

It is expected that a Quorum of the Personnel Committee, Board of Public Works, and Common Council 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  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
July 20, 2015  
6:30 PM  
or immediately following Common Council  
AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
  - 1. [Administration Committee, 6/1/15](#)
- D. COMMUNICATIONS
  - 1. [Ken Horner, Director of Operations, CVMIC, 6/9/15; Property Insurance Update.](#)
  - 2. [Concert Health Resources Ltd City of Menasha 2015 Group Report](#)
- E. ACTION ITEMS/DISCUSSION
  - 1. [Police K-9 Vehicle and Equipment Loss.](#)
  - 2. [WEDC Site Assessment Grant and Warehousing of Wisconsin \(WOW\) logistics Development Agreements.](#)
  - 3. [Development Agreement Terms - Woodland Developments, LLC.](#)
- F. ADJOURNMENT

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

CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
June 1, 2015  
MINUTES

DRAFT

A. CALL TO ORDER

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

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Langdon, Keehan, Zelinski, Rollins-Jump, Benner, Nichols, Taylor, Krautkramer.

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, ASD Steeno, PRD Tungate, PHD McKenney, LD Lenz, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [Administration Committee, 5/18/15](#)

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

Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS

1. [Kwik Trip Annexation Petition – recommendation to Common Council.](#)

CDD Keil explained the type of annexation and the boundary agreement with Town of Menasha pertaining to annexing vacant parcels from the Town that are in the City's growth area.

Moved by Ald. Taylor seconded by Ald. Krautkramer to recommend to Common Council Kwik Trip Annexation Petition with Parcel A removed from the petition.

After consulting with CA Captain, Chairman Nichols ruled the motion was out of order as parcels cannot be added to or deleted from once the annexation process has started.

Moved by Ald. Langdon seconded by Ald. Krautkramer for unanimous consent to allow Robert Smith, owner of Parcel A, to speak to the Committee.

Motion carried on roll call 8-0.

General discussion ensued on annexing Parcel A; impact to the City; impact to Mr. Smith's business that is located on the property next to Parcel A; notices sent to property owners; different types of annexations.

Mr. Smith answered questions from the Committee

Ald. Taylor called Point of Order, unanimous consent is required to allow CA Captain to speak. Chairman Nichols ruled Point of Order not well taken-as Chairman she can allow CA Captain to speak without unanimous consent.

Chairman Nichols declared a recess at 7:45 p.m.

Committee reconvened at 8:03 p.m.

Moved by Ald. Langdon seconded by Ald. Benner to recommend to Common Council Kwik Trip Annexation Petition as submitted.

Motion carried on roll call 6-2.

Ald. Nichols, Langdon, Keehan, Zelinski, Rollins-Jump, Benner voted yes.

Ald. Taylor, Krautkramer voted no.

E. ADJOURNMENT

Moved by Ald. Keehan seconded by Ald. Rollins-Jump to adjourn at 8:04 p.m.

Motion carried on voice vote.

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

June 9, 2015

TO: CVMIC Members

FROM: Ken Horner, Director of Operations

RE: **PROPERTY INSURANCE UPDATE**

**Municipal Property Insurance Company (MPIC) is a reality!** On May 28, 2015, Wisconsin Insurance Commissioner, Ted Nickel, approved the incorporation of MPIC. The Directors of the company are:

- Jerry Deschane, Executive Director LWM and LWMMI Director
- Dennis Tweedale, CEO LWMMI
- Mike DeMoss, Executive Director CVMIC
- Ken Horner, Director of Operations CVMIC
- Dean Boes, Executive Director WMMIC
- Danielle Rogacki, Operations Manager WMMIC
- MPIC's CEO (when hired)

**MPIC is still on track to issue quotations** starting in August and issuing policies as of October 2015. Being incorporated and having the authority to write insurance from the Wisconsin Department of Insurance are different. MPIC still must file coverage forms, rates and financial projections.

**How will moving from LGPIF to MPIC change your workload? Very little.**

MPIC has finalized a contract with the ASU Group to provide policy administration and claims adjusting services. Having ASU as the administrator and claims adjusters will assure a seamless transition. The Electronic Statement of Values (ESOV) will remain the same. Claims reporting processes will not change – other than new phone numbers and email addresses.

#### **MPIC Insurance**

- MPIC is an independent insurance company.
- CVMIC is one of three investors in the company.
- By partnering with WMMIC and LWMMI we will achieve the scale of economy necessary to develop a long term solution to meet your property insurance needs.
- As you know CVMIC does not use insurance agents. If you are contacted by an agent representing MPIC please let us know. If you previously worked with an agent through the League they will no longer be able to place the coverage for your community. In the interim, your primary contact regarding MPIC will be Mike DeMoss or me. We are in the process of contacting all of our members. If you have any questions

regarding what is going on with MPIC or how the property insurance renewal process will work please contact us.

Once MPIC receives the certificate of authority and we hire a CEO the source of contact will change. In the meantime, our goal is to keep you informed, answer your questions and guide you through this process. We will provide additional email updates as these efforts progress. In addition, are planning to provide update at the summer meeting (July 16 -17). That meeting will provide an opportunity to ask questions or meet individually to discuss this program. We would also welcome an opportunity to meet and discuss this program on site.

- Similar information is being sent to League and WMMIC members.

**(Legislative Action)** The final state budget and fate of the LGPIF has yet to be voted on and signed by the governor. As of this writing, we see no change in the current Joint Finance Committee's position.

Please contact Mike or me with any questions. We are pleased with the cooperation and assistance LWMMI and WMMIC are providing in helping MPIC become a reality on such short notice. Three Municipal Mutual Insurance Companies cooperating for the good of all – that's what makes member owned companies great!

Helping take the worry off your plate is our goal!

Sincerely,

Ken Horner

CC: Mike DeMoss, Dean Boes, Dennis Tweedale

Acronyms:

MPIC	Municipal Property Insurance Company
LWMMI	League of Wisconsin Municipalities Mutual Insurance
League	League of Wisconsin Municipalities
CVMIC	Cities & Villages Mutual Insurance Company
WMMIC	Wisconsin Municipal Mutual Insurance Company

# City of Menasha 2015

## Group Report

Prepared by: **Concert Health Resources**  
**John Butitta MD**  
**Virginia Schuller-Rach RN**

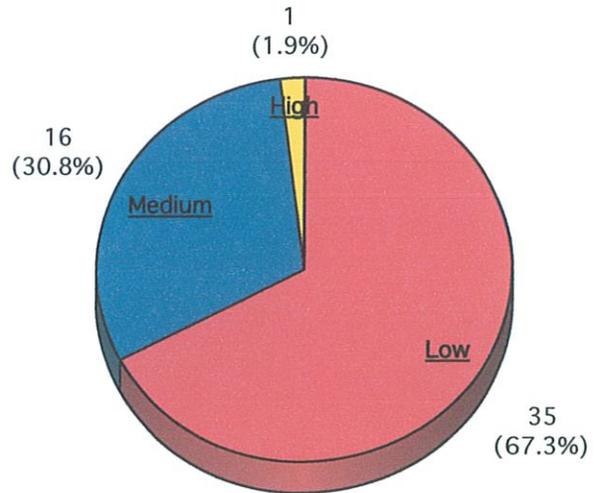
Healthy Life Analysis Group Report

This report summarizes the health risks in your group. The pie graph below shows the general health risk levels of your group. For people to fall into the low risk group, they have 0 to 1 risk factors. A medium risk person has 2 to 4 risk factors and a high risk person has 5+ risk factors. The key for lowering future health risks is to reduce the number of risk factors for each participant to the lowest level. These risk factors are all changeable lifestyle risks.

High risk participants have the highest chance for significant future health problems because of the large number of risk factors which, in combination, raise the chance of future serious health problems and costly claims.

