

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, November 16, 2015**

**6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. OATH OF OFFICE – DISTRICT 4 ALDERMAN
- D. ROLL CALL/EXCUSED ABSENCES
- E. PUBLIC HEARING
1. Proposed City of Menasha Budget for the year 2016.
- F. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
- G. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
1. CDD Keil and DPW Radtke, Report on Residential Stormwater ERU Calculations.
2. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
- a. [Administration Committee, 11/02/15.](#)
- b. [Board of Health, 10/14/15.](#)
- c. [Board of Public Works, 11/02/15.](#)
- d. [Committee on Aging, 10/15/15.](#)
- e. [Plan Commission, 11/03/15.](#)
- f. [Water and Light Commission, 10/28/15.](#)
- Communications:
- g. [Clerk Galeazzi to Rob Roehrborn, Chairman, Heckrodt Wetland Reserve Board \(HWRB\), 11/06/15; Response to HWRB Denying the City's Request to be a Polling Place Location.](#)
- h. [Mayor Merkes to Ms. Wollerman, Neenah-Menasha YMCA, 11/10/2015; Support of the Aging Mastery Program® \(AMP\) grant application.](#)
- i. [National Recreation and Park Association, November 2015.](#)
- j. [Tom Buchholz, WisDOT Northeast Region to DPW Radtke, 10/09/15; Racine Roundabout Construction.](#)
- H. CONSENT AGENDA
(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)
- Minutes to approve:
1. [Common Council, 11/02/15.](#)
2. Budget Review Sessions, [11/04/15](#), [11/05/15](#), [11/09/15](#), [11/11/15.](#)
- Administration Committee, 11/02/15 – Recommends the Approval of:
3. [The City of Menasha provide notice of non-renewal to the Local Government Property Insurance Fund.](#)
4. To authorize the City Attorney to continue to get quotes from property insurance companies.
5. [To renew Underground Storage Tank Insurance with ACE American Insurance Company for a premium of \\$4,632.](#)
- Board of Public Works, 11/02/15 – Recommends the Approval of:
6. [Payment – Borsche Roofing Professionals, Inc.; Library/City Hall Re-Roofing Project; Contract Unit No. 2015-02; \\$42,274.26 \(Payment No. 2\).](#)
- Plan Commission, 10/20/15 – Recommends the Approval of:
7. [Certified Survey Map – Woodcrest Heights.](#)

Plan Commission, 11/03/15 – Recommends the Approval of:

8. [Temporary Cul de Sac Easement Release – Woodcrest Heights Drive.](#)
9. [Temporary Cul de Sac Easement – Woodcrest Heights Drive.](#)

I. ITEMS REMOVED FROM CONSENT AGENDA

J. ACTION ITEMS

1. [Accounts payable and payroll for the term of 11/02/15 to 11/12/15 in the amount of \\$928,889.64.](#)
2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)
3. [“Class A” Cider Only Liquor License Application for Van Zeeland Oil Co., Inc. 1492 Appleton Road, d/b/a Midway Mobil, Todd T. Van Zeeland, Agent for the 2015-2016 licensing year.](#)
4. [Amended and Restated Room Tax Commission and Tourism Zone Agreement.](#)
5. [Exhibition Center Cooperation Agreement.](#)

K. HELD OVER BUSINESS

L. ORDINANCES AND RESOLUTIONS

1. [O-21-15 An Ordinance Amending Title 2, Chapter 1 of the Code of Ordinances \(Polling Places\) \(Introduced by Ald. Benner\). \(Recommended by the Administration Committee\).](#)
2. [O-22-15 An Ordinance Repealing and Recreating Title 7, Chapter 10 of the Code of Ordinances. \(Hotel and Motel Room Tax\) \(Introduced by Mayor Merkes\).](#)
3. [R-37-15 A Resolution Levying Taxes for the Purpose of Paying the Operating Expenditures for the Year 2016 for the City of Menasha. \(Introduced by Mayor Merkes\).](#)
4. [R-38-15 A Resolution Approving the 2016 Capital Improvement Program. \(Introduced by Mayor Merkes\).](#)
5. [R-39-15 A Resolution Authorizing 2016 General Obligation Borrowing and the Issuance of Certificate of Indebtedness and Levying a Tax in Connection Therewith. \(Introduced by Mayor Merkes\).](#)

M. APPOINTMENTS

1. Approval of Alderman Spencer to the Landmarks Commission as Alderman Representative.

N. CLAIMS AGAINST THE CITY

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

P. RECESS TO BOARD OF PUBLIC WORKS AND PERSONNEL COMMITTEE

Q. ACTION ITEMS

1. Adjourn into Closed Session pursuant to Wis. Stats. §19.85(1) (e) and (f): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and Considering financial, medical, social or personal histories or disciplinary data of specific persons, if discussed in the public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. (Delinquent Account).
2. May reconvene into Open Session to act on what was discussed in Closed Session.

R. ADJOURNMENT

MEETING NOTICE
Monday, December 7, 2015
Common Council Meeting – 6:00 p.m.
Committee Meetings to Follow

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
November 2, 2015
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 7:10 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Nichols, Taylor, Krautkramer, Keehan.

EXCUSED: Alderman Spencer, Zelinski.

ALSO PRESENT: Mayor Merkes, CA Captain, DPW Radtke, CDD Keil, ASD Steeno, PHD McKenney, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [Administration Committee, 10/5/15](#)

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

Motion carried on voice vote.

D. ACTION/DISCUSSION ITEMS

1. [2016 Municipal Property Insurance.](#)

CA Captain explained the City's current property insurance provider, State of Wisconsin Local Government Property Insurance Fund, renewal premium is in the amount of \$46,635. This is about a 78% increase over last year's premium. She also received a quote of \$32,211 from Municipal Property Insurance Company. Municipal Property Insurance Company was recently formed by CVMIC, the League of Wisconsin Municipalities and Wisconsin Municipal Mutual Insurance Company to provide property insurance for municipalities.

Moved by Ald. Keehan seconded by Ald. Benner to recommend to Common Council that the City of Menasha provide notice of non-renewal to the Local Government Property Insurance Fund.

Motion carried on roll call 5-0.

Moved by Ald. Benner seconded by Ald. Keehan to authorize the City Attorney to continue to get quotes from property insurance companies.

Motion carried on roll call 5-0.

2. [Underground Storage Tank Insurance.](#)

CA Captain explained the City's requirement for Underground Storage Tank Insurance until the City can demonstrate financial responsibility under the Code of Federal Regulations. The renewal premium from ACE American Insurance Company is \$4,632. This is an increase over last year's premium. CA Captain stated there are few insurance companies that will issue quotes on UST insurance. ASD Steeno is checking to see if this insurance is still required with the City's change in financial status.

Moved by Ald. Keehan seconded by Ald. Benner to recommend to Common Council to renew Underground Storage Tank Insurance with ACE American Insurance Company for a premium of \$4,632.

Motion carried on roll call 4-1. Ald. Taylor voted no.

3. [O-21-15 An Ordinance Amending Title 2, Chapter 1 of the Code of Ordinances \(Polling Places\) \(Introduced by Ald. Benner\).](#)

Clerk Galeazzi explained the request from Heckrodt Wetland Reserve to no longer use the facility as a polling place. She has been working with the owners of the Winnegamie Dog Club at 2043 Manitowoc Road as a polling place for District 8 voters. Winnegamie Dog Club meets most of the requirements of a polling place. There will be a cost to rent the facility and make a few changes to comply with State Election requirements.

Moved by Ald. Benner seconded by Ald. Keehan to recommend to Common Council O-21-15 An Ordinance Amending Title 2, Chapter 1 of the Code of Ordinances (Polling Places)

Motion carried on roll call 5-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 7:35 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC, City Clerk

CITY OF MENASHA BOARD OF HEALTH
Minutes
October 14, 2015

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

B. Present: Candyce Rusin, Lori Asmus, Teresa Rudolph, Nancy McKenney, Diane Hotynski

C. MINUTES TO APPROVE

1. Lori Asmus moved to approve September 9, 2015 minutes, seconded by Diane Hotynski.
Motion passed.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

Administrative: *Budget Update* – The City of Menasha budget process is underway. Budgets will be presented to the Common Council in early November. Nancy McKenney will review the budget with the Board of Health at the November 11, 2015 meeting. *Set Fees* – Fees have remained the same for the last two years. The Board of Health will review fees at the next meeting. *Communications:* The Administration Committee approved the request to apply for \$12,000 and \$4,800 in program materials, receive, and spend a National Council on Aging: *Aging Mastery Program (AMP)* grant with the Neenah-Menasha YMCA. *Personnel:* Nancy McKenney announced that Tammie Bauer, BS, RDH has joined the Health Department staff as Public Health Dental Hygienist. She will be leading the Seal a Smile program (funded by Children’s Health Alliance of Wisconsin and Medical Assistance reimbursement) and the Oral Health for Children and Youth with Special Health Care Needs program (funded by the United Way and Medical Assistance reimbursement). Tammie has 18 years of experience and is also a Dental Hygiene Program instructor at Northeast Wisconsin Technical College in Green Bay.

Employee Safety Program: No report;

Sealer of Weights and Measures and Environmental Health Programs: Nancy McKenney noted that there would be an increase in these program work load due to new entities in Menasha;

Public Health Department: The Communicable Disease Report was reviewed by the Committee. The Committee reviewed monthly and Year to Date Communicable Disease reports. It was noted that there were more Hepatitis C cases, possibly due to increased awareness and testing. The Committee reviewed the school absence, which remained relatively low across the schools.

Health Screening 60+ Program: It was noted that a Wellness Lab would be held on November 17, 2015. Programs have been well-attended (Foot Care; Walking Club; Memory Café).

Prevention Program: The Wisconsin Department of Health Services will continue with the Prevention grant in 2016 and the City of Menasha will continue focusing on physical activity by promoting the walking trails (Corny Community Walk).

Radon: No report.

Dental Program: Loretta Kjemhus reported that

Dental Sealant Program: No report.

