

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 7, 2011
6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
 - 1. [Proposed Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefited Property \(Ribblesdale and Woodland Hills Subdivision\)](#)
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
- F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
 - 1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. [Administration Committee, 2/21/11](#)
 - 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.](#)
- 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](#)
- H. ITEMS REMOVED FROM CONSENT AGENDA
- 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](#)
 - 2. [Development Agreements between City of Menasha and Cypress Homes and Realty, Inc.](#)
 - 3. [Underground Storage Tanks Insurance Proposal](#)
 - 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](#)

"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."

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)
2. [O-4-11 An Ordinance Relating to Cross Connection Control \(1st appearance\)](#)
(Introduced by Mayor Merkes)
3. [R-8-11 A Resolution Regarding the Official Depositories of the City of Menasha](#)
(Introduced by Ald. Wisneski) (Recommendation of Administration Committee)
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)
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)

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.

L. HELD OVER BUSINESS

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

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](#)

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

O. ADJOURNMENT

MEETING NOTICE
March 21, 2011 - Council Chambers
Common Council – 6:00 p.m.
Administration Committee – 6:30 p.m.
Board of Public Works – 7:00 p.m.

**CITY OF MENASHA
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held on the Proposed Final Resolution Authorizing Public Improvement and Levying Special Assessments Against Benefited Property.

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

A. Improvements

1. 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.

Any interested persons objecting or supporting the proposed resolution are requested to be present at this hearing.

Date of Hearing:	Monday, March 7, 2011
Time of Hearing:	6:00 p.m. or shortly thereafter
Place of Hearing:	Menasha City Hall Council Chambers, 3rd Floor 140 Main Street Menasha, WI 54952

If you have questions, please call (920) 967-3610

Deborah A. Galeazzi, WCMC
City Clerk

Run: Feb. 25 & 28, 2011

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
February 21, 2011
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 8:23 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, Lt. Brunn, DPW Radtke, CDD Keil,
Dpty Treasurer Sassman, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Administration Committee, 2/7/11](#)

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

Motion carried on voice vote.

D. ACTION ITEMS

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

CA/HRD Captain and Dpty Treasurer Sassman explained cities with underground storage tanks are regulated by the DNR. The cities must demonstrate financial ability in the case of leak. In the past the City of Menasha relied on its bond rating to demonstrate financial ability. Since the City's bond rating has dropped another way to demonstrate financial ability is needed. Staff looked at options available and taking out insurance was the most practical. The request went to four insurance companies and three met some or all the specifications. Staff is recommending going with Commerce & Industry-via Chartis as they met the specifications in the request and have the lowest premium. It is suggested to include the terrorist coverage in the insurance. The cost for the insurance has not been budgeted for. DPW Radtke said there are two underground storage tanks at the Public Works Facility and two at the Marina. The cost of the insurance premium for the tanks at PWF could come from the PWF fund and recovered through an additional cost for equipment use. It was suggested the premium for the Marina tanks could be set up the same way.

CA/HRD Captain explained by ordinance the Administration Committee is responsible for making insurance decisions. The Committee will need to select a carrier so staff can move forward on purchasing the insurance.

Moved by Ald. Englebert, seconded by Ald. Roush to approve Underground Storage Tanks Insurance with Commerce & Industry-via Chartis for the amount of \$3,646 including the terrorist coverage for an additional \$90.

Motion carried on roll call 8-0.

2. [Extension of Listing Agreement with Core Development for Lake Park Villas Phase II Vacant Lots](#)

CDD Keil explained the listing agreement is for the vacant 64 lots in Lake Park Villas Phase II. It was asked how the development agreement with The Ponds of Menasha would affect the extension of the listing agreement with Core Development. CDD Keil explained there were two listing contracts with Core Development. One covered the undeveloped land and other the vacant 64 lots of Lake Park Villas Phase II. The development agreements with Lexington Homes, d/b/a The Ponds of Menasha and Cypress Home will result in the sale of all the undeveloped land, and hence there is no need to list that property. Until the discussion of the development agreement with the Ponds of Menasha LLC during the Common Council meeting, staff was unaware that Lexington Homes was interested in being the listing agent for the lots in Phase II.

Moved by Ald. Benner, seconded by Ald. Roush to hold this item.

3. [R-8-11 A Resolution Regarding the Official Depositories of the City of Menasha](#)

Dpty Treasurer Sassman and Mayor Merkes explained this resolution allows the City and Utilities the flexibility to use all financial institutes that have a presence in the City of Menasha. It doesn't change the way business is done. There is no cost to implement.

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

Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Benner, seconded by Ald. Langdon to adjourn at 8:49 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi ,WCMC

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
February 21, 2011
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 8:49 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, Lt. Brunn, DPW Radtke, CDD Keil,
Clerk Galeazzi

C. MINUTES TO APPROVE

1. [February 7, 2011](#)

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

Motion carried on voice vote.

D. ACTION ITEMS

1. [Final Resolution R-9-11 Authorizing Public Improvements and Levying Special Assessments Against Benefited Property – Ribblesdale Subdivision and Woodland Hills Subdivision](#)

DPW Radtke explained this resolution will set the special assessments for the Ribblesdale and Woodland Hills Subdivisions. A public hearing will be held at the Common Council meeting of March 7.

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

Motion carried on voice vote.

2. [Final Resolution R-10-11 Authorizing Public Improvements and Levying Special Assessments Against Benefited Property – Silver Birch Estates Subdivision](#)

DPW Radtke explained this resolution will set the special assessments for the Silver Birch Estates Subdivision. A public hearing is not required as the owner/developer has signed a waiver not requiring a public hearing.

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

Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Zelinski, seconded by Ald. Wisneski to adjourn at 8:53 p.m.

Motion carried on voice vote.

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

Menasha aldermen occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee may be attending this meeting. (No official action of any of those bodies will be taken).

**CITY OF MENASHA
BOARD OF HEALTH
Minutes
1-12-11**

A. Meeting called to order by Chairman C. Rusin at 8:05 AM.

B. Present: Candyce Rusin, Dr. Teresa Rudolph, Susan Nett
Excused: Lori Asmus, Dorothy Jankowski

C. MINUTES TO APPROVE

1. Motion to approve the December 8, 2010 minutes made by T. Rudolph and seconded by C. Rusin. Motion carried.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

1. December 2010 Communicable Disease Report discussed and distributed by S. Nett. T. Rudolph questioned what efforts are being made to reduce the number of Chlamydia cases as every month this is the disease with the highest incident. S. Nett stated that possibly the new partner treatment plan may help with reducing the disease incidence.
2. Seasonal Influenza Update—To date, the health department has given 460 adult doses of flu vaccine that has been purchased. ThedaCare in Waupaca had 75 doses of flu vaccine left and the Menasha Health Department was contacted to see if they could use the vaccine. There was no cost. An employee who lived in the Waupaca area picked up the vaccine. The state also contacted us and gave us an additional 100 doses of adult flu vaccine at no cost. Currently the health department is offering adults seasonal flu vaccine at no cost. The department is advertising on the 211 flu locator website the availability of adult flu vaccine at no cost. C. Rusin suggested contacting the parish nurses and letting them know of the availability of the free vaccine.
3. Emergency Preparedness Grant 2011-- S. Nett provided an update on the preparedness grant. The grant funding will only be for the 1-1-2011 thru 8-9-2011 time period. The funds must be spent in that time frame or be lost.
4. Consolidation Study RFP—S. Nett updated board members on the progress of the consolidation study. Baker/Tilly has been retained by Winnebago County to do the study. It is expected they will have results by April 1. To date, there have been no additional meetings and there have been no requests for information.
5. Ordinance Related to the Keeping of Fowl—S. Nett informed board members that an ordinance regarding having chickens was presented to Administration Committee of the City and was tabled in that committee. The health department was never informed of the ordinance until S. Nett saw it on the agenda for the Administration Committee. C. Rusin stated that when she saw this item on the BOH agenda she started researching this issue and she would have the following concerns: increased probability of rodents, raccoons, fox, and skunks in the area and then who is going to deal with that issue; what happens when the owner no

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longer wants to keep chickens—where would they take them or just lets them go; who is going to determine the minimum structure size to house the chickens and will the structure be approved before the chickens are brought to the site; what will be defined as a fence and enclosed structure; will there be an initial inspection by the health department and then annual inspections thereafter to determine if food is properly stored and the chicken pen is clean; are there any veterinarians in the area who know how to provide care to chickens and could recognize any illnesses that might affect humans; the slaughtering of pets as she believed you couldn't slaughter a pet; if bought as a baby chick, how will the owner know if they have a rooster or hen and if it is a rooster, what will they do then; permission should be gotten from neighbors that abut the property where the chickens will be penned; and what happens if the chicken owner decides to let the chickens out to roam the yard. C. Rusin also stated she is against having chickens in the city. T. Rudolph stated chickens on a farmette out in the country is fine but isn't something that fits in a city location and her concern would be the transmission of diseases that could affect humans. C. Rusin then made a motion to forward the above concerns to the city attorney for consideration when revising the currently tabled proposed ordinance, seconded by T. Rudolph. Motion carried.

E. ACTION ITEMS

1. Review of Parochial School Fees for School Year 2011-2012. S. Nett distributed a listing of current fees for the parochial schools and informed board members that fees should remain the same as this current school year. Staff who provide school services in the school setting are not receiving any pay increases so the hourly rates can remain as they are for the next school year 2011-12. C. Rusin questioned how many hours are actually billed for private school health services. S. Nett said on average approximately \$300-\$400 a year. Motion to keep the parochial school fees the same as the current school year made by T. Rudolph and seconded by C. Rusin. Motion carried.

F. HELD OVER BUSINESS

1. None

G. ADJOURNMENT

1. Motion to adjourn at 9:30 AM made by C. Rusin and seconded by T. Rudolph. Motion carried. Next meeting February 9, 2011.



City Hall Safety Committee Meeting

January 6, 2011

MINUTES

Meeting called to order at 1:20 AM.

Present: Adam Alix, Tom Stoffel, Todd Drew, Tasha Saecker, Kate Clausing, Sue Nett

Excused: Kristi Heim, Pamela Captain

A. Motion to approve the minutes from December 10, 2010 meeting made by T. Saecker second T. Stoffel – Motion carried.

B. Old Business

1. **Library Report** – Report reviewed. A. Alix and T. Saecker to address issues cited in the report. Numerous items completed regarding the Library Walk Thru report. A. Alix could not find any additional information related to the anchors on the public book stacks.
2. **City Hall Door unlocking** – A. Alix stated Maintenance will take care of unlocking doors until further notice.

C. New Business

1. **Monthly Safety Topic distributed** – “Be in the Know of your Rights!” which discussed Employee Right to Know / Hazard Communication was distributed and discussed.
2. **Injury Review**— One injury reported – Employee was on hands and knees under a piece of equipment when he experienced a sharp back pain. Injury unavoidable – recommend stretching prior to awkward work.
3. **Other Items for discussion**- Mayor inquired and requested that discussion be made regarding having safety meetings go to bi-monthly. Committee unanimously agreed that meetings should remain on a monthly basis.

D. Training

1. **Ergonomics Training**- Training to be on January 18, 2010 broken into 2 sessions 10:00am and 1:00pm in the Company E Room.
2. **Bloodborne Pathogens Refresher** – T. Drew to discuss with P. James and have training put on the Intranet, and also to make

available at the library. To be completed with 2 weeks, e-mail shall be sent when available. T. Drew will provide a ergonomics self assessment at the training for employees to evaluate their work stations and return.

3. **Additional Training Suggestions-** No additional items were discussed.

E. Meeting adjourned at 1:55 PM motion made by T. Stoffel seconded T. Saecker

Menasha aldermen occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee may be attending this meeting. (No official action of any of those bodies will be taken).

**CITY OF MENASHA
COMMITTEE ON AGING
January 13, 2011
Minutes**

A. Meeting called to order by Chairman J. Klundt at 7:49 AM.

B. Present: Joyce Klundt, Bob Jankowski, Mary Lueke, Sue Steffen, Roy Rogers, Lee Murphy, Sue Nett, Jean Wollerman.

C. MINUTES TO APPROVE

1. Motion to approve December 9, 2010 minutes made by R. Rogers and seconded by B. Jankowski. S. Steffen requested the date be corrected in Item E.1. to say "retain the same rates for 2011". Motion carried.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

1. Older Adult Program Coordinator J. Wollerman on numbers attending the senior center and YMCA programs and activities in Dec. 2010. The Dec. numbers for the senior center were down 95 visits as compared to Nov. 2010. One of the factors could be the mealsite closing 3 days for the Christmas and New Years holidays. Other items reported included: a VNA donation of \$200 to be used to paint and redecorate the small room in the senior center; various activities held at the senior center and the YMCA; and the new schedule for 2011. The first brat fry of the year will be held on Memorial Day weekend. J. Wollerman requested a need for volunteers to assist with the brat fries. J. Wollerman also discussed volunteers who work an event and the thanks for their service. Currently following the practice of if working the event and doesn't purchase a ticket, the volunteer can still eat the meal but would not be eligible for a door prize. If the volunteer purchased a ticket then the individual would be eligible for a door prize. J. Wollerman questioned if this policy should be changed and the consensus of the committee members was to keep it the same.
2. 2011 Grant Contract with Winnebago County—S. Nett reported the grant contracts with the county were received and awaiting approval by the common council. The grant amounts are the same as 2010 and will be used to offset the cost of the contract with the YMCA.

E. Action Items

1. Volunteer Benefits—J. Wollerman requested this item be held over to the next meeting.
2. Follow-Up Letter – Security Deposit/Rentals—J. Wollerman requested this item be held over to the next meeting.
3. Historical Society – April Meeting Rental. J. Wollerman reported the Historical Society is doing an educational presentation in April and requested to rent space at the senior center for the meeting. J. Wollerman asked committee members if the fee for rental could be waived per the request of the Historical Society. Discussion centered around if fees are waived for one group, how many more requests for a waiver of fees will there be and does there have to be written criteria as to whom fees could be waived. What happens with the

security deposit—do we still ask for a deposit even though the fees are waived. B. Jankowski made a motion to waive the rental fee for the N-M Historical Society for their April meeting event and maintain the security deposit requirement—seconded by R. Rogers. Motion carried.

F. HELD OVER BUSINESS

1. None

G. ADJOURNMENT

Motion to adjourn at 9:10 AM made by B. Jankowski and seconded by R. Rogers. Motion carried. Committee members expressed gratitude to R. Rogers and B. Jankowski for their commitment of time and service to the Committee on Aging. Next Meeting February 10, 2011.

D R A F T
MINUTES OF REGULAR MEETING
ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES
February 17, 2011

Call to order at 4:03 p.m. by President Enos

Present: Eisen, Enos, Murray, Werley, Wicihowski, Wisneski

Absent: Brunette, Derouin

Also present: Director Saecker, K. Seefeldt (Administrative Assistant), Cate Brandt (Head of Circulation Services), Kathy Beson (Head of Children's Services), Joe Bongers (Head of Adult and Technical Services)

Authorization of Bills

1. **Motion** to authorize payment of the February list of bills from the 2011 budget by Werley, seconded by Murray, and carried unanimously.