Another way to look at the overall health of your group is to track their Wellness grades and the changes over time

Risk Factors



Here are the chronic health conditions in your group that could affect medical costs:

**All participants this year who reported these key health conditions**

<b>Asthma</b>	<b>Cancer</b>	<b>Depression</b>	<b>Diabetes</b>	<b>Heart Disease</b>	<b>Hypertension</b>	<b>Stress</b>
9.6%	7.7%	13.5%	1.9%	1.9%	7.7%	13.5%

**People who consider their health fair or poor: 1.9%**

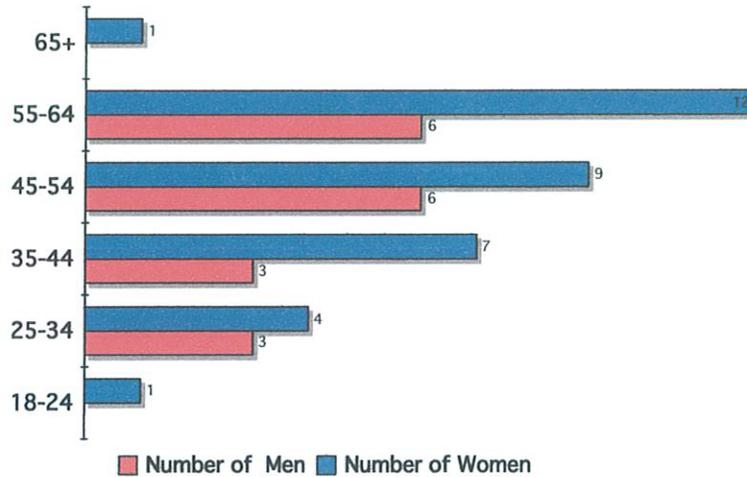
A key to controlling costs is to support healthy lifestyle change.

**All participants this year who plan a change in these key lifestyle areas**

<b>Alcohol</b>	<b>Diet</b>	<b>Exercise</b>	<b>Stress</b>	<b>Tobacco</b>	<b>Weight</b>
3.8%	57.7%	67.3%	48.1%	0%	59.6%

# Demographics

Age and Sex Distribution



## All Participants Demographics

	<u>2015</u>
Average Age	49
Men	18
Women	34

## Participants

	<u>2015</u>
• Total Participants	52
• Avg. total points	41.8

## All Participants Grades

	<u>2015</u>
• A	28.8%
• B	63.5%
• C	7.7%
• D	0.0%

# Primary Cardiovascular Risk Factors: Lipids and Blood Pressure

**National Targets: High Cholesterol**

US Adults with a High Total Cholesterol: 15.0%

**Healthy People 2020 target:** less than 13.5% with a high Total Cholesterol

Your group had a LOWER (3.8%) percentage of participants with high Total Cholesterol than the U.S. Average (15.0%)!

	<b>Ideal</b>	<b>Near Ideal</b>	<b>Elevated</b>	<b>High</b>	<b>Can't Calculate***</b>	
<b>Total Cholesterol</b>	<b>55.8%</b>		<b>40.4%</b>	<b>3.8%</b>		
<b>LDL Cholesterol</b>	<b>36.5%</b>	<b>38.5%</b>	<b>23.1%</b>	<b>0.0%</b>	<b>1.9%</b>	***=LDL not measureable due to very high Triglycerides
<b>Triglycerides</b>	<b>76.9%</b>	---	<b>11.5%</b>	<b>11.5%</b>		
<b>HDL Cholesterol</b>	<b>90.4%</b>	---	<b>7.7%*</b>	<b>1.9%**</b>		

\*HDL Low: 35-49    \*\*HDL very low: <35

**All Participants Averages**

	<b>2015</b>
• Average Total Cholesterol	189
• Average LDL	108
• Average HDL	57
• Average Triglycerides	121

**National Targets: Hypertension**

**Healthy People 2020 Goal:** more than 66% of US adults with Blood Pressure under 120/80

Of participants who reported having hypertension (see pg 1) only 25% of these people had a high BP reading at the screening! Of all participants, 7.7% had a high BP reading.

	<b>Ideal</b>	<b>Pre HTN</b>	<b>HTN Stage 1</b>	<b>HTN Stage 2</b>
<b>Blood Pressure</b>	<b>50.0%</b>	<b>42.3%</b>	<b>7.7%</b>	<b>0.0%</b>

**All Participants Hypertension Categories**

	<b>2015</b>	
• PreHypertension	42.3%	BP 120 to 139/80 to 89
• Hypertension Stage 1	7.7%	BP over 139/89
• Hypertension Stage 2	0.0%	BP over 159/99

The American Heart Association has a great list of tips to reduce blood pressure:

[http://www.strokeassociation.org/STROKEORG/LifeAfterStroke/HealthyLivingAfterStroke/UnderstandingRiskyConditions/What-You-Can-Do\\_UCM\\_310279\\_Article.jsp#.TuZq8WD2Jcw](http://www.strokeassociation.org/STROKEORG/LifeAfterStroke/HealthyLivingAfterStroke/UnderstandingRiskyConditions/What-You-Can-Do_UCM_310279_Article.jsp#.TuZq8WD2Jcw)

Many of these can be encouraged at work, especially healthy eating, reduced salt intake and exercise. The bonus is that these same interventions can also help other risk factors such as a high blood sugar, weight and high cholesterol!

# Cardiac and General Health Risks: Diabetes, Tobacco, Weight and Exercise

**National Targets: Cigarette Use**

**Current US adults who use cigarettes:** 21%

**Healthy People 2020 target:** less than 12% who use cigarettes

Your group had a LOWER percentage of cigarette smokers (0%) than the U.S. Average (21%) while 0% of your group use other forms of tobacco.

**All participants: Tobacco users**

**2015**

0%

Separating current tobacco users into categories:

- no one smokes cigarettes
- no one smokes a pipe
- no one smokes cigars
- no one uses smokeless tobacco

E-Cigarettes: 0 tobacco users and 0 non Tobacco users use them.

(note: some tobacco users fall into multiple categories)

**National Targets: Weight:**

**Current US adults who are Obese:** 31%

**Healthy People 2020 target:** less than 21% who are Obese

Your group has a LOWER (26.9%) pct of Obese people than the US Average (31.0%).

**All participants: Weight Categories**

**2015**

- Ideal 40.4%
  - Overweight\* 32.7%
  - Obese\*\* 26.9%
- \* 1 to 20% over ideal  
\*\*21+% over ideal

**National Targets: Exercise:**

**Current US adults not physically active:** 33%

**Healthy People 2020 target:** less than 21%

**Current US adults are moderately physically active:** 43%

**Healthy People 2020 target:** More than 53% who exercise 3+ times per week

Your group has a LOWER (9.8%) percent of participants who don't exercise than the U.S. average (33.0%) and a LOWER (15.7%) percentage who exercise only 1-2 times a week than the average Concert company (27.7%)\*\*.

**All participants who exercise 3+ times/week**

**2015**

74.5%

\*\*Note: Healthy People 2020 defines moderate physical activity more broadly at 2-4 times/wk

**National Targets: Diabetes**

**Diagnose all cases of Diabetes (Glucose > 125 fasting)**

**Increase exercise in people with pre-Diabetes (Glucose 100-125)**

**Reduce weight in people with pre-Diabetes (Glucose 100-125)**

**Diabetes Key Statistics**

<u>Glucose Range</u>	<u>2015</u>	
Pre-Diabetes	19.2%	Glucose of 100 to 125
Diabetes	0.0%	Glucose>125 range but did report Diabetes
Undiagnosed	0.0%	Glucose>125 range but did not report Diabetes

# Health Screening

There are several key prevention exams that are done by physicians. For women, regular exams can detect breast and cervical cancer at a curable stage. Mammograms are a critical method of early detection for breast cancer. For men and women over age 40, having a periodic rectal exam is part of the early detection protocol for colon cancer.