Lead Prevention Program:

Immunization: There is an immunization clinic scheduled for October 23, 2016 at Butte Des Morts School. This is also an Emergency Preparedness Exercise. Loretta Kjemhus and Vicki Schultz are organizing the event. Coordinating with local volunteers, the Medical Reserve Corp, Menasha Police Department, the schools, and UW Oshkosh nursing students. There will be representatives from other local health departments and the Public Health Preparedness consortium to observe operations.

Emergency Preparedness: *Fox Valley Healthcare Coalition* – Nancy McKenney is on the Board of Directors for this Coalition which includes hospital systems, EMS, and local public health departments. *Mass Influenza Vaccination Clinic:* See Immunization.

Senior Center: See Communications.

Wellness: No report.

E. ACTION ITEMS: None

F. HELD OVER BUSINESS: None

G. ADJOURNMENT:

Lori Asmus moved to adjourn the meeting, seconded by Dr. Teresa Rudolf.
Motion passed. Candyce Rusin adjourned the meeting at 9:15 am.

The next meeting will be on November 11, 2015.

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
November 2, 2015
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Krautkramer at 7:36 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Nichols, Taylor, Krautkramer, Keehan

EXCUSED: Alderman Spencer, Zelinski

ALSO PRESENT: Mayor Merkes, CA Captain, DPW Radtke, CDD Keil, ASD Steeno,
PHD McKenney, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [October 19, 2015](#)

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

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Payment – Borsche Roofing Professionals, Inc.; Library/City Hall Re-Roofing Project; Contract Unit No. 2015-02; \\$42,274.26 \(Payment No. 2\)](#)

DPW Radtke explained the payment is for work done on the roof of City Hall.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council

Payment to Borsche Roofing Professionals, Inc., for Library/City Hall Re-Roofing Project, Contract Unit No. 2015-02 in the amount of \$42,274.26 (Payment No. 2).

Motion carried on roll call 5-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 7:40 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC, City Clerk

**CITY OF MENASHA
COMMITTEE ON AGING
Menasha Senior Center
116 Main Street, Menasha
October 15, 2015
Minutes**

A. Meeting called to order at 7:55 am.

B. Present: Joyce Klundt, Mary Lueke, Nancy McKenney, Tom Stoffel, Jean Wollerman Guest: Vicki Schultz
Excused: Brenda Marks, John Ruck

C. MINUTES TO APPROVE

Tom Stoffel moved minutes to approve as September 10, 2015 minutes, seconded by Mary Lueke.
Motion passed.

D. NEW BUSINESS: **Aging Mastery Grant:** The Administration Committee approved the request to apply for \$12,000 and \$4,800 in program materials, receive, and spend a National Council on Aging: *Aging Mastery Program (AMP)* grant with the Neenah-Menasha YMCA. The Aging Mastery Program® (AMP) helps baby boomers and older adults take key steps to improve their well-being, add stability to their lives, and strengthen their ties to communities. It is funded by a three-year grant from the National Council on Aging. The program consists of courses a 10-week curriculum designed to provide the skills and tools needed to achieve measurable improvements in managing health, remaining economically secure, and contributing actively in society. A total of 13 awards will be made to organizations in Wisconsin. Each grantee will receive \$12,000 in funding plus an in-kind grant of \$4,800 of program materials. NCOA and Greater Wisconsin Area Aging Resources (GWAAR) will also provide extensive technical assistance on program implementation and sustainability strategies. The application is due on November 13, 2015. The grant period will run from January 1, 2016 to December 31, 2017.

Tom Stoffel moved to support the application for the Aging Mastery Grant, seconded by Joyce Klundt. Motion passed.

E. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

Senior Center: Jean Wollerman described the Cupcakes, Coffee, and Canvas program (a craft creation activity). This program was successful with twenty four people participating in October. She would like the program to run 4 times per year. Jean Wollerman reported that \$10,000 for the Senior Center renovation was received from Bergstrom. Another \$10,000 donation from a local business is outstanding. She noted that the Christmas Party will be held on December 8, 2015 at 12:00 pm. A chicken dinner will be catered. The cost will be \$10 per person. The Menasha Committee on Aging is invited to participate in the Neenah Committee on Aging to hear a presentation on pedestrian bike community project – Sharing the Road - on November 19, 2015 at 9:00 am. Jean will confirm the date and time. She described budget challenges. It was suggested a cost study be undertaken.
Public Health: *Sixty Plus Grant* – No report. **Community Health Assessment** - Nancy McKenney requested the Committee complete the Community Health Assessment questionnaire. This is part of a larger assessment being completed by the City of Appleton, Winnebago, Calumet, and Outagamie health departments; Affinity, Aurora, and ThedaCare health systems. She described the Community Health Needs Assessment process and will share results with the Committee on Aging as they become available. She noted that the budget process was underway. The budget narrative will include completion of the Senior Center renovation and accreditation as accomplishments in 2015. Senior Center funding from Winnebago County is level in 2016.

F. HELD OVER BUSINESS

Bench at the Senior Center – Jean Wollerman recommended that the bench be placed in the garden space adjacent to the main entrance to avoid presenting an obstacle for plowing and vehicles.

Nancy McKenney moved to place the bench in the garden space as funds become available. The motion was seconded by Tom Stoffel. The motion passed.

It was agreed that "Held Over Business" item 2 - Mission, Vision, Goals; item 3 - Safety Manual; and item 4 - Fundraising Update be postponed until the next meeting when all members were present.

ADJOURNMENT:

The meeting adjourned at 9:15 am.

The next meeting will be held on November 12, 2015 at 116 Main Street, Menasha.

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
November 3, 2015
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 3:36 PM by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Benner, DPW Radtke, Commissioner Cruickshank.

PLAN COMMISSION MEMBERS EXCUSED: Commissioner Sturm, Schmidt, and DeCoster.

OTHERS PRESENT: CDD Keil and AP Englebert.

C. MINUTES TO APPROVE

1. **Minutes of the October 20, 2015 Plan Commission Meeting**

Motion by Ald. Benner, seconded by DPW Radtke to approve the October 20, 2015 Plan Commission meeting minutes. The motion carried.

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

1. No one spoke.

E. DISCUSSION

1. None.

F. ACTION ITEMS

1. **Temporary Cul de Sac Easement Release – Woodcrest Heights Drive**

AP Englebert introduced the easement release and explained that the need for the release derived from a prior CSM that was approved by the Common Council. The intention of the developer was to establish a cul de sac easement to the north of Lot 1 and Lot 2 of the Woodcrest Heights CSM in order to comply with City of Menasha subdivision requirements.

Motion by Ald. Benner, seconded by Comm. Cruickshank to approve the Temporary Cul de Sac Easement Release for Woodcrest Heights Drive. The motion carried.

2. **Temporary Cul de Sac Easement – Woodcrest Heights Drive**

CDD Keil explained that the proposed easement meets City requirements for the size of cul de sac and location.

Motion by Ald. Benner, seconded by Comm. Cruickshank to approve the Temporary Cul de Sac Easement for Woodcrest Heights Drive. The motion carried.

H. ADJOURNMENT

Motion by DPW Radtke, seconded by Comm. Cruickshank to adjourn at 3:45 PM. The motion carried.

Minutes respectfully submitted by AP Englebert.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

October 28, 2015

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:02 a.m., with Commissioners Roy Kordus, Don Merkes, James Smolinski, and Dan Zelinski present on roll call. Also present were Melanie Krause, General Manager; Steve Grenell, Engineering Manager; William Menting, Electric Manager; Tim Gosz, Water Utility Manager; Kristin Hubertus, Finance Manager; Paula Maurer, Customer Services Manager; and John Teale, Technical Services Engineer.

Those excused were Dawn Lucier, Administrative and Accounting Assistant.

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

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

- A. Minutes of the Regular Meeting of September 23, 2015
- B. Minutes of the Special Meeting of October 14, 2015
- C. Approve and warrant payments summarized by checks dated October 1-28, 2015, which includes Net Payroll Voucher Checks, Operation and Maintenance Voucher Checks for a total of \$1,117,927.68, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call
- D. Correspondence as listed:
Copy of October 2015 MU Employee Newsletter

Item IV. Claims Against The Utility – After discussion the motion by Comm. Allwardt, seconded by Comm. Kordus, was unanimously approved to issue a formal notice of disallowance for the claim of Pekin Insurance and Curtis & Beth Dachelet, 335 Broad Street, and that they be advised of their statutory rights pursuant to Wis. Statute §893.80.

Item V. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes. Included with the purchase orders were quotes for the water plant pickup truck. A revised purchase order was distributed adding Automated Logic and Border States; additionally budgeted amounts for transformers were adjusted utilizing allocated funds from the Garfield project.

Item VI. Unfinished Business, Long Term Power Supply Contract Extension – Copies of engagement letters from prospective legal counsel were presented. WPPI members having signed the amendment, contract appendixes, distributed power concerns, and questions answered by Mike Peters were discussed in great detail.

The Commission asked to have Pam Captain, City Attorney, review the contract and to have a special meeting scheduled in order to go over the Commissioner's/Attorney written concerns.

Item VII. New Business, Election of Commission Officers – The motion by Comm. Merkes, seconded by Comm. Kordus was unanimously approved to elect Comm. Allwardt as Commission President.

A motion was made by Comm. Kordus, seconded by Comm. Merkes, to nominate Comm. Zelinski as Commission Vice-President. A motion was made by Comm. Allwardt, seconded by Comm. Zelinski, to nominate Comm. Kordus as Commission Vice-President. Comm. Zelinski was elected as Commission Vice-President by a vote of three to two.

A motion was made by Comm. Zelinski, seconded by Comm. Allwardt to nominate Comm. Kordus as Commission Secretary. A motion was made by Comm. Kordus, seconded by Comm. Allwardt to nominate Comm. Merkes as Commission Secretary. Comm. Kordus was elected as Commission Secretary by a vote of four to one.

2016 Health Insurance Proposals – General Manager Krause outlined the three proposed health insurance options for employees. General discussion ensued.

Due to the timing of available information, the commission asked to have health insurance proposals brought back at the next commission meeting.

Request for Extension for Electric Rate Case – Staff has made a request to the PSC for a year extension on filing an electric rate case. A response has not been received yet.