Consent Business

2. Approve minutes from the Library Board meeting of January 20, 2011
3. Accept minutes from the Ad Hoc Planning Committee meeting of January 26, 2011
4. Approve minutes from the Special Library Board meeting of February 2, 2011

Motion

Motion to approve minutes from the Library Board meeting of January 20 and the Special Board meeting of February 2, 2011 and accept the minutes from the Ad Hoc Planning Committee meeting of January 26, 2011 by Enos, seconded by Wicihowski, and carried unanimously.

Director's Report/Information Items

5. Statistics. We had a 9.3% drop overall in circulation. After two years of record numbers, this is a return to a more normal lending pattern for our library. Discussion ensued. It was recommended that community outreach programs be addressed at a future board meeting. Administrative Assistant Kris Seefeldt was asked to e-mail her statistics report to Board members. This will give them a better opportunity to compare lending statistics on a month-by-month basis.
6. Website Statistics. Director Saecker noted that a large piece of our library's website visits come from her two blogs, which will be moving with her to her new position at Appleton Public Library. Board members should anticipate a decline in February website statistics and then a significant reduction in March when the blogs are moved.
7. Endowment Donations. We received a \$600 donation from Ben and Debbie Adams Charitable Fund with the Community Foundation to support general operations at the library. We also received a \$25 donation from the Fox Valley Weaving Guild for meeting room use.
8. Annual Report. Our annual report to the state is near completion. Director Saecker hopes to have it finished before she leaves on February 25.
9. Diversity Fair. Our Long Range Plan calls for a Diversity Fair in 2011. Because of Director Saecker's upcoming departure, she recommended that the fair be postponed until 2012. Board

members were assured that plans have been made to provide adequate diversity programming this year.

Discussion/Action Items

10. Report from the Ad Hoc Planning Committee. Jill Enos requested that the Board review procedures for hiring an interim director and that they finalize the terms of the contract and rate of pay.

Motion

Motion to adjourn into closed executive session pursuant to WI Statute 19.85(1)(c) for the purpose of considering promotion, compensation or performance evaluation of employees by Werley, seconded by Wisneski. Motion approved on a roll call vote with all members voting aye.

Cate Brandt, Kathy Beson and Joe Bongers left the meeting at 4:20 p.m.

11. Interim Director. Discussion regarding recommendations for hiring an interim director ensued. Compensation was addressed. A consensus was reached on the terms of the contract and an hourly pay range.

Motion

Motion to adjourn the closed session and reconvene in open session at 4:31 p.m. by Werley, seconded by Wisneski. Motion approved on a roll call vote with all members voting aye.

Brandt, Beson and Bongers returned to the meeting.

Motion

Motion to approve offering Paul Nelson the position of interim director at Menasha Public Library within the agreed upon compensation range by Werley, seconded by Murray, and carried unanimously.

12. Mileage Rate. The City decided to set a lower mileage rate for all City employees. The rate set by the state for 2011 is 51 cents per mile. The rate set by the City is 45 cents per mile. Director Saecker recommended that the Library Board agree to approve the lower city rate for library employees.

Motion

Motion to approve use of the City's mileage rate of 45 cents per mile in 2011 by Eisen, seconded by Wicichowski and carried unanimously.

13. Trustee Essentials. This item was tabled and will be discussed at a future meeting.

Announcements

President Enos noted that the Executive Director Search Committee met on February 16. Members of that committee include Sue Werley, Kathy Wicichowski, Cindy Schaefer-Kemps, Jim Englebert, Bob Stanke, Lynn Tungate and Cate Brandt. It was recommended that the interim director be appointed to serve on the committee as well. At their first meeting, the committee updated the Library Director's job description. They plan to address the job posting at their next meeting, scheduled for March 2.

Paul Eisen thanked Director Saecker for the significant contributions she made to the library and community in the time she was here with us. Board members wished her well.

Motion to adjourn the meeting at 4:55 p.m. by Werley, seconded by Wicihowski, and carried unanimously.

Future meeting dates

The next regular board meeting will be held in the Co. E Room on Thursday, March 17, 2011 at 4:00 p.m.

Respectfully submitted,
Paul Eisen, Secretary
Kris Seefeldt, Recording Secretary

D R A F T

Minutes

Elisha D. Smith Public Library

Executive Director Search Committee Meeting

February 16, 2011

Present: Jill Enos, Sue Werley, Cate Brandt, Lynn Tungate, Cindy Schaefer-Kemps, Kathy Wicihowski, Library Director Tasha Saecker

Absent: Bob Stanke, Jim Englebert

Meeting called to order at 5:07 p.m. by Jill Enos.

Discussion/Action Items

1. Committee worked on and updated the library director's job description that will be posted on the web site.

Future Meetings

The next committee meeting will be held on March 2, 2011 at 4:30 p.m. in the Gegan Room.

Adjournment

Motion to adjourn the meeting at 6:37 p.m. by Werley, seconded by Schaefer-Kemps and carried unanimously.

Respectfully submitted,

Kathy Wicihowski, recording secretary

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday January 25, 2011

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

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

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

Minutes of the Regular Meeting and Closed Session of December 28, 2010 were discussed. Motion made by Commissioner Raymond Zielinski, seconded by Commissioner Dale Youngquist to approve the minutes of the Regular Meeting and the minutes of the Closed Session from December 28, 2010. Motion carried unanimously.

Sludge Storage & Spreading. Jeff Steinacher (Steinacher Farms) discussed with the Commission some of the concerns regarding land spreading and building ownership. An aerial map of the area around Greenville was inspected to show the Steinacher property and where a proposed storage building would be located. It was felt an agreement could be structured to have Steinacher Farms own the land with a future availability for the Commission to purchase the land after a couple of years of operations.

Correspondence

The following correspondence was discussed:

- A. December 22, 2010 letter from Kristin Sewall, Menasha Deputy City Clerk to Ray Zielinski.
RE: Re-appointment as Commissioner to the NMSC.
- B. January 5, 2011 letter from Gerry Novotny, Wisconsin DNR to William Zelinski, NMSC President.
RE: Receipt of plan submittal & request for department approval.
- C. January 11, 2011 letter from Dan Olsen, Wisconsin DNR to William Zelinski, NMSC President.
RE: Receipt of Intent to Apply and Priority Evaluation & Ranking forms.

The Commission questioned when the list would be coming out. Tom Kispert reported he thought the list probably comes out in April or May.

- D. January 11, 2011 letter from Randall Much, NMSC Manager to James Savinski, Wisconsin DNR.

RE: Response to notice of noncompliance for mercury exceedance of daily max limit.

Manager Much further discussed mercury limits and the testing being performed in the sewer system will be going to a weekly testing to try to obtain better information on where the mercury is coming from. Manager Much also reported the new DNR representative to the Sewerage Commission will be Mark Stanek who is replacing Jim Savinski who has now retired.

Budget, Finance, Personnel

Accountant Voigt presented the financial statements for the month of December 2010. Accountant Voigt reminded the Commissioners the December Financial Statements reflects no income for operations based on the billing adjustment provided to the contract users. After discussion, motion made by Commissioner Raymond Zielinski, seconded by Commissioner Dale Youngquist to accept the financial statements for the month of December and place it on file. Motion carried unanimously.

Accountant Voigt presented MCO Invoices #15175, #15205, and #15201 in the amounts of \$121,978.82, \$541.85 and \$294.92. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Raymond Zielinski to approve for payment MCO Invoices #15175, #15205, and #15201 and to pay the invoices after February 1, 2011. Motion carried unanimously.

Accountant Voigt presented the Accountants Report for the month of December. Accountant Voigt reported on the reinvestment of maturing CDARS. MCO generated \$7,833 in income to the Commission in December. After discussion of the Accountants Report; motion by Commissioner Dale Youngquist, seconded by Commissioner Raymond Zielinski to accept the Accountants Report for the month of December 2010. Motion carried unanimously.

Attorney John Thiel entered the meeting.

Accountant Voigt presented for payment McMAHON invoices #43646 and #43680 in the amounts of \$9,166.50 and \$2,352.00. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Tim Hamblin to approve for payment invoices #43646 and #43680. Motion carried unanimously.

Operations, Engineering, Planning

Manager Much presented and discussed the operating report for the month of December 2010. The cold weather is causing some problems in using the biogas in the digester. The digester needs to be supplemented with natural gas. This issue will be discussed with staff later this week. The chlorine generation unit normally produces at 0.8% solution; it is currently producing at 0.4%. Systems are being looked at to replace the current unit. The search has been narrowed down to 3 – 4 systems that cost \$200,000 - \$300,000. The next step is to talk directly with people who operate these systems to get their real experiences. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Tim Hamblin to accept the operating report for the month of December 2010. Motion carried unanimously.

Facility Plan. Tom Kispert reported the clean water fund application was sent to the DNR; East Central Regional Planning Commission has the facility plan and is reviewing; will be meeting with staff on Friday (1/28) to discuss the boiler and chlorination system; in addition, on Friday they will also discuss the equipment being replaced.

Controls. We are using the firm of Automation Direct to assist.

GIS. A kick-off meeting was last week. Information was gathered to begin the basic design. The next meeting will be to look at a demonstration; we will use the chlorine system as first item to input and to use as a template.

Old Business

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

Biosolids Management. Chad Olsen reported a meeting was held with the owner of the land located in the Town of Clayton. The property owner expressed an interest in selling the land. Chad also reported on a meeting with the Green Bay MSD. We received a generic terms and conditions from them. We are hoping to receive costs or breakdown of cost; we still have only received a price range of where the costs might be.

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, Tim Hamblin, Kathy Bauer, William Helein. Meeting convened into closed session at 9:14 am.

After discussions, motion made by Commissioner Dale Youngquist, seconded by Commissioner Tim Hamblin to adjourn the closed session and return in regular open session. Motion carried unanimously by Commissioners Raymond Zielinski, Dale Youngquist, Gordon Falck, Tim Hamblin, Kathy Bauer, William Helein. The Commission returned to Regular open session at 10:04 am.

Election of Officers

Motion made by Commissioner Dale Youngquist, seconded by Commissioner William Helein to re-appoint William Zelinski as Commission President. Discussion followed, after discussion Commissioner William Helein withdrew his second, Commissioner Dale Youngquist withdrew his motion. Motion made by Commissioner Dale Youngquist, seconded by Commissioner Gordon Falck to re-elect the current slate of officers. Motion carried unanimously. The officers are:

January 25, 2011
Regular Meeting
Page 4

President – William Zielinski, Vice President – Raymond Zielinski, Secretary/Treasurer – Kathy Bauer.

Vouchers

Motion made by Commissioner Raymond Zielinski, seconded by Commissioner Dale Youngquist to approve operating and payroll fund vouchers #132063 through #132139 in the amount of \$374,786.61 for the month of December. Motion carried unanimously.

Motion made by Commissioner Raymond Zielinski, seconded by Commissioner Dale Youngquist to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 10:15 a.m.

President

Secretary

THE NEXT REGULAR MEETING IS SCHEDULED FOR TUESDAY FEBRUARY 22ND 2011.

CITY OF MENASHA
Parks and Recreation Board
Council Chambers, City Hall – 140 Main Street
February 14, 2011
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. D Sturm at 6:00 p.m.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Ald. Mark Langdon, Sue Pawlowski, Ron Suttner, Lisa Hopwood, and Steve Krueger

MEMBERS EXCUSED: Nancy Barker

OTHERS PRESENT: PRD Tungate, PS Maas, Pete Hensler of Friends of the Fox and Mike Jones of USDA

C. MINTUES TO APPROVE

1. **Minutes of the January 10, 2011 Park Board Meeting**

Moved by R. Suttner, seconded by S. Krueger to approve the January 10, 2011 Park Board meeting minutes. Motion carried 6-0.

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

Five (5) minute time limit for each person.

1. No one spoke.

E. REPORT OF DEPARTMENT HEADS/STAFF/YOUTH LIAISON OR CONSULTANTS

1. **Park Project, Forestry and Vandalism Report – PS Maas**

PS Maas reported no vandalism last month, Marina pier decking project is nearly complete, WDNR Urban Forestry grant has been awarded to the City to assist in the removal of ash trees in poor condition. The grant will also help with replanting efforts. The Board understood and accepted the fact that some ash trees over 20" in diameter will be coming down. R. Suttner commented that he felt the ice rink was well used this winter.

2. **Director's Program and Project Report – PRD Tungate**

PRD Tungate reported on the Winter Gala held on February 5, summer program brochure, softball leagues, seasonal staff hiring and how the State's Stewardship grant program may be altered by the Walker administration. The City is planning to apply for a Stewardship grant for the first phase of the Gilbert site shoreline and trail renovation. PRD Tungate also discussed a new upcoming, three-part youth/adult fishing education series. The programs will be taught by Greg Karch. Different methods of promoting the program were discussed. Board member S. Krueger will assist in the design and distribution of an event poster.

F. DISCUSSION

1. **Presentation and Public Comment Session on City Goose Abatement Plans for 2011 – USDA Representative and PS Maas**

Mike Jones of the U.S. Department of Agriculture presented a program on the Canadian goose and various abatement options for dealing with nuisance populations. PS Maas also summarized the city's history in dealing with geese. Goose excrement is still at unacceptable levels at ball diamond and trail areas in Jefferson Park, as well as in areas near the Memorial Building. Other city owned greenspaces and boat landings have also been negatively impacted.

Funding was included in the 2011 budget to participate in the capture of 100 geese this June while the “resident” birds are in their flightless stage. The processed meat from the captured birds is in high demand. The Board was supportive of this plan and had positive comments about Mr. Jones presentation.

G. ACTION ITEMS

1. Acceptance of Donation for Two Floating Kayak/Canoe Access Docks – Pete Hensler, Friends of the Fox, Fox Cities Greenaways

Pete Hensler, representing the Friends of the Fox organization was present to describe a donation of two floating kayak/canoe access docks to the City. Friends of the Fox will donate one; the second one will be donated by Fox Cities Greenways, Inc. Mr. Hensler explained how the two access sites fit into plans to develop the Fox-Wisconsin River Heritage Parkway Water Trail. The first location in Jefferson Park will be an ideal starting point for the lower Fox River. The launch will be located on the far west end of the park, just south of Green Bay Street. The second access dock will be just east of the Marina. Harbormaster Schabach was consulted on the location. The cost of the two docks is approximately \$4,500. The Park Crew will install the docks in the spring and remove them each fall. After the docks are installed, some type of media coverage will be planned. Moved by R. Suttner, seconded by S. Krueger to accept the donation of two floating kayak/canoe access docks. The motion carried 6-0.

2. Approval of Marina Harbormaster Contract for 2011-2013

The Board reviewed the proposed three year contract with Diane Schabach to continue operating the city’s Marina. CA Captain advised staff that per ordinance, the Board has the authority to approve the Harbormaster contract. Members felt that Diane has done a great job at the Marina and were supportive of her continuing her duties. PRD Tungate stated that Mayor Merkes and CA Captain have reviewed and approved the language in the contract. Chr. D. Sturm and other members felt that the next time the contract is negotiated; the Board would like to be more involved in the process. Moved by S. Krueger, seconded by S. Pawlowski to approve the Harbormaster contract for 2011-2013. Motion carried 6-0.

3. Agreement Between City of Menasha and Neenah/Menasha YMCA for Grunski Runski

Moved by R. Suttner, seconded by S. Krueger to approve a two year agreement with the YMCA on partnering on the operation and promotion of the Otto Grunski Runski and Kids FunRunski. PRD Tungate noted that last year’s event registration increased by over 40%, which was the first year of the agreement with the Y. The motion carried 6-0.

