-15	3,400.00	BLADES
			Total for check: 28879		3,400.00	
GUNDERSON CLEANERS	28880	3/10/2011	995268	100-0801-521.19-04	26.48	UNIFORM CLEANING
			Total for check: 28880		26.48	
GUNDERSON UNIFORM & LINEN RENTAL	28881	3/10/2011	1397231	100-0801-521.30-13	29.47	TOWEL/MAT SERVICE
			Total for check: 28881		29.47	
HEARTLAND LABEL PRINTERS INC	28882	3/10/2011	142759-H	743-0403-513.21-04	12.95	DNS HOSTING
			Total for check: 28882		12.95	
HOME DEPOT CREDIT SERVICES	28883	3/10/2011	1030523	100-0703-553.30-18	15.94	250W HGN LTS
		3/10/2011	4030234	100-0703-553.24-03	7.87	PARTS SUPPLIES
		3/10/2011	4031252	100-0703-553.24-03	9.57	SUPPLIES
		3/10/2011	4031268	100-1001-514.24-05	105.20	SHELVING SUPPLIES
		3/10/2011	6031052	100-1001-514.24-05	147.54	SHELVING

AP Check Register

Check Date: 3/10/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
HOME DEPOT CREDIT SERVICES...	28883...	3/10/2011	6032153	100-0703-553.24-03	21.60	STRD THHN
		3/10/2011	7032057	100-0601-551.24-03	41.39	ENDCAP/CUTTER
		3/10/2011	7573243	100-0801-521.24-03	154.68	CEILING TILE
				100-1001-514.30-15	9.97	CHALK REEL
		3/10/2011	9020333	100-0703-553.24-03	21.55	HOLES AW/BOXES
		3/10/2011	9039752	100-0703-553.24-03	38.50	PARTS SUPPLIES
		3/10/2011	9142729	100-0703-553.24-03	(3.84)	EXT RING RETURN
			Total for check: 28883		569.97	
HORN PRECAST	28884	3/10/2011	1965	601-1020-543.30-18	70.00	ADJ RING
				Total for check: 28884	70.00	
INDEPENDENT INSPECTIONS LTD	28885	3/10/2011	304690	100-0301-523.21-06	1,807.74	PERMITS FOR FEB 2011
				Total for check: 28885	1,807.74	
JOHN RUCK	28886	3/10/2011	RUCK	100-0000-441.13-00	22.50	REFUND CART DOWNGRADE
				Total for check: 28886	22.50	
JX ENTERPRISES INC	28887	3/10/2011	D-210350015	731-1022-541.29-04	2,089.21	REPAIR OIL LEAK
		3/10/2011	G-210420004	731-1022-541.38-03	369.99	HORTON KIT
		3/10/2011	G-210420007	731-1022-541.38-03	61.27	SPRING-THROTTLE
		3/10/2011	G-210470015	731-1022-541.38-03	34.22	WORK LAMP
				Total for check: 28887	2,554.69	
KAEMPFER & ASSOCIATES INC	28888	3/10/2011	15977	601-1020-543.21-02	1,157.55	IND DISC REG PROG
		3/10/2011	15978	601-1020-543.21-02	1,722.28	PHASE 4 SSES
		3/10/2011	15979	601-1020-543.21-02	299.87	PHASE 4 SSES
		3/10/2011	15980	601-1020-543.21-02	7,561.54	PHASE 4 SSES
		3/10/2011	15981	601-1020-543.21-02	2,802.13	PHASE 4 SSES
				Total for check: 28888	13,543.37	

AP Check Register

Check Date: 3/10/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
KIRSTIN LARSON	28889	3/10/2011	LARSON	100-0000-441.23-00	125.00	PARK RESERVATION REFUND
			Total for check: 28889		125.00	
KJ WASTE SYSTEMS INC	28890	3/10/2011	MAR2011	266-1027-543.21-06	679.00	RECYLING SERVICE
			Total for check: 28890		679.00	
KUNDINGER FLUID POWER INC	28891	3/10/2011	50126997	731-1022-541.38-03	42.42	ELEMENT/GUAGE
		3/10/2011	50127290	731-1022-541.38-03	34.17	HOSE ASSY
			Total for check: 28891		76.59	
LAKE PARK VILLAS HOMEOWNERS ASSN	28892	3/10/2011	022811	100-0703-553.22-03	14.37	LAKE PARK VILLAS PROJECT
				100-1012-541.22-03	33.85	LAKE PARK VILLAS PROJECT
				625-1010-541.22-03	28.48	LAKE PARK VILLAS PROJECT
			Total for check: 28892		76.70	
LEADSONLINE LLC	28893	3/10/2011	218136	100-0801-521.32-01	2,148.00	TRACK SERVICE PACKAGE
			Total for check: 28893		2,148.00	
LEVENHAGEN CORPORATION	28894	3/10/2011	041699A-IN	100-0000-131.00-00	22,196.25	DIESEL FUEL/GASOLINE
			Total for check: 28894		22,196.25	
MANAWA TELEPHONE CO	28895	3/10/2011	MARCH2011	743-0403-513.22-01	39.95	INTERNET SERVICE
			Total for check: 28895		39.95	
MATTHEWS TIRE & SERVICE CENTER	28896	3/10/2011	37360	731-1022-541.38-02	37.99	FLAT REPAIR
		3/10/2011	37367	731-1022-541.38-02	1,096.48	TIRES
			Total for check: 28896		1,134.47	

AP Check Register

Check Date: 3/10/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
MC CLONE INSURANCE GROUP	28897	3/10/2011	89554	100-0801-521.32-01	20.00	NOTARY BOND C SAHR
			Total for check: 28897		20.00	
MEDICAL PRODUCTS LABORATORIES INC	28898	3/10/2011	530028	100-0909-531.30-18	449.11	DENTAL SUPPLIES
			Total for check: 28898		449.11	
MENARDS-APPLETON EAST	28899	3/10/2011	84851	100-0703-553.30-18	14.96	BUNGEE/TIEDOWN
			Total for check: 28899		14.96	
MENASHA EMPLOYEES CREDIT UNION	28900	3/10/2011	20110310	100-0000-202.05-00	18,775.00	PAYROLL SUMMARY
			Total for check: 28900		18,775.00	
MENASHA EMPLOYEES CREDIT UNION	28901	3/10/2011	20110310	100-0000-202.10-00	179.17	PAYROLL SUMMARY
			Total for check: 28901		179.17	
MENASHA UTILITIES	28902	3/10/2011	BILLING#2	100-1008-541.22-03	202.51	ELEC OR WATER OR STORM
				100-0703-553.22-03	484.86	ELEC OR WATER OR STORM
				100-0703-553.22-05	126.60	ELEC OR WATER OR STORM
				100-0703-553.22-06	91.25	ELEC OR WATER OR STORM
				100-0000-123.00-00	7.66	ELEC OR WATER OR STORM
				100-0305-562.22-06	2.50	ELEC OR WATER OR STORM
				100-0903-531.22-03	131.24	ELEC OR WATER OR STORM
				100-0903-531.22-05	48.19	ELEC OR WATER OR STORM
				601-1020-543.22-03	55.05	ELEC OR WATER OR STORM
				100-0703-553.22-03	10.46	ELEC OR WATER OR STORM
		3/10/2011	STLIGHT	100-1012-541.22-03	17,060.22	PUBLIC STREET LIGHTING
			Total for check: 28902		18,220.54	

AP Check Register

Check Date: 3/10/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
MODERN BUSINESS MACHINES	28903	3/10/2011	26242148	100-1001-514.24-04	52.88	CONTRACT MAINTENANCE
			Total for check: 28903		52.88	
MONOPRICE INC	28904	3/10/2011	4197619	100-0801-521.30-10	37.58	FAX DRUM KIT
		3/10/2011	4224980	100-1001-514.30-10	80.87	COLOR TONER
				731-1022-541.30-10	44.53	COLOR TONER
			Total for check: 28904		162.98	
MORTON SAFETY	28905	3/10/2011	553588	731-1022-541.30-18	16.20	EYEWEAR
			Total for check: 28905		16.20	
NEENAH-MENASHA MUNICIPAL COURT	28906	3/10/2011	BOND	100-0000-201.03-00	328.00	BOND
				100-0000-201.03-00	139.00	BOND
				100-0000-201.03-00	139.00	BOND
				100-0000-201.03-00	113.80	BOND
			Total for check: 28906		719.80	
NEENAH-MENASHA SEWERAGE COMMISSION	28907	3/10/2011	2011-026	601-1020-543.21-01	1,749.00	FOX RIVER CLEANUP LEGAL REIMBURSEMENT
			Total for check: 28907		1,749.00	
NEENAH-MENASHA YMCA	28908	3/10/2011	SENIOR	100-0920-531.21-06	22,185.00	1ST QTR GRANT
			Total for check: 28908		22,185.00	
OFFICE DEPOT	28909	3/10/2011	1440148	100-0903-531.30-10	13.34	OFFICE SUPPLIES
			Total for check: 28909		13.34	
PACKER CITY INTERNATIONAL	28910	3/10/2011	3-210450031	731-1022-541.38-03	303.25	AIR FILTERS/LUBEFILTERS
		3/10/2011	3-210450039	731-1022-541.38-03	(65.00)	KIT CREDIT
		3/10/2011	3-210460040	731-1022-541.38-03	41.70	SEAL ASM
		3/10/2011	3-210460041	731-1022-541.38-03	104.33	HOSE/RESRVOIR

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PACKER CITY INTERNATIONAL...	28910...	3/10/2011	3-210470006	731-1022-541.38-03	215.36	BULKSPBR
			Total for check: 28910		599.64	
HENRY SCHEIN INC	28911	3/10/2011	5093001-01	100-0916-531.30-18	52.48	SUPPLIES
		3/10/2011	8519193-01	100-0916-531.30-18	16.49	FREIGHT CHARGES
			Total for check: 28911		68.97	
J A SEXAUER	28912	3/10/2011	239479025	100-0920-531.24-03	134.40	SC EMERGENCY LIGHTS
			Total for check: 28912		134.40	
UNIFIRST CORPORATION	28913	3/10/2011	097 0081923	731-1022-541.20-01	109.13	MAT/MOP/CLOTHING SERVICE
			Total for check: 28913		109.13	
UNITED WAY FOX CITIES	28914	3/10/2011	20110310	100-0000-202.09-00	127.78	PAYROLL SUMMARY
			Total for check: 28914		127.78	
US CELLULAR	28915	3/10/2011	200267787-084	100-0101-511.22-01	45.53	MERKES
				100-0201-512.22-01	36.39	CAPTAIN
				100-0401-513.22-01	14.43	STOFFEL
				100-1019-552.22-01	9.85	BRIDGES
				100-0403-513.22-01	104.51	JAMES/LACEY
				601-1020-543.22-01	4.90	CONFINED SPACE
				100-1001-514.22-01	66.13	ALIX
				100-0601-551.22-01	6.63	POWELL
				100-0801-521.22-01	350.48	STANKE/POLICE
				100-0919-531.22-01	40.29	NETT
				100-0904-531.22-01	51.87	DREW
				100-1002-541.22-01	136.30	RADTKE
				100-0702-552.22-01	26.49	TUNGATE
				100-0703-553.22-01	159.61	MAAS/PARK
				100-0304-562.22-01	13.03	KEIL

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US CELLULAR...	28915...	3/10/2011...	200267787-084...	731-1022-541.22-01	109.04	JACOBSON/NIELAND
				100-1008-541.22-01	7.21	CARD
				601-1020-543.22-01	20.58	SEWER TRUCK
				Total for check: 28915		1,203.27
VALLEY DIESEL INJECTION INC	28916	3/10/2011	364091	731-1022-541.29-04	1,312.50	REBUILT INJ PUMP
				Total for check: 28916		1,312.50
VARITECH INDUSTRIES INC	28917	3/10/2011	120824	731-1022-541.38-03	67.38	THR NYLON
				Total for check: 28917		67.38
VERIZON WIRELESS	28918	3/10/2011	2535599461	743-0403-513.30-15	466.98	CELLULAR SERVICE FOR SQUADS
				Total for check: 28918		466.98
WC INDUSTRIAL SUPPLY COMPANY	28919	3/10/2011	0012422-IN	731-1022-541.38-03	12.65	BELT
				Total for check: 28919		12.65
WCPPA	28920	3/10/2011	2011-03	100-0801-521.34-02	35.00	RETAIL FRAUD TRAINING
				Total for check: 28920		35.00
WE ENERGIES	28921	3/10/2011	021811	100-1012-541.22-03	2,217.83	STREET LIGHTS
		3/10/2011	CONSERV	100-0703-553.22-03	37.50	CONSERVANCY
		Total for check: 28921		2,255.33		
WIL-KIL PEST CONTROL	28922	3/10/2011	1796861	731-1022-541.20-07	64.00	COMMERCIAL CONTRACT
				Total for check: 28922		64.00
WINNEBAGO COUNTY CLERK OF COURTS	28923	3/10/2011	BOND	100-0000-201.03-00	150.00	BOND
				100-0000-201.03-00	150.00	BOND

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WINNEBAGO COUNTY CLERK OF COURTS...	28923...	3/10/2011...	BOND...	100-0000-201.03-00	185.00	BOND
			Total for check: 28923		485.00	
WINNEBAGO COUNTY TREASURER	28924	3/10/2011	LF116975	266-1027-543.25-01	880.80	SINGLE STREAM RECYCLING
		3/10/2011	LF116976	266-1027-543.25-01	(568.65)	SINGLE STREAM RECYCLING
		3/10/2011	LF116988	100-1016-543.25-01	8,516.65	LANDFILL FACILITY
				100-1017-543.25-01	2,945.64	LANDFILL FACILITY
			Total for check: 28924		11,774.44	
WINNEBAGO COUNTY TREASURER	28925	3/10/2011	ATS	310-0409-571.61-01	5,705.70	ATS PAYMENT
				310-0410-571.61-02	3,428.99	ATS PAYMENT
			Total for check: 28925		9,134.69	
WISCOLIFT INC	28926	3/10/2011	122502	731-1022-541.21-06	280.00	INSPECTION CRANE/HOIST
			Total for check: 28926		280.00	
WISCONSIN COUNCIL 40 PER CAPITA TAX	28927	3/10/2011	20110310	100-0000-202.06-00	260.00	PAYROLL SUMMARY
			Total for check: 28927		260.00	
WISCONSIN COUNCIL 40 PER CAPITA TAX	28928	3/10/2011	20110310	100-0000-202.07-00	298.95	PAYROLL SUMMARY
			Total for check: 28928		298.95	
WISCONSIN SUPPORT COLLECTIONS	28929	3/10/2011	20110310	100-0000-202.03-00	1,297.32	PAYROLL SUMMARY
			Total for check: 28929		1,297.32	