Professional Services Agreement for Water Main Replacement Project – The agreement from McMahon, is for professional services of water main replacements scheduled for 2016. Scope of services includes plan review & permitting, budding services, and construction administration services in the amount of \$14,300.

The motion by Comm. Merkes, seconded by Comm. Kordus was unanimously approved to accept the agreement for professional services from McMahon for Water Main Replacement project on 6th, 9th, Racine, Water and Barlow Streets and a river crossing at 3rd /Brighton Street in the amount of \$14,300.

Item VIII. Strategic Reports, Monthly Strategic Initiative Update – The September report was discussed.

September Financial and Project Status Reports – The trending of lowered residential electric consumption was discussed along with the status of the River Crossing change order request.

Water consumption was down 4.9% compared to budget; the chemical feed building is online; and water consumption was down in 2009 due to the steam plant shut down and loss of industrial load.

After discussion, the Commission accepted the September Financial and Project Status Reports as presented.

Project Reports, Water Plant projects – There was no additional information presented.

Metering Practice & Plan – Two K based meters were removed from the system and rewired; and field inspections continue to be done on meters.

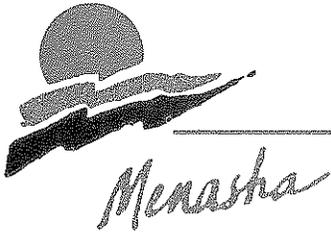
Item IX. No one from the Gallery was heard on any topic of public concern to the Utility.

Item X. The motion by Comm. Merkes, seconded by Comm. Kordus, was unanimously approved on roll call 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: Performance Evaluation of General Manger.

By: MARK L. ALLWARDT
President

ROY KORDUS
Secretary

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



November 6, 2015

Heckrodt Wetland Reserve Board
Rob Roehrborn, Chairman
1305 Plank Road
Menasha, WI 54952

Dear Chairman Roehrborn & Board Members:

In response to your letter of August 12, 2015, I'm sorry to hear the Heckrodt Wetland Reserve Board is denying the City's request to use the facility for voting. Heckrodt has been a City of Menasha polling place since 2002. Over the years we have made modifications to voting procedures as requested by Heckrodt staff.

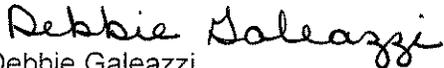
You stated one the reasons you are denying the request is a one day election turns into three days that the facility is not available for use by staff or public. We reserve the room for Election Day (Tuesday). City crews set up the room on the day before the election (Monday), which is a day that Heckrodt is closed to the public. Typically the City Crew is picking up the equipment by 8AM the day after the election (Wednesday). In the past we have honored the request of Heckrodt staff to only use half the large room allowing staff the use of half for their business.

Another reason you stated was during busy elections there are so many people in the building that Heckrodt staff could not move about the facility or use the restrooms. Every four years there is a busy election (Presidential and Mayoral). We have modified some election procedures to accommodate for the busy election. The poll workers have told me with these modifications there are fewer lines and voting moved smoothly with little or no issues.

You also stated Heckrodt staff has been yelled at, spit upon and threatened with canes from angry voters. It has never been reported to me by either Heckrodt staff or my poll workers of issues of voters yelling, spitting or threatening staff.

It saddens me that the residents of Aldermanic District 8 are denied the use of the facility as a polling place. We have secured another facility to use as a polling place.

Sincerely,


Debbie Galeazzi
Menasha City Clerk

Cc: Menasha Common Council

RECEIVED

AUG 14 2015

CITY OF MENASHA
BY _____ dg



1305 Plank Road
Menasha, WI
54952-0554
Phn: 920.720.9349
Fax: 920.720.2393

August 12, 2015

Debbie Galeazzi
Menasha City Clerk
140 Main Street
Menasha, WI 54952-3151

Dear Debbie,

Our Executive Director, Tracey Koenig, recently forwarded me an e-mail from you requesting the use of Heckrodt Wetland Reserve facilities for elections on February 16th, April 5th, August 9th, and November 8th. After reviewing your request with Tracey and our board members, we will be respectfully declining your request. I am sure that you and other city employees are unaware of the detriment to our mission and the serious hardship this causes our staff so I thought I would outline these items:

- Elections are not mission-focused and prevent us from carrying out our mission. Each election prevents educational programming for 2 days (day of election and the day after since we don't know when election equipment will be removed from our facility). In 2016 that will be 8 days with 4 elections. In addition, for each election we must make arrangements for someone with elections to pick up a key and learn the security system so they have access of Monday to set up and before/after hours election day. So the total impact for each election is 3 days - a total of 12 days in 2016.
- February elections force us to move a regularly scheduled Turtle Tots program (usually always runs 3rd Tuesday of the month) to another week. This is confusing for participants that are used to coming the same week each month.
- Mayoral and Presidential elections close HWR business completely day of election. We cannot get to the restrooms or move about the Nature Center as usual with so many people in the building.
- When we remain open for election day, HWR staff must deal with election day questions and complaints (not HWR related questions, but election related questions and complaints). Our staff has been yelled at, spat upon, and threatened with canes from angry voters on issues we have no control over.
- Telephone calls - in the days and weeks leading up to the election voters call asking about where they vote and for details about absentee voting. People wishing to absentee vote show up at the Nature Center and are usually not happy when we tell them they have to go to City Hall. On the day of election, the phone rings constantly with voters asking about the length of the voting line, directions to the Nature Center, and to verify if they vote here. We have stopped answering the phone on election day, which means we miss some of our own business calls.
- The August election occurs in our prime visitor season and intimidates nature center visitors so they don't come in, or come in and leave before visiting the center due to voter lines, etc. The election signage often confuses visitors who think the nature center is closed.

Article 22 of our lease states "HWR shall have the exclusive right to manage the leased property so as to promote the educational, charitable, or scientific purposes of the reserve. The City shall have no right to limit **in any fashion** this exclusive right unless specified by this agreement, HWR's bylaws, or state or federal law." It is clear that pursuant to the terms of the lease, HWR has the right to deny the City's request to use HWR's facilities for use as a voting site during elections. For the reasons cited above, HWR is respectfully denying the City's request to use HWR's facilities for voting purposes.

Debbie, we appreciate the long standing positive relationship with the City and we are sure after reflecting on the hardship this causes our organization, other arrangements can be made. Please feel free to reach out to me with any questions or concerns.

Best Regards,



Rob Roehrborn
robert.roehrborn@gmail.com
Heckrodt Wetland Reserve
Chairman



November 10, 2015

Dear Ms. Wollerman:

On behalf of the City of Menasha, I wholeheartedly support the Aging Mastery Program® (AMP) grant application. The Menasha Senior Center, a unique collaboration between the City of Menasha and the Neenah Menasha YMCA, is positioned to fully and successfully implement this project.

As Mayor, I am keenly aware of changing demographics and increasing demand for skills learned in the Aging Mastery Program. According to the 2009-2013 American Community Survey, it is estimated that over 25 percent of the City of Menasha residents are over the age of 55. The Aging Mastery Program® (AMP) will help baby boomers and older adults take key steps to improve their well-being, add stability to their lives, and strengthen their ties to communities.

The Menasha Senior Center welcomes any adult 55+ to participate in health and wellness activities offered. The Menasha Senior Center, participants, and the community stand to benefit from this program. The City of Menasha and Neenah-Menasha YMCA have a track record of strong collaboration that supports the application and management of this grant program.

On October 19, 2015, the City of Menasha Common Council approved the National Council on Aging: *Aging Mastery Program* grant application with the Neenah-Menasha YMCA. Throughout the three-year grant from the National Council on Aging, we stand ready to support the implementation of the grant.

We look forward to continuing our work together as we improve the health of our community.

Sincerely,

Don Merkes, Mayor

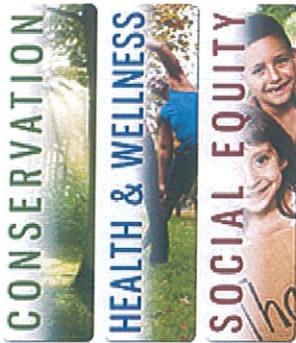
Cc: Nancy McKenney, MS, RDH
Public Health Director



National Recreation and Park Association

NRPA

Impacting Communities



Our nation’s local parks and recreation are the gateways to healthy, prosperous and connected communities. On any given day, someone is being positively affected through parks and recreation - whether they are taking a walk on a trail or fitness class at the community center, getting a nutritious meal or just reaping the benefits of clean air and water because of preserved open space.

The work of local parks and recreation takes on some of our nation’s toughest challenges like obesity, the economy and environmental sustainability and offers solutions. Local parks and recreation are uniquely positioned to make significant contributions in these areas, and do by providing critical front-line services and resources.

But we’ve got to start telling that story! Hear NRPA’s President and CEO Barbara Tulipane, CAE talk about the [NRPA’s Three Pillars](#).



Conservation—Parks are critical in the role of preserving natural resources that have real economic benefits for communities. You are the leaders, often the only voice in communities, for protecting open space, connecting children to nature, and providing education and programming that helps communities engage in conservation practices.



Health and Wellness—Agencies lead the nation in improving the overall health and wellness of communities. You are essential partners in combating some of the most complicated and expensive challenges our country faces -poor nutrition, hunger, obesity, and physical inactivity.



Social Equity—Universal access to public parks and recreation are a right, not just a privilege. Every day you are working hard to ensure that all members of your community have access to the resources and programming you offer. Very few - if any - can claim the same.

NRPA stands alongside each agency and individual in the responsibility to be a loud voice for the significance and impact of our collective work, elevated by these three pillars.

[Read more from NRPA’s President and CEO](#) about the development of the Three Pillars.

From: Buchholz, Tom - DOT [<mailto:Tom.Buchholz@dot.wi.gov>]
Sent: Monday, November 09, 2015 7:45 AM
To: Mark Radtke
Cc: Degrave, Chad - DOT
Subject: Racine Roundabout Construction

Mark,

I wanted to let you know that with last week's contingent bonding approved by the Joint Finance Committee, the Racine Road roundabout is now back on schedule to be let to bids in May 2016 with construction in summer 2016. We are still going through numbers of the joint finance but we are confident that the I41/US 10/441 Interchange is also back on schedule to be completed in 2018 as originally proposed. We are still working on numbers to confirm that and let you know.