**Current US Mammogram Rate (women over age 50): 70%**  
**Healthy People 2020 Goal: 80%**

**Current US Pap Smear Rate (women over age 21): 60%**  
**Healthy People 2020 Goal: 70%**

**Ideal Goal: All Women**

**All Participants: Personal Screening**

	<u>2015</u>
<b>Mammogram &lt;2yrs ago</b>	92.6%
<b>Rectal &lt;2yrs ago</b>	75.0%
<b>Pap Smear &lt;2yrs ago</b>	90.0%
<b>Self Breast Exam Monthly</b>	47.1%

There are a number of other screening tests that are also available for early detection of cancers. For men and women, consider adding a test for occult blood. These tests are recommended for men and women over age 40 and in the years between colonoscopies after age 50. Any blood in the bowel movement is abnormal and can be an early sign of problems anywhere in the GI tract. The PSA (Prostate Specific Antigen) is controversial but is still the best way to detect early prostate cancer. Physicians look at both the absolute level of the PSA and the rate of rise of the PSA from year to year. We still recommend you consider adding a PSA for men over age 40 as it is the best marker available to detect early prostate cancer.

## Other Wellness and Lifestyle Issues: Lab Tests, Seat Belts and Alcohol use

**Creatinine (Kidney Function Test)**

	<u>2015</u>
<b>Normal</b>	98.1%
<b>High</b>	1.9%

**ALT (Liver Test)**

	<u>2015</u>
<b>Normal</b>	96.2%
<b>High</b>	3.8%

**Mental Health**

	<u>2015</u>
<b>Depression</b>	13.5%
<b>Stress</b>	13.5%

**Seat Belt Use**

	<u>2015</u>
<b>Always</b>	94.2%
<b>Usually</b>	3.8%
<b>Some</b>	1.9%
<b>Rarely</b>	0.0%
<b>Never</b>	0.0%

**Alcohol Use: Drinks per Week**

	<u>2015</u>
<b>0 to 7</b>	94.2%
<b>8 to 14</b>	5.8%
<b>15 to 20</b>	0.0%
<b>21+</b>	0.0%



## City of Menasha Health Screening

### Key Findings

#### Page 1

- There was only 1 high risk participant (more than 5 risk factors)
- Depression and stress as health conditions most frequently reported (13.5% and 13.5% respectively)
- The most commonly planned health changes participants chose are weight (59.6%) and Exercise (67.3%)

#### Page 2

- The average point total of all participants is very good. (41.8)

#### Page 3

- There was no one with a high LDL Cholesterol (over 160)!
- There were very few participants with a low HDL
- Only 7.7% of participants have a blood pressure in the Stage I hypertension range.

#### Page 4

- None of the participants use tobacco – congratulations!
- Over 40% of participants are within an ideal weight range! That is great! In addition, less than 27% of the people not in the ideal range are considered obese.
- People who exercise time 3+ times each week is very good.
- Diabetes: 1.9% of participants reported having diabetes (p2) but there were no blood glucoses elevated into the diabetic range.

#### Page 5

- Women over 40 are very good about having regular mammograms and pap smears.
- The percentage of people reporting regular rectal exams is very good.
- Depression and stress are the biggest issues.
- City of Menasha participants are good seat belt users and modest alcohol users.

### Value Added Services

- On line services used to make scheduling easy and provide program reminders. Health screening results are now available to everyone on line all year long.
- Expanded health coaching to a full day.
- Offered flexible screening options for the City Garage employees.

## Recommendations:

1. Encourage everyone to participate with their spouse each year.
2. Consider health screening enhancements for next year to stimulate interest and attract new participants:
  - PSAs for men over 40
  - HbA1cs for more accurate diabetic screening.
  - Hemograms (Blood counts)
  - Vitamin D levels
  - TSH to test for an under or overactive thyroid
  - Cardiac Risk Factor testing: Homocysteine, high sensitivity CRP
3. Consider periodic contacts with participants by email to provide helpful tips. People need reminders as much as they need education.
4. Continue to encourage exercising. Exercise is beneficial in dealing with stress and depression. Work site exercise challenges get people to increase exercise time and also when done in groups, builds teams. Encourage team participation in sports, group participation in classes and walking groups at breaks or before or after work to make it fun. Challenge people to log enough miles to get to a set destination. People are more likely to try something new if someone else joins them. Set up group opportunities including: zumba class, rent snow shows, rowing, hiking, etc.
5. Encourage healthy eating.
  - Post nutritional information for opportunities available around work.
  - When having meetings involving food, provide healthy options.
  - Have a monthly nutritional challenge, ie eat more veggies, drink water, etc.
  - Explore [www.choosemyplate.gov](http://www.choosemyplate.gov) for more tips and ideas.
6. Work on weight loss
  - Encourage people to use web sites or phone apps to track their food intake:
    - [www.sparkpeople.com](http://www.sparkpeople.com)
    - [www.my-calorie-counter.com](http://www.my-calorie-counter.com)
  - My fitness Pal and Lose It!
7. Blood pressure issues are very treatable with lifestyle choices and/or medication. Keeping blood pressures in the ideal range are important in preventing heart attacks and strokes. Offer periodic opportunities throughout the year for employees to have their blood pressure checked. Concert Health Resources can supply a nurse to visit to answer medical questions and check blood pressure periodically. You can also make available a blood pressure cuff on site for people to use themselves.
8. Provide educational opportunities dealing with stress and depression. Your EAP may be a great resource.



9898 W. Blue Mound Road  
Wauwatosa, WI 53226-4319

office 262-784-5666  
fax 262-784-5599

web cvmic.com

June 30, 2015

Pam Captain  
City of Menasha  
140 Main Street  
Menasha, WI 54952-3190

RE: Member: City of Menasha  
Date of Loss: 6/21/2015  
Claim #: APD055469

Dear Pam:

Enclosed for your convenience, please find a check in the amount of \$16,344.25 along with a total loss evaluation from Accurate Claims.

This amount represents the actual cash value for the police vehicle that was totaled as a result of an electrical fire.

Please note that this check reflects the City's \$1,000.00 deductible.

I have been in touch with Matt Albrecht of the Menasha Police Department and he is sending me the signed title for this vehicle so that we can have the salvage bidder pick up the vehicle.

If you have any questions, please feel free to give me a call.

Sincerely yours,

Tom Mann  
Claims Manager

TM:djr  
Enc.