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POSTMASTER	28930	3/10/2011	PERMIT39	100-0702-552.30-11	1,550.07	2011 ACTIVITY GUIDE
			Total for check: 28930		<u>1,550.07</u>	
					<u>1,156,960.46</u>	

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ACCURATE	28931	3/17/2011	1100440	731-1022-541.30-15	2,296.71	HD TRK OIL FILTER CRUSH
		3/17/2011	1101065	731-1022-541.30-15	134.00	FILTER/RE/LUB KIT FOR OIL FILTER CRUSHER
		3/17/2011	1102599	731-1022-541.30-18	139.59	LOCK NUTS/CABLE TIES/CLIP
		3/17/2011	1102601	731-1022-541.30-18	114.90	CABLE TIES/WASHERS/ COUPLING/BUSHING
		3/17/2011	1102635	731-1022-541.30-18	40.53	SHOP SUPPLIES
		3/17/2011	1102699	731-1022-541.30-18	40.36	SHOP SUPPLIES
		3/17/2011	1102763	731-1022-541.30-18	44.00	BLACK NYLON TIES
			Total for check: 28931		2,810.09	
BADGER HIGHWAYS CO INC	28932	3/17/2011	152743	100-1003-541.30-18	85.40	COLD MIX
			Total for check: 28932		85.40	
BADGER LAB & ENGINEERING INC	28933	3/17/2011	INV000044120	601-1020-543.21-02	301.00	WASTEWATER SAMPLING MENASHA UTILITIES
		3/17/2011	INV000044128	601-1020-543.21-02	590.00	WASTEWATER SAMPLING GUNDERSON CLEANERS
		3/17/2011	INV000044129	601-1020-543.21-02	590.00	WASTEWATER SAMPLING GRAPHICS PACKAGING
		3/17/2011	INV000044130	601-1020-543.21-02	766.00	WASTEWATER SAMPLING EXOPACK
			Total for check: 28933		2,247.00	
BAYCOM INC	28934	3/17/2011	131429	100-0801-521.29-05	826.10	INSTALL LIGHTS/FLASHERS UNMARKED SQUAD
		3/17/2011	57095	100-0801-521.80-05	9,304.00	CAMERA/TRANSMITTER RELAY PRODUCTS
			Total for check: 28934		10,130.10	
BECK ELECTRIC INC	28935	3/17/2011	H07	100-1008-541.24-04	552.50	TRAFFIC LIGHT KNOCKDOWN REPAIR
				100-1008-541.30-18	39.52	TRAFFIC LIGHT KNOCKDOWN REPAIR
			Total for check: 28935		592.02	
BRUCE MUNICIPAL EQUIPMENT INC	28936	3/17/2011	5110740	731-1022-541.38-03	495.96	SPRING BASE/HARD SKIRT SOFT SKIRT
			Total for check: 28936		495.96	

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CASPERS TRUCK EQUIPMENT INC	28937	3/17/2011	48958	731-1022-541.38-03	1,224.36	CIRCUIT BOARD
			Total for check: 28937		1,224.36	
CDW GOVERNMENT INC	28938	3/17/2011	WMJ3779	743-0403-513.30-15	152.34	BACKUP MONITOR
			Total for check: 28938		152.34	
CULLIGAN WATERCARE SERVICES	28939	3/17/2011	022811	731-1022-541.30-13	5.95	COOLER RENTAL
				100-1001-514.20-01	17.85	COOLER RENTAL
			Total for check: 28939		23.80	
DEPARTMENT OF WORKFORCE DEVELOPMENT	28940	3/17/2011	2281060	100-1019-552.15-09	3,740.00	UNEMPLOYMENT COMP BRIDGES
				100-0706-561.15-09	404.10	UNEMPLOYMENT COMP PARK/FORESTRY
			Total for check: 28940		4,144.10	
DEWITT ROSS & STEVENS SC	28941	3/17/2011	909074	267-0102-581.21-01	4,041.90	PROFESSIONAL SERVICES STEAM UTILITY
			Total for check: 28941		4,041.90	
EVANS TITLE COMPANIES	28942	3/17/2011	925-650155062	601-1020-543.21-02	25.00	EASEMENT SEARCH 836 NICOLET BLVD
			Total for check: 28942		25.00	
FOX VALLEY TRUCK	28943	3/17/2011	492003	731-1022-541.38-03	55.20	LAMP ASSY
			Total for check: 28943		55.20	
GUNDERSON UNIFORM & LINEN RENTAL	28944	3/17/2011	1401035	100-0801-521.30-13	28.83	TOWEL/MAT SERVICE
			Total for check: 28944		28.83	
EDMUND J JELINSKI	28945	3/17/2011	210	100-0201-512.21-01	412.50	MARCH 2011 LEGAL SERVICES MUNICIPAL COURT
			Total for check: 28945		412.50	

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KITZ & PFEIL INC	28948	3/17/2011	012114-0040	100-0703-553.30-18	5.02	WIRE CONNECTORS
		3/17/2011	012114-0052	100-0903-531.30-13	5.99	AA ALK BATTERY
		3/17/2011	012414-0119	100-0801-521.24-03	14.39	VINYL ADHESIVE
		3/17/2011	012514-0052	100-0703-553.30-18	1.80	HARDWARE MISC
		3/17/2011	012514-0059	100-0704-552.24-03	18.44	POOL SIGNS HARDWARE
		3/17/2011	012514-0116	100-0704-552.24-03	10.04	HARDWARE FOR SIGNS
		3/17/2011	012614-0075	100-0703-553.30-18	2.10	HARDWARE MISC
		3/17/2011	012714-0005	731-1022-541.30-18	28.76	CASTERS FOR OIL DRUM
		3/17/2011	012714-0047	100-0801-521.24-03	14.39	VINYL ADHESIVE
		3/17/2011	012714-0069	100-0703-553.24-03	15.29	ANCHOR
		3/17/2011	012814-0010	100-0703-553.30-18	8.53	ENAMEL/GOOP
		3/17/2011	012814-0047	100-0704-552.24-03	17.48	HARDWARE MISC
		3/17/2011	012814-0064	100-0704-552.24-03	(0.32)	HARDWARE MISC
		3/17/2011	013114-0091	207-0707-552.82-02	9.87	INSERT BITS
		3/17/2011	020114-0056	100-0801-521.30-13	1.98	FLUO BULBS
		3/17/2011	020214-0082	100-0703-553.30-18	17.01	PRIMER/HARDWARE MISC
		3/17/2011	020314-0038	100-0703-553.30-18	15.98	STRAPS/SCREWS
		3/17/2011	020414-0023	100-0703-553.30-18	7.62	ELEC TAPE/MISC
		3/17/2011	020414-0040	100-0703-553.30-18	39.59	SPRAYER
		3/17/2011	020414-0051	100-0703-553.24-03	1.61	WATCH YOUR STEP SIGN
		3/17/2011	020414-0061	100-0703-553.24-03	13.49	GFCI OUTLET
		3/17/2011	020714-0049	100-0703-553.30-18	6.73	WIRE CONNECTORS
		3/17/2011	020814-0015	100-1001-514.30-18	20.69	DRILL BITS
		3/17/2011	020814-0050	100-0703-553.24-03	2.84	HARDWARE MISC
		3/17/2011	020914-0011	100-0000-132.00-00	32.37	ICE MELT
				100-0920-531.24-03	4.12	HANDY BOXES
		3/17/2011	020914-0052	100-0703-553.30-18	14.38	TAPE MEASURES
				100-0704-552.24-03	8.36	SCREWS
		3/17/2011	020914-0061	100-0801-521.29-05	54.12	CELL ANTENNA HARDWARE
		3/17/2011	020914-0097	100-1001-514.30-18	11.75	MASONRY BITS DRUM SAND KIT
		3/17/2011	021009-0007	100-0703-553.24-03	0.81	HARDWARE MISC
		3/17/2011	021009-0008	100-0703-553.24-03	0.93	HARDWARE MISC
		3/17/2011	021014-0005	731-1022-541.38-03	3.41	BARB MENDER
	3/17/2011	021014-0031	100-1008-541.30-18	46.63	BLADES/BOLTS/TAPE	
	3/17/2011	021014-0070	100-0703-553.30-18	14.90	BRUSHES/TRAY LINERS	

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KITZ & PFEIL INC...	28948...	3/17/2011	021114-0017	100-1001-514.24-03	7.67	WOOD GLUE
		3/17/2011	021414-0014	100-1001-514.24-03	6.74	SANDPAPER BELTS
		3/17/2011	021514-0039	100-0703-553.30-18	6.29	COIL GALV WIRE
		3/17/2011	021514-0080	100-0703-553.30-18	76.48	POLE PRUNER
		3/17/2011	021514-0104	100-0703-553.24-03	5.28	WIRE CONNECTOR/STRAP
		3/17/2011	021614-0027	100-0703-553.24-03	8.09	IRON CORD
		3/17/2011	021714-0008	100-1001-514.24-03	24.74	SHELVING
			Total for check: 28948		606.39	
LYNN SCHEND	28949	3/17/2011	SCHEND	100-1006-541.30-18	50.00	MAILBOX REIMBURSEMENT
			Total for check: 28949		50.00	
MENARDS-APPLETON EAST	28950	3/17/2011	86857	100-0703-553.30-18	8.55	LAG SCREWS
			Total for check: 28950		8.55	
MENASHA EMPLOYEES CREDIT UNION	28951	3/17/2011	20110317	100-0000-202.05-00	1,978.00	PAYROLL SUMMARY
			Total for check: 28951		1,978.00	
MENASHA UTILITIES	28952	3/17/2011	003654	601-1021-543.25-01	16,183.04	SEWER CHARGE CALC JAN 2011
		3/17/2011	003655	625-0401-513.25-01	809.02	STORM WATER CALC JAN 2011
		3/17/2011	BILLING#3	100-1008-541.22-03	937.09	ELEC OR WATER OR STORM
				100-1008-541.22-05	48.19	ELEC OR WATER OR STORM
				601-1020-543.22-03	22.63	ELEC OR WATER OR STORM
				100-0704-552.22-03	148.24	ELEC OR WATER OR STORM
				100-0704-552.22-05	754.00	ELEC OR WATER OR STORM
				731-1022-541.22-03	1,822.08	ELEC OR WATER OR STORM
				731-1022-541.22-05	750.92	ELEC OR WATER OR STORM
				731-1022-541.22-06	767.50	ELEC OR WATER OR STORM
				266-1028-543.22-06	1,535.00	ELEC OR WATER OR STORM
				100-0801-521.22-03	1,224.89	ELEC OR WATER OR STORM
			100-0801-521.22-05	292.67	ELEC OR WATER OR STORM	
			100-0801-521.22-06	62.71	ELEC OR WATER OR STORM	

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MENASHA UTILITIES...	28952...	3/17/2011...	BILLING#3...	100-0000-123.00-00	886.99	ELEC OR WATER OR STORM		
				100-0000-123.00-00	211.93	ELEC OR WATER OR STORM		
				100-0000-123.00-00	45.41	ELEC OR WATER OR STORM		
				100-0601-551.22-03	3,254.60	ELEC OR WATER OR STORM		
				100-0601-551.22-05	398.10	ELEC OR WATER OR STORM		
				100-0601-551.22-06	103.75	ELEC OR WATER OR STORM		
				100-1019-552.22-03	349.04	ELEC OR WATER OR STORM		
				100-1019-552.22-05	12.11	ELEC OR WATER OR STORM		
				100-0000-123.00-00	8.87	ELEC OR WATER OR STORM		
				100-0703-553.22-03	1,267.07	ELEC OR WATER OR STORM		
				100-0703-553.22-06	280.61	ELEC OR WATER OR STORM		
				100-0305-562.22-06	7.50	ELEC OR WATER OR STORM		
				3/17/2011	SALES	267-0102-581.22-03	4,239.55	SALES TO OTHER AUTHORITI
						267-0102-581.22-05	347.50	SALES TO OTHER AUTHORITI
Total for check: 28952					36,771.01			
MINNESOTA LIFE INSURANCE COMPANY	28953	3/17/2011	APRIL2011	100-0000-204.07-00	3,028.37	PREM BILLING APRIL 2011		
				Total for check: 28953				
MONOPRICE INC	28954	3/17/2011	4229546	100-0801-521.24-01	72.33	LASER TONER		
				Total for check: 28954				
NEENAH-MENASHA MUNICIPAL COURT	28955	3/17/2011	BOND	100-0000-201.03-00	126.40	BOND		
				100-0000-201.03-00	202.00	BOND		
				Total for check: 28955				
NEENAH-MENASHA SEWERAGE COMMISSION	28956	3/17/2011	2010-192	601-1021-543.21-01	4,376.78	LEGAL REIMBURSEMENT FOX RIVER CLEANUP		
				Total for check: 28956				