If you have any questions, please do not hesitate to contact one of us.

Tom

Tom Buchholz, P.E.
Project Development Manager
WisDOT Northeast Region
Phone 920-360-6042
Email: tom.buchholz@dot.wi.gov

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, November 2, 2015
MINUTES

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Nichols, Taylor, Krautkramer, Keehan.

EXCUSED: Alderman Spencer, Zelinski.

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

D. PUBLIC HEARING

None

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

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

Tim Gosz, 98 Fox Street, Menasha. Issues with route of Loop the Lake trail.

Byron Kopitzke, 84 Mathewson Street, Menasha. Issues with Loop the Lake trail and Shepard Park.

Mary Meyers, 522 Broad Street, Menasha. Safety concerns if Broad Street turned into 2-way street.

Jeff Harvey, 514 Broad Street, Menasha. Safety concerns if Broad Street turned into 2-way street.

Andy Muth, 116 Fox Street, Menasha. Not support roundabouts in the City.

Dan Emery, 736 Appleton Road, Menasha. Safety concerns if Broad Street turned into 2-way street.

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. [Board of Public Works, 10/19/15.](#)

b. [Landmarks Commission, 10/13/15.](#)

c. [Library Board, 10/22/15.](#)

d. [NMFR Joint Finance & Personnel Committee, 10/27/15.](#)

e. [Neenah-Menasha Sewerage Commission, 09/22/15.](#)

f. [Plan Commission, 10/20/15.](#)

g. [Water and Light Commission, Special, 10/14/15.](#)

Communications:

h. [Addis Hilliker to Mayor Merkes, 09/22/15; Bridge Landing/Broad St.](#)

i. [CA Captain, 10/29/15; Circuit Court No. 2015CV452 In the Matter of INCORPORATION OF A PORTION OF THE LANDS COMPRISING THE TOWN OF MENASHA, Winnebago County, As a Village Pursuant to the Provisions of Ch. 66, Wisconsin Statutes.](#)

j. [Sandy Inselman to Mayor Merkes, 10/10/15; Thank you letter.](#)

k. [State of Wisconsin, Department of Natural Resources to CCD Keil 10/15/15; Final Case Closure With Continuing Obligations for the Property Located at 87 Racine Street, Menasha.](#)

l. [Waverly Sanitary District Meeting Minutes, 09/03/15.](#)

Moved by Ald. Taylor seconded by Ald. Keehan to receive Minutes and Communications A-L.

Motion carried on voice vote.

G. CONSENT AGENDA

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

Minutes to approve:

1. [Common Council, 10/19/15.](#)

Board of Public Works, 10/19/15 – Recommends the Approval of:

2. [Payment – Borsche Roofing Professionals, Inc.; Library/City Hall Re-Roofing Project; Contract Unit No. 2015-02; \\$63,385.52 \(Payment No. 1\).](#)

3. [Stained Texas Rail Plain Concrete with Insets for Third Street Bridge Railing Design.](#)

NMFR Joint Finance and Personnel Committee, 10/27/15 – Recommends the Approval of:

4. [Employer Solutions as the vendor for Neenah-Menasha Fire Rescue's 2016 physicals and use the City of Neenah's HRA Vendor for the 2016 lab work for a total cost not to exceed \\$13,102.40.](#)

Plan Commission, 10/20/15 – Recommends the Approval of:

5. [Certified Survey Map – Oneida Street and Midway Crossing. The Certified Survey Map subject to the conditions described herein and to recommend approval of the variance to the subdivision code based on the following:](#)

- a. [The variance will not be detrimental to the public safety, health or welfare or injurious to other property or improvements in the neighborhood in which the property is located;](#)
- b. [The conditions upon which the request for a variation is based are unique to the property for which the variation is sought and are not applicable generally to other property;](#)
- c. [Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result.](#)

[The approval of the Certified Survey Map is conditioned on the submittal of an ingress-egress easement to the benefit of the public as well as the relocation of a sidewalk easement to exist as a five foot easement along the north and west lot lines of Lot 3.](#)

6. [Certified Survey Map – Oneida Street and Province Link. The Certified Survey Map subject to the conditions described herein and to recommend approval of the variance to the subdivision code based on the following:](#)

- a. [The variance will not be detrimental to the public safety, health or welfare or injurious to other property or improvements in the neighborhood in which the property is located;](#)
- b. [The conditions upon which the request for a variation is based are unique to the property for which the variation is sought and are not applicable generally to other property;](#)
- c. [Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result.](#)

[The approval of the Certified Survey Map is conditioned on the submittal of an ingress-egress easement to the benefit of the public as well as the relocation of a sidewalk easement to exist as a five foot easement along the west lot line of Lot 2.](#)

Moved by Ald. Taylor seconded by Ald. Keehan to approve Consent Agenda items 1-6.

Motion carried on roll call 5-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 10/22/15 to 10/29/15 in the amount of \\$1,382,094.42.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve accounts payable and payroll.

Motion carried on roll call 5-0.

2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve beverage operator's license applications as listed in memo dated 10/29/15.

Motion carried on roll call 5-0.

3. [Motion to Reconsider – Ald. Taylor – Beverage Operators License Application for Nichole Marie Verstoppen.](#)

Moved by Ald. Taylor seconded by Ald. Keehan to reconsider the motion to deny beverage operator's license application for Nichole Marie Verstoppen.

Motion carried on roll call 5-0.

Unanimous consent of Council to allow Nichole Marie Verstoppen to speak.

Ms. Verstoppen explained some of the citations she received and the reason she did not list them on the beverage operator's license application. She also stated she was not able to attend the Common Council meeting when the beverage operator's license application was denied.

CA Captain questioned Ms. Verstoppen about the citations. Ms. Verstoppen was unable to recall the circumstances of bail jumping conviction.

Moved by Ald. Benner seconded by Ald. Keehan to deny the beverage operator's license application for Nichole Marie Verstoppen as she is considered an habitual offender under the established guidelines.

Motion carried on roll call 4-0. Ald. Taylor did not vote.

J. HELD OVER BUSINESS

1. [Board of Public Works, 10/05/15 – Recommends the Approval of:](#)

a. [Alternative J as the preferred option for the Racine Street Bridge replacement.](#)

Original motion: Moved by Ald. Nichols seconded by Ald. Keehan to approve Alternative J as the preferred option for the Racine Street Bridge Replacement.

General discussion ensued on putting this item to a vote of all City residents; maintenance cost of this type of bridge; State Statute requiring the City to take ownership of bridge; additional liability to the City; concerns if bridge is not replaced.

Unanimous consent of Council to allow Bill Bertrand from Dept. of Transportation to speak.

Mr. Bertrand explained the State Statute that requires municipalities to take ownership of a replacement bridge. He also explained Alternative J evolved from original Alternative F proposed by the DOT with recommended alteration from City staff and the public. He stated the DOT is only looking for input from the City on a replacement bridge.

Motion carried on roll call 4-1. Ald. Taylor voted no.

K. ORDINANCES AND RESOLUTIONS

None

L. APPOINTMENTS

1. [Mayor's Appointment of Brian Adesso, 1124 Silver Birch Drive, Menasha, to the Parks and Recreation Board for the term of 11/03/15 to 10/01/18.](#)

Moved by Ald. Benner seconded by Ald. Taylor to approve Mayor's Appointment of Brian Adesso to the Parks and Recreation Board for the term 11/3/15 to 10/1/18.

Motion carried on voice vote.

M. CLAIMS AGAINST THE CITY

None

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

No one spoke.

O. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 7:07 p.m.

Motion carried on voice vote.

City of Menasha
Common Council
2016 Budget Review Session
Common Council Chambers
Wednesday, November 4, 2015
MINUTES

- A. Call to Order
Meeting called to order by Mayor Merkes at 5:00 p.m.
- B. Pledge of Allegiance
Pledge of Allegiance was recited.
- C. Roll Call/Excused Absences
PRESENT: Aldermen Nichols, Taylor, Krautkramer, Keehan, Zelinski, Spencer, Benner.
ALSO PRESENT: Mayor Merkes, CA Captain, ASD Steeno, LD Lenz, PHD McKenney,
CDD Keil, AP Englebert, Clerk Galeazzi and Library Trustees Mary Crawmer, Patrick Murray
and Chris VanderHeyden.
- D. People from the Gallery to be heard on matters pertaining to the agenda
(five (5) minute time limit for each person)
No one spoke.
- E. Mayor Merkes – Introduction of 2016 City of Menasha Budget
Mayor Merkes gave an overview of staff's 2015 accomplishments and 2016 objectives.
- F. Library
Library Trustee Mary Crawmer spoke on the programs offered by the Library.
LD Lenz gave an overview of the Library budget.
General discussion ensued on the Library budget.
- G. Health Department/Senior Center/Weights & Measures/Employee Safety
PHD McKenney gave an overview of the Health Department budgets.
General discussion ensued on the Health Department budgets.
- H. Attorney/Clerk/Elections
CA Captain gave an overview of the Attorney budgets.
Clerk Galeazzi gave an overview of the Clerk and Elections budgets.
General discussion ensued on the Attorney, Clerk and Elections budgets.
- I. Community Development
CDD Keil and AP Englebert gave an overview of the Community Development budgets.
General discussion ensued on the Community Development budgets.
- J. Adjourn
Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 8:20 p.m.
Motion carried on voice vote.