# ACCURATE CLAIMS

## TOTAL LOSS EVALUATION

CLAIM # \_\_\_\_\_

INSURED: Ctiy of Menasha CLAIMANT: \_\_\_\_\_

MAKE: Ford MODEL: Expedition YEAR: 2009 MILEAGE: 80793

VIN# 1FMFU16559LA09405 DATE OF LOSS: 6/21/2015

### COMPARABLE VEHICLE QUOTES

Nada	\$	15,425.00
DEALER/WEB SITE	\$	19,985.00
DEALER/WEB SITE	\$	16,995.00
DEALER/WEB SITE	\$	16,972.00
TOTAL:	\$	69,377.00
AVERAGE OF QUOTES:	\$	17,344.25

### DEDUCTIONS

MILEAGE:	\$	-
SALVAGE RETENTION		
CONDITION:	\$	-
<b>TOTAL DEDUCTIONS:</b>	\$	-
SALES TAX @ 5.5%		
TITLE FEE	\$	-
DEDUCTIBLE	\$	1,000.00
SETTLEMENT AMOUNT	\$	16,344.25

### SALVAGE QUOTES

BUYER:	<u>Norbs Salvage</u>
PHONE#	<u>920 863-2524</u>
AMOUNT:	\$ <u>900.00</u>
BUYER:	<u>Arrow Auto</u>
PHONE#	<u>920 494-8383</u>
AMOUNT:	\$ <u>600.00</u>
BUYER:	_____
PHONE#	_____
AMOUNT:	_____

SALVAGE MOVED: no

EXPLANATION OF EXEMPTIONS ABOVE: \_\_\_\_\_

ADDITIONAL COMMENTS: \_\_\_\_\_

ADJUSTER: Dean Pierre DATE: 6/24/2015



### Memorandum

TO: Administration Committee  
From: Greg Keil, CDD   
Date: July 16, 2015  
RE: WEDC Site Assessment Grant and Warehousing of Wisconsin (WOW) Logistics  
Development Agreements

The City of Menasha has received a grant award of \$150,000 to facilitate the redevelopment of the property at 867 Valley Road. The project involves the acquisition of the property by WOW. The short term plan is to clear the site to increase parking capacity and to improve traffic circulation on site with longer term consideration for expanding the adjoining warehouse facility. The improvements associated with the grant will facilitate the retention of 100 jobs at WOW's existing warehouse facility and will create the possibility for adding at least 10 jobs in the future.

This is a pass through grant where there will be no direct financial contribution to the project by the city. There will however be indirect expense associated with city staff time spent on grant administration. The grant funds are to be used for site investigation, asbestos abatement building demolition and soil vapor assessment. The requirement for matching grant funds is to be met through the purchase of the 867 Valley Road property by WOW at a cost of \$175,000. Acquisition and site clearance is to be completed by the end of this year, with the site improvements for parking, etc., to occur in 2016 and be completed in mid-2017.

The Community Development Department is requesting that the Administration Committee recommend approval of the Site Assessment Grant Agreement between the Wisconsin Economic Development Corporation and City of Menasha, and further requests that the committee recommend approval the Development Agreement for Receipt and Reimbursement of SAG Grant Funds agreement between the City of Menasha and WOW Logistics Company.\*

*\*Note: The draft of this agreement has been modified from the original version submitted by WOW based on comments from myself and the City Attorney. The City Attorney has not had an opportunity to review this version, and additional changes may be necessary.*

**SITE ASSESSMENT GRANT AGREEMENT**  
**BETWEEN**  
**THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**  
**AND**  
**CITY OF MENASHA**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”) and City of Menasha (the “Recipient”).

**WITNESSETH**

**WHEREAS**, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Site Assessment Grant (“SAG”) program, as established by § 238.133 of the Wisconsin Statutes;

**WHEREAS**, the Recipient is a Local Governmental Unit located in Wisconsin;

**WHEREAS**, WEDC has determined that the Recipient is an eligible recipient of a SAG;  
and

**WHEREAS**, in reliance upon the Recipient’s Application, WEDC has approved the Recipient for up to One Hundred Fifty Thousand dollars (\$150,000) in a SAG.

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Paragraph 21 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of SAG.

(c) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(d) “Eligible Project Costs” means costs for which the SAG and Matching Funds may be used, as outlined in Paragraph 3 of this Agreement, which the Recipient incurs between May 4, 2015 and December 31, 2016.

(e) "Eligible Site or Facility" means one or more contiguous industrial or commercial facilities or site with common or multiple ownership that are abandoned, idle, or underused, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

(f) "Full-Time Position" means a position for which the individual holding that position is required to work at least two thousand and eighty (2,080) hours, including paid leave and holidays, and for which the individual receives pay that is equal to or at least one hundred and fifty percent (150%) of the federal minimum wage and benefits that are not required by federal or state law.

(g) "Ineligible Costs" means costs for new construction; amounts due pursuant to lien claims of the Department of Natural Resources, Environmental Protection Agency, or taxing authorities; costs related to grant applications; costs which may be covered by other statutory programs, including PECFA; and soft costs including relocation costs, insurance premiums, legal or accounting fees, architectural fees, fees related to Project financing, or project administration costs.

(h) "Local Governmental Unit" means a city, village, town, county, redevelopment authority, community development authority, or housing authority.

(i) "Matching Funds" means non-WEDC funds secured by the Recipient to meet the match requirement of the SAG under this Agreement. Eligible Matching Funds expenditures may be incurred between May 4, 2015 and December 31, 2016. Matching Funds must be, at a minimum, One Hundred Seventy-Five Thousand dollars (\$175,000) and shall not include in-kind contributions.

(j) "Petroleum Product" means gasoline, gasoline-alcohol fuel blends, kerosene, fuel oil, burner oil, diesel fuel oil or used motor oil.

(k) "Project" means the Recipient's Brownfields Redevelopment or Environmental Remediation Activities, in accordance with the Recipient's Application and the terms of this Agreement. Specifically, eligible environmental site work that will include contamination testing, asbestos abatement and site clearance activities on a 3.89 acre property.

(l) "Project Location" means the site or sites at which the Project will take place, specifically 867 West Valley Road, Menasha, Wisconsin.

(m) "SAG" means the grant monies the Recipient is eligible to receive from WEDC's Site Assessment Grant program in accordance with this Agreement.

(n) "Underground Hazardous Substance Storage Tank System" means an underground storage tank used for storing a hazardous substance other than a Petroleum Product together with any on-site integral piping or dispensing system with at least ten percent (10%) of its total volume below the surface of the ground.

(o) "Underground Petroleum Product Storage Tank" means an underground storage tank used for storing Petroleum Products together with any on-site integral piping or dispensing system with at least ten percent (10%) of its total volume below the surface of the ground.

(p) "WEDC" means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. **SAG.** Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to One Hundred Fifty Thousand dollars (\$150,000), in a SAG.

3. **Recipient's Obligations.** The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use the SAG and Matching Funds for Eligible Project Costs, incurred between May 4, 2015 and December 31, 2016, as outlined in the following budget:

Code	Project Activities	WEDC SAG Grant	City of Menasha Matching Funds	Total
0235	Environmental Site Work	\$150,000	\$0	\$150,000
0110	Real Estate Acquisition	\$0	\$175,000	\$175,000
<b>Total Eligible Costs</b>		<b>\$150,000</b>	<b>\$175,000</b>	<b>\$325,000</b>

The amount incurred by the Recipient on each Eligible Project Cost may vary by up to ten percent (10%) of the amount delineated in the table above, provided that the total amount of the WEDC SAG will not exceed the amount awarded under this Agreement. Examples of Eligible Project Costs may include:

- Demolition and asbestos abatement
- Soil and groundwater investigation

(c) Not use the SAG for any Ineligible Costs.

(d) Secure Matching Funds from non-WEDC sources equal to at least One Hundred Seventy-Five Thousand dollars (\$175,000), to achieve the match requirement of the SAG under this Agreement. Examples of activities for which Matching Funds may be used may include:

- Project site acquisition

(e) Provide signage, according to WEDC's specifications at the Project Location indicating WEDC financial participation in the Project.

(f) Provide acknowledgement, according to WEDC's specifications, of WEDC's participation in the Project in any and all planning and feasibility documents related to the Project.

(g) Provide reports to WEDC as further described in Paragraph 5 of this Agreement, in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit B.

(h) Notify WEDC in writing within thirty (30) days of any event or occurrence that may adversely impact the completion of the Project as presented in Recipient's Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

**4. Release of Funds.** WEDC will release the SAG contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request the SAG in up to ten (10) disbursements and will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous disbursement of the SAG.

(c) The Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the SAG and Matching Funds, in an amount pro rata with the amount incurred against the SAG. Such documentation may include, but not be limited to, purchase orders or invoices.

(d) The Recipient must request all SAG funds no later than December 31, 2016.