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NOVER ENGELSTEIN & ASSOCIATES INC	28957	3/17/2011	M2011	743-0403-513.24-04	600.00	ANNUAL SOFTWARE MAINTENANCE/WINWAM
			Total for check: 28957		600.00	
OMRO POLICE DEPARTMENT	28958	3/17/2011	BOND	100-0000-201.03-00	114.00	BOND
			Total for check: 28958		114.00	
ONE COMMUNICATIONS	28959	3/17/2011	MARCH2011	100-0402-513.22-01	7.07	TELEPHONE SERVICE ASSESSOR
				100-0201-512.22-01	22.30	TELEPHONE SERVICE ATTORNEY
				100-0000-123.00-00	15.93	TELEPHONE SERVICE BUILD INSPECT
				100-0203-512.22-01	13.39	TELEPHONE SERVICE CLERK
				100-0304-562.22-01	22.34	TELEPHONE SERVICE COM DEV
				100-1001-514.22-01	76.19	TELEPHONE SERVICE CITY HALL
				100-0401-513.22-01	37.31	TELEPHONE SERVICE FINANCE
				731-1022-541.22-01	28.90	TELEPHONE SERVICE GARAGE
				100-0903-531.22-01	48.29	TELEPHONE SERVICE HEALTH
				743-0403-513.22-01	15.15	TELEPHONE SERVICE IT
				100-0601-551.22-01	174.89	TELEPHONE SERVICE LIBRARY
				100-0101-511.22-01	10.96	TELEPHONE SERVICE MAYOR
				100-0702-552.22-01	30.09	TELEPHONE SERVICE REC
				100-0703-553.22-01	49.32	TELEPHONE SERVICE PARKS
				100-0202-512.22-01	14.92	TELEPHONE SERVICE PERSONNEL
				100-0801-521.22-01	274.34	TELEPHONE SERVICE POLICE
				100-1002-541.22-01	47.22	TELEPHONE SERVICE ENG
				100-0920-531.22-01	14.14	TELEPHONE SERVICE SENIOR
				100-1008-541.22-01	3.59	TELEPHONE SERVICE SIGN
				100-0502-522.22-01	43.09	TELEPHONE SERVICE EOC
				207-0000-123.00-00	26.63	TELEPHONE SERVICE MARINA
				100-0000-123.00-00	326.78	TELEPHONE SERVICE MENASHA UTILITIES
			Total for check: 28959		1,302.84	

AP Check Register
Check Date: 3/17/2011

Date: 3/17/2011

<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>
OSHKOSH FIRE & POLICE EQUIPMENT INC	28960	3/17/2011	140688	100-0801-521.29-05	254.00	LED LIGHTHEAD
			Total for check: 28960			254.00
PACKER CITY INTERNATIONAL	28961	3/17/2011	3-210480048	731-1022-541.38-03	9.42	KIT
		3/17/2011	3-210480074	731-1022-541.38-03	89.57	AIR FILTER
			Total for check: 28961			98.99
POYNETTE IRON WORKS INC	28962	3/17/2011	19769	266-1027-543.30-18	3,000.00	SCRAP BIN
			Total for check: 28962			3,000.00
QUARLES & BRADY	28963	3/17/2011	1649480	267-0102-581.21-01	871.25	PROFESSIONAL SERVICES STEAM UTILITY
			Total for check: 28963			871.25
DENISE QUICK	28964	3/17/2011	MILEAGE	100-1001-514.33-01	13.50	MILEAGE
			Total for check: 28964			13.50
J A SEXAUER	28965	3/17/2011	239896020	731-1022-541.24-03	150.87	BLADE HANDLE
			Total for check: 28965			150.87
SHERWIN INDUSTRIES INC	28966	3/17/2011	7604-1	100-1008-541.30-18	130.00	REPAIR KIT
		3/17/2011	7893-0	100-1008-541.30-18	90.64	REPAIR KIT
			Total for check: 28966			220.64
SPEEDY CLEAN DRAIN & SEWER INC	28967	3/17/2011	51980	601-1020-543.21-02	6,790.66	CLEAN/TELEWISE SANITARY SEWERS
			Total for check: 28967			6,790.66
STAPLES ADVANTAGE	28968	3/17/2011	3150219724	100-0702-552.30-10	25.16	OFFICE SUPPLIES

AP Check Register
Check Date: 3/17/2011

Date: 3/17/2011

<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>
STAPLES ADVANTAGE...	28968...	3/17/2011...	3150219724...	100-0304-562.30-10	19.46	OFFICE SUPPLIES
			Total for check: 28968		44.62	
THEDACARE	28969	3/17/2011	9200359781	100-0801-521.21-05	56.00	VENIPUNCTURE
			Total for check: 28969		56.00	
TOTER INC	28970	3/17/2011	KB274561	100-1016-543.30-18	1,987.20	UNIV GAL LID
			Total for check: 28970		1,987.20	
UNIFIRST CORPORATION	28971	3/17/2011	097 0082349	731-1022-541.20-01	107.58	MAT/MOP/CLOTHING SERVICE
			Total for check: 28971		107.58	
UNITED PAPER CORPORATION	28972	3/17/2011	35816	100-1001-514.30-13	31.00	VACUUM BAG
			Total for check: 28972		31.00	
US OIL CO	28973	3/17/2011	M24552	731-1022-541.30-18	302.50	PREMIX
			Total for check: 28973		302.50	
USI	28974	3/17/2011	5316700026	100-0702-552.30-10	19.84	LAMINATION SUPPLIES
			Total for check: 28974		19.84	
VALLEY DIESEL INJECTION INC	28975	3/17/2011	364406	731-1022-541.38-03	53.58	FEED PUMP
			Total for check: 28975		53.58	
WAI IAI	28976	3/17/2011	DUES	100-0801-521.32-01	100.00	2011 DUES
			Total for check: 28976		100.00	

AP Check Register

Check Date: 3/17/2011

<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>
WALMART COMMUNITY	28977	3/17/2011	1565	100-0702-552.30-18	12.83	PROGRAM SUPPLIES
			Total for check: 28977		12.83	
WAVERLY SANITARY DISTRICT	28978	3/17/2011	022511	100-0703-553.22-05	38.77	BARKER FARM PAVILION
			Total for check: 28978		38.77	
WE ENERGIES	28979	3/17/2011	022411	100-0000-123.00-00	26.15	1108 PROVINCE TERR
		3/17/2011	030111	100-0701-533.22-03	8.04	NORTH ST
				100-0701-533.22-03	8.17	NORTH ST
		3/17/2011	030211	100-0903-531.22-04	54.56	316 RACINE ST
			Total for check: 28979		96.92	
WE ENERGIES	28980	3/17/2011	UTILITY	267-0102-581.22-04	1,288.01	STEAM UTILITY
			Total for check: 28980		1,288.01	
WISCONSIN COUNCIL 40 PER CAPITA TAX	28981	3/17/2011	20110317	100-0000-202.06-00	260.00	PAYROLL SUMMARY
			Total for check: 28981		260.00	
WISCONSIN SUPPORT COLLECTIONS	28982	3/17/2011	20110317	100-0000-202.03-00	440.23	PAYROLL SUMMARY
			Total for check: 28982		440.23	
WISCONSIN TAXPAYERS ALLIANCE	28983	3/17/2011	RENEWAL	100-0401-513.32-02	13.97	TAYPAYER SUBSCRIPTION
			Total for check: 28983		13.97	
					91,958.23	

ORDINANCE O- 3 -11

AN ORDINANCE RELATING TO RESTRICTED PARKING (7TH & APPLETON ROAD)

Introduced by Alderman Taylor (Recommended by Board of Public Works)

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

SECTION 1: Amend Title 10, Article C of the Code of Ordinances of the City of Menasha, Wisconsin by creating SEC. 10-1-26 (x) as follows:

Title 10 – Motor Vehicles and Traffic

ARTICLE C
Parking Regulations

SEC. 10-1-26

No person shall park or leave standing any vehicle upon any of the following highways, streets or parts thereof, except temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

...

(x) The north side of Seventh Street from the west line of Appleton Road to a point two hundred thirty-five (235) feet west of the west line from April 1 through October 31.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this day of , 2011.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

RESOLUTION R-9-11

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY.

Introduced by Alderman Taylor.

WHEREAS, the Common Council of the City of Menasha, Wisconsin, held a Public Hearing at the Council Chambers in the City Hall at 6:00 p.m. on March 7, 2011, for the purpose of hearing all interested persons regarding the listed improvements in the following area:

A. Improvements

1. Sewer, Water and Streets (unsold lots in Woodland Hills)
2. 4" Asphalt Pavement
3. Concrete Curb and Gutter
4. Concrete Walk
5. Street Trees
6. Various Associated Items

B. Location of Improvements

1. Ribblesdale Subdivision
2. Woodland Hills Subdivision

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Menasha as follows:

1. That the report of the Board of Public Works pertaining to the construction of the described public improvements, including plans and specifications, is, therefore and hereby, reaffirmed.
2. That payment for said improvements be made by assessing the applicable costs to the property benefited as indicated in said report.
3. The schedule of assessments made under the police power, and the amount assessed against each parcel, are true and correct and are hereby confirmed.
4. That the assessment for all projects included on said report is a single assessment.
5. That the assessment against any parcel shall be paid in accordance with Section 3-2-14 of the Menasha Municipal Code.
6. The City Clerk is directed to publish this resolution in the Official Newspaper of the City.
7. The Clerk is further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll and whose post office address is known or can, with diligence, be ascertained.

Passed and approved this ____ day of _____, 2011.

Donald Merkes, Mayor

ATTEST: _____
Debbie A. Galeazzi, City Clerk



Memorandum

DATE: March 3, 2011

TO: Menasha Common Council

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

RE: Final Resolution for Special Assessments in Woodland Hills and Ribblesdale Subdivisions

Subsequent to notifying the property owners of the public hearing regarding proposed special assessments for street and walk improvements in Woodland Hills and Ribblesdale subdivisions, we have received several phone calls and emails concerning the proposed concrete sidewalk construction portion of this project. As proposed, walks are planned to be installed along the west side of Kernan Avenue and the south side of Woodland Hills Drive.

The original plan for Woodland Hills Subdivision included an 8' wide bike and pedestrian trail along one side of Kernan Avenue and Woodland Hills Drive. A few years ago, when the City was pursuing grant funding for the trail, meant to be an extension of the Friendship Trail, the neighborhood strongly objected to the concept of a trail system running along homeowners' front yards so the trail concept was changed to a more typical walk arrangement, which seemed to be somewhat better accepted by the owners.

Kernan Avenue is classified a collector street as it functions to distribute traffic between Manitowoc Road and Hwy 10/114, one of only three connected north-south routes in a two mile stretch from Oneida Street to CTH LP. Because of the increased traffic, I feel it is important to remove the pedestrians from the street pavement carrying that traffic. Additionally, Woodland Hills Drive will ultimately extend westerly to connect with existing and future residential development farther west. Again, that street will be an important east-west traffic corridor as there are no other planned continuous east-west routes other than Manitowoc Road and Hwy 10/114 in this area. That is the basis for including the walks along Kernan Avenue and Woodland Hills Drive. Included in the packet are excerpts from Menasha's Comprehensive Plan which further define the City's objectives relative to mobility and alternate modes of transportation.

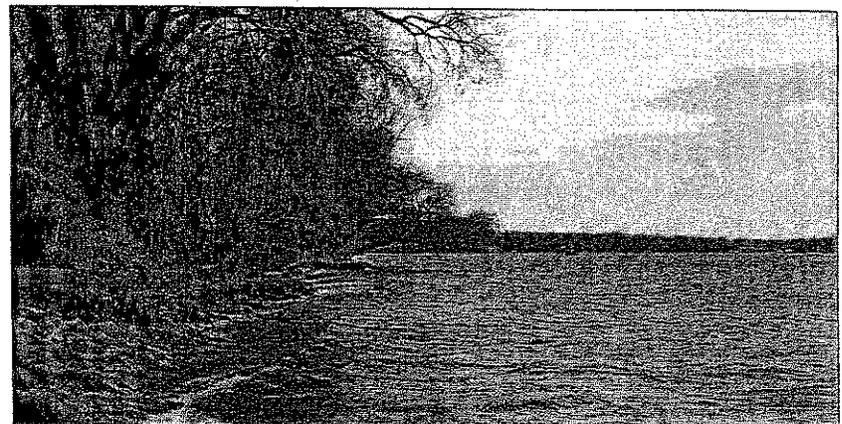
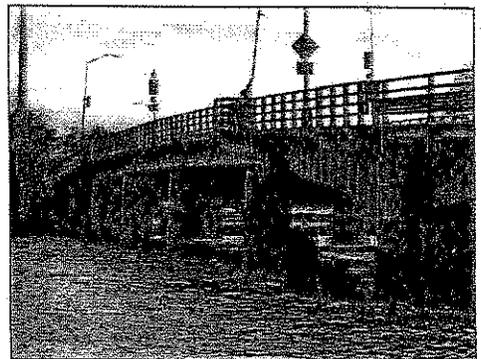
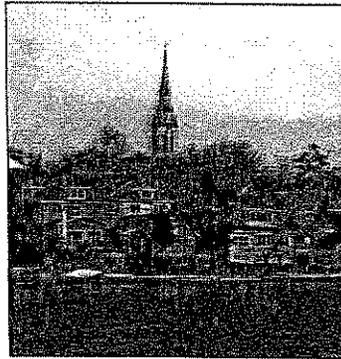
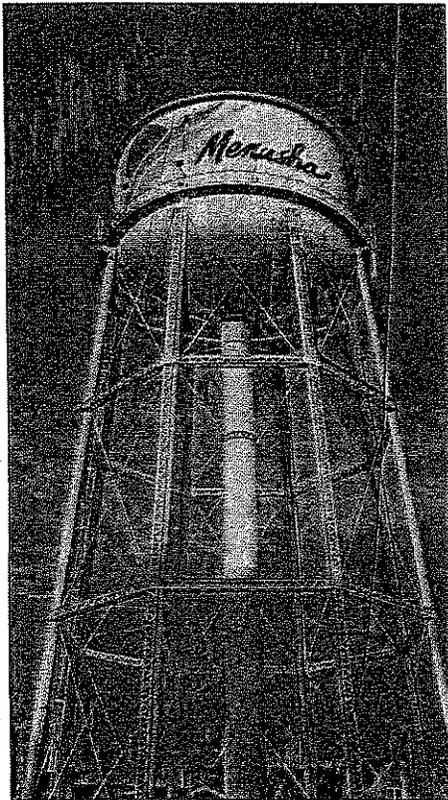
Because current sidewalk installation policy makes it unlikely walks would be constructed anywhere else in these two subdivisions, the walk is proposed to be assessed equally on an area wide, per lot basis throughout the two subdivisions. City Attorney Captain has advised me that an area wide assessment, in which all properties within the designated area are assessed for a particular improvement, is allowed by law. The reason we chose to recommend an area wide assessment for the sidewalk is that the current City sidewalk policy does not require walks on local residential streets such as Whistling Swan Court or Trumpeter Swan Lane, the premise being that all neighboring properties would derive some benefit from the construction of the sidewalk on the two streets.