Deborah A. Galeazzi, WCMC, City Clerk

City of Menasha
Common Council
2016 Budget Review Session
Common Council Chambers
Thursday, November 5, 2015
MINUTES

- A. Call to Order
Meeting called to order by Mayor Merkes at 5:00 p.m.
- B. Pledge of Allegiance
Pledge of Allegiance was recited.
- C. Roll Call/Excused Absences
Present: Alderman Taylor, Krautkramer, Keehan, Zelinski, Spencer, Nichols (5:03pm)
Excused: Alderman Benner
Also Present: Mayor Merkes, ASD Steeno, Clerk Galeazzi, FC Auxier, DPW Radtke, DD Alix, Asst. Street Super Nieland.
- D. People from the Gallery to be heard on matters pertaining to the agenda
(five (5) minute time limit for each person)
No one spoke.
- E. Fire Department
FC Auxier gave an overview of the Fire Department budget.
General discussion ensued on the Fire Department budget.
Moved by Ald. Zelinski seconded by Ald. Keehan to reduce Menasha's share of Commercial Dumpster by \$480.
Motion carried on roll call 6-0.
- F. Public Works
DPW Radtke, DD Alix, Asst. Street Super Nieland gave an overview of the Public Works budgets.
General discussion ensued on the Public Works budgets.
Moved by Ald. Zelinski seconded by Ald. Keehan to increase revenues in Fund 470 to add the State Grant Funds of \$49,778 and increase account 470-1003-541.82-02 by \$49,050 for an added streets project on Grandview Ave.
Motion carried on roll call 6-0.
- G. Common Council/Mayor
Mayor Merkes gave an overview of the Mayor and Common Council budgets.
General discussion ensued on the Mayor and Common Council budgets.
- H. Adjourn
Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 8:25 p.m.
Motion carried on voice vote.

Deborah A. Galeazzi, WCMC, City Clerk

City of Menasha
Common Council
2016 Budget Review Session
Common Council Chambers
Monday, November 9, 2015
MINUTES

- A. Call to Order
Meeting called to order by Mayor Merkes at 5:10 p.m.
- B. Pledge of Allegiance
Pledge of Allegiance was recited.
- C. Roll Call/Excused Absences
Present: Aldermen Krautkramer, Keehan, Zelinski, Spencer, Benner
Excused: Alderman Nichols
Absent: Alderman Taylor
Also Present: Mayor Merkes, PC Styka, Capt. Halderson, Lt. Albrecht,
Lt. Bouchard, Lt. Thorn, PRD Tungate, DDMO Alix, Pk Supt Maas, ASD Steeno,
Clerk Galeazzi.
- D. People from the Gallery to be heard on matters pertaining to the agenda
(five (5) minute time limit for each person)
No one spoke.
- E. Police Department
PC Styka reviewed the 2015 accomplishments and 2016 objectives of the Police
Department. General discussion ensued on the Police Department budget.
- F. Parks/Recreation/Forestry/Cemetery/Pool
PRD Tungate gave an overview of the Parks, Recreation, Forestry, Cemetery and
Pool budgets. General discussion ensued on the budgets.
- G. Administrative Services Department
Finance/Human Resources/IT/Assessor/Revenues
ASD Steeno reviewed the 2015 accomplishments and 2016 objectives of the
Finance, Human Resources, IT and Assessor Departments. She also explained the
expected revenues. General discussion ensued on the budgets.
- H. Adjourn
Moved by Ald. Keehan seconded by Ald. Spencer to adjourn at 8:00 p.m.
Motion carried on voice vote.

Deborah A. Galeazzi, WCMC, City Clerk

City of Menasha
Common Council
2016 Budget Review Session
Common Council Chambers
Wednesday, November 11, 2015
MINUTES

- A. Call to Order
Meeting called to order by Mayor Merkes at 5:15 p.m.
- B. Pledge of Allegiance
Pledge of Allegiance was recited. Moment of Silence recognizing Veterans' Day
- C. Roll Call/Excused Absences
Present: Aldermen Keehan, Zelinski, Benner, Nichols Krautkramer
Excused: Alderman Spencer
Absent: Alderman Taylor
Also Present: Mayor Merkes, CA Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, ASD Steeno, PRD Tungate, PHD McKenney, LD Lenz, DDMO Alix, Pk Supt Maas, Eng. Aide Hutter, Clerk Galeazzi
- D. People from the Gallery to be heard on matters pertaining to the agenda (five (5) minute time limit for each person)
No one spoke.
- E. Capital Improvement Plan (CIP)
Staff reviewed 2016 Capital Improvement Plan. General discussion ensued on the 2016 projects.

Moved by Ald. Krautkramer seconded by Ald. Keehan to reduce the amount of the Lake Park Height Street Project by \$171,915, from \$923,600 to \$751,685 and reduce the associated borrowing by the same amount.
Motion carried on roll call 5-0.

Staff reviewed 2017-2020 Capital Improvement Plans. General discussion ensued on projects for those years.

Moved by Ald. Benner seconded by Ald. Keehan to move Calumet County Emergency Siren from 2017 TIF Property Improvements to 2016 TIF Property Improvements.
General discussion ensued on discussions with Town/Village of Harrison and Calumet County; a designated site for the siren.
Motion carried on roll call 4-1. Ald. Zelinski voted no.
- F. Any Final 2016 Budget Amendments
General request for information from staff.
- G. Adjourn
Moved by Ald. Keehan seconded by Ald. Zelinski to adjourn at 6:46 p.m.
Motion carried on voice vote.

Deborah A. Galeazzi, WCMC, City Clerk



MEMORANDUM

Date: October 29, 2015

To: Administration Committee
From: Pamela A. Captain, City Attorney

Re: 2016 Property Insurance

We have received policy quotations for 2016 property insurance. We currently have a policy with the State of Wisconsin Local Government Property Insurance Fund (LGPIF). Menasha's renewal amount is \$46,635 a substantial increase from the \$26,118 we paid for coverage this year. This represents just over a 78% increase.

The new Municipal Property Insurance Company (MPIC) is quoting \$32,211 or just over a 23% increase. MPIC was recently formed by Cities & Villages Mutual Insurance Company (CVMIC), the League of Wisconsin Municipalities and Wisconsin Municipal Mutual Insurance Company.

I am recommending that Menasha provide notice of non-renewal to LGPIF.

STATE OF WISCONSIN/OFFICE OF THE COMMISSIONER OF INSURANCE
LOCAL GOVERNMENT PROPERTY INSURANCE FUND

2801 Crossroads Drive, Suite 2200, Madison, WI 53718 -- (877) 229-0009

RENEWAL POLICY -- Policy Quotation: 24652

Term: 12:01am 1/1/2016 to 1/1/2017

Transaction Effective: 1/1/2016

Named City of Menasha

Phone (920) 967-3602

Insured Pamela Captain
140 Main Street

County

Menasha, WI 54952

Quotation - Valuation Policy

Coverage	Agg	Deductible	Coverage	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	N	5,000	48,170,263	0.093	44,798
Contractors Equipment (Replacement Cost)	N	500	2,519,855	0.179	4,511
Monies and Securities	N	500	37,000	0.829	307
Alarm Credit 5%	N		90,105	0.005	(5)
Alarm Credit 15%	N		21,254,283	0.014	(2,976)
9.10% Dispersion Credit applied to Building Rate	N				

Total Annual Premium **\$46,635**

Comments

This quote is your estimated renewal policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.



MUNICIPAL PROPERTY INSURANCE COMPANY
 2801 Crossroads Drive, Suite 2200, Madison, WI 53718 – (800) 968-4670

NEW POLICY -- Policy Quotation: 735

Policy:
Term: 12:01am 1/1/2016 to 1/1/2017

Agent:

Named City of Menasha
Insured: Pamela Captain
 140 Main Street

 Menasha, WI 54952

Phone: (920) 967-3602
County:

Coverage	Deductible	Coverage	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	5,000	48,170,263	0.059	28,421
Contractors Equipment (Replacement Cost)	500	1,945,638	0.179	3,483
Monies and Securities	500	37,000	0.829	307
Total Annual Premium				\$32,211

Comments

This quote is your estimated new policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.



State of Wisconsin / OFFICE OF THE COMMISSIONER OF INSURANCE

Scott Walker, Governor
Ted Nickel, Commissioner

Wisconsin.gov

July 24, 2015

Local Government Property Insurance Fund
The ASU Group
2801 Cross roads Drive, Suite 2200
Madison, Wisconsin 53718-7999
Phone: (608)210-5673 • Toll Free: (877)229-0009
Toll Free Fax: (877)832-0122

**NOTICE OF ALTERED POLICY TERMS
RENEWAL PREMIUMS
VALUATION POLICY OCI 41-080 (R01-2012)**

City of Menasha
Pamela Captain
140 Main Street

Menasha, WI 54952

Policy Number: 140411
Renewal Date: 1/1/2016

Dear Insured:

Wisconsin Statute 631.36 provides that policyholders be notified of any significant policy or premium alterations at least 60 days prior to any anniversary (i.e., renewal) date if the changes are to become effective on the renewal date. In the event the renewal is sent by first class mail less than 60 days prior to the anniversary date, the policy change becomes effective 60 days after the notice is mailed.

As a policyholder, you have the right to cancel coverage without penalty within the prescribed 60 day time period. After 60 days, cancellation may be subject to customary short rate cancellation charges.

For policies effective on or after July 1st, 2015, the following changes have been approved and will be implemented. These changes may affect the premium you will pay for your renewal policy:

The LGPIF will adopt a Loss Cost Multiplier of 2.288 versus the current 1.413.

The rate for Automobile physical damage will increase by 35%.

Our actuarial firm, AMI Risk Consultants reviewed the Fund's fiscal condition and recommended rate changes and indicated that the rate increase outlined above are warranted.

If you have questions about any of the above changes, please contact the Fund Administrator at 877-229-0009, or the undersigned at (608) 264-8118, or email me at Brynn.BruijnHansen@wisconsin.gov.