**5. Reporting.** The Recipient shall provide reports to WEDC according to the following requirements:

(a) The Recipient shall prepare and maintain such records as may be reasonably required by WEDC to demonstrate Project performance, including, but not limited to:

(i) The number of Full-Time Positions created and/or retained by the Recipient during the term of this Agreement;

(ii) The amount and disposition of funds provided and disbursed under this Agreement; and

(iii) The total cost of the Project.

(b) The Recipient shall provide to WEDC Semi-Annual performance reports in such form as required by WEDC, as sample of which is attached to this Agreement as Exhibit B, covering activities between May 4, 2015 and December 31, 2016, which shall include a financial overview and narrative summary on the progress of the Project to date. The Final Semi-Annual performance report shall additionally include information on the increase of the property value of the Project Location.

(c) The Recipient shall provide to WEDC copies of any Project-related documents that are submitted to the Wisconsin Department of Natural Resources, PECFA, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports.

(d) **Schedule of Reporting:**

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Paragraph 6 Below	Schedule of Expenditures	See Paragraph 6 Below
5/4/2015 – 12/31/2015	Semi-Annual Performance Report	3/1/2016
1/1/2016 – 6/30/2016	Semi-Annual Performance Report	9/1/2016
7/1/2016 – 12/31/2016	Final Semi-Annual Performance Report	3/1/2017

**6. Schedule of Expenditures.** Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

**7. Event of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default for the purposes of this Agreement:

(a) The Recipient fails to conduct the Project and related activities in Wisconsin for a minimum of five (5) years after of the Effective Date of this Agreement.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement.

**8. Remedies in Event of Default.**

(a) Upon the occurrence of an Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within thirty (30) calendar days, WEDC may, without further written notice to the Recipient, declare the Recipient in default. In the Event of Default, WEDC may terminate the Agreement and recover from the Recipient:

(i) One hundred percent (100%) of the total amount of SAG disbursed under this Agreement;

(ii) A financial penalty of up to one percent (1%) of the SAG; and

(iii) All court costs and reasonable attorney's fees incurred by WEDC in terminating the Agreement and recovering the amounts owed by the Recipient under this provision.

(b) These amounts shall be paid to WEDC within 30 calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of twelve percent (12%) from the date of the notice of Event of Default.

(c) The thirty (30) day cure period set forth in (a) above may be extended by WEDC, provided that the Recipient begins to cure such matter and thereafter diligently pursues a cure.

**9. Recipient's Warranties and Representations.** In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Recipient's ability to perform its obligations under this Agreement, including environmental laws.

(b) The Recipient is a Local Unit of Government as defined in Section 238.133(1)(b) of the Wisconsin Statutes.

(c) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill their obligations under this Agreement.

(d) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Recipient's financial ability to comply with this Agreement.

(e) The undersigned officer of the Recipient is fully authorized to execute and deliver this Agreement on behalf of the Recipient.

(f) In making these warranties and representations, the Recipient has not relied on any information furnished by WEDC.

(g) The Recipient's warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

#### **10. Wisconsin Public Records Law and Confidential Documents.**

(a) The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, §§ 19.31-.39.

(b) Except as otherwise required or provided by court order, legal process or applicable law including §§ 19.31-.39, WEDC shall not, without the Recipient's consent, reveal or disclose to any non-government person or entity financial or other information or materials provided by the

Recipient if the Recipient has indicated that such information or materials are sensitive and should be kept confidential. The Recipient must indicate that such materials are to be protected under this paragraph by marking the documents “confidential.”

(c) If the Recipient contends that any document provided to WEDC is exempt from disclosure under Wisconsin’s Public Records Law, for reasons including that the document qualifies as a trade secret under § 134.90, the Recipient shall:

- (i) Clearly mark the document as not subject to disclosure under the Public Records Law. If the Recipient contends the document is a trade secret under § 134.90, the Recipient shall specifically mark the documents as “Confidential Trade Secrets.”
- (ii) Provide WEDC with a concise, written explanation describing the basis for contending the document is not subject to the Public Records Law.
- (iii) If applicable, provide WEDC with two copies of the document the Recipient contends is exempt – a clean copy and a copy with the exempted information redacted.

(d) WEDC agrees to notify the Recipient if it receives a public records request for documents marked under Paragraph (c).

## **11. Additional Requirements.**

(a) **Project Records.** The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient’s performance under this Agreement and the performance reports provided to WEDC.

### **(b) Inspection.**

- (i) WEDC and its respective agents, shall, upon 48 hours advance written notice to the Recipient, have the right to enter the Recipient’s premises, during normal business hours, to inspect the Recipient’s operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.
- (ii) The Recipient shall produce for WEDC’s inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement.
- (iii) WEDC reserves the right to conduct a physical site visit of the Project while the Project is ongoing and after Project completion.

(c) **Nondiscrimination in Employment.** Consistent with Wis. Stat. § 16.765: In connection with the performance of work under this contract, Recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination;

rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Recipient further agrees to take affirmative action to ensure equal employment opportunities. Recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(d) **Consolidation or Merger.** During the term of this Agreement, the Recipient shall provide written notice to WEDC of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) **Public Announcement.** The Recipient agrees to work with WEDC in making a public announcement of this Agreement.

**12. Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

**13. Choice of Law.** THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

**14. Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.

**15. Waiver of Right to Jury Trial.** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEY'S FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER.

**16. LIMITATION OF LIABILITY.** RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

**17. Severability.** The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

18. **WEDC Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.
19. **Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.
20. **No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.
21. **Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jake Kuester  
Vice President, Credit & Risk

**CITY OF MENASHA**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Don Merkes,  
Mayor

Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

City of Menasha  
140 Main St.  
Menasha, WI 54952  
Attn: Greg Keil

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development Corporation  
Division of Credit & Risk  
P.O. Box 1687  
Madison, WI 53701  
Attn: Site Assessment Grant Program  
Contract # SAG FY15-22934

**EXHIBIT A  
REQUEST FOR WEDC PAYMENT**

Award Number: SAG FY15-22934	Rep: A. Rabin	Recipient: City of Menasha
FEIN # 39-6005525		Request Number:
Program: Site Assessment Grant		Award Type: Grant
Funding Period Covered by this Request From: _____ To: _____		

**PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD**

Budget Code	Description	WEDC Funding This Period	Match Funding This Period	Total This Period
0235	Environmental Site Work			
0110	Real Estate Acquisition			
<b>TOTAL:</b>				

**PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION** - Disbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous disbursement of the SAG. \_\_\_\_\_
- The Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the SAG and Matching Funds, in an amount pro rata with the amount incurred against the SAG. Such documentation may include, but not be limited to, purchase orders or invoices. \_\_\_\_\_
- The Recipient must request all SAG funds no later than December 31, 2016. \_\_\_\_\_

I hereby certify that the expenses reported on this form are in accordance with the terms of the agreement and that complete and accurate records are being kept to substantiate such expenses.