Also included in the packet are copies of emails from property owners who could not attend the public hearing and wanted their input considered prior to action on the final resolution. Additionally, we have included a copy of the special assessment report and the cover letter that was submitted with the report to each of the affected property owners.

Report

City of Menasha Year 2030 Recommended Comprehensive Plan

May 2008



3.6 Transit

Valley Transit is owned and operated by the City of Appleton. It operates in the following jurisdictions: the cities of Appleton, Kaukauna, Menasha and Neenah; the towns of Buchanan, Grand Chute and Menasha; and the villages of Kimberly and Little Chute.

Valley Transit has two routes within the City of Menasha (Routes 30 and 1). Route 30 is an hourly route which runs from the Valley Transit bus terminal to Wisconsin Avenue in the City of Neenah. Within Menasha, this route runs from the corner of Valley Road and Appleton Road to Doty Island including a loop inside the city. Route 1 runs half-hourly during peak hours, and hourly during non-peak hours. This route serves Midway Road, including UW-Fox Valley, and Appleton Road, including Shopko Plaza and Goodwill Industries, within the City of Menasha.

Fares for Valley Transit are \$1.50, \$.075 for seniors and disabled people, and children under the age of four travel free. Reduced fares for multi trip options include Day Pass (\$4.00), a 10-Ride Ticket (\$13.00), and 10-Ride Senior/Disabled Ticket (7.50).

Fares and other operating revenues (including Menasha's) may require substantial adjustments due to possible reductions in federal operating cost subsidies. Under current federal funding policy guidelines, federal assistance for operating costs would be markedly reduced after the Fox Cities Urbanized Area reaches a population of 200,000. This is expected to occur with the 2010 decennial census. Valley Transit is pursuing avenues to change federal funding guidelines to soften or eliminate the fiscal effects of reaching the 200,000 population threshold. It is also pursuing alternative revenue sources, including the formation of a Regional Transit Authority, to mitigate the impacts of reaching the 200,000 threshold if the funding guidelines are not changed. As the city moves forward in its future transportation planning, efforts should be made for regional collaboration to maintain or increase existing levels of service.

Transportation for Persons with Disabilities

Specialized public transportation, referred to as para transit, provides services to the elderly, disabled, and other persons with similar needs for more accessible vehicles. Valley Transit II serves those who meet the ADA guidelines for para transit eligibility. This service operates on the same schedule as fixed-route operations within $\frac{3}{4}$ mile of the fixed routes. It also is in operation 7:30 a.m.-2:00 p.m. on Sunday.

Taxi service is available in Menasha and other Fox Cities communities. There is also a volunteer transportation service coordinated through the Calumet County Senior Resources Center that links volunteer drivers with people in need on a request basis.

3.7 Pedestrian and Bicycle Corridors

Non-motorized travel is an integral part of the total transportation picture. Many people rely on walking and biking for travel from their homes to work, school, or shopping. For the elderly, children, and those who are disabled, having safe and convenient pedestrian facilities is often

essential to daily activities. Creation and maintenance of these safe corridors is a priority for the City of Menasha.

The City has an established sidewalk policy which requires sidewalks on both sides of all arterial and collector streets, with installation taking place at the time the streets are constructed to urban sections. Sidewalks are also mandatory on streets with higher densities and ADT is greater than 500 vehicles per day. Exceptions may be granted for newly platted subdivisions if the subdivision meets certain special circumstances.

The City of Menasha has a system of trails which includes the State Friendship Trail, on-street bike routes, and off-street trails.

The Friendship Trail includes the recently completed Trestle Trail which spans Little Lake Butte des Morts and connects the City and the Town of Menasha. The trail features a unique lift bridge over the Menasha lock. The 1,600-foot long, lighted pedestrian bridge is the longest in Wisconsin and includes a center pavilion area with seating and several fishing platforms along the way. At its western end, the Trestle Trail meets the Friendship Trail at Fritse Park in the Town of Menasha. Currently, on the western end, it runs from Fritse Park eight miles to the Wiouwash Trail. On the eastern edge the trail follows Broad Street, First Street, goes along Jefferson Park and Heckrodt Wetland Reserve and ends at the intersection of Plank Road and State Highway 10. It is anticipated that the trail will soon extend east to High Cliff State Park. When completed the Friendship Trail will extend for 110 miles and connect a number of existing trails together linking Stevens Point and Manitowoc.

On the western side of the city an on-street bike route runs from Doty Island, across the Friendship Trail, and continues north along Tayco Street, 9th Street, Racine Street and Valley Road. This route terminates at STH 47. On the eastern side of the city there is an off-street trail on Province Terrace which runs from Midway Road south to the Menasha Conservancy. There is also an off-street trail in Lake Park Villas.

The city is currently working to expand the system of on and off road trails with an emphasis on connectivity between neighborhoods, parks, and services. The following projects have been identified as priorities:

- ◆ The extension of the Province Terrace Trail to the Friendship Trail on USH 10/Oneida Street.
- ◆ Land acquisition and design of the Friendship Trail from USH 10/Oneida Street to High Cliff State Park.
- ◆ Continued planning and development of the city's trail system.

Refer to Map 3-2 to see the locations of paths and trails in the City of Menasha.

3.11 Transportation Focus Group

A focus group was held with the City of Menasha on January 12, 2006, which covered transportation issues. Attendees included representatives from the City of Menasha, WDOT, Winnebago and Calumet Counties, private/non-profit interest groups, Valley Transit, Canadian National Rail, UW Extension, ECWRPC, and neighboring municipalities. Information gathered at this meeting covered in part: strengths and weaknesses of the current transportation system, future anticipated needs, and anticipated challenges.

For a summary of questions asked and data gathered at this meeting please refer to Appendix B of this document.

3.12 Transportation Goals and Objectives

Following are the goals and objectives developed by the City of Menasha regarding transportation.

Goal: Provide a safe, efficient, and cost effective transportation system for the movement of people and goods.

Objectives

1. Balance competing community desires (i.e., scenic beauty, direct highway access, etc.) with the need to provide for safe roads, intersections, interchanges, rail crossings, and other transportation features.
2. Mitigate hazards at high accident locations.
3. Require safe locations and designs for driveway access onto local public roadways.
4. Require developers to bear an equitable share of the costs for the improvement or construction of transportation system infrastructure and services (road, bike paths, sidewalks, public transportation, etc.) needed to serve development.
5. Where feasible, direct development to areas of existing infrastructure capable of managing new development or redevelopment.
6. Coordinate the location of new road infrastructure with Area Development Plans and utilities.
7. Monitor the effectiveness of existing, and enhance opportunities for new shared service agreements for providing local road development and maintenance.
8. Improve deficient roadways and other transportation systems.
9. Work to achieve a traffic circulation network that conforms to the planned functional classification of roadways.

10. Direct future residential, commercial, and industrial development to roadways capable of accommodating resulting traffic.
11. Direct truck traffic to appropriate routes and coordinate routes with adjoining jurisdictions.
12. Maintain existing public parking facilities and monitor the need for additional facilities.
13. Ensure that the transportation needs of the physically challenged are met.
14. Support regular fixed commercial air service.

Goal: Support and promote the development and use of multiple modes of transportation.

Objectives

1. Make bicycling and walking viable, convenient, and safe transportation choices in the community.
2. Continue the provision of both fixed route and demand response transportation services.
3. Improve pedestrian facilities to better accommodate people with disabilities (i.e., curb cuts, minimizing inclines and slopes of sidewalks, ensuring sidewalk connectivity, and increasing signal times at crossings, etc.).
4. Support the development of convenient and affordable transit options.
5. Promote the use and development of alternative forms of transportation as a positive, viable choice.

Goal: Incorporate energy conservation principles in transportation facility design and services.

Objectives

1. Design Streets and Highways to promote the free flow of traffic.
2. Design streets to minimize heat islands.
3. Use design of streets, neighborhoods, destination points and subdivisions to facilitate multi-modal transportation.
4. Encourage the use of design techniques that minimize hard surfaces where possible.

3.13 Transportation Policies and Recommendation

Policies and recommendations build on goals and objectives by providing more focused responses and actions to the goals and objectives. Policies and recommendations become the tools that the community should use to aid in making land use decisions. Policies and recommendations that direct action using the words “will” or “shall” are advised to be mandatory and regulatory aspects of the implementation of the comprehensive plan. In contrast, those policies and recommendations that direct action using the word “should” are advisory and intended to serve as a guide.

1. The PASER (Pavement Service and Evaluation Rating System) shall be utilized to bi-annually update the 5-year Road improvement Program, including funding sources and priorities for identified improvement projects.
2. Area Development Plans may be required as part of the submittal of any residential development plans (i.e., subdivisions). This will allow the community to assess the future connection and traffic flow impacts on surrounding properties.
3. The city shall install planned bicycle and pedestrian facilities during road construction in new developments.
4. The community will consider bicycle and pedestrian safety needs when new roads are proposed or when roadway improvements are made.
5. Through and Loop street systems shall be encouraged to promote traffic circulation within and between neighborhoods.
6. The city shall update its list of designated heavy truck routes.
7. All proposed access to local roads shall require an access permit.
8. Developers shall bear an equitable share of the costs for improvements and extensions to the transportation network.
9. Street design standards (intersection design, signal phasing, roadway width) shall give priority to and enhance the safety of pedestrians and non-motorized traffic and minimize conflict with motorists. Priority for installation or construction should be given to those routes that are used by school children, senior citizens, physically challenged persons and/or commuters.
10. Transportation related issues which have impact neighboring communities will be discussed and evaluated considering input from East Central Wisconsin Regional Planning Commission and the Wisconsin Department of Transportation as necessary.
11. Residential development proposals will be designed to include an efficient system of internal circulation and interconnectivity for all vehicles, non-motorized traffic and pedestrians including the provision for external collector streets, on-street bike lanes,

sidewalks, and trails where applicable, to feed all traffic onto external arterial roads and highways.

12. The existing road network and public facilities and services will be utilized to accommodate new development to the maximum extent possible.
13. Whenever feasible, promote the separation of truck and through-traffic from local traffic and reroute truck traffic around the community as much as possible.
14. Actively pursue all available funding, especially federal and state sources, for needed transportation facilities. Funding for multimodal facilities should be emphasized.
15. The community shall protect the visual quality of major community thoroughfares by requiring all development and redevelopment along these entry corridors to include site plan and design review. Streets shall be designed and located in such manner as to maintain and preserve natural topography, cover, significant landmarks, and trees, and to preserve views and vistas.
16. Require pedestrian facilities as land is developed based on standards for the street classification and community needs.
17. Continue to support public transportation and para transit initiatives.
18. Participate in planning initiatives evaluating future public transportation programs and funding options.
19. Ensure that the transportation needs of the physically challenged are met.
20. The city shall participate in regional transportation system planning.
21. Promote maintenance and expansion of fixed route air carrier service.
22. Limit the use of stop signs and traffic control signals to intersections where MUTDC warrants are met and engineering studies conclude that installing such signs or devices will improve the overall safety and/or operation of an intersection.
23. Utilize roundabouts as an alternative to stop signs or traffic signals wherever practicable.
24. Employ traffic calming measures as an alternative to stop signs or traffic signals wherever feasible.
25. Coordinate traffic signal cycles wherever feasible.
26. The city should engage in transportation planning to ensure that the needs of the citizens of the city are being met.

27. The city should obtain data related to type of vehicle involved accidents (automobile, motorcycle, bicycle) and if the accident involved pedestrians. This data will allow the city to analyze the types of accidents that occur and look towards finding site-specific solutions that will minimize future accidents.
28. Encourage the use of the Safe Routes to School Programs when appropriate.

3.14 Transportation Programs and Resources

The following programs and resources are currently utilized by the city or are available for use by the city to implement the goals, objectives, policies, and recommendations identified.

Fox River Navigational System Authority

The Fox River Navigational System Authority (FRNSA) was created in 2001 by the State Legislature to facilitate the transfer and rehabilitation of the lower Fox River locks from the U.S. Army Corps of Engineers. The mission of the FRNSA is to serve the citizens of the Fox River area and the state by rehabilitating, maintaining, developing and operating the navigational system to:

- ◆ Promote tourism and recreational use of the navigational system; and
- ◆ Maintain and improve the scenic, physical, historic and environmental character of the navigational system.

Local Roads Improvement Program (LRIP)

Established in 1991, the Local Roads Improvement Program (LRIP) assists local governments in improving seriously deteriorating county highways, town roads, and city and village streets. A reimbursement program, LRIP pays up to 50% of total eligible costs with local governments providing the balance. The program has three basic components: County Highway Improvement (CHIP); Town Road Improvement (TRIP); and Municipal Street Improvement (MSIP). Three additional discretionary programs (CHIP-D, TRIP-D and MSIP-D) allow municipalities to apply for additional funds for high-cost road projects. For more information contact the WDOT.

Pavement Surface Evaluation and Rating (PASER)

PASER is a simple method of rating asphalt and concrete roads on a scale of 1 to 10 and gravel roads on a scale of 1 to 5, based on visual inspection. PASER manuals and a video explain how and why roads deteriorate, and describe proper repair and replacement techniques. PASER ratings can be put into PASERWARE, an easy to use pavement management software. PASERWARE helps to inventory roads and keep track of their PASER ratings and maintenance histories. It also helps to prioritize road maintenance and improvement needs, calculate project costs, evaluate the consequences of alternative budgets and project selection strategies, and communicate those consequences to the public and local officials. Both PASER and PASERWARE are available from the University of Wisconsin's Transportation Information Center at no charge. The Center also offers free training courses.



February 25, 2011

RE: Proposed Street Construction Project – Special Assessment Hearing Notice

Dear Menasha Property Owner,

The City of Menasha is proposing the completion of the streets within Ribblesdale Subdivision and the north half of Woodland Hills Subdivision. This will include work on Kernan Avenue from the roundabout at Woodland Hills Drive to the north corporate limits, Trumpeter Swan Lane, Whistling Swan Court, and Woodland Hills Drive. The proposed improvements include construction of a new 4" asphalt pavement with concrete curb and gutter, installation of street trees, and construction of a concrete sidewalk **only** along the west side of Kernan Street and the south side of Woodland Hills Drive.