4. Election of Officers

A unanimous ballot was cast to nominate Dick Sturm as Chair and Ron Suttner as Vice-Chair for 2011. The motion carried 6-0.

H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

Five (5) minute time limit for each person

No one spoke.

I. ADJOURNMENT

Moved by R. Suttner, seconded by S. Krueger to adjourn at 7:39 p.m. Motion carried 6-0.



PUBLIC WORKS / PARKS DEPARTMENT SAFETY COMMITTEE
January 28, 2011
MINUTES

Meeting called to order at 9:05 AM

Present: Adam Alix, Todd Drew, Tim Jacobson, Jeff Nieland, Bill Basler, Sr., Brian Tungate, Ken Popelka, Sue Nett, Pamela Captain

Absent: Jim Julius, Corey Gordon, Mark Radtke, Vince Maas

Approval of Minutes – Motion to approve minutes as amended to change the monthly safety topic from the December 21, 2010 meeting made by P. Captain second by A. Alix.

A. Old Business

1. **EOEP Maps** – Jefferson Park Bathhouse – no updated information
2. **Safety Policy Violations** – Continued discussion regarding stepped disciplinary actions for employees who violate safety policy intentionally or by negligence. Possibly including a form or by minutes the consensus of the committee when reviewing the reports. P. Captain stated that it was the expectation of HR that some actions would be taken at the department level.
3. Specific Stations for March 29, 2011 Lifting Training- T. Drew requested that specific stations be determined for practical portion of the training which were discussed and agreed upon as follows:
 - Castings/manhole covers
 - Dumpsters
 - Bulky items (chairs, appliances, portable steps)
 - 5 gallon pails or heavy bags

B. New Business

1. **Monthly Safety Topic** – “Be in the Know of your Rights” regarding Employee Right to Know policy was distributed and discussed.
2. **Injury Review** – One injury reported. Maintenance employee was using a plasma cutter under a truck when a spark landed in his ear. Injury involved medical attention and loss time. Prior to the meeting a new leather protective hood was obtained for use in this application. T. Drew will also address the eye protection shield rating required for this work.
3. **Other new items** – no additional items raised for discussion.

C. Training

1. **Status of Computer Trainings** – T. Drew requested that employees be reminded to complete trainings.
2. **DPW/ Parks Lifting Training** – Committee agreed to training times of 8:00am – 10:00am and 10:00am to 12:00pm or as close to those times as possible.
3. **Items on the 2011 work plan** – T. Drew cited that the 2011 CVMIC work plan included Excavation Training and Confined Space refresher training. Question was raised as to whether the Excavation training which will be conducted by CVMIC would constitute a certifiable competent person training. T. Drew to discuss with B. Rank CVMIC and return in Feb. T. Drew will also review Vehicle Safety / Fleet Safety policy to make sure it meets the intent of another item on the work plan.

D. Adjourn: Motion A. Alix second P. Captain Meeting adjourned at 10:15am

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

February 23, 2011

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 5:00 P.M., with Commissioners Joe Guidote, Don Merkes, and Joanne Roush present on roll call. Also present were Melanie Krause, Co-General Manager/Business Operations; Dick Sturm, Co-General Manager/Engineering and Operations; Kristin Hubertus, Business Operations Accountant; Lonnie Pichler, Electric and Water Distribution Supervisor; Jerry Sturm, Water Plant Supervisor; and John Teale, Technical Services Engineer.

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

Item III. Motion made by Comm. Guidote, seconded by Comm. Roush, was unanimous on roll call to approve the following:

- A. Minutes of the Regular Meeting of January 26, 2011.
- B. Approve and warrant payments summarized by checks dated Feb. 3 - 23, 2011, which includes Net Payroll Voucher Checks, Void O & M Check #041163, and Operation and Maintenance Voucher Checks for a total of \$625,795.37, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call.
- C. Correspondence, as listed:
 - Copy of letter to Menasha Utilities dated January 28, from Larry Landsness, Water Supply Engineer, WDNR, re: Disinfection/Log Removal/Inactivation Credits (UV & CT)
 - Copy of letter to Melanie Krause, Menasha Utilities dated January 31, from Dale Lythjohan, WPPI Energy Executive Committee, re: Selection to Rates & Delivery Services Advisory Group
 - Copy of notice from Customers First! Coalition, re: April 6 POWER Breakfast in Madison
 - Copy of letter to Dan Zelinski, dated February 7, from Dave Rodriguez, Menasha Utilities, re: Response to Public Fire Protection Questions
 - Copy of State Fiscal Year 2011 Update #6 dated February 11
 - Copy of letter to Members of the Joint Committee on Finance, dated February 15, from Scott Meske, MEUW Associate Director, re: Concerns with Certain Provisions of Special Session Senate Bill 11

The Commission congratulated Co-General Manager/Business Operations Krause on her appointment to the WPPI Energy Rates & Delivery Services Advisory Group, and complimented Manager of Customer and Utility Services Rodriguez for the thorough response to Mr. Zelinski regarding his public fire protection questions.

Item IV. December and January Financial and Operations Statements ó Business Operations Accountant Hubertus reviewed the memorandum included in the packet for the month of December representing the year to date activity.

The summary indicated the electric utility had a decrease in consumption compared to budget, the water net operating income was slightly better than budgeted despite the decrease in consumption for all users, and the telecommunications utility was slightly lower than budget for 2010.

Co-General Manager/Business Operations Krause added the audit was completed last week with no adjustments, and Schenck Associates will make their report at the March meeting.

For the month of January the consumption of electricity increased compared to budget. Water usage was down overall, and one of the large industrial customers has changed their operations and will have significantly less water usage going forward resulting in a \$60,000 loss annually that will affect the budget. Chemical costs are over budget due to soda ash and alum usage. In addition, the water loss ratio was high for December and January and is being investigated.

Mike King, Post Crescent, arrived at 5:20 p.m.

Water Plant Supervisor Jerry Sturm reported on the chemical issues and turbidity problems the past two months.

After discussion, the Commission accepted the December and January Financial and Operations Statements as presented.

Item V. Claims Against The Utility ó there were no claims discussed at this meeting.

Item VI. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes. Mr. Jerry Sturm stated the utility tractor price comparisons were updated from last September resulting in a lower price than budgeted. A purchase order will be issued to Swiderski Equipment, Appleton, for a Cub Cadet utility tractor, in the amount of \$17,895.00.

Item VII. Unfinished Business, Update on Menasha Utilities Email System ó Technical Services Engineer Teale reviewed his response to questions raised at the last Commission meeting regarding the proposed change by WPPI Energy from Groupwise Email to Microsoft Hosted Exchange Online Email.

After reviewing options, the recommendation would be to move to the Microsoft Exchange option when WPPI Energy schedules Menasha Utilities for the conversion in April.

The motion by Comm. Guidote, seconded by Comm. Roush, was unanimously approved on roll call to move to the Microsoft Hosted Exchange Online Email through WPPI Energy.

Item VIII. New Business, Sedimentation Basin Scraper Improvements, McMahan Agreement for Professional Services óSupv. Jerry Sturm added the bidding process will be ready next month with a tentative bid opening mid-April.

2010 Raw Water Turbidity Study ó Supv. Jerry Sturm gave an update on turbidity studies done over the past several years with the cities of Appleton and Neenah. It appears to be the location on the lake of the intake that makes the biggest difference.

There is a meeting scheduled with the DNR on March 16 to discuss the sanitary survey results and positions the utility will have to take in the future regarding Phase 2 and Phase 3. An extension to the response date to the sanitary survey will be set at this meeting.

Item IX. Project Reports, UV Certification ó Supv. Jerry Sturm announced the UV system is up and operating, and it is within compliance meeting or exceeding all standards that need to be in place by 2013.

WPPI Energy Transaction ó Mrs. Krause reported there will be a meeting held on Monday with WPPI Energy to review items to be accomplished before April 6.

Mike King, Post Crescent, departed at 6:20 p.m.

Item X. Staff Reports, Co-General Manager/Engineering and Operations ó there were no additional questions to the report presented.

Electric and Water Distribution/Safety Report ó Electric and Water Distribution Supervisor Pichler reported the tree trimming project is going slower than expected due to the weather. He also gave an update on the induction lighting installation and the upcoming Lake Road East project.

Water Plant ó Supv. Jerry Sturm reported the sodium hypochlorite tank replacement is almost completed, and some of the work done by the EMTs was invaluable.

Project Engineer ó there were no additional questions to the report presented.

Telecommunications & Substations ó Mr. Teale stated the wall construction has been completed at the fire station and fiber can be installed.

Mrs. Hubertus added Lakeland College is interested in doing a marketing study for the telecommunications utility probably during the summer semester.

Co-General Manager/Business Operations, Customer and Utility Services, and Energy Services Representative/Key Accounts ó there were no additional questions to the report presented.

Item XI. No one from the Gallery was heard on any items discussed at this Meeting.

Item XII. The motion by Comm. Roush, seconded by Comm. Guidote, was unanimously approved on roll call at 6:35 p.m. to convene into Closed Session pursuant to Section 19.85 (1) (g) of the Wisconsin Statutes for the purpose of 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. RE: Litigation

And motion to convene into Closed Session pursuant to Section 19.85 (1) (c) of the Wisconsin Statutes for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. RE: Review of Co-General Managers

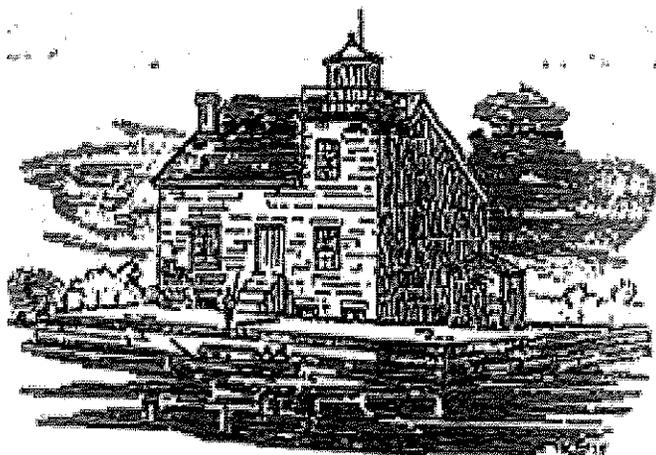
By: MARK L. ALLWARDT
President

JOSEPH P. GUIDOTE
Secretary

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

MENASHA HISTORICAL SOCIETY NEWS

February 2011



The Menasha Lighthouse

Originally in the Twin City News Record – July 1, 1954

It is hard to believe that a century ago there was a lighthouse standing at the entrance of the Fox River at Lake Winnebago on an island that no longer exists.

The island, which, even now, is known as Lighthouse Reef, was designated as the site of the federal lighthouse on April 28, 1852. Territorial Governor Doty, then a Congressman, pushed for the appropriation by the secretary of war of \$5,000.

Rough quarry stone from a stone quarry which is now the swimming pool of Ernest Mahler on Forest Ave. Neenah, was used in the construction of the 20 by 30 foot lighthouse.

The keepers' quarters consisted of the two rooms and closets on the first floor and three rooms on the second. A stone tower facing southeast was the home of the lantern. This was reached by an iron spiral stairway inside the tower.

Ransom and Sweet were the contractors for building the lighthouse and, appropriately enough, a Col. Smoke was the inspector. The wood was furnished by T.M. Noricong of Neenah and the other materials by Reuben Scott of Menasha.

On July 26, 1855, the lighthouse was completed at a cost of about \$6,000 and was put into service with Jerry Crowley as its first keeper. Crowley tried to keep the light glowing but since lighthouse duty was a lonely one, Crowley used to row into Menasha to find companionship in the city's saloons.

One day as Crowley was rowing home to light the lantern in early winter, the ice began to form on the lake. As the boat was moving slowly and the ice was forming faster than Jerry could row, he soon became exhausted fighting the ice.

Soon the ice had surrounded the boat and locked it in. In the morning when Jerry was found, he was practically frozen to death. His fingers and toes were completely frozen and had to be amputated.

The lantern was never lighted again and the little lighthouse soon ended her career sadly. Skaters tore up her wood for firewood and finally in 1880, the skaters set fire to the entire building. After a few hard winters during the '80s the ice had practically demolished the blackened walls and in 1886 nothing remained of the building.

MARCH & APRIL MEETINGS ANNOUNCED

Thursday, March 10, 7:00 p.m. meeting will be held at 400 Ahnaip St., home of the East Central Planning Commission. The office is the new building next to the old Gilbert Paper Co. office. Eric Fowle, Executive Director, will explain the important and interesting services the counties of Calumet, Outagamie, Waupaca, Winnebago, Menominee, Shawano, and Waushara receive from the commission. You will learn about the Niagara Escarpment, long range transportation, bike paths, transit for the elderly, sewer services, land use, storm water management, farmland preservation, the Fox Locks Navigational System, the Ice Age Trail, and many more interesting facts. Refreshments to follow.

Thursday, April 14, 7:00 p.m. will be held at The Senior Center. Plan ahead for a fun filled evening of reminiscing to "Old Tyme Radio" programs.

Thank You

Caryl Herziger recently celebrated her 90th birthday and decided it was time to retire as editor of our newsletter. She has also resigned as a long-time board member. We thank her for many years of dedication to the Menasha Historical Society. If anyone is interested in filling that board vacancy, we would love to hear from you.

Tom Konetzke was able to acquire the 2001-2010 Menasha High School Nicolet yearbooks which we did not have in our possession. We now have a library consisting of yearbooks beginning in 1916, with the exception of 1918 and 1921. If anyone has a copy of either of these two books and would be willing to donate them to the Menasha Historical Society, it would be very much appreciated.

A special thank you to the Appleton Career Academy students, located in Appleton North High School under the direction of Mark Ropella, for their designing and printing of the programs for our annual Christmas dinner. Our theme this year was A "Dairy" Merry Christmas. Some of our members spoke on the history of the dairy industry in Menasha along with several display tables filled with remembrances of the past. After attendee's participation in reminiscing, Mark closed the evening by showing 1930's Christmas cartoons. The Academy is now assisting in designing a new format for our newsletter.

SPOTLIGHT FOR MARCH - ROBERT BEACHKOFSKI

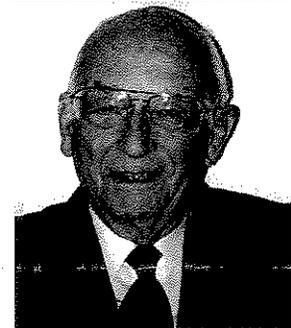
Born in Menasha April 4, 1918 (that makes him almost 93 "astonishing" years old)

At the age of 12 he acquired the "Main Street" paper route with 90 customers and was paid a wage of \$1.10 per week. He delivered the Menasha Record on Water Street, along the Canal and Main Street, for owner Ira H. Clough.

After graduation from Menasha High School, he worked for Menasha Products Company, Marathon Corporation, and American Can Company, retiring in 1980 after 42 years of service. February 22, 1944, during WWII, he served on the US Navy destroyer, (USS Frank Knox DDR-742) as a storekeeper. Upon his honorable discharge on May 20, 1946 he returned to his job at Marathon Corporation. He married Eileen on May 17, 1947 and they produced 4 children and now have 4 grandchildren.