Sincerely,

Brynn Bruijn-Hansen
Administrator for Funds and Program Management
Office of the Commissioner of Insurance

RECEIVED OCT 29 2015



October 27, 2015

Ms. Pamela A. Captain
City Attorney
City of Menasha
140 Main Street
Menasha, WI 54952

Re: ACE American Insurance Company
Underground Storage Tank Liability
12/31/2015 TO 12/31/2016

Dear Ms. Captain:

Your Underground Storage Tanks policy will be renewing shortly. Attached is the renewal quotation for coverage.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named above, may not be an insured entity. This may include partnerships and joint ventures.
- The insurance carrier is ACE American Insurance Company, incumbent carrier.
- The renewal premium is \$4,632.
- The premium is based upon expiring exposures and is not subject to annual audit.
- Defense costs are limited and included within the policy limits.
- Renewal policy terms and conditions remain unchanged.
- Schedule of locations and tanks listing are attached on the carrier's quote attached.
- The values and schedules are per the expiring policy. It is your responsibility to notify us of all necessary changes to your schedules.
- The policy is claims-made and contains the following restrictions and claims reporting requirements:
 - Immediately report all claims to the carrier at:
 - a. Notice of Claim or Storage Tank Incident:
Environmental Risk Claims Manager
ACE USA Claims
P.O. Box 5103
Scranton, PA 18505-0510
Fax: (866) 635-5687
First Notice Fax: (800) 951-4119
Email: CasualtyRiskEnvironmentalFirstNotice@acegroup.com
 - b. All Other Notices:
Environmental Risk Underwriting Officer

1255 Battery Street, Suite 450
San Francisco, CA 94111
Main 415.546.9300
Fax 415.536.8498

P. O. Box 7443
San Francisco, CA 94120-7443
License #0726293
www.ajg.com



Arthur J. Gallagher Risk Management Services

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.

ACE Environmental Risk
P.O. Box 1000
436 Walnut Street – WA 07A
Philadelphia, PA 19106

- Gallagher is responsible for the placement of the following lines of coverage:
Underground Storage Tanks
It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.
- This proposal of insurance features insurance policies which contain cancellation provisions to refund premium other than on a pro-rata basis for such occurrences including but not limited to non-payment of premium (short rate penalty provisions). At your request, we can detail the terms of such cancellation provisions.

To renew/bind this policy, please refer to the "Client Authorization to Bind Coverage" page attached.

1. Note any changes you desire to be made.
2. Date and sign.
3. Return prior to the signed & dated Client Authorization To Bind no later than **December 4, 2015**.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely

Loann Le
Account Executive

Enclosures

1255 Battery Street, Suite 450
San Francisco, CA 94111
Main 415.546.9300
Fax 415.536.8499

P. O. Box 7443
San Francisco, CA 94120-7443
License #0726293
www.ajg.com



ACE American Insurance Company
 436 Walnut Street
 Philadelphia, PA 19106

**ACE TankSafe®
 Storage Tank Liability
 Insurance Policy
 Quotation**

ACE ENVIRONMENTAL RISK

QUOTE NO: Q107869
 A.M. BEST RATING: A++ XV

DATE: 10/26/2015
 TO: Arthur J. Gallagher & Co.

NAMED INSURED: City of Menasha

INCEPTION DATE: 12/31/2015

EXPIRATION DATE: 12/31/2016

RETROACTIVE DATE: See attached Schedule of Covered Storage Tanks

POLICY LIMITS: \$1,000,000 Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)
 \$1,000,000 Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents
 \$1,000,000 Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents
 \$2,000,000 Total Policy Aggregate Limit of Liability for all Storage Tank Incidents

DEDUCTIBLE: \$25,000 Per Storage Tank Incident

PREMIUM*: \$4,632.00

This premium shall be 0% minimum-earned as of the inception date of the policy identified above.

The premium in this quote includes commission in an amount equal to 15.00 % of such premium.

COMMISSION: 15.00 %

NUMBER OF COVERED STORAGE TANKS: See attached Schedule of Covered Storage Tanks

Terms & Exclusions: This quotation contemplates the use of ACE USA forms, issued on the paper indicated below. All terms and conditions are per those forms and endorsements unless otherwise noted herein.

PF-31181 (10/10) ACE TankSafe® Storage Tank Liability Insurance Policy

Endorsements: See Attachment A

Subjectivities: See Attachment B

OFAC NOTICE: The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous Foreign agents, Front organizations, Terrorists, Terrorist organizations, and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>. In accordance with OFAC regulations, if it is determined that you or any other proposed named insured has violated U.S. sanctions law or is a Specially Designated National or Blocked Person, as identified by OFAC, we reserve the right to withdraw this quote at any time prior to binding.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from ACE U.S. insurance companies, please go to <http://www.acegroup.com/us-en/businesses/foreign-account-tax-compliance-act-fatca.aspx>.

Please read this quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms and conditions of this quotation supersede the submitted insurance specifications and all prior quotations. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This quotation has been constructed on reliance of the data provided in the submission. A material change or misrepresentation of that data voids this quotation.

THIS BINDABLE QUOTATION SHALL EXPIRE SEVENTYFIVE (75) DAYS FROM THE DATE INDICATED AT THE TOP OF THIS DOCUMENT OR NO LATER THAN THE INCEPTION DATE OF COVERAGE.

THE PREMIUM INDICATED ABOVE MUST BE REMITTED TO US WITHIN THIRTY (30) DAYS OF THE INCEPTION DATE.

Thank you for the opportunity to quote on this risk. For underwriting questions or concerns, please contact Carlos Mora at 2156405212 (phone) or Carlos.Mora@acegroup.com (email).

***POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

You are notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Terrorism Risk Insurance Act premium: \$0

SCHEDULE OF COVERED STORAGE TANKS

Insured Facility Name and Address	Tank ID No.	Tank Size (gal.)	Tank Type (UST or AST)	Retroactive Date
City of Menasha Marina 1 Center Street Menasha Wisconsin 54952	1-1	1,000	UST	03/10/2011
City of Menasha Marina 1 Center Street Menasha Wisconsin 54952	1-2	1,000	UST	03/10/2011
City of Menasha Garage 455 Baldwin Street Menasha Wisconsin 54952	2-1	10,000	UST	03/10/2011
City of Menasha Garage 455 Baldwin Street Menasha Wisconsin 54952	2-2	5,000	UST	03/10/2011

ATTACHMENT A

ENDORSEMENTS

1	PF-31164	Schedule Of Covered Storage Tanks Endorsement
2	PF-31172	Financial Responsibility Condition Endorsement
3	PF-34075	Closure, Removal or Replacement Amendatory Endorsement
4	CC-1K11h	Signatures
5	PF-23728a	Terrorism Risk Insurance Act Endorsement
6	TRIA11c	Disclosure Pursuant To Terrorism Risk Insurance Act
7	ALL-20887	Producer Compensation Practices-Policies Policyholder Notice
8	WI ALL-38969	Important Notice - Wisconsin
9	ALL-5X51a	Wisconsin Notice to Policyholders
10	ALL-21101	Trade or Economic Sanctions Endorsement
11	ILP0010104	OFAC Advisory Notice to Policyholders

ATTACHMENT B

SUBJECTIVITIES

ALL TERMS, CONDITIONS, AND PRICING ARE SUBJECT TO RECEIPT, REVIEW AND APPROVAL OF THE FOLLOWING ITEMS **PRIOR TO BINDING**

Certificate of Payment

Date: October 12, 2015

Payment Request: Two (2)

Contractor: Borsche Roofing Professionals, Inc.

Address: N2971 Highway 15, PO Box 160, Hortonville, WI 54944

Contract Unit No.: 2015-02

Project Description: Menasha Library/City Hall Re-Roofing Project

Original Contract Amount \$ 106,659.78

Change Order No.: _____ Amount: \$ _____

Previous Change Order(s): \$ _____

Total Contract Amount (Including Change Orders) \$ 106,659.78

Total Earned to Date (Summary Attached) \$ 106,659.78

Less Retainage \$ 1,000.00

Amount Due \$ 105,659.78

Previous Payments \$ 63,385.52

Amount Due this Payment \$ 42,274.26

Estimate Period from October 1, 2015 to October 22, 2015

I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.

Date: _____ By: _____

Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.

Recommended for Payment

Director of Public Works: Mark Raddler Date: 10/29/15

Common Council Approval Date: _____

Finance Department

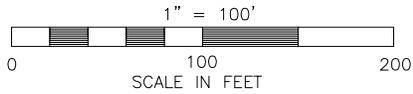
<u>Account Number</u>	<u>Budget</u>	<u>Charge to Account</u>
	\$	
	\$	
	\$	
	\$	