\_\_\_\_\_  
**Authorized Recipient Signature** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
WEDC Underwriter \_\_\_\_\_  
Date

\_\_\_\_\_  
WEDC Controller or Finance Department \_\_\_\_\_  
Date

Retain a copy of the completed form for your records and mail the original and documentation to:  
Wisconsin Economic Development Corporation, P.O. Box 1687, Madison, Wisconsin 53701

**EXHIBIT B  
ECONOMIC DEVELOPMENT PROJECT PERFORMANCE REPORT  
(SAMPLE ONLY)**



PLEASE RETURN YOUR COMPLETED REPORT AND REQUIRED SUPPORTING DOCUMENTATION TO:  
[reporting@wedc.org](mailto:reporting@wedc.org)

<b>PROJECT INFORMATION</b>		
CONTRACT #: SAG FY15-22934 AWARDEE: City of Menasha PROJECT SITE: Menasha, WI	REPORTING DESIGNEE: Email: _____	REPORTING PERIOD:
<b>PROJECT FUNDING</b>	<b>Planned</b>	<b>Actual</b>
TOTAL PROJECT BUDGET	\$325,000	
Awardee Direct Expenditures	please enter → amounts	\$
Other Privately Funded Expenditures (investors, financial institutions)		\$
Other Publicly Funded Expenditures (state, federal, other public aid)		\$
TOTAL PROJECT EXPENDITURES		\$
WEDC Funds Utilized	\$150,000	

**SUMMARY OF PROGRESS**

Provide a comprehensive summary of project activities that have been accomplished as of the end of the reporting period. Please describe any progress towards project deliverables, as well as any factors that may have had an adverse effect on the project or slowed progress on expected performance. Briefly address project plans for the coming year including what steps will be taken to ensure performance within agreed-upon timelines. Attach additional pages if needed.

Percentage Completion of Project: \_\_\_\_\_%

What project activities have been completed as of the end of the reporting period, and which would not have occurred if not for WEDC assistance?

\_\_\_\_\_

What contract deliverables were completed during the reporting period? (Please provide an explanation for any deliverables that were not met)

\_\_\_\_\_

What actions are being taken within the next year to ensure contractual performance?

\_\_\_\_\_

**GENERAL CERTIFICATIONS**

No WEDC funds were utilized to outsource jobs from the state of Wisconsin.  
 Agree     Disagree (attach an explanation)

**PRINCIPAL/PROJECT DIRECTOR AFFIDAVIT**

As the authorized representative for this project, I hereby attest and certify that the information provided in this report is true and correct to the best of my knowledge.

\_\_\_\_\_

(SIGNATURE)

\_\_\_\_\_

(PRINT NAME)                      (EMAIL ADDRESS)

\_\_\_\_\_  
WEDC Review

<b>PROGRESS ON ACTIVITIES AND DELIVERABLES</b>	
Summarize your organization's progress towards completion of planned metrics outlined in the award agreement by providing quantitative responses, such as the number/unit attained or the percentage toward completion. Include all items in the agreement's scope of work, affirmative covenants, and performance deliverables sections. Attach additional pages if necessary, or provide additional details in the "Summary of Progress" section on page 1	
Scope of Work Item/Affirmative Covenant/Deliverable	Progress on Metric
Complete Project site acquisition	_____
Complete demolition and asbestos abatement	_____
Complete soil and groundwater investigation	_____
_____	_____
_____	_____
_____	_____

<b>CAPITAL INVESTMENT</b>	<b>Planned</b>	<b>Actual</b>
Total expenditures related to the purchase, acquisition, construction, replacement, rehabilitation or modernization of non-current, tangible, permanent fixed or capital assets.	\$ _____	Enter Totals Below
<b>Investment Breakdown</b>		
Land, Buildings & Real Estate	\$ _____	
Fixtures, Vehicles & Permanent Equipment	\$ _____	
Other Capital Assets	\$ _____	

<b>Supporting Environmental Documentation</b>
<ol style="list-style-type: none"> <li>Please provide a comprehensive summary of the work that has been accomplished during the reporting period. This summary should also include any proposed changes to the project since it was presented in the application. The summary should be ½ to 1 page long.</li> <li>Please provide photographs demonstrating the progress of the project since the last Semi-Annual Report was submitted.</li> <li>Please submit to the SAG Program copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports. The submittal date and type of report should be identified on all copies of the above referenced requested government documents sent to WEDC.</li> <li>Failure to submit required records may result in the denial of future payment requests.</li> </ol>

**DEVELOPMENT AGREEMENT  
FOR RECEIPT AND REIMBURSEMENT OF SAG GRANT FUNDS**

The parties to this Development Agreement are City of Menasha (herein "City") and WOW Logistics Company (herein "WOW"). The parties may be referred to herein individually as "party" or collectively as "parties".

**Background Recitals**

The City and WOW are making this Agreement in connection with WOW purchasing the property at 867 Valley Road, Menasha, WI (herein "Property") at a price of \$175,000 constituting the "matching funds" required by the Wisconsin Economic Development Corporation ("WEDC") and the City obtaining a WEDC Site Assessment Grant ("SAG") on May 4, 2015 by letter attached as **Exhibit A** for building demolition and environmental site assessment which grant funds will be passed through to WOW for payment of out of pocket expenses, with the objective of clearing up environmental conditions to make the site ready and available for development (the "Project").

- 1. Purpose of this Agreement.** The purpose of this Agreement is to allocate the responsibilities between the City and WOW to complete the Project. WOW needs assurance that the City has approved this Agreement before WOW can close the purchase of the Property. If WOW does not close the purchase of the Property, this Agreement will become null and void. The City will accept SAG grant funds from WEDC and transmit those funds (as a "pass through") for payment of SAG Services invoices either to WOW or WOW's Contractor as described below.
  
- 1.2. WEDC Grant Application.** The terms and conditions of the WEDC grant application are made part of this Agreement and incorporated herein for reference and WOW is required to comply with those terms and conditions contained therein, subject to the further acknowledgement and agreement that the timing of developing improvements on this site will be determined by the needs of WOW in accordance with the needs of its tenants for expansion in the adjoining property which is presently fully occupied, and further acknowledging that when those needs arise, WOW must have this site available and ready for development and risk losing a large tenant and over 100 jobs in the City of Menasha currently associated with this site if expansion cannot be promptly provided.
  
- 2.3. WEDC Grant Approval for SAG Services.** On May 4, 2015 WEDC approved the Application submitted by Key Engineering Group, Ltd. for SAG grant funds up to a total of \$150,000 for demolition, asbestos abatement, and groundwater and soil investigation ("SAG Services") as further detailed in the Application naming the City as "Recipient" of the grant.
  
- 3.4. City Approval of WEDC Contract.** The City will approve the WEDC "Site Assessment Grant Agreement" ("WEDC Agreement") and perform all obligations therein as "Recipient", subject to the condition that WOW closes the purchase of the Property.
  
- 4.5. City Not to Incur Out of Pocket Expenditures.** The City does not agree to pay from its own funds any expenses, charges, or fees to WEDC, WOW, or the environmental consultant/contractor ("Contractor") that will be hired to perform the SAG Services. The City involvement will be internal administration only of the WEDC Agreement, recordkeeping, reporting, and disbursement requests required by the City as "recipient of the grant" and transmittal of those grant funds to WOW or the Contractor.

- 5-6. WOW Purchase of Property. WOW is evaluating its remaining conditions that need to be satisfied in order to proceed with closing the Offer to Purchase of the Property from the current owner Realty Opus, Inc. The closing is to occur on or before ~~September 20, 2015~~ October 31, 2015 at a price of \$175,000.
- 6-7. WOW to Hire Contractor to Perform SAG Services. WOW will enter directly into a contract with Key Engineering as Contractor to perform the SAG Services. WOW, not the City, will be responsible to pay Key Engineering either with SAG grant funds received from the City or with WOW's own funds.
- 7-8. WOW Holds Harmless and Indemnifies City. WOW agrees to hold the City harmless and agrees to indemnify the City from any payment obligation associated with purchase of the Property, SAG Services, and any other subsequent environmental remediation expenses associated with the Property incurred after the purchase of the Property by WOW.
- 8-9. Commencement and Payment for SAG Services. WOW will arrange for its Contractor to commence SAG Services as soon as possible after closing the purchase of the Property. As invoices are received from the Contractor the City will apply to WEDC for grant funds reimbursements from WEDC. The City will transfer grant funds it receives either to WOW or the Contractor for payment of Contractor's invoices for SAG Services.
- 9-10. WOW Cooperation for Record Keeping and Reports. WOW will cooperate with the City with regard to the necessary assembly and submission of documents, records, and invoices associated with the SAG Services to enable the City to maintain required records, file reports, and file grant fund reimbursement requests with WEDC as required under the SAG Agreement.
- 10-11. WOW/Permits/Compliance with Law. WOW and/or its Contractor will apply for and obtain appropriate permits ~~from the City~~ for the demolition work to be done at the Property, and the demolition will be conducted, followed by appropriate disposition of the demolition rubble, all in accordance with City, and State, and Federal ordinances, laws, and regulations.
- 11-12. Additional Environmental Property Remediation Expenses. SAG grant funds do not apply to environmental remediation expenses. Such expenses will be the sole responsibility of WOW either with its own fund or from other grant funds awarded to WOW separately and independently of this Agreement.
- 12-13. Final Objective/Site Ready for Development. WOW will ultimately make the site ready for development. The City will not require a time limit for building or other improvements to be constructed on the site which will be left up to the business discretion of WOW in accordance with its needs. WOW will plant grass or make parking areas and manage storm water drainage facilities on the site until WOW is ready for further development.