He has seen many changes in the Menasha landscape which will be featured in future newsletters.

For 5 years he faithfully volunteered his services at the Menasha Historical Society. He was responsible for clipping newspaper articles of happenings within the City of Menasha, pasting them in a scrapbook and filing any pictures of interest. He also set up a military file on all Menasha veterans that served in WWII. Due to macular degeneration, he was forced to "retire" at the age of 92 but his pleasant personality, smile, and jokes are sorely missed. However, his keen mind is constantly being "picked apart" to remember what some of us "younger" ones can't. **He is truly a remarkable person!**



Heirloom Recipe - From Nancy Barker

This is my Grandma Stadler's recipe. She came from Bavaria and lived her life on a farm in Darboy.

Kanadles (Bread Dumplings)

- 2 loaves dry bread
- 1 cup milk
- 2 eggs, beaten
- 1 tsp. salt

Dice bread into small squares. Heat but do not boil the milk. Beat the eggs and salt together. Pour the milk and egg mixture over the bread. Mix. If too dry, add another beaten egg. Form into balls slightly bigger than a golf ball. Fry in deep fat until chocolate brown in color. Drain on paper towels. They can be cooled and frozen at this point. If you are going to serve them, cool and then put in boiling water for about seven minutes. Good with chicken and gravy or pork and sweet sour gravy.

WANTED

Grant Writer

"Odds 'n' Ends" (Monday's between 9:00 a.m. - 12:30 p.m. Jobs and hours vary weekly)

Webmaster

Recently the city constructed a long-awaited sign in front of the Memorial Building making the Menasha Historical Society and Isle of Valor more visible to the community and visitors. Our 1/3rd cost was \$350.

Anyone wishing to make a donation toward the sign is greatly appreciated. We are also in need of future funding in order to continue to preserve and display our archives and artifacts and move into the 21st century of technology.

Make checks payable to:

Menasha Historical Society

P.O. Box 255

Menasha, WI 54952

How Many of These do you Remember?

Candy cigarettes

Soda pop machines that dispensed glass bottles

Fibber McGee & Molly

Soda shops with tableside jukeboxes

Blackjack, Clove, and Teaberry chewing gum

Newsreels before the movie

Telephone numbers with a word prefix. University 6- 5521

Party lines with special rings

Dimmer switches on the floor

Lights Out!

Metal ice cubes trays with levers

Mimeograph paper

Roller-skate keys

The Lone Ranger

Studebakers

Henry J's

Washtub wringers

The Fuller Brush Man

Slingshots

The Great Gildersleeves

Tinkertoys Erector Sets

Lincoln Logs

The Shadow



RESOURCE CENTER & MUSEUM

(Located at 640 Keyes Street)

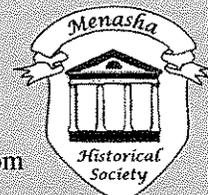
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VICE-PRESIDENT	Katie LaMore
SECRETARY	Dolores Gear
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Paul Brunette	Jean Chew
Tom Konetzke	Dick Loehning
Carol Sweet	

Debbie Galeazzi

From: Kevin Benner
Sent: Thursday, March 03, 2011 3:36 PM
To: Debbie Galeazzi
Subject: FW: Street - Sidewalk Construction Woodland Hills

Hi Debbie,

Could you please put this a communication in the council packet or forward to the alderman.

Thank you,

Kevin Benner
8th District Alderman
920-997-1505

-----Original Message-----

From: Mark Radtke
Sent: Wed 3/2/2011 4:25 PM
To: Kevin Benner
Subject: RE: Street - Sidewalk Construction Woodland Hills

Kevin,

Regarding the sidewalk installation, policies are all over the board. Some communities require walks on all streets, others don't ever require walks. I have been getting some calls and emails from the homeowners in Woodland Hills objecting to the walk assessment. Some of the objections are centered on the use of an area wide assessment for walks that won't be abutting their property (similar to John's below). The other objections are based on their feeling that sidewalks are not needed at all in the subdivision - that this was discussed several years ago when the neighborhood expressed its collective displeasure with the proposed trails in Woodland Hills (which is where we are now proposing walks - along the west side of Kernan Avenue and the south side of Woodland Hills Drive). I was not at those meetings (they involved Parks and Community Development) but it is my understanding that the residents were somewhat in tune with a sidewalk in lieu of trails. Let me know if you have any questions.

Mark

Mark Radtke
Director of Public Works
City of Menasha
Tel. (920) 967-3610
Fax (920) 967-5272
mradtke@ci.menasha.wi.us

-----Original Message-----

From: Kevin Benner
Sent: Wednesday, March 02, 2011 3:57 PM
To: John Albright; Mark Radtke
Subject: RE: Street - Sidewalk Construction Woodland Hills

Greetings John,

Thank you for your comments and concerns. This is a concern almost every time this type of action is taken. As recent as two weeks ago Mark Radtke and I discussed this and it seems that we are consistent with other communities and this appears to be the best overall solution.

If you have any suggestions or know of another community's approach which seems more appealing we are certainly willing to listen and act accordingly.

Thank you again for your thoughts and concerns.

Kindest Regards,

Kevin Benner
8th District Alderman
920-997-1505

-----Original Message-----

From: John Albright [mailto:jalbright5305@yahoo.com]
Sent: Tue 3/1/2011 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 person's 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 subdivision. 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

Debbie Galeazzi

From: Kevin Benner
Sent: Thursday, March 03, 2011 3:35 PM
To: Debbie Galeazzi
Subject: FW: sidewalk in Woodland Hills Subdivision

Hi Debbie,
Could you forward this the alderman or put a communication with the packet.

Thank you,

Kevin Benner
8th District Alderman
920-997-1505

-----Original Message-----

From: Kathryn Neuberger [mailto:kneuberger563@sbcglobal.net]
Sent: Thu 3/3/2011 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

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday February 21, 2011
MINUTES

DRAFT

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, FC Auxier, Lt. Brunn, DPW Radtke, CDD Keil, Dpty Treasurer Sassman, Clerk Galeazzi, Jeff Marlow (Lexington Homes), and the Press

DEPT. HEAD EXCUSED: PHD Nett, PRD Tungate

D. PUBLIC HEARING

None

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

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

No one spoke

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

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

Minutes to receive:

a. [Administration Committee, 2/7/11](#)

b. [Board of Public Works, 2/7/11](#)

c. [Landmarks Commission, 2/9/11](#)

d. [Police Commission, 1/20/11](#)

Communications:

e. [City of Menasha February 15, 2011 Election Results](#)

G. CONSENT AGENDA

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

Minutes to approve:

1. [Common Council, 2/7/11](#)

2. [Special Common Council, 2/16/11](#)

Administration Committee, 2/7/11; recommends approval of:

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

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

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

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

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

Ald. Taylor requested to remove item 6 (2011 Minimum Wage Rates) from the Consent Agenda.

Moved by Ald. Hendricks, seconded by Ald. Zelinski to approve items 1-5.

Motion carried on roll call 8-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

Moved by Ald. Zelinski, seconded by Ald. Wisneski to table item 6 (2011 Minimum Wage Rates) as no action is needed on this item to keep the 2011 Minimum Wage Rate the same as 2010.
Motion carried on voice vote.

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 2/10/11-2/17/11 in the amount of \\$3,804,816.05](#)

Moved by Ald. Wisneski, seconded by Ald. Roush to approve accounts payable and payroll.
Motion carried on roll call 8-0.

2. [Development Agreements between City of Menasha and The Ponds of Menasha, LLC](#)

Moved by Ald. Roush, seconded by Ald. Wisneski to approve Development Agreement between City of Menasha and The Ponds of Menasha LLC.

Discussion: CA/HRD Captain and CDD Keil gave a presentation explaining the development agreement and the development of the Lake Park Villas lots.

Moved by Ald. Roush, seconded by Ald. Wisneski to have a closed session with a qualified third party real estate attorney to give guidance on the development agreement.

Motion carried on roll call 8-0.

Jeff Marlow from Lexington Homes answered questions from the Council.

The discussion was opened to people in the gallery who wanted to speak.

Gary Bath, 858 Fountain Way, President of Lake Park Villas Homeowners Assoc.,
Bernie Sandlin, 866 Eden Court and Mary Nebel, 713 1st Street provided comments regarding development agreement and development in general.

Moved by Ald. Benner, seconded by Ald. Roush to hold until more information is available.

J. ORDINANCES AND RESOLUTIONS

1. [O-2-11 An Ordinance Relating to Adoption of State Fire Prevention Codes](#)

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

Moved by Ald. Taylor, seconded by Ald. Wisneski to adopt O-2-11.

Motion carried on roll call 8-0.

2. [R-5-11 A Resolution Declaring Official Intent to Reimburse Expenditures for Clean Water Fund Loan Program](#) (Recommendation of Board of Public Works) (Introduced by Ald. Taylor)

Moved by Ald. Taylor, seconded by Ald. Langdon to adopt R-5-11.

Motion carried on roll call 8-0.

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

(Recommendation of Board of Public Works) (Introduced by Ald. Taylor)

Moved by Ald. Taylor, seconded by Ald. Hendricks to adopt R-6-11.

Motion carried on roll call 8-0.

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

(Recommendation of Board of Public Works) (Introduced by Ald. Taylor)

Moved by Ald. Taylor, seconded by Ald. Hendricks to adopt R-7-11.

Motion carried on roll call 8-0.

K. APPOINTMENTS

1. [Accept resignation of Liz Derouin from Library Board](#)

2. Mayor's appointment to the Library Board

a. [Mary Cawmer, 1345 Lucerne Drive, Menasha for the term Feb. 21, 2011 to July 1, 2011 \(fill remaining term of Liz Derouin\)](#)

Moved by Ald. Wisneski, seconded by Ald. Hendricks to accept resignation of Liz Derouin and approve appointment of Mary Cawmer.

Motion carried on voice vote.

L. HELD OVER BUSINESS

None

M. CLAIMS AGAINST THE CITY

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

CA/HRD Captain explained the City and the three plaintiffs in the putative class action lawsuit are working toward finalizing an agreement to settle the litigation for the sum of \$17.5 million. The settlement is subject to a number of conditions. Any final settlement will need approval from the Courts and Common Council.

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

No one spoke.

Mayor Merkes thanked Council President Hendricks for fill in for him at the Feb. 7, 2011 Council meeting.

O. ADJOURNMENT

Moved by Ald. Benner, seconded by Ald. Wisneski to adjourn at 8:19 p.m.

Motion carried on voice vote.

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

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 2/23/11-3/3/11 Checks # 28715-28856	\$ 909,008.20
Payroll Checks for 2/24/11-3/3/11	<u>179,715.35</u>
Total	\$ 1,088,723.55

Medical Expense Reimbursement Trust-Retirement Pay Out

Menasha Employees Credit Union-Employee Deductions

Wisconsin Council 40 Per Capita Tax-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

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

AP Check Register

Check Date: 2/23/2011

<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>
ACCENT BUSINESS SOLUTIONS INC	28715	2/23/2011	12106	100-0601-551.24-04	368.29	EQUIP REPAIR/MAINTENANCE
			Total for check: 28715		368.29	
AMAZON	28717	2/23/2011	260340175317	100-0601-551.30-14	278.35	LIBRARY MATERIALS
		2/23/2011	260340276254	100-0601-551.30-14	(3.00)	CREDIT
		2/23/2011	260341180130	100-0601-551.30-14	17.99	LIBRARY MATERIALS
		2/23/2011	260341512881	100-0601-551.30-14	95.45	LIBRARY MATERIALS
		2/23/2011	260341962259	100-0601-551.30-14	38.97	LIBRARY MATERIALS
		2/23/2011	260347129478	100-0601-551.30-14	97.45	LIBRARY MATERIALS
		2/23/2011	260347491980	100-0601-551.30-14	36.98	LIBRARY MATERIALS
		2/23/2011	260348552127	100-0601-551.30-14	47.97	LIBRARY MATERIALS
		2/23/2011	260349594268	100-0601-551.30-14	34.98	LIBRARY MATERIALS
		2/23/2011	283660575239	100-0601-551.30-14	(3.90)	CREDIT
		2/23/2011	283661476572	100-0601-551.30-14	(6.00)	CREDIT
		2/23/2011	283661819044	100-0601-551.30-14	9.99	LIBRARY MATERIALS
		2/23/2011	283662258623	100-0601-551.30-14	196.57	LIBRARY MATERIALS
		2/23/2011	283662457033	100-0601-551.30-14	31.98	LIBRARY MATERIALS
		2/23/2011	283663290066	100-0601-551.30-14	47.96	LIBRARY MATERIALS
		2/23/2011	283663611137	100-0601-551.30-14	14.99	LIBRARY MATERIALS
		2/23/2011	283664667928	100-0601-551.30-14	53.97	LIBRARY MATERIALS
		2/23/2011	283665146246	100-0601-551.30-14	71.28	LIBRARY MATERIALS
		2/23/2011	283666063455	100-0601-551.30-14	53.97	LIBRARY MATERIALS
		2/23/2011	283668234917	100-0601-551.30-14	532.66	LIBRARY MATERIALS
		2/23/2011	283668865016	100-0601-551.30-14	(7.70)	CREDIT
		2/23/2011	283669011655	100-0601-551.30-14	80.95	LIBRARY MATERIALS
			Total for check: 28717		1,721.86	
AUDIOGO	28718	2/23/2011	410435	100-0601-551.30-14	513.44	LIBRARY MATERIALS
		2/23/2011	412449	100-0601-551.30-14	273.58	LIBRARY MATERIALS
			Total for check: 28718		787.02	
BAKER & TAYLOR INC	28720	2/23/2011	2025442941	100-0601-551.30-14	42.53	LIBRARY MATERIALS
		2/23/2011	2025457332	100-0601-551.30-14	54.98	LIBRARY MATERIALS

AP Check Register

Check Date: 2/23/2011

<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>
BAKER & TAYLOR INC...	28720...	2/23/2011	2025463979	100-0601-551.30-14	44.71	LIBRARY MATERIALS
		2/23/2011	2025471311	100-0601-551.30-14	49.26	LIBRARY MATERIALS
		2/23/2011	2025475617	100-0601-551.30-14	100.76	LIBRARY MATERIALS
		2/23/2011	2025484435	100-0601-551.30-14	24.56	LIBRARY MATERIALS
		2/23/2011	2025489281	100-0601-551.30-14	17.32	LIBRARY MATERIALS
		2/23/2011	2025500815	100-0601-551.30-14	97.31	LIBRARY MATERIALS
		2/23/2011	2025504485	100-0601-551.30-14	84.48	LIBRARY MATERIALS
		2/23/2011	2025507457	100-0601-551.30-14	17.61	LIBRARY MATERIALS
		2/23/2011	2025515215	100-0601-551.30-14	26.78	LIBRARY MATERIALS
		2/23/2011	2025521379	100-0601-551.30-14	275.62	LIBRARY MATERIALS
		2/23/2011	2025526152	100-0601-551.30-14	84.58	LIBRARY MATERIALS
		2/23/2011	5011232706	100-0601-551.30-14	109.74	LIBRARY MATERIALS
		2/23/2011	5011257827	100-0601-551.30-14	52.48	LIBRARY MATERIALS
		2/23/2011	I43055570	100-0601-551.30-14	240.86	LIBRARY MATERIALS
		2/23/2011	I43055590	100-0601-551.30-14	125.84	LIBRARY MATERIALS
		2/23/2011	I43349790	100-0601-551.30-14	57.51	LIBRARY MATERIALS
		2/23/2011	I43490990	100-0601-551.30-14	22.87	LIBRARY MATERIALS
		2/23/2011	I44555130	100-0601-551.30-14	52.53	LIBRARY MATERIALS
			Total for check: 28720		1,582.33	
THOMAS BOUREGY & CO INC	28721	2/23/2011	63078A	100-0601-551.30-14	139.50	LIBRARY MATERIALS
			Total for check: 28721		139.50	
BRAZEE ACE HARDWARE	28722	2/23/2011	012544	100-0601-551.30-13	4.29	HOUSEKEEPING SUPPLIES
			Total for check: 28722		4.29	
BRILLIANCE AUDIO INC	28723	2/23/2011	IN0589287	100-0601-551.30-14	223.69	LIBRARY MATERIALS
		2/23/2011	IN0589292	100-0601-551.30-14	398.59	LIBRARY MATERIALS
			Total for check: 28723		622.28	