s:\PUBLICWORKS PUBLICWORKS\Contracts\Forms\Certificate of Payment.docx

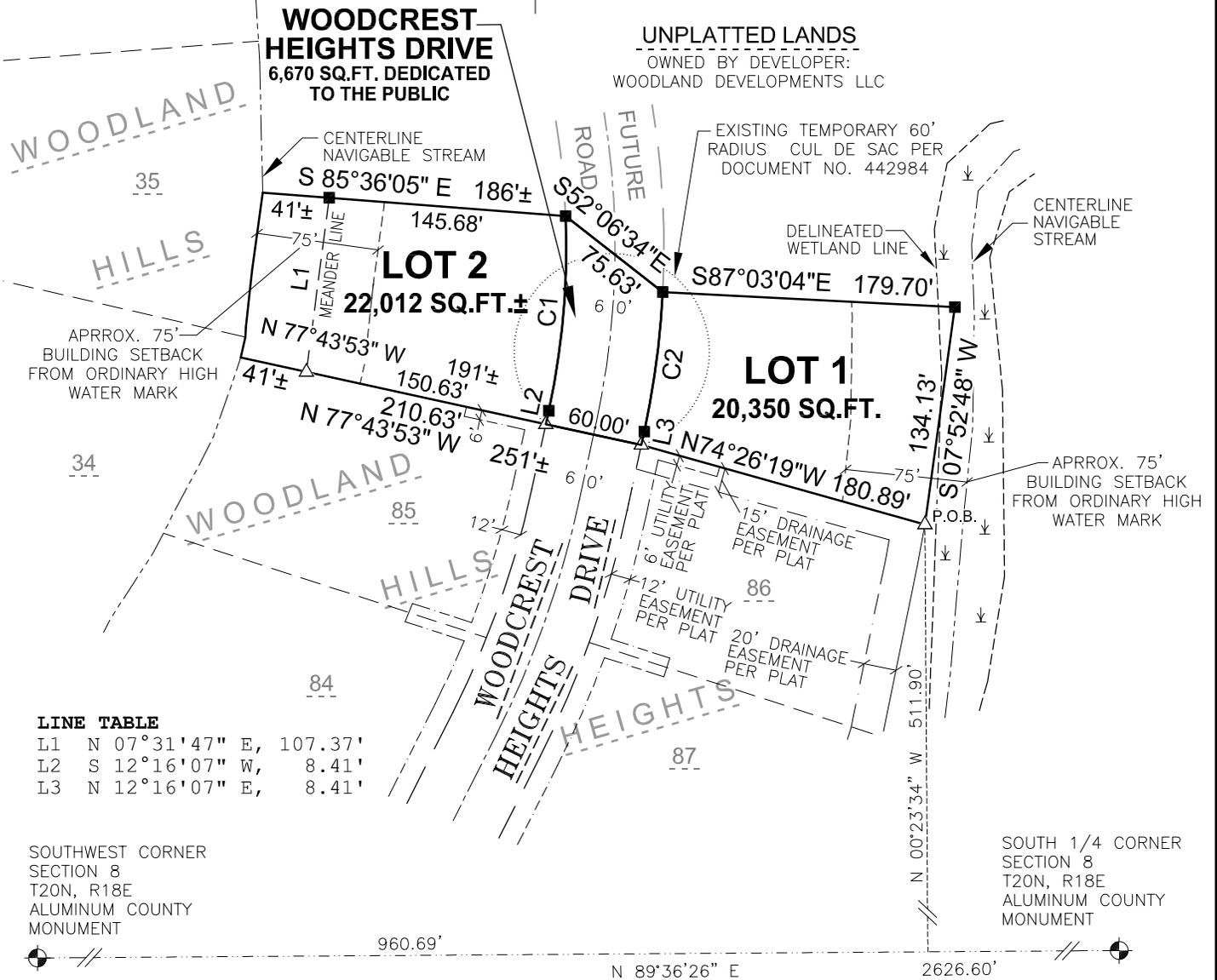
CERTIFIED SURVEY MAP NO. _____

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 8, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN.

BEARINGS ARE REFERENCED TO THE CALUMET COUNTY COORDINATE SYSTEM, IN WHICH THE SOUTH LINE OF THE SOUTHWEST 1/4, SECTION 8, BEARS N 89°36'26" E



SURVEY FOR
WOODLAND DEVELOPMENTS, LLC
C/O MIKE HAGENS
N319 BREEZEWOOD DRIVE
APPLETON, WI 54915



LINE TABLE

L1	N 07°31'47" E,	107.37'
L2	S 12°16'07" W,	8.41'
L3	N 12°16'07" E,	8.41'

SOUTHWEST CORNER
SECTION 8
T20N, R18E
ALUMINUM COUNTY
MONUMENT

SOUTH 1/4 CORNER
SECTION 8
T20N, R18E
ALUMINUM COUNTY
MONUMENT

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
1	470.00'	14°36'29"	119.83'	S 04°57'52" W	119.51'
2	530.00'	09°19'11"	86.21'	N 07°36'31" E	86.11'

LEGEND

- 1" O.D. IRON PIPE SET, 18" LONG, WEIGHING 1.130 LBS. PER LIN. FOOT
- △ 1 1/4" O.D. REBAR FOUND
- ⊕ GOVERNMENT CORNER
- P.O.B. POINT OF BEGINNING
- ∓ DELINEATED WETLANDS ON SEPTEMBER 30, 2015

SEE SHEET 2 FOR ADDITIONAL NOTES AND RESTRICTIONS

Martenson & Eisele, Inc.



1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381

Planning
Environmental
Surveying
Engineering
Architecture

PROJECT NO. 1-0719-001
FILE 1-0719-001csm SHEET 1 OF 4
THIS INSTRUMENT WAS DRAFTED BY: A.Sedlar

CERTIFIED SURVEY MAP NO. _____

NOTES AND RESTRICTIONS:

CENTERLINE OF NAVIGABLE STREAM IS SHOWN PER CALUMET COUNTY GIS AND IS NOT BASED ON AN OFFICIAL DETERMINATION AND SUBJECT TO A 75' BUILDING SETBACK FROM THE ORDINARY HIGH WATER MARK. PRIOR TO ANY BUILDING, AN OFFICIAL DETERMINATION OF THE ORDINARY HIGH WATER MARK MUST BE MADE BY AN AUTHORIZED PERSON.

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF THE NAVIGABLE STREAM, IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.

ALL BUILDING SETBACKS AND OTHER LAND USE REQUIREMENTS SHOULD BE VERIFIED BY THE CITY OF MENASHA AND CALUMET COUNTY ZONING DEPARTMENT PRIOR TO ANY CONSTRUCTION OR OTHER LAND USE ACTIVITY.

SURVEYOR'S CERTIFICATE:

I, GARY A. ZHRINGER, LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED, DIVIDED AND DEDICATED AT THE DIRECTION OF WOODLAND DEVELOPMENTS LLC, PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 8, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE NORTH 89 DEGREES 36 MINUTES 26 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 960.69 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 34 SECONDS WEST, 511.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 74 DEGREES 26 MINUTES 19 SECONDS WEST, ALONG THE NORTH LINE OF WOODLAND HILLS HEIGHTS, A DISTANCE OF 180.89 FEET; THENCE NORTH 77 DEGREES 43 MINUTES 53 SECONDS WEST, CONTINUING ALONG THE NORTH LINE OF WOODLAND HILLS HEIGHTS, A DISTANCE OF 210.63 FEET TO A MEANDER CORNER, SAID CORNER BEING SOUTH 77 DEGREES 43 MINUTES 53 SECONDS EAST, 41 FEET MORE OR LESS FROM CENTERLINE OF A NAVIGABLE STREAM; THENCE NORTH 07 DEGREES 31 MINUTES 47 SECONDS EAST, ALONG A MEANDER LINE, A DISTANCE OF 107.37 FEET TO A MEANDER CORNER, SAID CORNER BEING SOUTH 85 DEGREES 36 MINUTES 05 SECONDS EAST, 41 FEET MORE OR LESS FROM CENTERLINE OF A NAVIGABLE STREAM; THENCE SOUTH 85 DEGREES 36 MINUTES 05 SECONDS EAST, A DISTANCE OF 145.68 FEET; THENCE SOUTH 52 DEGREES 06 MINUTES 34 SECONDS EAST, A DISTANCE OF 75.63 FEET; THENCE SOUTH 87 DEGREES 03 MINUTES 04 SECONDS EAST, A DISTANCE OF 179.70 FEET; THENCE SOUTH 07 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 134.13 FEET TO THE POINT OF BEGINNING. CONTAINING 49,032 SQUARE FEET MORE OR LESS [1.126 ACRES MORE OR LESS]. INCLUDING LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF A NAVIGABLE STREAM. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH THE CITY OF MENASHA SUBDIVISION ORDINANCE IN SURVEYING, DIVIDING, MAPPING AND DEDICATING THE SAME.

THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

GIVEN UNDER MY HAND THIS 15TH DAY OF OCTOBER, 2015.

GARY A. ZHRINGER, PROFESSIONAL WI LAND SURVEYOR S-2098

CERTIFIED SURVEY MAP NO. _____

COMMON COUNCIL RESOLUTION:

RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MENASHA, THAT THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED.

DATED THIS _____ DAY OF _____, 2015.

MAYOR

CITY CLERK

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS SHOWN HEREON.

CITY TREASURER

DATE

COUNTY TREASURER

DATE

CERTIFIED SURVEY MAP NO. _____

OWNER'S CERTIFICATE:

WOODLAND DEVELOPMENTS LLC, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, HEREBY CERTIFY THAT WE CAUSED THE LAND ABOVE DESCRIBED TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS SHOWN AND REPRESENTED ON THIS MAP.

DATED THIS _____ DAY OF _____, 2015.

MICHAEL H. HAGENS MEMBER

CARL A BOWERS MEMBER

STATE OF WISCONSIN)
)SS
CALUMET COUNTY)

PERSONALLY CAME BEFORE ME ON THE _____ DAY
OF _____, 2015, THE ABOVE NAMED TO
ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC,
STATE OF _____
MY COMMISSION (IS PERMANENT)
(EXPIRES: _____)

**TEMPORARY CUL DE SAC
EASEMENT RELEASE**

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CITY OF MENASHA (RELEASEES) DOES HEREBY GRANT THE RIGHT TO RELEASE A TEMPORARY CUL DE SAC EASEMENT WITHIN AN EASEMENT AS DESCRIBED BELOW:

THE EASEMENT TO BE RELEASED IS LEGALLY RECORDED AS DOCUMENT NO. 442984, DESCRIBED AS:

PART OF THE SOUTHWEST 1/4, SECTION 8, TOWN 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 01 DEGREES 05 MINUTES 55 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 592.78 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 725.10 FEET TO THE POINT OF BEGINNING; THENCE 314.16 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, WITH A CHORD WHICH BEARS SOUTH 78 DEGREES 45 MINUTES 39 SECONDS EAST, 60.00 FEET; THENCE NORTH 78 DEGREES 45 MINUTES 39 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 10,984 SQUARE FEET (0.252 ACRES).

Record and return to:
Martenson & Eisele, Inc.
1377 Midway Road
Menasha, WI 54952

Parcel Identification Number: Part of 7-0084-000

THE LOCATION OF THE EASEMENT TO BE RELEASED HEREIN DESCRIBED IS SHOWN ON THE REFERENCE DRAWING MARKED "EXHIBIT A" AND MADE A PART HEREOF.

IN WITNESS WHEREOF, THE CITY OF MENASHA, SAID RELEASEE HAS CAUSED THESE PRESENTS TO BE SIGNED

THIS _____ DAY OF _____, 2015.