Construction Item Details

Work will consist of the following work items:

- Installation of pavement underdrains at all storm sewer inlets (City crews)
- Pulverize and grade the existing asphalt pavement and gravel base (Contractor/City)
- Installation of concrete curb and gutter (Contractor)
- Paving of new 4" thick asphalt pavement (City crews)
- Installation of concrete walk along west side of Kernan Avenue and south side of Woodland Hills Drive (Contractor)
- Restoration of disturbed driveway aprons (restore with like material) (Contractor/City)
- Restoration of disturbed terrace areas (topsoil, seed, and mulch) (Contractor)

It is expected this work will commence in May and will be completed in approximately eight weeks. We will allow access to the street fronting your home during all non-work hours; however, there will be a period of time when you will not be able to access your driveway due to the installation of the concrete curb or walk.

The City will replace the disturbed section of your driveway apron with the same material at no cost to you, meaning if you have a gravel apron, we will replace with gravel, asphalt with asphalt, etc. Many homeowners choose to install permanent driveway aprons at the time of this street construction. If you wish to upgrade your driveway section at this time (gravel to asphalt or asphalt to concrete), you may contract with the City for asphalt or with your contractor of choice for concrete. Many times the concrete contractor for the City project will provide prices for the homeowners wishing to construct concrete driveway aprons.

As stated previously, concrete walk is being proposed for only the west side of Kernan Avenue and the south side of Woodland Hills Drive. When this subdivision was developed an eight foot wide bike and pedestrian trail was proposed for these same sections of street. The trail proposal was rejected by the Common Council after hearing from homeowners in the subdivision. We still feel there is a need for an off street facility for pedestrians to enhance safety and neighborhood connectivity, thus the proposed concrete walk.

Special Assessment Process

The City of Menasha policy prescribes special assessments against benefitting properties for all new public improvements. The normal assessment procedure bases the assessments on the property's front footage along the street right of way. Enclosed you will find the preliminary assessments for your property including assessments for the street, street trees, concrete walk and associated items. The City's current sidewalk policy would not require sidewalks along Trumpeter Swan Lane and Whistling Swan Court so we have recommended that each property within the entire assessment area be assessed on a per lot basis for the proposed walk along the west side of Kernan Avenue and the south side of Woodland Hills Drive. It is our belief that these walks will benefit all residents of the two subdivisions.

As stated, the enclosed assessments are preliminary assessment estimates. The final assessment will be based on actual project expenses, but cannot exceed these preliminary assessments. The City's assessment policy allows the deferral of assessment payments for any assessment exceeding \$2,500. For this project, all proposed assessments exceed \$2,500 so you will all have the option of deferring your assessments for five years with no penalty and no interest charged. Following the initial five year period, you may choose to pay the balance in installments over an additional five years, with interest charged at a rate of 1% over the rate at which the City borrowed the project funds. To my knowledge the five year deferral is a provision no other area municipality offers.

Special Assessment Public Hearing Information

Enclosed is a notice of Public Hearing from the City Clerk's office with the public hearing information details if you wish to provide input to the Common Council prior to their deliberations and action on the final assessment resolution. If you are unable to attend this hearing, but wish to provide comments, you may contact the Mayor or members of the Common Council prior to the hearing date.

Should you have any questions regarding any aspect of the proposed project or assessment process, please contact the Public Works Director, Mark Radtke via telephone or email.

Phone: 920/967-3610

Email: mradtke@ci.menasha.wi.us

Thank you for your patience during these past few years while awaiting the construction of the final pavement and curb and gutter in your neighborhood.

Enclosure

C: Mayor Merkes
Common Council

PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT/ LUMP SUM	TOTAL ASSESSMENTS
Woodland Hills								
7-00699-75	2505 Gosling Way Menasha, WI 54952	Woodland Development LLC	N319 Breezewood Drive Appleton, WI 54915	1st Addition to Woodland Hills Lot 75	Sanitary Sewer, Storm Sewer, Water Main, Street Grading and Gravelling	\$24,900.00	1.00	\$24,900.00 \$24,900.00
1								
7-00699-76	2509 Gosling Way Menasha, WI 54952	Woodland Development LLC	N319 Breezewood Drive Appleton, WI 54915	1st Addition to Woodland Hills Lot 76	Sanitary Sewer, Storm Sewer, Water Main, Street Grading and Gravelling	\$24,900.00	1.00	\$24,900.00 \$24,900.00
2								
7-00699-77	2513 Gosling Way Menasha, WI 54952	Woodland Development LLC	N319 Breezewood Drive Appleton, WI 54915	1st Addition to Woodland Hills Lot 77	Sanitary Sewer, Storm Sewer, Water Main, Street Grading and Gravelling	\$24,900.00	1.00	\$24,900.00 \$24,900.00
3								
7-00700-01	2365 Woodland Hills Drive Menasha, WI 54952	Daniel P. Ferris Cynthia A. Ferris	816 S. Midpark Drive Appleton, WI 54915	Woodland Hills Lot 1	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	141.78 141.78 141.78 141.78 1.00	\$4,182.51 \$2,268.48 \$141.78 \$708.90 \$750.00 \$8,051.67
4								
7-00700-02	2373 Woodland Hills Drive Menasha, WI 54952	Thomas E. Potter Jennifer R. Potter	2701 Schaefer Circle Appleton, WI 54915	Woodland Hills Lot 2	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	112.01 112.01 112.01 112.01 1.00	\$3,304.30 \$1,792.16 \$112.01 \$580.05 \$750.00 \$6,518.52
5								
7-00700-03	2381 Woodland Hills Drive Menasha, WI 54952	William Christopher Kwasny Cecilia B. Kwasny	2381 Woodland Hills Drive Menasha, WI 54952	Woodland Hills Lot 3	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	112.01 112.01 112.01 112.01 1.00	\$3,304.30 \$1,792.16 \$112.01 \$580.05 \$750.00 \$6,518.52
6								

PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT/ LUMP SUM	TOTAL ASSESSMENTS
7-00700-04	2389 Woodland Hills Drive Menasha, WI 54952	Timothy R. Dutter Kristine M. Dutter	2389 Woodland Hills Drive Menasha, WI 54952	Woodland Hills Lot 4	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	106.92 106.92 106.92 1.00	\$3,154.14 \$1,710.72 \$106.92 \$534.60 \$750.00 \$6,256.38
7-00700-05	2397 Woodland Hills Drive Menasha, WI 54952	Robert J. Schleinz Lisa A. Schleinz	3616 Aschen-Puffel Appleton, WI 54915	Woodland Hills Lot 5	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	117.10 117.10 117.10 1.00	\$3,454.45 \$1,873.60 \$117.10 \$585.50 \$750.00 \$6,780.65
7-00700-06	2405 Woodland Hills Drive Menasha, WI 54952	Thomas C. Marlborough Christine D. Marlborough	2405 Woodland Hills Drive Menasha, WI 54952	Woodland Hills Lot 6	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	137.36 137.36 137.36 1.00	\$4,052.12 \$2,197.76 \$137.36 \$686.80 \$750.00 \$7,824.04
7-00700-07	2413 Woodland Hills Drive Menasha, WI 54952	Christopher B. Bohne Mary A. Bohne	2413 Woodland Hills Drive Menasha, WI 54952	Woodland Hills Lot 7	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	130.72 130.72 130.72 1.00	\$3,856.24 \$2,091.52 \$130.72 \$653.60 \$750.00 \$7,482.08
7-00700-08	2421 Woodland Hills Drive Menasha, WI 54952	Frederick J. Neuburger Kathryn A. Neuburger	429 Commonwealth Dr. Ft. Atkinson, WI 53538	Woodland Hills Lot 8	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	138.24 138.24 138.24 1.00	\$4,076.08 \$2,211.84 \$138.24 \$691.20 \$750.00 \$7,869.36
7-00700-16	868 Kernan Avenue Menasha, WI 54952	Woodland Development LLC	N319 Breezewood Drive Appleton, WI 54915	Woodland Hills Lot 16	Sanitary Sewer, Storm Sewer, Water Main, Street Grading and Gravelling	\$24,900.00	1.00	\$24,900.00 \$24,900.00
7-00700-17	809 Kernan Avenue Menasha, WI 54952	Woodland Development LLC	N319 Breezewood Drive Appleton, WI 54915	Woodland Hills Lot 17	Sanitary Sewer, Storm Sewer, Water Main, Street Grading and Gravelling	\$24,900.00	1.00	\$24,900.00 \$24,900.00
7-00700-19	841 Kernan Avenue Menasha, WI 54952	Woodland Development LLC	N319 Breezewood Drive Appleton, WI 54915	Woodland Hills Lot 19	Sanitary Sewer, Storm Sewer, Water Main, Street Grading and Gravelling	\$24,900.00	1.00	\$24,900.00 \$24,900.00

PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT/ LUMP SUM	TOTAL ASSESSMENTS
7-00700-28	985 Kernan Avenue Menasha, WI 54952	Frederick J. Neuberger Kathryn A. Neuberger	429 Commonwealth Dr. Ft. Atkinson, WI 53538	Woodland Hills Lot 28	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	141.59 141.59 141.59 141.59 1.00	\$4,176.91 \$2,265.44 \$141.59 \$707.95 \$750.00 \$8,041.89
7-00700-29	1001 Kernan Avenue Menasha, WI 54952	Joseph Firian Flood Kathleen M. Flood	1201 N. Hawthorne Drive Appleton, WI 54915	Woodland Hills Lot 29	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	182.44 182.44 182.44 182.44 1.00	\$5,381.98 \$2,919.04 \$182.44 \$912.20 \$750.00 \$10,145.66
7-00700-30	2449 Whistling Swan Court Menasha, WI 54952	Paul F. Ziemer Karen J. Ziemer	2449 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 30	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	119.96 119.96 119.96 119.96 1.00	\$3,538.82 \$1,919.36 \$119.96 \$599.80 \$750.00 \$6,927.94
7-00700-31	2457 Whistling Swan Court Menasha, WI 54952	Jon M. Bjelde Lori A. Bjelde	2457 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 31	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	120.02 120.02 120.02 120.02 1.00	\$3,540.59 \$1,920.32 \$120.02 \$600.10 \$750.00 \$6,931.03
7-00700-32	2463 Whistling Swan Court Menasha, WI 54952	Jeffrey L. White Linda A. White	2463 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 32	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	103.65 103.65 103.65 103.65 1.00	\$3,057.68 \$1,658.40 \$103.65 \$518.25 \$750.00 \$6,087.98

PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT LUMP SUM	TOTAL ASSESSMENTS
7-00700-33	2471 Whistling Swan Court Menasha, WI 54952	Jay R. Fulkerson Janet K. Fulkerson	2471 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 33	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	83.38 83.38 83.38 83.38 1.00	\$2,459.71 \$1,334.08 \$83.38 \$416.90 \$750.00 \$5,044.07
7-00700-34	2475 Whistling Swan Court Menasha, WI 54952	Dean J. Basten Kim M. Basten	2475 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 34	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	100.28 100.28 100.28 100.28 1.00	\$2,958.26 \$1,604.48 \$100.28 \$501.40 \$750.00 \$5,914.42
7-00700-35	2479 Whistling Swan Court Menasha, WI 54952	Joseph P. Hardage	2479 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 35	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	122.77 122.77 122.77 122.77 1.00	\$3,621.72 \$1,964.32 \$122.77 \$613.85 \$750.00 \$7,072.66
7-00700-36	2483 Whistling Swan Court Menasha, WI 54952	John VanAbel	2483 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 36	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	122.00 122.00 122.00 122.00 1.00	\$3,599.00 \$1,952.00 \$122.00 \$610.00 \$750.00 \$7,033.00
7-00700-37	2487 Whistling Swan Court Menasha, WI 54952	Uecker Development, LLC	W4954 Highline Road Kaukauna, WI 54130	Woodland Hills Lot 37 & Outlot 2	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	128.57 128.57 128.57 128.57 1.00	\$3,792.82 \$2,057.12 \$128.57 \$642.85 \$750.00 \$5,871.36
7-00700-38	2491 Whistling Swan Court Menasha, WI 54952	William M. Engler Laurie A. Engler	2491 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 38 and Outlot 3	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	78.07 78.07 78.07 78.07 1.00	\$2,303.07 \$1,249.12 \$78.07 \$396.35 \$750.00 \$4,770.61
7-00700-39								

PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT/ LUMP SUM	TOTAL ASSESSMENTS
7-00700-39	2488 Whistling Swan Court Menasha, WI 54952	Timothy S. Moy Lori S. Moy	2488 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 39	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	63.13 63.13 63.13 1.00	\$1,862.34 \$1,010.08 \$63.13 \$315.65 \$750.00 \$4,001.20
7-00700-40	2480 Whistling Swan Court Menasha, WI 54952	David J. Hoyer Rachel A. Hoyer	2480 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 40	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	74.58 74.58 74.58 74.58 1.00	\$2,200.11 \$1,193.28 \$74.58 \$372.90 \$750.00 \$4,590.87
7-00700-41	2472 Whistling Swan Court Menasha, WI 54952	Ronald J. Schinker Pamela S. Schinker	2472 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 41	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	193.32 193.32 193.32 193.32 1.00	\$5,702.94 \$3,093.12 \$193.32 \$866.60 \$750.00 \$10,705.98
7-00700-42	2464 Whistling Swan Court Menasha, WI 54952	Stephen R. Herbst Kasey M. Herbst	2464 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 42	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	152.65 152.65 152.65 152.65 1.00	\$4,503.18 \$2,442.40 \$152.65 \$763.25 \$750.00 \$8,611.48
7-00700-43	2456 Whistling Swan Court Menasha, WI 54952	John M. Re Jennifer A. Re	2456 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 43	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	104.36 104.36 104.36 104.36 1.00	\$3,078.62 \$1,669.76 \$104.36 \$521.80 \$750.00 \$6,124.54
7-00700-44	2448 Whistling Swan Court Menasha, WI 54952	Wilbur A. Sarino Maria P. Sarino	2448 Whistling Swan Court Menasha, WI 54952	Woodland Hills Lot 44	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	140.90 140.90 140.90 140.90 1.00	\$4,196.55 \$2,254.40 \$140.90 \$704.50 \$750.00 \$8,006.35

PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT/ LUMP SUM	TOTAL ASSESSMENTS
7-00700-45	1017 Kernan Avenue Menasha, WI 54952	Steven C. Sadowski	1017 Kernan Avenue Menasha, WI 54952	Woodland Hills Lot 45	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	159.99 159.99 159.99 159.99 1.00	\$4,719.71 \$2,559.84 \$159.99 \$799.95 \$750.00
32								\$3,989.49
7-00700-46	1025 Kernan Avenue Menasha, WI 54952	Amy Basten	1025 Kernan Avenue Menasha, WI 54952	Woodland Hills Lot 46	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	120.22 120.22 120.22 120.22 1.00	\$3,546.49 \$1,923.52 \$120.22 \$601.10 \$750.00
33								\$6,941.33
7-00700-47	1033 Kernan Avenue Menasha, WI 54952	James E. Hickman	1033 Kernan Avenue Menasha, WI 54952	Woodland Hills Lot 47	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	120.22 120.22 120.22 120.22 1.00	\$3,546.49 \$1,923.52 \$120.22 \$601.10 \$750.00
34								\$6,941.33
7-00700-48	1041 Kernan Avenue Menasha, WI 54952	Woodland Developments LLC	N319 Brezewood Drive Appleton, WI 54915	Woodland Hills Lot 48	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	109.36 109.36 109.36 109.36 1.00	\$3,226.12 \$1,749.76 \$109.36 \$546.80 \$750.00
35								\$31,282.04
7-00700-49	2484 Whistling Swan Court Menasha, WI 54952	Uecker Development LLC	W4954 Highland Road Kaukauna, WI 54130	Woodland Hills Lot 49	Sanitary Sewer, Storm Sewer, Water Main, Street Grading and Gravelling	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00 \$24,900.00	185.30 185.30 185.30 185.30 1.00 1.00	\$5,466.35 \$2,964.80 \$185.30 \$926.50 \$750.00 \$24,900.00
36								\$10,292.95
7-00700-50	1048 Kernan Avenue Menasha, WI 54952	Jeremey A. Olmsted Lori L. Olmsted	N9121 Kernan Avenue Appleton, WI 54915	Woodland Hills Lot 50	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	197.85 197.65 197.65 197.65 1.00	\$5,630.68 \$3,162.40 \$197.65 \$988.25 \$750.00
37								\$10,928.98

PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT LUMP SUM	TOTAL ASSESSMENTS
7-00700-51	1032 Kernan Avenue Menasha, WI 54952	James H. Milner Patricia G. Milner	1032 Kernan Avenue Menasha, WI 54952	Woodland Hills Lot 51	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	95.00 95.00 95.00 1.00	\$2,802.50 \$1,520.00 \$95.00 \$475.00 \$750.00
38								\$5,642.50
7-00700-52	1016 Kernan Avenue Menasha, WI 54952	Brian R. Burmeister Alexandra M. Burmeister	1016 Kernan Avenue Menasha, WI 54952	Woodland Hills Lot 52	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	100.00 100.00 100.00 100.00 1.00	\$2,950.00 \$1,600.00 \$100.00 \$500.00 \$750.00
39								\$5,900.00
7-00700-53	1000 Kernan Avenue Menasha, WI 54952	Anubhuti Varma	1000 Kernan Avenue Menasha, WI 54952	Woodland Hills Lot 53	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	161.02 161.02 161.02 161.02 1.00	\$4,750.09 \$2,576.32 \$161.02 \$805.10 \$750.00
40								\$9,942.53
7-00700-54	2412 Woodland Hills Drive Menasha, WI 54952	Richard A. Schultz Tara J. Schultz	2412 Woodland Hills Drive Menasha, WI 54952	Woodland Hills Lot 54	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	145.26 145.26 145.26 145.26 1.00	\$4,285.17 \$2,324.16 \$145.26 \$726.30 \$750.00
41								\$8,230.89
7-00700-55	2404 Woodland Hills Drive Menasha, WI 54952	Joanne B Mjos Survivor's Trust	321 E. Crossing Meadows Ln Appleton, WI 54913	Woodland Hills Lot 55	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	181.49 181.49 181.49 181.49 1.00	\$5,355.96 \$2,903.84 \$181.49 \$907.45 \$750.00
42								\$10,096.74
7-00700-56	2383 Trumpeter Swan Lane Menasha, WI 54952	Greg W. Moore Roberta T. Moore	2383 Trumpeter Swan Lane Menasha, WI 54952	Woodland Hills Lot 56	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	165.00 165.00 165.00 165.00 1.00	\$4,867.50 \$2,540.00 \$165.00 \$825.00 \$750.00
43								\$9,247.50

PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT/ LUMP SUM	TOTAL ASSESSMENTS
7-00700-57	2391 Trumpeter Swan Lane Menasha, WI 54952	David E. Naden Linda Naden	2391 Trumpeter Swan Lane Menasha, WI 54952	Woodland Hills Lot 57	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	180.17 180.17 180.17 1.00	\$5,315.02 \$2,882.72 \$180.17 \$900.85 \$750.00 \$10,028.76
44								
7-00700-58	2399 Trumpeter Swan Lane Menasha, WI 54952	Gary M. Simo Deborah J. Simo	2399 Trumpeter Swan Lane Menasha, WI 54952	Woodland Hills Lot 58	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	120.00 120.00 120.00 120.00 1.00	\$3,540.00 \$1,920.00 \$120.00 \$600.00 \$750.00 \$6,930.00
45								
7-00700-59	2407 Trumpeter Swan Lane Menasha, WI 54952	David E. Miller Tineka M. Miller	2407 Trumpeter Swan Lane Menasha, WI 54952	Woodland Hills Lot 59	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	118.56 118.56 118.56 118.56 1.00	\$3,497.52 \$1,896.96 \$118.56 \$592.80 \$750.00 \$6,855.84
46								
7-00700-60	2415 Trumpeter Swan Lane Menasha, WI 54952	Michael W. Johns Jacqueline A. Johns	2415 Trumpeter Swan Lane Menasha, WI 54952	Woodland Hills Lot 60	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	161.08 161.08 161.08 161.08 1.00	\$4,751.86 \$2,577.28 \$161.08 \$805.40 \$750.00 \$9,045.62
47								
7-00700-61	1064 Kerman Avenue Menasha, WI 54952	James M. Longo Mary Jane Longo	PO Box 1696 Appleton, WI 54912	Woodland Hills Lot 61	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	275.57 275.57 275.57 275.57 1.00	\$8,129.32 \$4,409.12 \$275.57 \$1,377.85 \$750.00 \$14,941.86
48								
7-00700-62	2432 Trumpeter Swan Lane Menasha, WI 54952	Gloss Construction, Inc.	42 Brentwood Lane Appleton, WI 54915	Woodland Hills Lot 62	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	133.12 133.12 133.12 133.12 1.00	\$3,927.04 \$2,129.92 \$133.12 \$665.60 \$750.00 \$7,605.68
49								

PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT LUMP SUM	TOTAL ASSESSMENTS
7-00700-63	2424 Trumpeter Swan Lane Menasha, WI 54952	William M. Bohn Teri B. Bohn	2424 Trumpeter Swan Lane Menasha, WI 54952	Woodland Hills Lot 63	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	99.82 99.82 99.82 99.82 1.00	\$2,944.69 \$1,597.12 \$99.82 \$499.10 \$750.00 \$5,890.73
7-00700-64	2416 Trumpeter Swan Lane Menasha, WI 54952	John R. Spencer Susan A. Spencer	2416 Trumpeter Swan Lane Menasha, WI 54952	Woodland Hills Lot 64	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	103.17 103.17 103.17 103.17 1.00	\$3,043.52 \$1,650.72 \$103.17 \$515.85 \$750.00 \$6,063.26
7-00700-65	2408 Trumpeter Swan Lane Menasha, WI 54952	Michael L. Weller Peggy E. Weller	3508 S. Whip-Poor-Will Lane Appleton, WI 54915	Woodland Hills Lot 65	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$29.50 \$16.00 \$5.00 \$750.00	140.28 140.28 140.28 140.28 1.00	\$4,138.26 \$4,138.26 \$2,244.48 \$701.40 \$750.00 \$11,872.40
7-00700-66	2400 Trumpeter Swan Lane Menasha, WI 54952	Daniel Regal	2400 Trumpeter Swan Lane Menasha, WI 54952	Woodland Hills Lot 66	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	100.15 100.15 100.15 100.15 1.00	\$2,954.43 \$1,602.40 \$100.15 \$900.75 \$750.00 \$5,907.73
7-00700-67	2392 Trumpeter Swan Lane Menasha, WI 54952	James W. Thunes Kathleen M. Thunes	2392 Trumpeter Swan Lane Menasha, WI 54952	Woodland Hills Lot 67	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	100.15 100.15 100.15 100.15 1.00	\$2,954.43 \$1,602.40 \$100.15 \$900.75 \$750.00 \$5,907.73
7-00700-68	2384 Trumpeter Swan Lane Menasha, WI 54952	John A. Albright Trust Patricia M. Albright Trust	2384 Trumpeter Swan Lane Menasha, WI 54952	Woodland Hills Lot 68	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	120.26 120.26 120.26 120.26 1.00	\$3,547.67 \$1,924.16 \$120.26 \$601.30 \$750.00 \$6,943.39

PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT/ LUMP SUM	TOTAL ASSESSMENTS
7-00700-69	2376 Trumpeter Swan Lane Menasha, WI 54952	Ryan Hall Melissa A. West	2376 Trumpeter Swan Lane Menasha, WI 54952	Woodland Hills Lot 69	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	131.66 131.66 131.66 131.66 1.00	\$3,883.97 \$2,106.56 \$131.66 \$658.30 \$750.00 \$7,530.49
7-00700-70	2388 Woodland Hills Drive Menasha, WI 54952	John D. Swanson Jr. and Suzan	2388 Woodland Hills Drive Menasha, WI 54952	Woodland Hills Lot 70	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	244.96 244.96 244.96 244.96 1.00	\$7,226.32 \$3,919.36 \$244.96 \$1,224.80 \$750.00 \$13,365.44
7-00700-71	Woodland Hills Drive Menasha, WI 54952	Woodland Development LLC	N319 Breezewood Drive Appleton, WI 54915	Woodland Hills Lot 71	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk Sanitary Sewer, Storm Sewer, Water Main, Street Grading and Gravelling	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00 \$24,900.00	71.27 71.27 71.27 71.27 1.00 1.00	\$2,102.47 \$1,140.32 \$71.27 \$356.35 \$750.00 \$24,900.00 \$29,320.41
58								

Ribblesdale									
PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT LUMP SUM	TOTAL ASSESSMENTS	
7-00801-01	1117 Kernan Avenue Menasha, WI 54952	Robert L. Docter Judith M. Docter	1117 Kernan Avenue Menasha, WI 54952	Ribblesdale Subdivision Lot 1	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	90.00 90.00 90.00 90.00 1.00	\$2,855.00 \$1,440.00 \$90.00 \$450.00 \$750.00 \$5,385.00	
7-00801-02	1111 Kernan Avenue Menasha, WI 54952	Dennis Bialecki Mary Beth Bialecki	1111 Kernan Avenue Menasha, WI 54952	Ribblesdale Subdivision Lot 2	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	90.00 90.00 90.00 90.00 1.00	\$2,855.00 \$1,440.00 \$90.00 \$450.00 \$750.00 \$5,385.00	
7-00801-03	1105 Kernan Avenue Menasha, WI 54952	David A. Peterson Trust Karen A. Peterson	1105 Kernan Avenue Menasha, WI 54952	Ribblesdale Subdivision Lot 3	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	90.57 90.57 90.57 90.57 1.00	\$2,671.82 \$1,449.12 \$90.57 \$452.85 \$750.00 \$5,414.36	
7-00801-04	1089 Kernan Avenue Menasha, WI 54952	Richard J. Lynch Cheryl A. Lynch	1083 Kernan Avenue Menasha, WI 54952	Ribblesdale Subdivision Lot 4	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	68.92 68.92 68.92 68.92 1.00	\$2,033.14 \$1,102.72 \$88.92 \$344.60 \$750.00 \$4,299.38	
7-00801-05	1083 Kernan Avenue Menasha, WI 54952	Richard J. Lynch Cheryl A. Lynch	1083 Kernan Avenue Menasha, WI 54952	Ribblesdale Subdivision Lot 5	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	103.00 103.00 103.00 103.00 1.00	\$3,038.50 \$1,648.00 \$103.00 \$515.00 \$750.00 \$6,054.50	
7-00801-06	1077 Kernan Avenue Menasha, WI 54952	William S. Boyd II Nicole M. Boyd II	1077 Kernan Avenue Menasha, WI 54952	Ribblesdale Subdivision Lot 6	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	103.00 103.00 103.00 103.00 1.00	\$3,038.50 \$1,648.00 \$103.00 \$515.00 \$750.00 \$6,054.50	