Dated and effective, subject to the conditions stated herein, on the date that this Agreement is conditionally approved (subject to the purchase of the Property by WOW and City approval of the WEDC Agreement) by the City Council of the City of Menasha.

CITY OF MENASHA

BY: \_\_\_\_\_  
Don Merkes, Mayor

WOW LOGISTICS COMPANY

BY: \_\_\_\_\_  
Howard Kamerer, President and CEO



### Memorandum

To: Administration Committee  
From: Greg Keil, CDD *gk*  
Date: July 16, 2015  
RE: Development Agreement Terms- Woodland Developments, LLC

Woodland Developments, LLC has requested assistance from the city to enable it to complete the development of the pond parcel as shown on the attached drawing. Staff has been working with Mike Hagens from that entity to establish terms of an agreement that would enable the project to move forward. Those terms include the utilization of the city's deferred assessment policy for infrastructure installation and engineering and the city's purchase of 5.2 acres of land for the purpose of making connections with the regional trail system and to provide public access to the pond as shown on the attached drawing. The proceeds from the land purchase will be used by the developer to write down past expenses incurred for the purchase and partial development of the property.

The funds required are as follows:

Street Paving	\$44,000
Engineering	\$14,300
Electric	<u>\$40,000</u>
Total	\$98,300

Land Purchase \$110,000

The source of funds for the engineering and electric installation is the city's 2015 street improvement budget. The street paving will be placed in a future year's street improvement budget (likely 2017). All of these charges would be placed as an assessment on the property under the terms of the city's deferred assessment policy. Funds for the land purchase would be derived from TID #9 tax increment. Future costs for trail development would likewise be derived from TID #9 increment and/or grant sources. We do not have a sound basis for estimating the trail development costs at this time because there has been no design or engineering. Based on other projects, we are estimating that cost to be in the \$300,000 range.

If the Administration Committee is in support of proceeding with this development, I would request a motion from the committee to direct staff to prepare a development agreement that incorporates the terms as described above for future consideration by the committee and Common Council.

## Greg M. Keil

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**From:** mhagens@new.rr.com  
**Sent:** Wednesday, July 15, 2015 2:54 PM  
**To:** Greg M. Keil  
**Subject:** Old Badger Highway project off 10 & 114

Dear Mayor and City of Menasha Council Members,

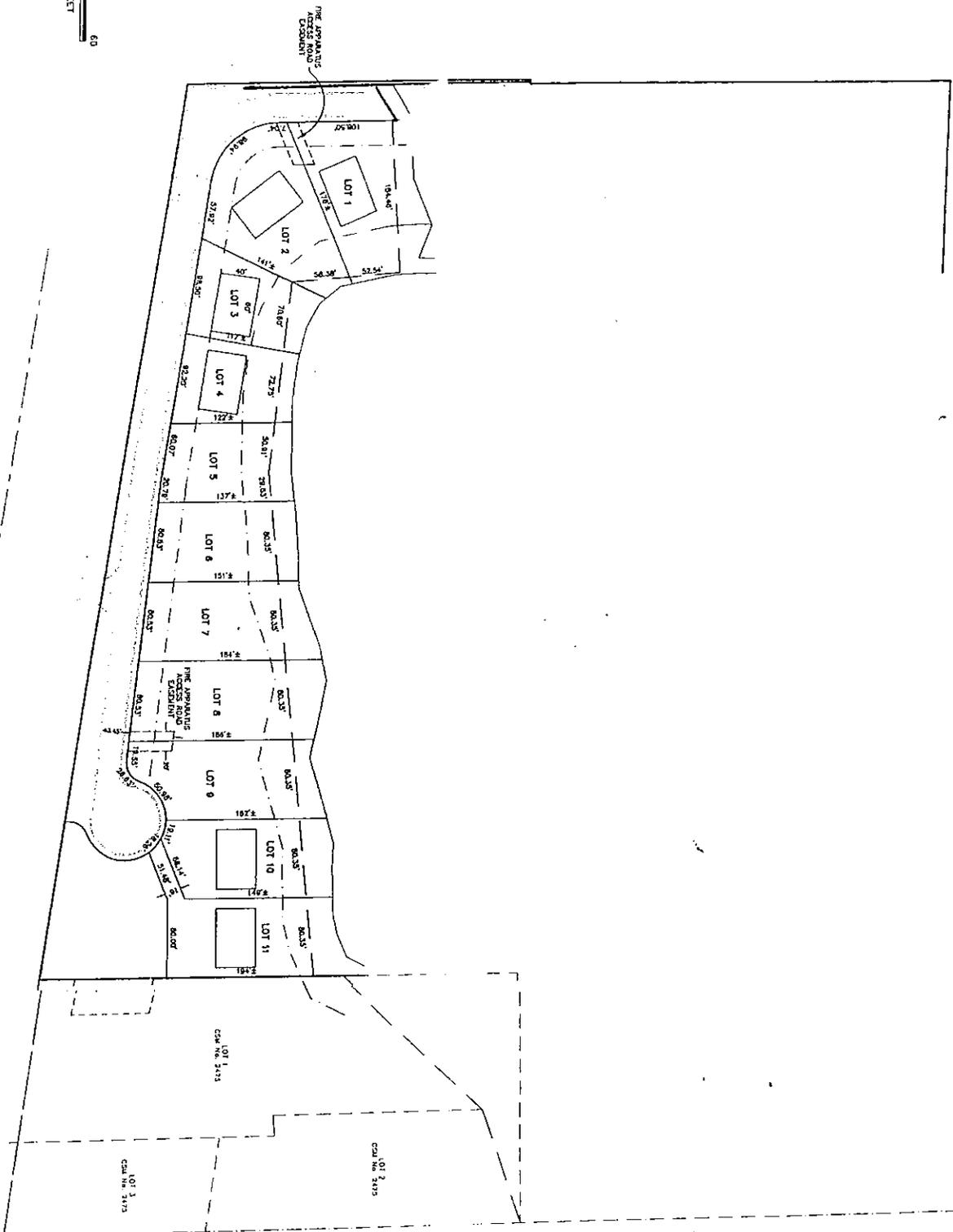
When Woodland Developments, LLC annexed to the City of Menasha, we were promised a deferred assessment to apply to streets, Engineering, & gas. This would be paid back per lot sales.

Second, the purchase of property for future trails is essential to Woodland Development , LLC (Carl A. Bowers, SR & Michael H. Hagens). The City of Menasha tiffed Lexington Homes and has not done much for our Development Co. In fact, our sales have stifled. We can't compete.