AP Check Register

Check Date: 2/23/2011

<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>
BRODART CO	28724	2/23/2011	167118	100-0601-551.30-18	32.90	DEPARTMENT SUPPLIES
			Total for check: 28724		32.90	
CENGAGE LEARNING	28725	2/23/2011	92399444	100-0601-551.30-14	59.96	LIBRARY MATERIALS
			Total for check: 28725		59.96	
DEMCO INC	28726	2/23/2011	4091777	100-0601-551.30-10	27.19	OFFICE SUPPLIES
		2/23/2011	4091777-2	100-0601-551.30-18	298.20	DEPARTMENT SUPPLIES
			Total for check: 28726		325.39	
EBSCO	28727	2/23/2011	0078336	100-0601-551.30-14	59.83	LIBRARY MATERIALS
			Total for check: 28727		59.83	
GALE	28728	2/23/2011	17063928	100-0601-551.30-14	38.93	LIBRARY MATERIALS
			Total for check: 28728		38.93	
GAYLORD BROS INC	28729	2/23/2011	1520871	100-0601-551.30-18	24.20	DEPARTMENT SUPPLIES
			Total for check: 28729		24.20	
TOM HANNAH	28730	2/23/2011	02172011	100-0601-551.20-05	200.00	LIBRARY PROGRAM
			Total for check: 28730		200.00	
HIGHSMITH	28731	2/23/2011	1016700530	100-0601-551.30-10	399.06	OFFICE SUPPLIES
			Total for check: 28731		399.06	
CAROLINE JONES	28732	2/23/2011	02182011	100-0601-551.30-14	25.00	LIBRARY MATERIALS REFUND
			Total for check: 28732		25.00	

AP Check Register

Check Date: 2/23/2011

<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>
KRANSKI & SONS INC	28733	2/23/2011	0020301-IN	100-0601-551.24-03	483.62	BLDG REPAIR & MAINTENANCE
			Total for check: 28733		483.62	
MARSHALL CAVENDISH CORP	28734	2/23/2011	R863708	100-0601-551.30-14	161.73	LIBRARY MATERIALS REFUND
			Total for check: 28734		161.73	
JEFF MCMULLEN	28735	2/23/2011	02172011	100-0601-551.20-05	150.00	LIBRARY PROGRAM
			Total for check: 28735		150.00	
MIDWEST TAPE	28736	2/23/2011	2418151	100-0601-551.30-14	51.98	LIBRARY MATERIALS
		2/23/2011	2423780	100-0601-551.30-14	201.87	LIBRARY MATERIALS
			Total for check: 28736		253.85	
MINITEX	28737	2/23/2011	71053	100-0601-551.30-18	898.00	DEPARTMENT SUPPLIES
			Total for check: 28737		898.00	
MODERN BUSINESS MACHINES	28738	2/23/2011	26241249	100-0601-551.24-04	633.27	EQUIP REPAIR/MAINTENANCE
			Total for check: 28738		633.27	
CASSANDRA PAYNE	28739	2/23/2011	02172011	100-0601-551.20-05	300.00	LIBRARY PROGRAM
		2/23/2011	02182011	100-0601-551.30-14	27.35	LIBRARY MATERIALS
			Total for check: 28739		327.35	
PENWORTHY COMPANY	28740	2/23/2011	495135	100-0601-551.30-14	825.21	LIBRARY MATERIALS
			Total for check: 28740		825.21	
RANDOM HOUSE INC	28741	2/23/2011	10807960614	100-0601-551.30-14	29.99	LIBRARY MATERIALS
		2/23/2011	1080829150	100-0601-551.30-14	86.25	LIBRARY MATERIALS
		2/23/2011	1080840159	100-0601-551.30-14	24.00	LIBRARY MATERIALS

AP Check Register

Check Date: 2/23/2011

<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>
RANDOM HOUSE INC...	28741...	2/23/2011	1080864691	100-0601-551.30-14	6.00	LIBRARY MATERIALS
		2/23/2011	1080870293	100-0601-551.30-14	376.60	LIBRARY MATERIALS
		2/23/2011	1080878701	100-0601-551.30-14	6.00	LIBRARY MATERIALS
			Total for check: 28741		528.84	
RECORDED BOOKS LLC	28742	2/23/2011	5095315	100-0601-551.30-14	161.20	LIBRARY MATERIALS
		2/23/2011	74089690	100-0601-551.30-14	82.20	LIBRARY MATERIALS
			Total for check: 28742		243.40	
SHOWCASES	28743	2/23/2011	257422	100-0601-551.30-18	37.24	DEPARTMENT SUPPLIES
		2/23/2011	257545	100-0601-551.30-18	17.82	DEPARTMENT SUPPLIES
			Total for check: 28743		55.06	
STAPLES ADVANTAGE	28744	2/23/2011	8017520750	100-0601-551.30-10	582.46	OFFICE SUPPLIES
			Total for check: 28744		582.46	
MARY TOOLEY	28745	2/23/2011	02172011	100-0601-551.20-05	150.00	LIBRARY PROGRAM
			Total for check: 28745		150.00	
UNIQUE MANAGEMENT SERVICES INC	28746	2/23/2011	206201	100-0000-441.19-00	250.60	COLLECTION AGENCY FEE
			Total for check: 28746		250.60	
UPSTART	28747	2/23/2011	1016768606	100-0601-551.30-16	64.29	PROGRAM SUPPLIES
			Total for check: 28747		64.29	
VALUE LINE PUBLISHING INC	28748	2/23/2011	02172011	100-0601-551.30-14	898.00	LIBRARY MATERIALS
			Total for check: 28748		898.00	

AP Check Register
Check Date: 2/23/2011

<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>
WERNER ELECTRIC SUPPLY CO	28749	2/23/2011	S3189438.001	100-0601-551.30-13	283.80	HOUSEKEEPING SUPPLIES
			Total for check: 28749		283.80	
JULIE WING	28750	2/23/2011	02182011	100-0601-551.30-18	36.54	DEPARTMENT SUPPLIES
			Total for check: 28750		36.54	
WINNEFOX LIBRARY SYSTEM	28751	2/23/2011	3998	100-0601-551.30-14	51.50	LIBRARY MATERIALS
		2/23/2011	3999	100-0601-551.30-16	413.75	PROGRAM SUPPLIES
			Total for check: 28751		465.25	
					13,682.11	

AP Check Register

Check Date: 2/24/2011

<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	28752	2/24/2011	1101716	731-1022-541.30-18	28.08	SHOP SUPPLIES
				731-1022-541.38-03	98.01	WINTER BLADES
			Total for check: 28752			
AIRGAS NORTH CENTRAL	28753	2/24/2011	10576658	731-1022-541.21-06	64.19	ARGON CYLINDER RENTAL
			105786840	731-1022-541.21-06	63.77	ACETYLENE/ARGON/OXYGEN CYLINDER RENTAL
			105801228	731-1022-541.30-15	396.00	CORDLESS IMPACT 1/2"
			105801229	731-1022-541.30-15	117.00	4 1/2" GRINDER
			105804062	731-1022-541.30-18	126.95	ARGON CYLINDER RENTAL
			30011510	100-1016-543.30-15	3,806.25	PLASTIC CONTAINERS
				100-1016-543.30-15	(3,806.25)	REVERSE WRONG VENDOR
Total for check: 28753				767.91		
ASSOCIATED APPRAISAL CONSULTANTS	28754	2/24/2011	10611	100-0402-513.21-09	4,841.67	PROFESSIONAL SERVICES
				100-0402-513.30-11	11.88	POSTAGE
			10612	100-0402-513.21-04	59.76	INTERNET POSTING
Total for check: 28754				4,913.31		
AT&T	28755	2/24/2011	920R09453002	100-1001-514.22-01	113.90	MONTHLY SERVICE FEB 4 THRU MAR 3
				601-1020-543.22-01	292.50	MONTHLY SERVICE FEB 4 THRU MAR 3
Total for check: 28755				406.40		
BADGER HIGHWAYS CO INC	28756	2/24/2011	152656	100-1003-541.30-18	61.00	COLD MIX
Total for check: 28756				61.00		
BERGSTROM	28757	2/24/2011	10179	731-1022-541.38-03	110.72	BLADE ASSYS
			258884-1CVW	731-1022-541.38-03	233.17	HOSE
			258912-1CVW	731-1022-541.38-03	50.27	MOUNT
			259160CVW	731-1022-541.38-03	78.15	BRACKET
Total for check: 28757				472.31		

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CARTEGRAPH SYSTEMS INC	28758	2/24/2011	R-07012	743-0403-513.24-04	2,450.00	CARTE LITE 3-PACK SUBSCRIMAINTE RENEW
			Total for check: 28758		2,450.00	
CASPERS TRUCK EQUIPMENT INC	28759	2/24/2011	50296	731-1022-541.38-03	215.84	SS SPINNER/SHIELD/ROD
			Total for check: 28759		215.84	
CDW GOVERNMENT INC	28760	2/24/2011	WHD9010	743-0403-513.80-01	7,607.31	SOFTWARE TO STRENGTHEN CELL PHONE SIGNAL
			Total for check: 28760		7,607.31	
DIGICORPORATION	28761	2/24/2011	110539	100-0801-521.29-01	62.16	BUSINESS CARDS C GROESCHEL
				100-0000-134.00-00	(13.16)	BUSINESS CARDS C GROESCHEL
			Total for check: 28761		49.00	
DUMKE & ASSOCIATES &	28762	2/24/2011	MAR2011	100-0903-531.29-06	2,077.50	316 RACINE RENT MARCH 2011
			Total for check: 28762		2,077.50	
CARDMEMBER SERVICE	28765	2/24/2011	0056	100-0601-551.24-03	261.65	ELIGHTS.COM LED LIGHTS LIBRARY
		2/24/2011	0120	100-0801-521.24-03	238.80	HOME DECOR.NET PD DOOR CLOSER
		2/24/2011	0156	100-1001-514.24-03	31.85	CRESCENT ELEC CH TIMER
		2/24/2011	0164	100-0920-531.24-03	46.49	CRESCENT ELEC SEN CTR EXT LIGHT TIMER
		2/24/2011	0336	100-0000-201.03-00	125.97	HARBOR FREIGHT TOOLS VOTING CARTS
		2/24/2011	0522	100-0703-553.30-18	213.96	ORDER TREE
		2/24/2011	0856	100-0601-551.24-03	12.47	GOOGLE/LIB HVAC APP
				100-1001-514.24-03	12.48	GOOGLE/CH HVAC APP
		2/24/2011	1307	100-0801-521.32-02	51.00	WI DEPT ADM DOCMT SALES
		2/24/2011	1497	100-0801-521.30-15	155.69	PAYPAL HANDSFREE SPEAKER
		2/24/2011	2143	743-0403-513.30-10	4.05	OFFICE MAX IT OFFICE SUPPLIES
		2/24/2011	2284	100-0202-512.34-03	140.00	CHULA VISTA RESORT
		2/24/2011	2534	100-0801-521.29-05	229.75	FLEET SAFETY EQPT SQUAD CAR EQPT
		2/24/2011	2799	100-0703-553.34-02	70.00	WIS PARK AND REC
		2/24/2011	2904	100-0601-551.30-14	390.00	CAPITAL NEWSPAPERS

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CARDMEMBER SERVICE...	28765...	2/24/2011	3103	100-0801-521.32-02	14.06	AMAZON
		2/24/2011	3551	100-0601-551.32-01	24.95	YAHOO FLICKR PRO
		2/24/2011	3610	100-0000-201.03-00	586.61	4IMPRINT
		2/24/2011	4633	100-0601-551.24-03	21.06	ELIGHTBULBS LIB SIGN BULB SOCKETS
		2/24/2011	5169	100-0801-521.34-03	72.20	KALAHARI RESORTS
		2/24/2011	5352	100-0801-521.30-15	22.93	PAYPAL CELL PHONE CHARGERS PD
		2/24/2011	5483	100-0801-521.34-03	331.14	KALAHARI RESORTS
		2/24/2011	5509	100-0801-521.34-03	268.00	KALAHARI RESORTS
		2/24/2011	5704	100-0304-562.21-06	195.00	PAYPAL/TARAZOD FILMS
		2/24/2011	6133	100-1002-541.34-04	123.65	GILMORE GLOBAL US TRAINING MANUALS
				625-1002-541.34-04	41.21	GILMORE GLOBAL US TRAINING MANUALS
		2/24/2011	6342	100-0601-551.33-02	15.00	WIS LIB ASSN
		2/24/2011	7697	100-0801-521.30-10	17.29	OFFICE MAX
		2/24/2011	7699	100-0915-531.32-01	50.00	SAFE KIDS WORLDWIDE RECERTIFICATION FEE
		2/24/2011	8365	100-0920-531.24-03	31.49	TARGET SC DVD SHELF
		2/24/2011	8469	100-0801-521.30-18	32.00	ALL SPRTY TROPHY
		2/24/2011	8765	743-0403-513.30-15	772.00	ANTENNA PLUS ANTENNAS FOR SQUAD CELL
		2/24/2011	8892	100-0801-521.30-13	99.00	BELL PARTS SUPPLY PD TRASH COMPACTOR
		2/24/2011	9009	100-0801-521.34-03	(133.14)	KALAHARI RESORTS CREDIT
		2/24/2011	9025	100-0801-521.34-03	(99.00)	KALAHARI RESORTS CREDIT
		2/24/2011	9041	743-0403-513.34-04	12.95	EXPERTS EXC LLC ONLINE TECH DATABASE
		2/24/2011	9350	100-0801-521.34-03	20.53	KALAHARI RESORTS
		2/24/2011	9545	100-0920-531.24-03	29.40	WAL-MART SC DVD CABLE
	2/24/2011	9755	100-0801-521.34-03	21.08	KALAHARI RESORTS	
			Total for check: 28765		4,553.57	
GOLD CROSS AMBULANCE SERVICE INC	28766	2/24/2011	0028120-IN	100-0804-521.33-02	390.00	CPR & AED AUX TRAINING
			Total for check: 28766		390.00	
GUNDERSON UNIFORM & LINEN RENTAL	28767	2/24/2011	1395168	100-0801-521.30-13	28.83	TOWEL/MAT SERVICE
			Total for check: 28767		28.83	