PARCEL ID	PROPERTY ADDRESS	PROPERTY OWNER	OWNERS ADDRESS	LEGAL DESCRIPTION	ASSESSABLE ITEMS	ESTIMATED UNIT COST	FRONT FOOT LUMP SUM	TOTAL ASSESSMENTS
7-00801-07	1071 Kernan Avenue Menasha, WI 54952	Kirt M. Hoffmann Molly L. Hoffmann	N9170 Hoffmann Court Menasha, WI 54952	Ribblesdale Subdivision Lot 7	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	157.06 157.06 157.06 1.00	\$4,633.27 \$2,512.96 \$157.06 \$785.30 \$750.00 \$8,838.59
7-00801-08	1065 Kernan Avenue Menasha, WI 54952	Jeffrey J. Promer Patricia A. Promer	1065 Kernan Avenue Menasha, WI 54952	Ribblesdale Subdivision Lot 8	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	108.20 108.20 108.20 108.20 1.00	\$3,191.90 \$1,731.20 \$108.20 \$541.00 \$750.00 \$6,322.30
7-00801-09	1118 Kernan Avenue Menasha, WI 54952	Randy D. Heule Linda J. Heule	1118 Kernan Avenue Menasha, WI 54952	Ribblesdale Subdivision Lot 9	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	98.50 98.50 98.50 98.50 1.00	\$2,905.75 \$1,576.00 \$88.50 \$492.50 \$750.00 \$5,822.75
7-00801-10	1112 Kernan Avenue Menasha, WI 54952	Dennis H. Zeilnske Cindy L. Zeilnske	1112 Kernan Avenue Menasha, WI 54952	Ribblesdale Subdivision Lot 10	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	98.50 98.50 98.50 98.50 1.00	\$2,905.75 \$1,576.00 \$88.50 \$492.50 \$750.00 \$5,822.75
7-00801-11	1106 Kernan Avenue Menasha, WI 54952	Gary J. Behnke Susan M. Behnke	1106 Kernan Avenue Menasha, WI 54952	Ribblesdale Subdivision Lot 11	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	95.51 95.51 95.51 95.51 1.00	\$2,817.55 \$1,528.16 \$95.51 \$477.55 \$750.00 \$5,668.77
7-00801-12	1100 Kernan Avenue Menasha, WI 54952	Jerome F. Smith Kathleen A. Smith	1100 Kernan Avenue Menasha, WI 54952	Ribblesdale Subdivision Lot 12	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	359.25 359.25 359.25 359.25 1.00	\$10,597.88 \$5,748.00 \$359.25 \$1,796.25 \$750.00 \$19,251.38
7-00735-00	6931 Manitowoc Road Menasha, WI 54952	Jonen Family Limited Partners	1535 Plank Road Menasha, WI 54952	SEC 7 T20N R18E com at SE corner of NE-SE of SEC 7 T20N R18E the POB th W 735.24', th N 1020.88', th E 184.40', th N to a part that is 238' S of CL of Man Rd	4" Asphalt Pavement Concrete Curb & Gutter Street Tree Engineering, Admin., Etc. Concrete Walk	\$29.50 \$16.00 \$1.00 \$5.00 \$750.00	108.75 108.75 108.75 108.75 1.00	\$3,208.13 \$1,740.00 \$108.75 \$543.75 \$750.00 \$6,350.63

Mark Radtke

From: Kathryn Neuberger [kneuberger563@sbcglobal.net]
Sent: Thursday, March 03, 2011 2:29 PM
To: Mark Radtke
Cc: Kevin Benner
Subject: sidewalk in Woodland Hills Subdivision

To the City of Menasha Council Members -

We own lots 8 and 28 in Woodland Hills Subdivision. As we are unable to appear at the hearing on Monday night, I'm emailing so we have some input into your decision-making.

We are opposed to having sidewalk put on our property. When we purchased five lots in the city of Menasha, our intention was to move to the area, build our home on one lot, and build spec homes on the others (we have a home building business in Fort Atkinson). Since the recession intervened, we have had to put the lots on the market, lot 8 and lot 28 being two of our remaining three.

Because we haven't been able to relocate to the area, having the responsibility of shoveling snow and clearing ice would be a huge responsibility, both from a physical and monetary standpoint. Even though we aren't living in the community, and use none of the services associated with the privilege of living there, we are obligated to pay full property taxes on the land. The sidewalk would be one more expense we are finding difficult to cover as time goes on.

Please consider our situation as you make your decision. Thank you. - Fred and Kathy Neuberger

Mark Radtke

From: John Albright [jalbright5305@yahoo.com]
Sent: Tuesday, March 01, 2011 7:32 PM
To: Kevin Benner; Mark Radtke
Subject: Street - Sidewalk Construction Woodland Hills

Gentlemen:

We **Do Not Agree** with your sidewalk assessment of the Woodland Hills subdivision. We should not have to pay for another persons property improvement, it is not even on our street.

We feel that it is unfair to charge us to add property value to other houses in our sub-division. If these people get an increased property value then we feel they should pay for that improvement.

Please advise us of your decision!

John and Pat Albright
2384 Trumpeter Swan Lane
Menasha, WI. 54952

PH: 920-428-2225

City of Menasha Community Map

Legend

-  Signalized Intersections
-  4-Way Stops
-  Transit Stops
-  Bus Stop Shelter
-  Ramp Used at Bus Stop
-  Proposed Pedestrian Overpass
-  Existing Pedestrian Overpass
-  Parks and Public Lands
-  Public Schools
-  City Limits

Bike/Pedestrian Facilities

-  Off-Road Hard Surface
-  On-Street Route
-  Future Off-Road Hard Surface
-  Future On-Street Route

Speed Limits

-  35 mph
-  30 mph
-  15 mph
-  10 mph

Road Type

-  City Streets
-  County Highways
-  State Highways
-  Federal Highways

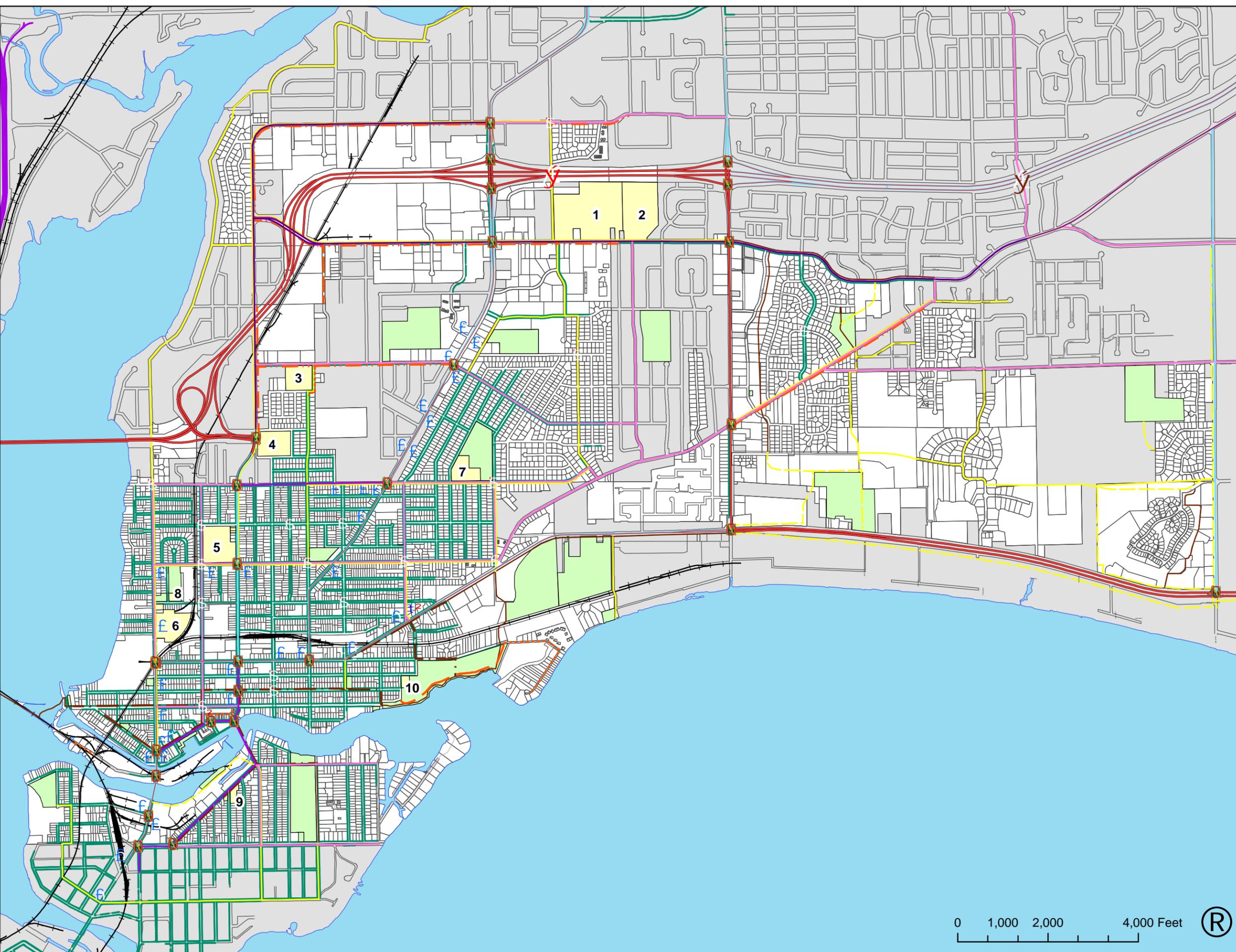
Functional Class

-  Collector
-  Minor Arterial
-  Principal Arterial
-  Sidewalks

Public School Facilities

- 1 - UW-Fox Valley
- 2 - Maplewood Middle School
- 3 - Gegan Elementary School
- 4 - Calder Stadium
- 5 - Menasha Senior High
- 6 - Butte des Morts Elementary School
- 7 - Clovis Grove Elementary School
- 8 - Banta Administration Building
- 9 - Nicolet Elementary School
- 10 - Jefferson Elementary School

0 1,000 2,000 4,000 Feet



DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MENASHA, WISCONSIN,

AND

CYPRESS HOMES AND REALTY, INC.

DATED AS OF MARCH ____, 2011

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ___ day of March 2011, by and between the CITY OF MENASHA, Wisconsin, a Wisconsin municipal corporation with its principal offices located at 140 Main St., Menasha, Wisconsin 54952 (hereinafter "CITY"), and CYPRESS HOMES AND REALTY, INC., a Wisconsin corporation with its principal offices located at 1500 W. College Avenue, Ste A, Appleton, WI 54914 (hereinafter "DEVELOPER").

RECITALS

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

ARTICLE I

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

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

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

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

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

"DEVELOPMENT AREA 'D'" – An area consisting of approximately 5 acres located in the NW ¼ of the NE ¼ of Section 17, T20N, R17E and proposed CITY of Menasha Tax Incremental Financing District # 12 attached as **EXHIBIT A**, the actual area of which is to be determined via a Certified Survey Map pursuant to Section 3.02.1

“DEVELOPMENT IMPROVEMENTS” - Means structures, buildings and accoutrements constructed by DEVELOPER in compliance with Implementation Plans comprised of the following:

- Residential condominium development within Development Area “D” comprised of not less than 16 single family residential units with an estimated improved value of \$2.8 million.

“DEVELOPMENT PROPERTY” - means Development Area “D.”

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

“INFRASTRUCTURE” – Public and Private Infrastructure.

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

“PERFORMANCE INCENTIVE” – Payment of Available Tax Increment to the DEVELOPER as provided in this AGREEMENT.

“PUBLIC IMPROVEMENTS” – The road improvements, curb and gutter, storm water drainage ponds and other public facilities normally provided by or required by local governments fronting the Development Property whether in place or to be constructed or upgraded in conjunction with the development contemplated in the Concept Plan, including storm water management ponds, but specifically excluding Infrastructure.

“PUBLIC INFRASTRUCTURE”– Those Public Improvements that will be the responsibility of the DEVELOPER as more particularly described in **EXHIBIT** [insert] (attached) and shall include, without limitation, improvements necessary to provide adequate access, sanitary sewer service, storm sewer, water mains and any appurtenances associated with these facilities, storm water drainage, street base course, temporary asphalt paving consisting of at least a two inch binder course, street lighting, pedestrian facilities, trails, sidewalks or other public utility improvements to the Development Property that have been constructed by DEVELOPER and dedicated to the CITY under this AGREEMENT.

“PRIVATE INFRASTRUCTURE” – Site grading in accordance with an approved grading and drainage plan, sanitary sewer laterals, potable water laterals and other facilities owned, constructed and maintained by DEVELOPER to service the Development Improvements from the Public Improvements or Private Infrastructure described more particularly in **EXHIBIT** [insert].

“TID # 12” means CITY of Menasha Tax Incremental District Number 12 and project

plan created by CITY in accordance with Section 5.02.3 hereinafter.

ARTICLE II

OVERVIEW OF THE PROJECT

SECTION 2.01 The Project consists of residential condominium development resulting in the creation of not less than 16 single family residential units. Construction is to begin by June 1, 2011 with an expected completion date of December 31, 2017. Upon completion, the Development Improvements will have a value of at least \$2.8 million.

ARTICLE III

DEVELOPER OBLIGATIONS

SECTION 3.01 Acquisition of Development Areas. Upon completion of the pre-closing conditions but in no case later than June 1, 2011, DEVELOPER shall acquire fee simple title to Development Area "D."

SECTION 3.01.1 CITY shall transfer the Real Estate to DEVELOPER by warranty deed for \$17,000 per acre subject to the terms and conditions of this AGREEMENT and a separate Real Estate Purchase Agreement to be executed by the parties [insert condition/date]. The Real Estate Purchase Agreement shall provide that DEVELOPER shall pay 8% of the purchase price at closing and DEVELOPER shall execute a Promissory Note in favor of CITY in the amount of the purchase price less the 8% paid at closing with interest at 3.25%. Equal installment payments on the Promissory Note shall be due 12/31/2011, 12/31/2012, 12/31/2013 and 12/31/2014.

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

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

SECTION 3.01.3 Closing Date. The closing date for the transfer of the Real Estate shall be on or before June 1, 2011 for Development Area "D" and shall be held at the office of the City Attorney, City Hall, 140 Main Street, Menasha, Wisconsin

or where the parties may otherwise agree.

SECTION 3.01.4 The Real Estate shall be conveyed “as is.” The CITY is not responsible for any subsequent remediation, demolition, underground debris, or other clean up costs after conveyance.

SECTION 3.02 DEVELOPER’s Covenant to Develop. DEVELOPER agrees and covenants to use its best efforts to proceed with due diligence to complete the Development substantially in accordance with the Concept Plan and Implementation Plans which plans and specifications shall be subject to such review and approval by the CITY as may be normal, customary or required in order to proceed with the Development in accordance with all applicable rules, codes, regulations, ordinances and laws. The DEVELOPER shall cause IMPROVEMENTS to the DEVELOPMENT AREAS to create a value of not less than \$2.8 million. The cost for such improvements shall include Development hard and soft costs, site clearance and preparation and costs associated with the construction of single family condominium housing units. DEVELOPER shall be required to complete construction of the Development by December 31, 2017.