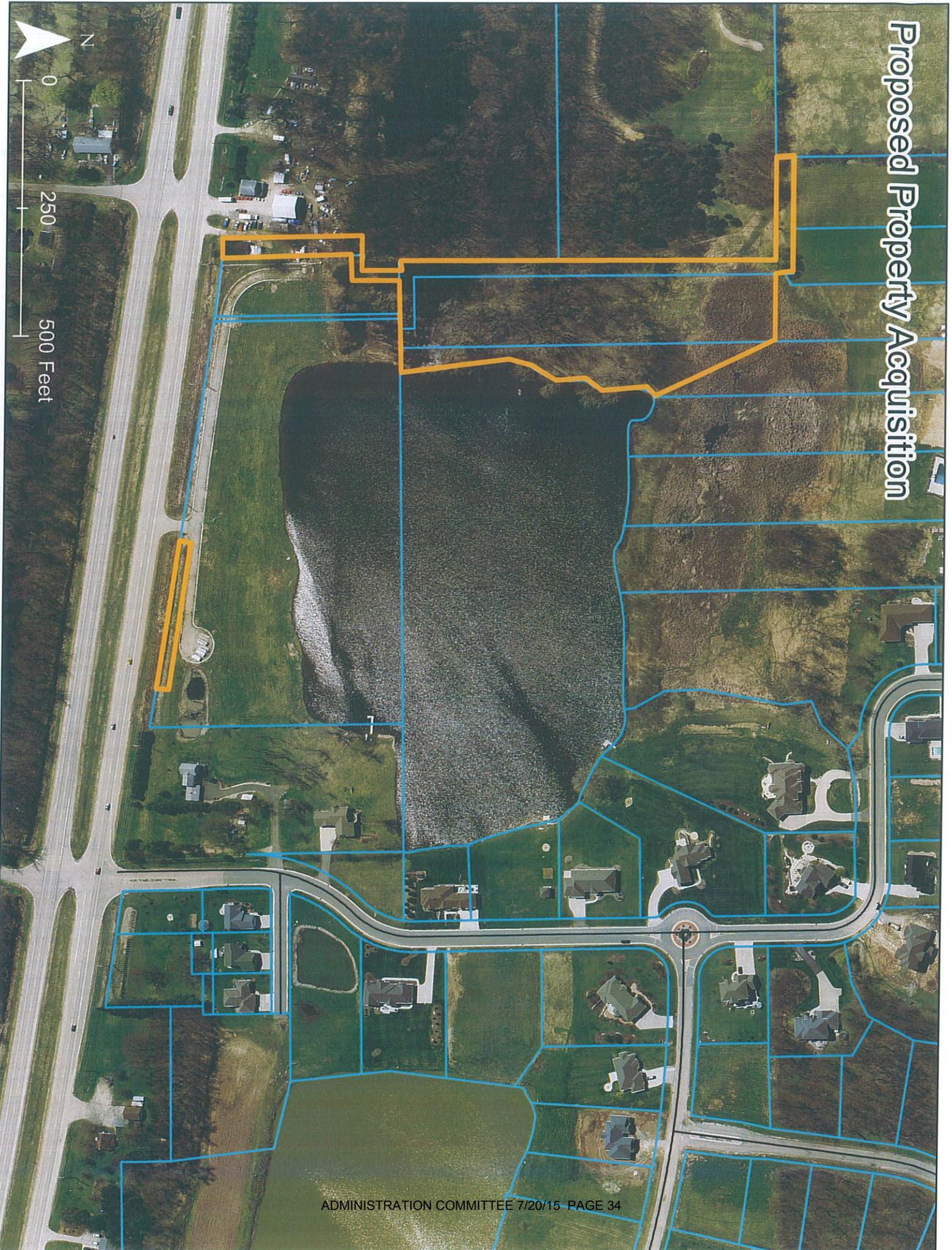
Sincerely,

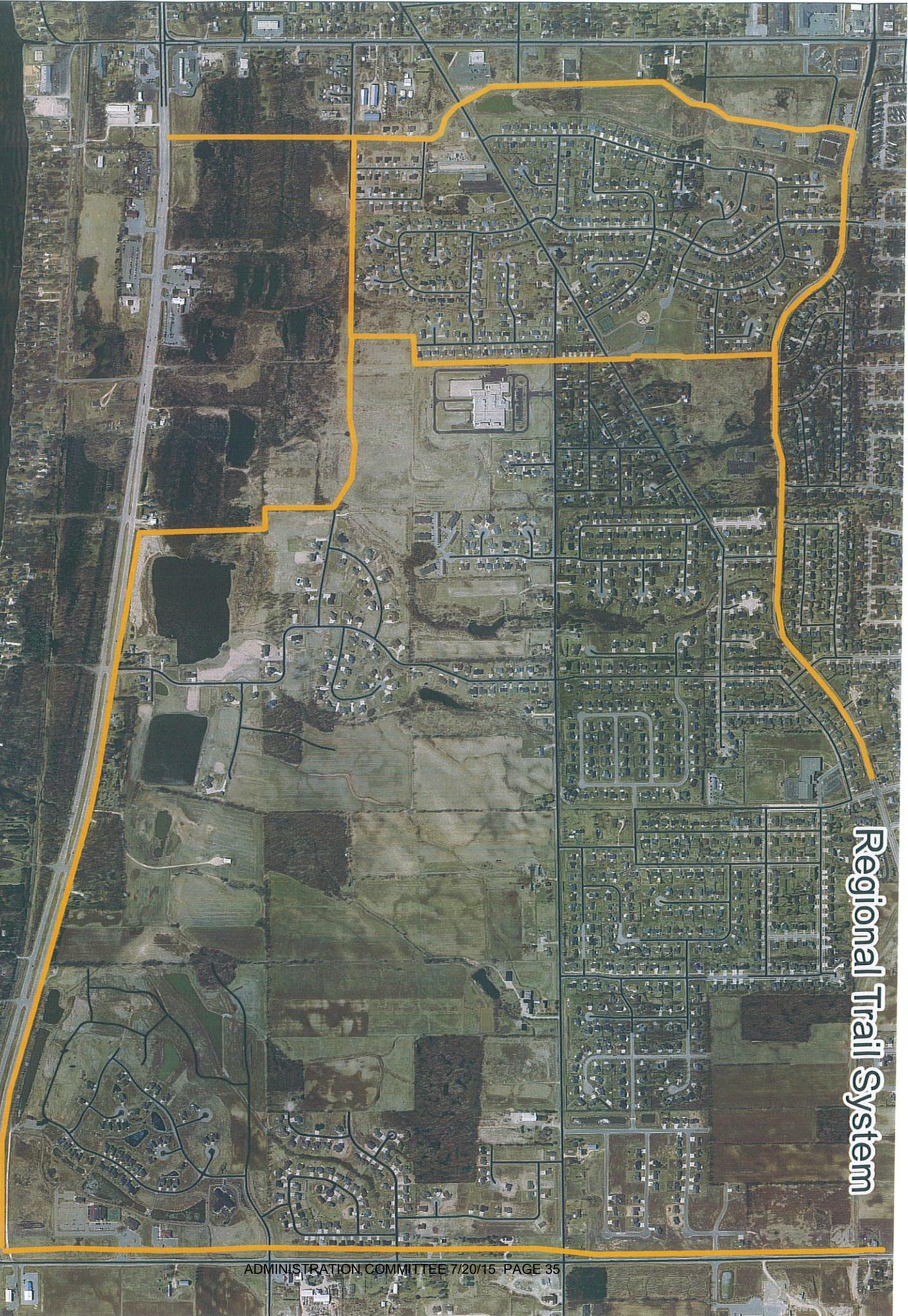
Michael H. Hagens

60 30 0 60  
SCALE - FEET



# Proposed Property Acquisition





Regional Trail System