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JEFFRY COLLIER	28768	2/24/2011	COLLIER	100-1006-541.30-18	50.00	MAILBOX DAMAGE REIMBURSE
			Total for check: 28768		50.00	
JOHN DEERE CREDIT	28769	2/24/2011	020511	100-0703-553.30-18	330.00	
			Total for check: 28769		330.00	
JX ENTERPRISES INC	28770	2/24/2011	G-210270009	731-1022-541.38-03	48.42	STRAP-DOOR STOP
			Total for check: 28770		48.42	
MATTHEWS TIRE & SERVICE CENTER	28771	2/24/2011	37309	731-1022-541.38-02	271.02	TIRES
		2/24/2011	374059	731-1022-541.38-02	366.88	TIRES
			Total for check: 28771		637.90	
MENASHA EMPLOYEES CREDIT UNION	28772	2/24/2011	20110224	100-0000-202.05-00	19,503.00	PAYROLL SUMMARY
			Total for check: 28772		19,503.00	
MENASHA JOINT SCHOOL DISTRICT	28773	2/24/2011	FEBMOBHM	100-0000-412.00-00	6,294.80	FEB 2011 MOBILE HOME
			Total for check: 28773		6,294.80	
MENASHA UTILITIES	28774	2/24/2011	003641	625-0401-513.25-01	1,624.60	DEC 2020 STORM WATER
		2/24/2011	003642	601-1021-543.25-01	28,755.95	DEC 2020 SEWER
		2/24/2011	STLIGHT	100-1012-541.22-03	18,192.74	STREET LIGHTING
			Total for check: 28774		48,573.29	
MODERN BUSINESS MACHINES	28775	2/24/2011	26241740	100-1001-514.24-04	280.50	MONTHLY SERVICE
			Total for check: 28775		280.50	
N&M AUTO SUPPLY	28776	2/24/2011	348607	731-1022-541.38-03	5.13	OIL FILTER
		2/24/2011	348613	731-1022-541.38-03	246.02	BRAKE ROTOR AND PAD

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N&M AUTO SUPPLY...	28776...	2/24/2011	348960	731-1022-541.38-03	4.32	OIL FILTER
			Total for check: 28776		255.47	
NEENAH-MENASHA MUNICIPAL COURT	28777	2/24/2011	BOND	100-0000-201.03-00	328.00	BOND
				100-0000-201.03-00	139.00	BOND
			Total for check: 28777		467.00	
CITY OF NEENAH	28778	2/24/2011	NMFIRERESCUE	100-0501-522.25-01	257,692.00	NM FIRE RESUCE MARCH 2011
			Total for check: 28778		257,692.00	
NETWORK HEALTH PLAN	28779	2/24/2011	00460845	100-0000-204.08-00	137,081.13	HEALTH PREMIUMS 3/1/2011-3/31/2011
				100-0000-204.11-00	7,819.76	HEALTH PREMIUMS 3/1/2011-3/31/2011
			Total for check: 28779		144,900.89	
NORTH AMERICAN SALT CO	28780	2/24/2011	70635302	100-1006-541.30-18	6,439.67	BULK HIGHWAY COARSE SALT
		2/24/2011	70636285	100-1006-541.30-18	21,833.27	BULK HIGHWAY COARSE SALT
			Total for check: 28780		28,272.94	
OFFICE DEPOT	28781	2/24/2011	1392735	100-0405-513.30-10	17.07	OFFICE SUPPLIES
				100-0203-512.30-10	7.60	OFFICE SUPPLIES
				100-0204-512.30-10	11.09	OFFICE SUPPLIES
				100-0202-512.30-10	15.25	OFFICE SUPPLIES
				100-0201-512.30-10	43.20	OFFICE SUPPLIES
			Total for check: 28781		94.21	
PACKER CITY INTERNATIONAL	28782	2/24/2011	3-210270015	731-1022-541.38-03	241.15	STOCK SUPPLIES
		2/24/2011	3-210270047	731-1022-541.38-03	3.37	LUBEFILT
		2/24/2011	3-210270058	731-1022-541.38-03	222.46	PURGE VALVE

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PACKER CITY INTERNATIONAL...	28782...	2/24/2011	3-210320049	731-1022-541.38-03	208.45	LINK
			Total for check: 28782		675.43	
PERSONNEL EVALUATION INC	28783	2/24/2011	96054	100-0801-521.21-06	240.00	JV PEP BILLING 1/1/11-1/31/11
			Total for check: 28783		240.00	
REDI-WELDING CO	28784	2/24/2011	14146	731-1022-541.30-18	95.70	SNOW BLOWER REPAIR
			Total for check: 28784		95.70	
REGISTRATION FEE TRUST TVRP	28785	2/24/2011	70ME	100-0000-454.00-00	500.00	PARKING TICKET PROCESS FEE
			Total for check: 28785		500.00	
RICK'S AUTO GLASS INC	28786	2/24/2011	1104677	731-1022-541.29-04	100.00	SAFETY GLASS JOHN DEERE LOADER
			Total for check: 28786		100.00	
DR TERESA RUDOLPH	28787	2/24/2011	MAR2011	100-0903-531.21-05	150.00	CITY PHYSICIAN MARCH 2011
			Total for check: 28787		150.00	
STAPLES ADVANTAGE	28788	2/24/2011	3148968904	731-1022-541.30-10 100-0703-553.30-10	38.92 38.92	OFFICE SUPPLIES OFFICE SUPPLIES
			Total for check: 28788		77.84	
STEINERT PRINTING COMPANY	28789	2/24/2011	0071749-IN	100-0204-512.30-10	139.84	92 VOTER NO PADS
			Total for check: 28789		139.84	
SUNGARD PUBLIC SECTOR INC	28790	2/24/2011	32254	743-0403-513.24-04	2,555.00	MAINTENANCE 01/MAR/2011-31/MAR-2011
			Total for check: 28790		2,555.00	

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TAPCO	28791	2/24/2011	359375	100-1008-541.30-18	222.19	PEDESTRIAN PUSH BUTTONS
			Total for check: 28791		222.19	
TRAVELERS	28792	2/24/2011	7415P537	733-0206-512.51-07	5,763.00	BOILER/MACHINERY POLICY
			Total for check: 28792		5,763.00	
UNIFIRST CORPORATION	28793	2/24/2011	097 0081035	731-1022-541.20-01	107.58	MAT/MOP/CLOTHING SERVICE
		2/24/2011	097 0081481	731-1022-541.20-01	107.58	MAT/MOP/CLOTHING SERVICE
			Total for check: 28793		215.16	
UNITED WAY FOX CITIES	28794	2/24/2011	20110224	100-0000-202.09-00	127.78	PAYROLL SUMMARY
			Total for check: 28794		127.78	
US OIL CO	28795	2/24/2011	L41060	731-1022-541.21-06	12.00	SAMPLE
			Total for check: 28795		12.00	
VISION INSURANCE PLAN OF AMERICA	28796	2/24/2011	95386	100-0000-204.10-00	1,087.00	PREMIUM MARCH 2011
			Total for check: 28796		1,087.00	
WALMART COMMUNITY	28797	2/24/2011	002832	100-0702-552.30-18	32.56	PROGRAM SUPPLIES
			Total for check: 28797		32.56	
WAUSAU EQUIPMENT COMPANY INC	28798	2/24/2011	143268	100-1006-541.30-18	284.21	SPRINGS
			Total for check: 28798		284.21	
WE ENERGIES	28799	2/24/2011	020811	100-0703-553.22-03	8.41	2170 PLANK RD
			Total for check: 28799		8.41	

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WINNEBAGO COUNTY CLERK OF COURTS	28800	2/24/2011	BOND	100-0000-201.03-00	500.00	BOND
			Total for check: 28800		500.00	
WISCONSIN COUNCIL 40 PER CAPITA TAX	28801	2/24/2011	20110224	100-0000-202.06-00	270.00	PAYROLL SUMMARY
			Total for check: 28801		270.00	
WISCONSIN COUNCIL 40 PER CAPITA TAX	28802	2/24/2011	20110224	100-0000-202.07-00	298.95	PAYROLL SUMMARY
			Total for check: 28802		298.95	
WISCONSIN DEPT OF JUSTICE	28803	2/24/2011	L7101T	100-0801-521.21-06	49.00	NAME SEARCHES
			Total for check: 28803		49.00	
WISCONSIN SUPPORT COLLECTIONS	28804	2/24/2011	20110224	100-0000-202.03-00	1,297.32	PAYROLL SUMMARY
			Total for check: 28804		1,297.32	
					546,220.88	

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ADAMSON INDUSTRIES CORP	28805	3/3/2011	100459	100-0801-521.29-05	142.46	PLUG IN/TAILLIGHT FLASHER
			Total for check: 28805		142.46	
ADVANTAGE PURCHASING LLC	28806	3/3/2011	02026	472-0501-522.82-01	35,070.71	NEW FIRE STATION
			Total for check: 28806		35,070.71	
AIRGAS NORTH CENTRAL	28807	3/3/2011	105821928	731-1022-541.30-18	88.19	ACETYLENE CYLINDER RENTAL
			Total for check: 28807		88.19	
APPLETON RADIATOR AND ATS	28808	3/3/2011	434	731-1022-541.29-04	200.80	CLEAN AND COAT TANK
			Total for check: 28808		200.80	
CITY OF APPLETON	28809	3/3/2011	196987	100-0302-542.25-01	15,683.00	VALLEY TRANSIT FEB 2011
			Total for check: 28809		15,683.00	
APPLIED INDUSTRIAL TECHNOLOGIES	28810	3/3/2011	30161503	100-1003-541.30-18	80.91	SAFETY EQUIPMENT
				100-1006-541.30-18	250.00	SAFETY EQUIPMENT
				100-1009-541.30-18	100.00	SAFETY EQUIPMENT
				601-1020-543.30-18	80.92	SAFETY EQUIPMENT
				625-1010-541.30-18	250.00	SAFETY EQUIPMENT
				100-1016-543.30-18	100.00	SAFETY EQUIPMENT
			Total for check: 28810		861.83	
ASSOCIATED APPRAISAL CONSULTANTS	28811	3/3/2011	10468	100-0402-513.21-04	59.76	INTERNET POSTING
			Total for check: 28811		59.76	
BADGER HIGHWAYS CO INC	28812	3/3/2011	152708	100-1003-541.30-18	148.23	COLD MIX
			Total for check: 28812		148.23	

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BAILEY'S TEST STRIPS	28813	3/3/2011	11.10169	100-0904-531.30-18	51.00	TEMPERATURE TEST STRIPS
			Total for check: 28813		51.00	
KYLE BENZ	28814	3/3/2011	HATTIE	822-0413-554.30-16	250.00	HATTIE MINOR SCHOLARSHIP SPRING 2011
			Total for check: 28814		250.00	
BMG PROPERTIES LLC	28815	3/3/2011	SITE IMP ESCROW	625-0000-201.19-00	20,500.00	PARTIAL SITE PLAN IMPROVEESCROW RETURN
		3/3/2011	STORM ESCROW	625-0000-201.20-00	20,312.50	PARTIAL STORM WATER ESCROW RETURN
			Total for check: 28815		40,812.50	
BUBRICK'S	28816	3/3/2011	423760	100-0801-521.30-10	154.69	OFFICE SUPPLIES
			Total for check: 28816		154.69	
BUILDERS SERVICE CENTER	28817	3/3/2011	B008648-IN	100-0703-553.24-03	130.00	PREP DOORS FOR LOCKSETS
			Total for check: 28817		130.00	
CASPERS TRUCK EQUIPMENT INC	28818	3/3/2011	50344	731-1022-541.38-03	273.00	WING PLOW
				100-1006-541.30-15	731.85	BLADES
			Total for check: 28818		1,004.85	
CDW GOVERNMENT INC	28819	3/3/2011	WJH6618	731-1022-541.30-10	29.34	DYMO WHITE ADDRESS
				743-0403-513.30-15	26.82	SURGE SUP
		3/3/2011	WJL3135	743-0403-513.30-15	581.69	POLICE WIRELESS ACCESS
		3/3/2011	WKC3994	743-0403-513.30-15	227.50	2.4 GHZ RAD MOD
			Total for check: 28819		865.35	
CESAR GONZALES	28820	3/3/2011	GONZALES	100-0000-441.13-00	25.50	REFUSE CART DOWNGRADE REFUND
			Total for check: 28820		25.50	

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DAVIES WATER #1476	28821	3/3/2011	0085336	601-1020-543.30-18	1,040.00	M/HOLE LIDS
			Total for check: 28821		1,040.00	
FACTORY MOTOR PARTS CO	28822	3/3/2011	18-989751	731-1022-541.38-03	416.61	GASKET/ROTOR/DISC PADS
				731-1022-541.38-03	(416.61)	REVERSE INCORRECT AMT
				731-1022-541.38-03	413.61	REAR AXLE GASKET
		3/3/2011	48-167848	731-1022-541.38-03	24.71	SEAL
			Total for check: 28822		438.32	
FOX VALLEY HUMANE ASSOCIATION	28823	3/3/2011	JAN2011	100-0806-532.25-01	1,144.15	5 ANIMALS HANDLED JANUARY 2011
			Total for check: 28823		1,144.15	
FOX VALLEY TRUCK	28824	3/3/2011	491710	731-1022-541.38-03	54.69	HOUSING
			Total for check: 28824		54.69	
GALLS	28825	3/3/2011	511154754	100-0801-521.29-05	253.00	STACKING SYSTEM/SPEAKER SWITCH BOX
		3/3/2011	511164209	100-0801-521.29-05	50.87	OUTLET BOX WITH SWITCH
			Total for check: 28825		303.87	
JX ENTERPRISES INC	28826	3/3/2011	G-210350009	731-1022-541.38-03	49.78	SOUND KIT
		3/3/2011	G-210390023	731-1022-541.38-03	1,694.33	CYLINDER
		3/3/2011	G-210400017	731-1022-541.38-03	73.86	SOUND UNIT-HORN
		3/3/2011	G-210400028	731-1022-541.38-03	53.56	ANTENNA
			Total for check: 28826		1,871.53	
LINCOLN CONTRACTORS SUPPLY INC	28827	3/3/2011	60556101	100-0702-552.30-18	122.00	WACKER RAMMER RENTAL
			Total for check: 28827		122.00	