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

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

SECTION 3.05 Public Infrastructure. DEVELOPER shall in connection with and during the construction of the Development undertake at its expense, design and construction of Public Infrastructure in accordance with City of Menasha specifications as furnished to the DEVELOPER by the Menasha Department of Public Works. The Public Infrastructure shall be undertaken consistent with the overall schedule of construction for the Development and shall be completed upon substantial completion of the Development. The Public Infrastructure shall be funded solely by the DEVELOPER. Improvements designed and constructed by the CITY such as curb and gutter and final paving may be specially assessed or otherwise charged against the benefitting properties within the Development, including lots owned by the DEVELOPER at the sole discretion of the CITY.

SECTION 3.06 Private Infrastructure. DEVELOPER shall in connection with and during the construction of the Development undertake at its expense, design and construction of Private Infrastructure in accordance with the approved IMPLEMENTATION PLAN.

SECTION 3.07 Easements. DEVELOPER shall grant the CITY or any public utility such easements as reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other need necessary to effectuate the

Development in accordance with approved plans at no cost to the CITY.

SECTION 3.08 Record Retention. DEVELOPER understands and acknowledges that the CITY is subject to Public Records Law of the State of Wisconsin. As such, DEVELOPER agrees to retain all records as defined by Wisconsin Statute §19.35(2) applicable to this AGREEMENT for a period of not less than seven (7) years. DEVELOPER agrees to assist the CITY in complying with any public records request that they receive pertaining to this AGREEMENT. DEVELOPER agrees to indemnify and hold the CITY, their officers, employees and authorized representatives harmless for any liability, including without limitation, reasonable attorney fees relating to or in any way arising from DEVELOPER's actions or omissions which contribute to the Indemnified Party's inability to comply with the Public Records Law. In the event DEVELOPER decides not to retain its records for a period of seven (7) years, then it shall provide written notice to the CITY whereupon the CITY shall take custody of said records assuming such records are not already maintained by the CITY. This provision shall survive termination of this AGREEMENT.

SECTION 3.09 Repair and/or Replacement of Infrastructure. DEVELOPER shall repair and/or replace any damaged CITY infrastructure or other CITY property that may occur as a result of the Development.

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

ARTICLE IV

CITY OBLIGATIONS

SECTION 4.01 The CITY shall be responsible for the installation of curb and gutter and final paving, which will not be constructed earlier than one (1) winter season following completion of the development project. The CITY, in its sole discretion, may assess each property/lot owner the cost and expenses associated with these public improvements in accordance with CITY ordinances and state statutes.

SECTION 4.02 Provision of Tax Increment Financial Incentive. In order to induce DEVELOPER to undertake the DEVELOPMENT within proposed TID #12, the DEVELOPER has requested and the CITY may be required to make available financial incentive to the DEVELOPER in a total amount not to exceed \$175,000, for the purpose of implementing the proposed TID #12 Project Plan and this AGREEMENT (the "CITY Contribution"). The CITY Contribution is made pursuant to Sections 66.1105(2)(f)1 of the Wisconsin Statutes, and shall be made available in the amount as follows:

SECTION 4.02.1 DEVELOPER agrees to advance funds for project costs, including costs associated with the installation of the Public Infrastructure. The CITY shall pay the DEVELOPER financial incentive under the terms of this AGREEMENT with funds to be made available upon verification of the Tax Increment increase as defined below.

SECTION 4.02.5 Earned financial incentive based on AVAILABLE TAX INCREMENT may be distributed to the DEVELOPER according to the schedule set forth herein when and only when the 10th residential unit in Development Area "D" is completed and certificate of occupancy have been issued: DEVELOPER to be paid an annual payment made on or before September 1, commencing in

2013, equal to 75% of AVAILABLE TAX INCREMENT received by CITY until \$175,000 is paid out or until 2018, whichever occurs first.

SECTION 4.02.6 CONDITIONS TO PAYMENT OF CITY CONTRIBUTION

If on or before December 31, 2017, the DEVELOPER has not met the Minimum Development or threshold value of \$2.8 million, the CITY shall not be required to continue to pay DEVELOPER the City contribution.

SECTION 4.02.7 No City contribution to DEVELOPER provided for in this AGREEMENT shall be paid or deemed due and owing to DEVELOPER for any year in which any property tax pertaining to the Development Property or any portion thereof which is under the ownership and control of the DEVELOPER, is not timely paid. In the event of any delinquency the CITY may give the DEVELOPER 30 days to cure. If the DEVELOPER fails to cure, the City contribution shall be withheld in that year. Nothing in this AGREEMENT shall in any way affect the City's right to enforce collection of property taxes in the manner provided by law.

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

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

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

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

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

SECTION 5.02.1 The CITY, at its expense, causing Development Areas "D" to be

split from Lot 2 of the Lake Park Villas subdivision and that part, if any, of Parcel #7-01722-00 comprising the Development Area via Certified Survey Map.

SECTION 5.02.2 Creation of a Mixed Use Tax Incremental Financing District – Proposed TID#12 sufficient to meet obligations under this Agreement.

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

SECTION 5.03.1 Financing Commitment. DEVELOPER shall obtain and provide to the CITY: (1) a written financial commitment from a conventional lender, (2) written construction contract to construct and finance the Development, (3) other written proof of financial resources to construct the Development, or (4) any combination thereof. Said documents shall be acceptable in all respects to the CITY, in the sole and absolute discretion of the CITY Comptroller or other agent for the CITY. DEVELOPER shall have closed the loan, which is the subject of the financing commitment and in connection therewith, DEVELOPER shall have provided copies of the documents to be executed in connection with the construction loan to the CITY Comptroller. DEVELOPER shall provide to the CITY copies of all appraisals and market studies prepared in connection with the financial commitment.

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

SECTION 5.03.3 Financial Statements. DEVELOPER shall have provided to the City Comptroller, audited financial statements (if available, and if audited financial statements are not available, financial statements in a form reasonably acceptable to the City Comptroller) for fiscal years 2009 and 2010 plus two years complete tax returns, including all schedules for DEVELOPER and any successors or assigns or transferees of DEVELOPER and each of the members of any of the foregoing and each member of the Board of Directors (or equivalent) of any of the foregoing. The financial statements must show a financial condition acceptable to the CITY, in the judgment of the CITY Comptroller.

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

SECTION 5.03.5 Within [insert number] days of the execution of this AGREEMENT, DEVELOPER will, at its own cost and expense, prepare and file with the appropriate City offices, a Preliminary Plat pursuant to Sec. 14-1-4 of the City of Menasha Code of Ordinances. DEVELOPER will prepare restrictive covenants regarding home and development standards for the Development Area subject to design and permitting requirements of the CITY.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

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

SECTION 6.01 Each of the parties will use its best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this AGREEMENT.

SECTION 6.02 Each party shall give any notices to, make any filings with, and use its best efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in this AGREEMENT.

SECTION 6.03 DEVELOPER shall not engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business and shall at its own cost and expense, maintain and preserve its business in accordance with prudent business practices.

SECTION 6.04 DEVELOPER will permit representatives of CITY (including legal counsel, accountants, inspectors and consultants) to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of DEVELOPER, to all premises, properties, personnel, books, records (including tax records), contracts, and documents of or pertaining to DEVELOPER's business.

SECTION 6.05 CITY represents and warrants it is a municipality, duly organized and validly existing under the laws of the state of Wisconsin.

SECTION 6.06 DEVELOPER represents and warrants it is a corporation, duly organized and validly existing under the laws of the state of Wisconsin.

SECTION 6.07 CITY and DEVELOPER have full power and authority to execute and deliver this AGREEMENT and to perform their obligations hereunder.

SECTION 6.08 The execution and delivery of this AGREEMENT, the consummation of the transactions contemplated in this AGREEMENT, and the execution and delivery of the documents required to be executed, delivered or acknowledged by DEVELOPER at the closing will not violate any provision of DEVELOPER's articles or bylaws or any applicable statute, rule, regulation, judgment, order or decree of the state of Wisconsin or a court having jurisdiction over DEVELOPER or its properties.

SECTION 6.09 DEVELOPER represents and warrants it has timely filed all tax returns required by law, all tax returns of DEVELOPER are true and correct in all material respects, DEVELOPER has paid all taxes due, except those, if any, currently being contested by it in good faith.

SECTION 6.10 DEVELOPER represents and warrants there is no action, suit, proceeding, claim, arbitration against DEVELOPER, its activities or assets before any court or governmental agency except as disclosed in writing to CITY.

SECTION 6.11 DEVELOPER represents and warrants its balance sheets and statements of income provided for review hereunder are true, correct and complete, and fairly represent the financial condition of DEVELOPER at the date or dates therein indicated and the results of operations for the period or periods therein specified and that there has not been any Material Adverse Change since the Balance Sheet Date.

SECTION 6.12 The Representations and Warranties set forth herein shall be true and correct in all material respects at and as of the Closing Date.

SECTION 6.13 DEVELOPER shall have a continuing obligation to immediately report any material adverse changes in its financial condition to the CITY from the Date of Closing through completion of construction.

ARTICLE VII

POST-CLOSING OBLIGATIONS OF DEVELOPER

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

SECTION 7.02 Public Infrastructure. DEVELOPER shall in connection with and during the construction of the Development Area undertake at its expense, design and construction of Public Infrastructure in accordance with City of Menasha specifications as furnished to the DEVELOPER by the Menasha Department of Public Works. The Public Infrastructure shall be undertaken consistent with the overall schedule of construction for the Development Area and shall be completed upon substantial completion of the Development Improvements. The Public Infrastructure shall be funded solely by the DEVELOPER. DEVELOPER shall be responsible to ensure that Contractors installing such infrastructure comply with and pay prevailing wage rates as set forth by the Wisconsin Department of Workforce Development. Other improvements constructed by the City, including sidewalks, curb and gutter and final paving may be specially assessed or otherwise charged against the benefitting properties within the Development, including lots owned by the DEVELOPER.

SECTION 7.03 DEVELOPER acknowledges that the costs of the public infrastructure contemplated by this AGREEMENT is approximately \$150,000. DEVELOPER pledges that it shall complete the construction of the infrastructure shown on [insert plan name] on or before September 1, 2011. In the event the public infrastructure has not been completed by that date, the parties may either agree to an extension, or the CITY may complete the public infrastructure and assess the costs of the public infrastructure against those portions of the Development Area that are benefitted.

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

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

Improvements.

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

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

SECTION 7.08 DEVELOPER will initiate construction of at least one (1) home no later than June 1, 2011 in Development Area "D" with an expected completion date of November 1, 2011. All Development Improvements must be completed by December 31, 2017.

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

ARTICLE VIII

BUDGET AND BUDGET RECONCILIATION; FINANCIAL REPORTS

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

ARTICLE IX

ASSIGNMENT

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

ARTICLE X

INDEMNITY

SECTION 10.01 DEVELOPER shall indemnify and hold harmless the CITY, its officers,

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

ARTICLE XI

NOTICES

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

To the DEVELOPER: Cypress Homes and Realty, Inc.
1500 W. College Ave., Ste A
Appleton, WI 54914

With a copy to:

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

With a copy to: Greg Keil, Community Development Director
City Hall
140 Main Street
Menasha, WI 54952

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

ARTICLE XII

NONDISCRIMINATION

SECTION 12.01 In the performance of work under this AGREEMENT, the DEVELOPER agrees not to discriminate against any employee or applicant for employment nor

shall the development or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry and that the construction and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

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

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

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

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

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

SECTION 13.06 GOVERNING LAW. This AGREEMENT shall be governed by, enforced and construed in accordance with the domestic laws of the State of Wisconsin.

SECTION 13.07 COUNTERPARTS. This AGREEMENT may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same

instrument.

SECTION 13.08 AMENDMENTS AND WAIVERS. No amendment of any provision of this AGREEMENT shall be valid unless the same shall be in writing and signed by CITY and DEVELOPER. No waiver by any party of any provision of this AGREEMENT or any default, misrepresentation, or breach of warranty shall be valid unless the same shall be in writing and signed by the parties making such a waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

SECTION 13.09 SEVERABILITY. If any provisions of this AGREEMENT shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

SECTION 13.10 RECORDING OF AGREEMENT. The parties hereto agree that the CITY may record this AGREEMENT or a memorandum of this AGREEMENT on the record title to the Real Estate. The DEVELOPER shall upon request of the CITY execute and deliver any such memorandum or other document in connection with such recording.

SECTION 13.11 NO PARTNERSHIP. This AGREEMENT specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.

SECTION 13.12 CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this AGREEMENT. In the event an ambiguity or question of intent or interpretation arises, this AGREEMENT shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this AGREEMENT.

SECTION 13.13 INCORPORATION OF EXHIBITS. The **EXHIBITS** identified in this AGREEMENT are incorporated herein by reference and made a part hereof.

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

CYPRESS HOMES AND REALTY, INC.

By: _____

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MENASHA, WISCONSIN,

AND

THE PONDS OF MENASHA, LLC

DATED AS OF JANUARY ____, 2011

DEVELOPMENT AGREEMENT

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

RECITALS

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

ARTICLE I

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

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

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

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

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

"DEVELOPMENT IMPROVEMENTS" - Means structures, buildings and accoutrements

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

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

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

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

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

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

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

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

“INFRASTRUCTURE” – Public and Private Infrastructure.

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

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

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

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

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

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

ARTICLE II

OVERVIEW OF THE PROJECT

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

ARTICLE III

DEVELOPER OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

CITY OBLIGATIONS

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

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

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

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

SECTION 4.02.2

- PHASE I

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

SECTION 4.02.3

- PHASE II

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

SECTION 4.02.4

- PHASE III

- 12.5% of the EAV

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

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

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

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

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

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

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

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

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

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

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

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

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

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

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

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

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

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

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

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

the CITY, in the judgment of the CITY Comptroller.

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

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

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

POST-CLOSING OBLIGATIONS OF DEVELOPER

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

BUDGET AND BUDGET RECONCILIATION; FINANCIAL REPORTS

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

With a copy to:

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

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

ARTICLE XII

NONDISCRIMINATION

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

ARTICLE XIII

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE PONDS OF MENASHA, LLC

By: _____

By: _____

CITY OF MENASHA

By: _____
Donald Merkes, Mayor

Attest: _____
Deborah A. Galeazzi, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WINNEBAGO)

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

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WINNEBAGO)

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

Notary Public, State of Wisconsin
My Commission: _____

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

APPROVED AS TO FORM:

City Comptroller

Pamela A. Captain, City Attorney