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LOWE'S BUSINESS ACCOUNT/GEMB	28828	3/3/2011	01963	100-0703-553.30-18	30.62	SUPPLIES
			Total for check: 28828		30.62	
MARSHALL & ILSLEY TRUST COMPANY NA	28829	3/3/2011	4013203	100-0202-512.21-06	260.00	FLEX BENEFIT FEE
			Total for check: 28829		260.00	
MATTHEWS TIRE & SERVICE CENTER	28830	3/3/2011	37366	731-1022-541.38-02	303.00	TIRE REPAIR
			Total for check: 28830		303.00	
MENARDS-APPLETON EAST	28831	3/3/2011	83562	100-0703-553.24-03	57.96	EXTENSION BOXES STRANG THHN
		3/3/2011	83609	100-0703-553.24-03	22.52	FLEX SCREW-IN CONCTR FLEXIBLE CONDUIT
		3/3/2011	83650	207-0707-552.82-02	10.96	MILFORD HANGER
			Total for check: 28831		91.44	
MENASHA EMPLOYEES CREDIT UNION	28832	3/3/2011	20110303	100-0000-202.05-00	1,978.00	PAYROLL SUMMARY
			Total for check: 28832		1,978.00	
MENASHA HEALTH DEPARTMENT	28833	3/3/2011	PETTYCASH	100-0909-531.30-18	1.45	PETTY CASH
				100-0903-531.33-04	2.00	PETTY CASH
				100-0918-531.33-02	24.00	PETTY CASH
				100-0903-531.33-01	51.35	PETTY CASH
			Total for check: 28833		78.80	
MENASHA UTILITIES	28834	3/3/2011	1108PROV	100-0000-123.00-00	208.68	1108 PROVINCE TERRACE
		3/3/2011	BILLING#1	100-1008-541.22-03	322.04	ELEC OR WATER OR STORM
				100-0000-123.00-00	10.93	ELEC OR WATER OR STORM
				100-1012-541.22-03	77.81	ELEC OR WATER OR STORM
				100-0305-562.22-03	20.07	ELEC OR WATER OR STORM
				100-0305-562.22-06	17.50	ELEC OR WATER OR STORM
				100-0403-513.21-04	3,061.36	ELEC OR WATER OR STORM
				207-0707-552.22-03	301.69	ELEC OR WATER OR STORM

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
MENASHA UTILITIES...	28834...	3/3/2011...	BILLING#1...	207-0707-552.22-05	38.95	ELEC OR WATER OR STORM
				207-0707-552.22-06	31.87	ELEC OR WATER OR STORM
				100-0703-553.22-03	401.68	ELEC OR WATER OR STORM
				100-0703-553.22-05	75.04	ELEC OR WATER OR STORM
				100-0703-553.22-06	200.61	ELEC OR WATER OR STORM
				100-1001-514.22-03	1,305.43	ELEC OR WATER OR STORM
				100-1001-514.22-05	430.68	ELEC OR WATER OR STORM
				100-1019-552.22-03	206.69	ELEC OR WATER OR STORM
				100-1013-541.22-03	53.11	ELEC OR WATER OR STORM
				100-1013-541.22-06	187.49	ELEC OR WATER OR STORM
				100-1014-543.22-06	12.50	ELEC OR WATER OR STORM
				601-1020-543.22-03	26.86	ELEC OR WATER OR STORM
				Total for check: 28834		
MIRON CONSTRUCTION CO INC	28835	3/3/2011	NEWFIRE	472-0000-201.04-00	(6,803.26)	NEW FIRE STATION
				472-0501-522.82-01	136,065.21	NEW FIRE STATION
Total for check: 28835				129,261.95		
MORTON SAFETY	28836	3/3/2011	552760	731-1022-541.30-18	18.00	EYEWEAR
Total for check: 28836				18.00		
N&M AUTO SUPPLY	28837	3/3/2011		349425	731-1022-541.38-03	5.17 OIL FILTER
				349483	731-1022-541.38-03	136.61 EXH PIPE/MUFFLER/GASKET
				349644	731-1022-541.30-18	15.37 GREASE CARTRIDGE/TUB
				349995	731-1022-541.38-03	162.52 EXH CLAMP/MUFFLER/PIPE
				350029	731-1022-541.38-03	22.90 INTERMEDIATE PIPE
				350031	731-1022-541.38-03	6.62 EXH CLAMP
				350186	731-1022-541.38-03	10.29 BATTERY CABLES
Total for check: 28837				359.48		
NEENAH-MENASHA SEWERAGE COMMISSION	28838	3/3/2011	2011-032	601-1021-543.25-01	68,734.57	WW TREATMENT CHARGES MARCH 2011

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
NEENAH-MENASHA SEWERAGE COMMISSION...	28838...	3/3/2011	2011-038	601-1021-543.25-01	13,039.00	BOND ISSUE INT/DEBT CHGS MARCH 2011
			Total for check: 28838		81,773.57	
CITY OF NEENAH	28839	3/3/2011	32954	100-0205-512.25-01	2,730.00	ADMIN FEE MUNICIPAL CT
			Total for check: 28839		2,730.00	
PACKER CITY INTERNATIONAL	28840	3/3/2011	3-210380052	731-1022-541.38-03	44.14	F W SEPR
			Total for check: 28840		44.14	
PLAK SMACKER	28841	3/3/2011	951107	100-0909-531.30-18	287.36	DISPOSABLE TOOTHBRUSHES
			Total for check: 28841		287.36	
POSTAL ANNEX	28842	3/3/2011	173586	100-0801-521.30-11	7.63	POSTAGE
		3/3/2011	173760	100-0801-521.30-11	7.63	POSTAGE
		3/3/2011	174040	100-0801-521.30-11	22.45	POSTAGE
			Total for check: 28842		37.71	
REINDERS INC	28843	3/3/2011	1327738-02	731-1022-541.38-03	638.45	FAN BEARING BRACKET
			Total for check: 28843		638.45	
RIEDERER ENGINEERING LLC	28844	3/3/2011	92702	100-0801-521.24-03	1,722.60	NEW BOILERS/CONDENSERS
				100-0501-522.24-03	1,148.40	NEW BOILERS/CONDENSERS
			Total for check: 28844		2,871.00	
SANOFI PASTEUR INC	28845	3/3/2011	98322378	100-0903-531.30-18	58.60	TUBERSOL TEST ANTIGEN
			Total for check: 28845		58.60	

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
JENNIFER SASSMAN	28846	3/3/2011	MILEAGE	100-0401-513.34-01	59.40	MILEAGE
			Total for check: 28846		59.40	
HENRY SCHEIN INC	28847	3/3/2011	4286121-01	100-0909-531.30-18	449.26	EASYSTRETCH GLOVE
			Total for check: 28847		449.26	
SUPERIOR CHEMICAL CORP	28848	3/3/2011	49993	731-1022-541.30-18	222.65	GEAR LUBE
			Total for check: 28848		222.65	
UR WASHINSTUFF INC	28849	3/3/2011	10035	100-0801-521.29-05	108.49	19 CAR WASHES JAN 2011
			Total for check: 28849		108.49	
WE ENERGIES	28850	3/3/2011	1108PROV	100-0000-123.00-00	26.78	1108 PROVINCE
		3/3/2011	CO	100-1001-514.22-04	1,788.97	GAS
		3/3/2011	GAR	731-1022-541.22-04	7,284.54	GAS
		3/3/2011	JEFF	100-0703-553.22-04	8.41	GAS
		3/3/2011	LIB	100-0601-551.22-04	3,376.92	GAS
		3/3/2011	MARINA	207-0707-552.22-04	8.41	GAS
				207-0707-552.22-04	83.31	GAS
		3/3/2011	MEM	100-0703-553.22-04	761.10	GAS
		3/3/2011	PARKS	100-0703-553.22-04	236.58	GAS
		3/3/2011	POOL	100-0704-552.22-04	262.30	GAS
		3/3/2011	PPB	100-0000-123.00-00	1,323.47	GAS
				100-0801-521.22-04	1,827.65	GAS
		3/3/2011	SRCT	100-0920-531.22-04	383.72	GAS
			Total for check: 28850		17,372.16	
WERNER ELECTRIC SUPPLY CO	28851	3/3/2011	S3208281.001	731-1022-541.24-03	36.02	PWF OFFICE LIGHT
			Total for check: 28851		36.02	

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
WINNEBAGO COUNTY TREASURER	28852	3/3/2011	SHJ100543	100-0805-521.25-01	51.46	JAIL DIVISION
			Total for check: 28852		51.46	
WISCONSIN CHIEFS OF POLICE ASSN INC	28853	3/3/2011	EXAMS	100-0801-521.21-06	1,749.00	ENTRY LEVEL EXAMS
			Total for check: 28853		1,749.00	
WISCONSIN COUNCIL 40 PER CAPITA TAX	28854	3/3/2011	20110303	100-0000-202.06-00	260.00	PAYROLL SUMMARY
			Total for check: 28854		260.00	
WISCONSIN SECRETARY OF STATE	28855	3/3/2011	NOTARY	100-0801-521.32-01	20.00	NOTARY C SAHR
			Total for check: 28855		20.00	
WISCONSIN SUPPORT COLLECTIONS	28856	3/3/2011	20110303	100-0000-202.03-00	440.23	PAYROLL SUMMARY
			Total for check: 28856		440.23	
					349,105.21	

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: _____

Pamela A. Captain, City Attorney

**CITY OF MENASHA
REVISED SUMMARY OF UST QUOTATIONS
2011 - 2012**

	2010-2011		2010-2011		2010-2011		2010-2011	
Carriers	C&I		ACE (Option #1)		ACE (Option #2)		Liberty Surplus	
	<i>(via Chartis)</i>						Ins. Corp.	
	Admitted		Admitted		Admitted		Non-Admitted	
Best's Rating	A XV		A+ XV		A+ XV		A XV	
Policy Form	Claims-made		Claims-made		Claims-made		Claims-made	
Number of Tanks			4		4		4	
Limit of Liability								
Each Accident	\$	1,000,000	\$	1,000,000	\$	1,000,000	\$	1,000,000
Aggregate Limit	\$	1,000,000	\$	2,000,000	\$	2,000,000	\$	1,000,000
Aggregate Claims Expense Limit		Unlimited	\$	1,000,000	\$	1,000,000	\$	1,000,000
Deductible - Each Accident	\$	25,000	\$	10,000	\$	25,000	\$	25,000
Retroactive Date	2/15/11		3/1/11		3/1/11		Policy Inception	
Annual Premium	\$	3,646.00	\$	5,515.00	\$	4,700.00	\$	3,545.00
Surplus Lines Tax (3%)		N/A		N/A		N/A	\$	106.35
Stamping Fees (.250%)		N/A		N/A		N/A	\$	8.86
Total Annual Premium	\$	3,646.00	\$	5,515.00	\$	4,700.00	\$	3,660.21
TRIA Premium - <i>optional</i>	\$	90		Included		Included		110
<i>Commission to Gallagher</i>		12.5%		15%		15%		13%

Withdrawn



March 2, 2011

To: Common Council

From: Debbie Galeazzi, Clerk

Subject: Change of Agent for the Bar at Lake Park, LLC
d/b/a Sliders

A change of agent from Brandon Luedtke to Jeffrey Neely has been requested by the Bar at Lake Park, LLC, d/b/a Sliders, 890 Lake Park Road, Menasha. The request is being made as Mr. Luedtke is no longer an employee of the Bar at Lake Park, LLC. All proper paperwork has been filed with the Clerk's office. A check of municipal and state criminal records on Mr. Neely was completed by the Police Dept. Based on the information received there is no objection to the new agent appointment.

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

ORDINANCE O-4-11

AN ORDINANCE RELATING TO CROSS CONNECTION CONTROL

INTRODUCED BY MAYOR MERKES

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

SECTION 1: Amend Title 9, Chapter 2, SEC.9-2-15 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

CHAPTER 2

Water Utility Regulations

SEC. 9-2-15 CROSS CONNECTION CONTROL.

- (a) A "cross connection" shall be defined as any physical connection or arrangement between two (2) otherwise separate systems, one of which contains potable water from the ~~City of Menasha water system~~ Menasha Water Utility, and the other, containing water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, the direction of flowing depending on the pressure differential between the two systems.
- (b) No person, ~~firm or corporation~~ shall establish or permit to be established or maintain or permit to be maintained any cross connection. No interconnection shall be established whereby potable water from a private, auxiliary or emergency water supply other than the regular public water supply of the City of Menasha may enter the supply or distribution system of the City said municipality, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the Menasha Water Utility and by the Wisconsin Department of Natural Resources in accordance with Section NR ~~41.25(3)~~ 810.15, Wisconsin Administrative Code.
- (c) ~~It shall be the duty of the Inspection Department to~~ The Menasha Water Utility shall cause inspections to be made of all properties served by the public water system where cross connections with the public water system are deemed possible. If the Menasha Water Utility is not able to perform the inspection, the property owner must, at the property owner's expense, have the plumbing inspected for cross connections by a State of Wisconsin Certified Cross-Connection Inspector/Surveyor or by a State of Wisconsin licensed plumber. The frequency of inspections and reinspection based on potential health hazards involved shall be as established by the ~~Department of Public Works~~ Menasha Water Utility Cross Connection Program and as approved by the Wisconsin Department of Natural Resources. Upon inspection, if a potential cross connection involving a health hazard exists, the Menasha Water Utility's inspector or authorized representative may order that an approved cross connection control device be installed, tested, maintained and repaired for containment from the public water system.

- (d) Upon presentation of credentials, the representative of the ~~Inspection Department~~ Menasha Water Utility shall have the right to request entry at any reasonable time to examine any property served by a connection to the public water system of the City of Menasha for cross connections. If entry is refused, such representative shall obtain a special inspection warrant under Sec. ~~66.122~~ 66.0119, Wis. Stats. On request, the owner, lessee or occupant of any property so served shall furnish to the ~~Inspection Department~~ Menasha Water Utility any pertinent information regarding the piping system or systems on such property.
- (e) The Menasha Water Utility is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this Section exists and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after reasonable notice and opportunity for hearing under Chapter 68, Wis. Stats., except as provided in Subsection (f). Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with the provisions of this Section.
- (f) If it is determined by the Menasha Water Utility that a cross connection or an emergency endangers public health, safety or welfare and requires immediate action and a written finding to that effect is filed with the Clerk of the City of Menasha and delivered to the customer's premises, service may be immediately discontinued. The customer shall have an opportunity for hearing under Chapter 68, Wis. Stats., within ten (10) days of such emergency discontinuance.
- (g) ~~The provisions of City of Menasha adopts by reference the State Plumbing Code of Wisconsin, Comm 81-87, being Chapter H-82, Wisconsin Administrative Code and any amendments thereto are adopted by reference. This Section does not supersede the State Plumbing Code and the Menasha Plumbing Code, but is supplementary to them.~~
- (h) Fees and charges for effectuating this Section may be established by the Administration Committee or the Water and Light Commission.

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

SECTION 3: A copy of this Ordinance shall be provided to the Wisconsin Department of Natural Resources.

Passed and approved this day of 2011.

ATTEST:

Donald Merkes, Mayor

Deborah A. Galeazzi, City Clerk

RESOLUTION R - 8 - 11

A RESOLUTION REGARDING THE OFFICIAL DEPOSITORIES OF THE CITY OF MENASHA

Introduced by Alderman Wisneski:

BE IT RESOLVED by the Mayor and Common Council concurring that the City of Menasha depositories for public funds will be as follows: First National Bank – Fox Valley and all other banks affiliated with First National Bank – Fox Valley in the CDARS Placement Network, US Bank of Menasha, Anchor Bank of Menasha, Associated Bank of Neenah and all other banks affiliated with Associated Bank of Neenah in the CDARS Placement Network, North Shore Bank, Prospera Credit Union, Lakeview Credit Union, Menasha Employees Credit Union, State of Wisconsin Local Government Investment Pool and the USCM Payroll Processing Corporation.

Passed and approved this day of February, 2011

Donald Merkes, Mayor

ATTEST:

Deborah Galeazzi, City Clerk

FISCAL NOTE: This resolution will allow the City to participate in the CDARS investment program which will provide additional protection of City Funds through the Federal Deposit Insurance Corporation. Thomas Stoffel, City Comptroller/Treasurer

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.

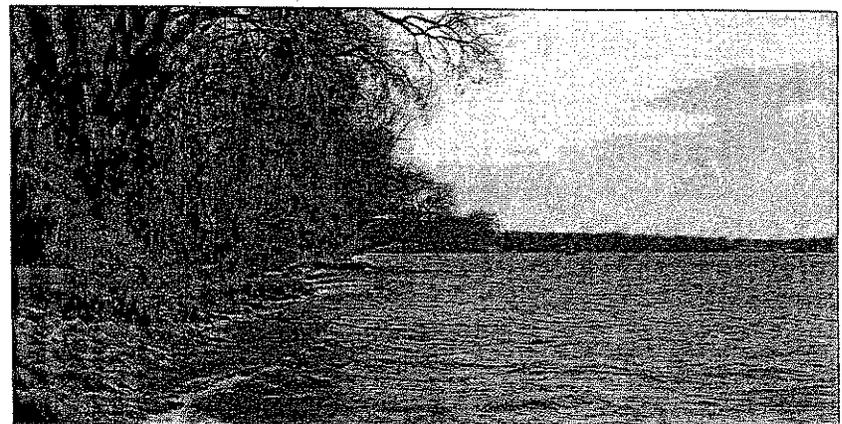
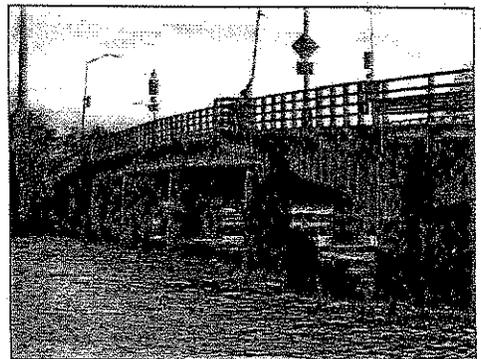
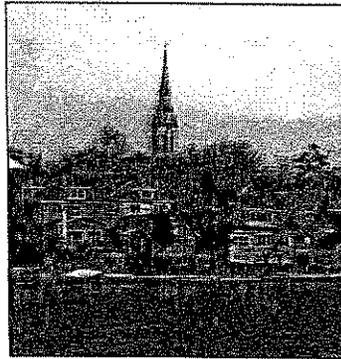
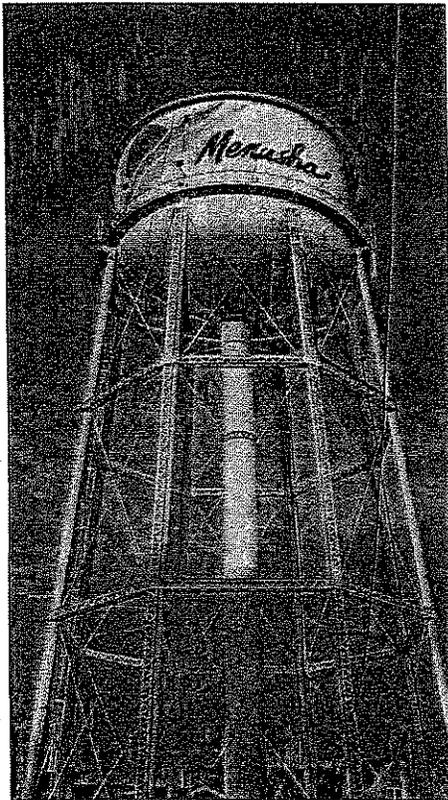
Because current sidewalk installation policy makes it unlikely walks would be constructed anywhere else in these two subdivisions, the walk is proposed to be assessed equally on an area wide, per lot basis throughout the two subdivisions. City Attorney Captain has advised me that an area wide assessment, 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
7-00700-33								

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 \$10,785.98
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	185.30 185.30 185.30 185.30 1.00	\$5,466.35 \$2,964.80 \$185.30 \$926.50 \$750.00
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 \$5,642.50
38								
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 \$5,900.00
39								
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 \$9,042.53
40								
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 \$8,230.89
41								
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 \$10,096.74
42								
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 \$9,247.50
43								

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	\$3,883.87 \$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

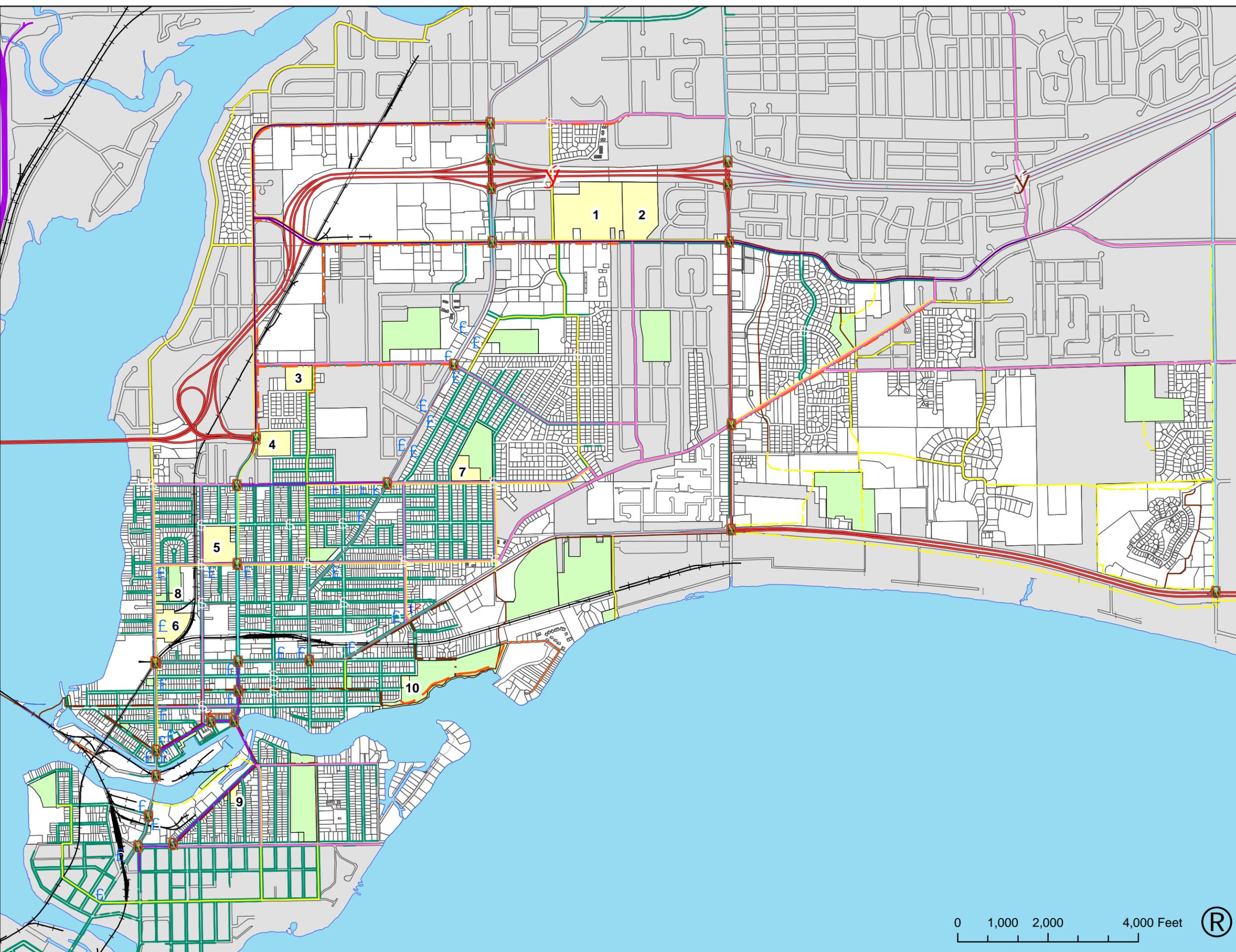
Functional Class

-  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



RESOLUTION R-10-11

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

Introduced by Alderman Taylor.

WHEREAS, the developer of Silver Birch Estates Subdivision signed a Waiver of Special Assessment Notices and Hearings under S.66.0703 Wisconsin Statutes regarding the listed improvements in the following area:

- A. Improvements
 - 1. Sanitary and Storm Sewer, Water and Gravel Streets
 - 2. Various Associated Items

- B. Location of Improvements
 - 1. Silver Birch Estates Subdivision (Unsold lots)

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MENASHA, WISCONSIN,

AND

THE PONDS OF MENASHA, LLC

DATED AS OF JANUARY ____, 2011

DEVELOPMENT AGREEMENT

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

RECITALS

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

ARTICLE I

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

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

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

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

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

"DEVELOPMENT IMPROVEMENTS" - Means structures, buildings and accoutrements

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

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

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

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

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

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

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

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

“INFRASTRUCTURE” – Public and Private Infrastructure.

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

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

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

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

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

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

ARTICLE II

OVERVIEW OF THE PROJECT

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

ARTICLE III

DEVELOPER OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

CITY OBLIGATIONS

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

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

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

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

SECTION 4.02.2

- PHASE I

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

SECTION 4.02.3

- PHASE II

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

SECTION 4.02.4

- PHASE III

- 12.5% of the EAV

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

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

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

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

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

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

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

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

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

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

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

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

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

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

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

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

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

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

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

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

the CITY, in the judgment of the CITY Comptroller.

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

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

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

POST-CLOSING OBLIGATIONS OF DEVELOPER

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

BUDGET AND BUDGET RECONCILIATION; FINANCIAL REPORTS

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

ARTICLE IX
ASSIGNMENT

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

ARTICLE X
INDEMNITY

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

ARTICLE XI
NOTICES

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

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

With a copy to:

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

With a copy to:

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

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

ARTICLE XII

NONDISCRIMINATION

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

ARTICLE XIII

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF MENASHA CLAIM FORM
NOTICE OF CIRCUMSTANCES (§893.80(1)(a))

NAME Debra A. Wenzel TELEPHONE NO 920 202 4492
ADDRESS 635 DePere St (street)
Menasha WI 54952 (city, state, zip code)

CIRCUMSTANCES OF CLAIM: On the reverse side, describe the circumstances of your claim (attach additional sheets if necessary). For auto/property damages attach a copy of police report, if any; and a diagram of the accident scene including north, south, east or west. For personal injury indicate the nature of the injury; if medical attention was given, the name of the physician/immediate care/hospital. List the names and addresses of any witnesses to the incident/accident. The more specific the information, the easier the processing will be.

Incident/Accident Information:

Date Sept 2010 Place: 635 DePere St
Time _____ Menasha WI 54952

(Circumstances of claim and witnesses on reverse)

Signed: Debra A Wenzel Date: 1-14-11

CLAIM FORM (§893.80(1)(b))

You are not required to make a claim at this time. As long as you have completed and filed the above Notice of Circumstances of claim with the City of Menasha, you may file a claim against the City of Menasha at any time consistent with the applicable statute of limitations. **In order for the City of Menasha to formally accept or disallow your claim at this time, you must complete and sign the form below.** Please provide copies of any bills supporting the amount of the claim. For claims involving auto/truck/property damage, please attach two estimates.

The undersigned hereby makes a claim against the City of Menasha arising out of the circumstances described above. The claim is for relief in the form of money damages in the amount as indicated below, and non-monetary relief as follows: _____

Auto/truck: \$ _____ Personal Injury: \$ _____
Property: \$ 7,225.00 Other (specify): \$ _____

Signed: Debra A Wenzel Date: 1-14-11
Address: 635 DePere St (street)
Menasha WI 54952 (city, state, zip code)

376 1170
JAN 14 2011
CITY OF MENASHA
dg

revised 02/10

Circumstances of claim (attach additional sheets if necessary): _____

The roots of the cities oak tree located on the easement at 635 DePere St caused major damage to the main sewer line for my house. The problem was first noticed in September 2003 when my pipes became backed up and it was necessary for me to have a plumber auger the main. I contacted the city at this time asking how I would go about getting the tree removed as it was damaging my property. I was informed the tree would need to be dead before they would consider removing it. ~~In May~~ I continued to use Root-X on a bi-monthly basis to help slow down the damage to my property by the city's tree. In May 2010 my pipes backed up again. At this time

Witnesses (names and addresses): _____

Procedure for filing claims:

1. In most instances, a signed Notice of Circumstances of claim must be filed with the City Clerk within 120 days after the happening of the event giving rise to the claim or will be barred by the Statute of Limitations.
2. A Claim must also be filed with the City Clerk containing your address and an itemized statement of the relief or damages(s) sought. This is the bottom portion of the form entitled "Claim Form" Until this portion is completed and submitted to the City, no action will be taken. Mail or submit claims to: City Clerk, City of Menasha, 140 Main Street, Menasha, WI 54952.
3. The City Risk Manager and/or CVMIC (the City's liability insurance carrier) will then determine if your claim should be paid, compromised or disallowed. You will be notified by letter should the City determine to pay or compromise your claim. If your claim is determined to be disallowed, the matter may go before the Common Council for formal disallowance.
4. This procedure is established by State Statutes to provide a mechanism for persons to recover damages in the event a municipality is responsible for an incident. This procedure is also designed to protect the municipality and its taxpayers from having to pay out inappropriate and/or nuisance claims.

It was determined the damage was so severe I was at risk of the pipe collapsing. After getting quotes from various plumbing businesses I selected RT Kampo. They were chosen based on their price, their ability to coordinate themselves with an excavation company and their reputation.



Memorandum

DATE: February 14, 2011

TO: Pam Captain, City Attorney

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

RE: Wenzel Claim - Sanitary Sewer Lateral Damage
635 DePere Street

The claimant, Debra Wenzel, states roots of a City terrace tree caused major damage to the sewer line for her house located at 635 DePere Street. She indicates the problem was first detected in September, 2003 when the sewer line backed up, after which she said she contacted the City to inquire of the possibility of the City removing the tree due to the damage it was doing to her pipes. In her claim, Ms. Wenzel states the City informed her the tree would need to be dead before it would be considered for removal.

After the 2003 incident, Ms. Wenzel indicated she continued to use a root inhibitor in her sewer lateral on a bi-monthly basis to help minimize root penetration. In 2010 her lateral backed up again and it was determined (by her plumber?) the pipe was in a severely damaged condition to the point of risking a pipe collapse. She sought and received contractor proposals for repair and selected RJ Kampo for the work. She is seeking relief in the form of money damages in the amount of \$7,225.00.

The City of Menasha's policy regarding sanitary sewer laterals places responsibility on the property owner for the entire lateral, including the portion within the street right of way. Any tree growing near the sewer lateral has the potential for its root system to break through the lateral pipe if the pipe is in poor enough condition to allow such penetration. The mere fact the City has chosen to plant terrace trees does not implicate them in a damage claim of this sort, similar to the City's level of responsibility in the case of a motorist striking a properly located terrace tree. I see no culpability on the City's part for the claimed damage to the sewer lateral.

I believe it's relevant to note Ms. Wenzel supplied the City with a video of the sewer lateral taken prior to its replacement. An Engineering Department employee (who has viewed countless feet of televised sewer) and I reviewed the video and did not see evidence of major damage from the roots. We do not share the opinion Ms. Wenzel received that the sewer was at risk of collapse, an issue she could review with the involved company who gave her that assessment.

Based on the above information, I recommend the City deny this claim.

M:\word\Claim response sewer lat 635 DePere St 2-14-11.docx