SIGNATURE

PRINT NAME & TITLE

STATE OF WISCONSIN)

) ss

_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2015, THE ABOVE-NAMED, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

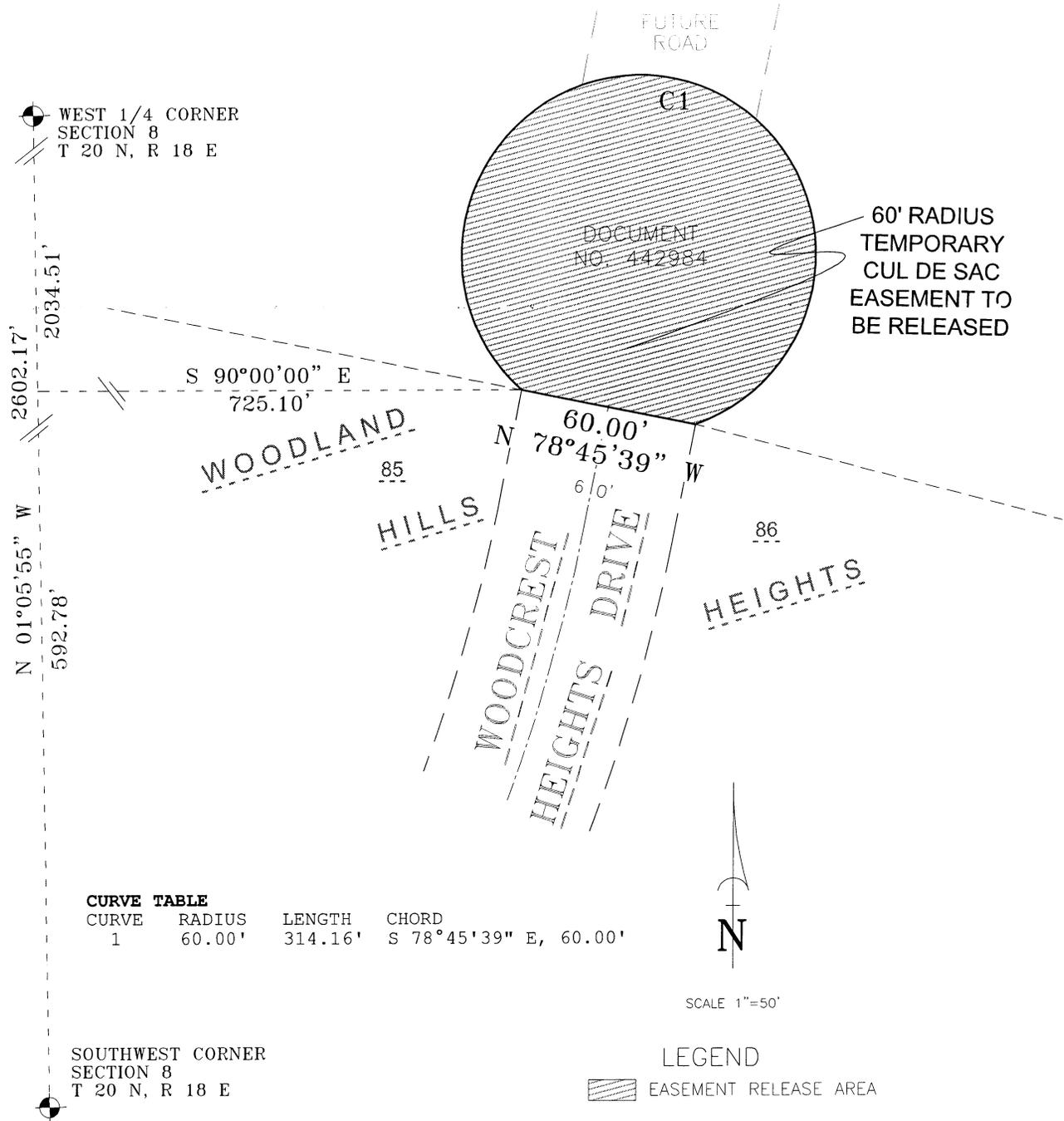
NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION EXPIRES _____

EXHIBIT "A"

RELEASE OF TEMPORARY CUL DE SAC EASEMENT

PART OF THE SOUTHWEST 1/4, SECTION 8, TOWN 20 NORTH, RANGE 18 EAST,
CITY OF MENASHA, CALUMET COUNTY, WISCONSIN



CURVE TABLE			
CURVE	RADIUS	LENGTH	CHORD
1	60.00'	314.16'	S 78°45'39" E, 60.00'

SCALE 1"=50'

LEGEND
 EASEMENT RELEASE AREA

Martenson & Eisele, Inc.



1377 Midway Road
 Menasha, WI 54952
 www.martenson-eisele.com
 info@martenson-eisele.com
 920.731.0381 1.800.236.0381

Planning
 Environmental
 Surveying
 Engineering
 Architecture

PROJECT NO. 1-0719-001
 FILE 1-0719-001EoseRel.dwg
 THIS INSTRUMENT WAS DRAFTED BY: A.Sedlar

TEMPORARY CUL DE SAC EASEMENT

THIS EASEMENT, MADE BY

WOODLAND DEVELOPMENTS, LLC, GRANTOR

CALUMET COUNTY, WISCONSIN
GRANTS A TEMPORARY CUL DE SAC EASEMENT TO

CITY OF MENASHA, GRANTEE

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, REPAIRING AND MAINTAINING A TEMPORARY CUL DE SAC WITHIN THE FOLLOWING DESCRIBED EASEMENT AND AS DEPICTED ON THE ATTACHED "EXHIBIT A":

PART OF THE SOUTHWEST 1/4, SECTION 8, TOWN 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 00 DEGREES 04 MINUTES 09 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 707.03 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 737.25 FEET TO THE POINT OF BEGINNING; THENCE 314.07 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, WITH A CHORD WHICH BEARS NORTH 84 DEGREES 33 MINUTES 52 SECONDS EAST, 60.08 FEET; THENCE 52.16 FEET ALONG AN ACRD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, WITH A CHORD WHICH BEARS SOUTH 00 DEGREES 07 MINUTES 46 SECONDS WEST, 52.14 FEET; THENCE NORTH 52 DEGREES 06 MINUTES 34 SECONDS WEST, 75.63 FEET TO THE POINT OF BEGINNING. CONTAINING 12,563 SQUARE FEET (0.288 ACRES).

Record and return to:
Martenson & Eisele, Inc.
1377 Midway Road
Menasha, WI 54952

Parcel Identification Number: Part of 7-0084-000

IN WITNESS WHEREOF, THE SAID GRANTOR HAS CAUSED THESE PRESENTS TO BE SIGNED

THIS _____ DAY OF _____, 2015.

MICHAEL H. HAGENS, MEMBER

CARL A. BOWERS, MEMBER

STATE OF WISCONSIN)

) ss

_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2015, THE ABOVE-NAMED, TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN

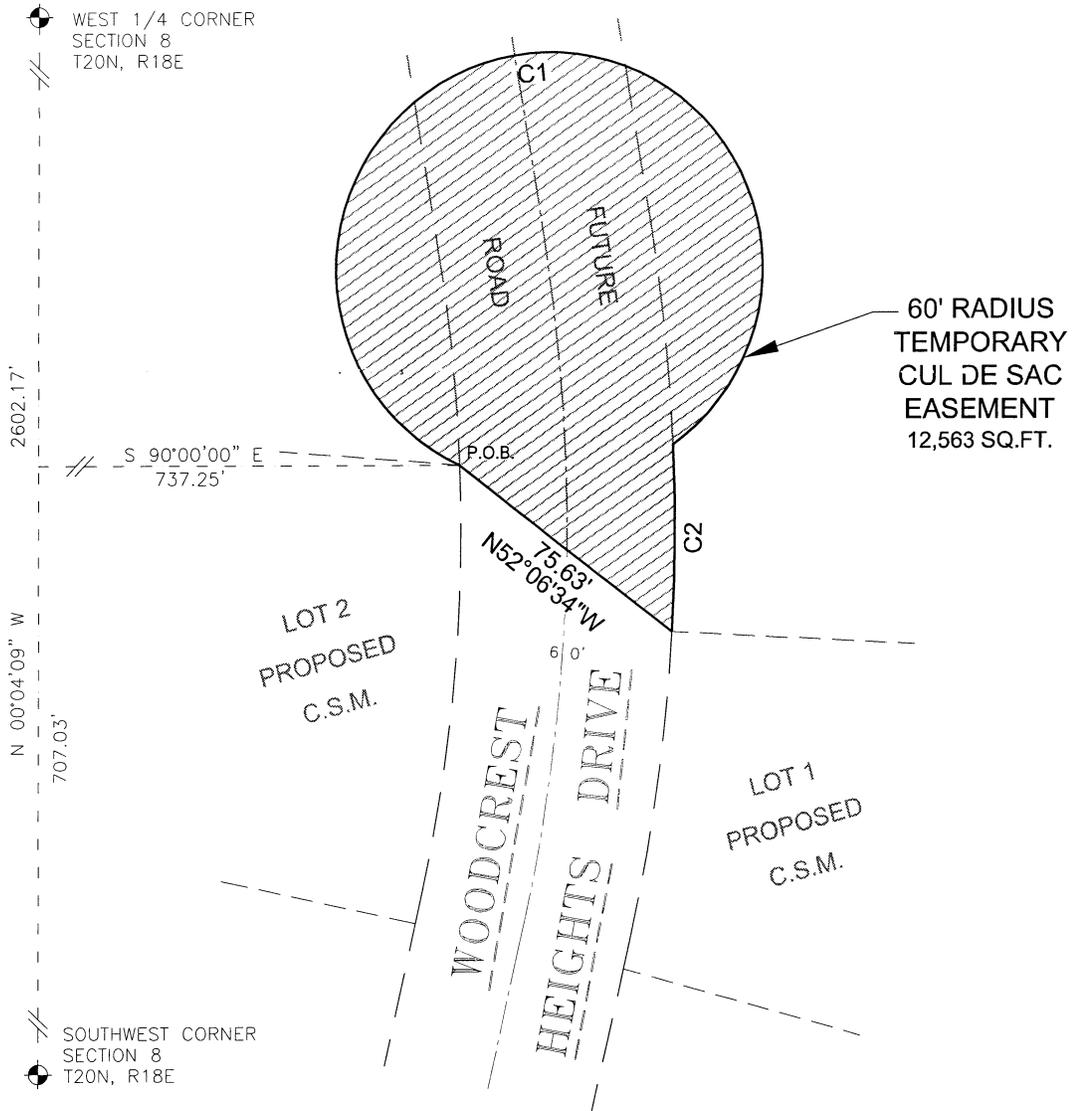
MY COMMISSION EXPIRES _____

Prepared by: Martenson & Eisele, Inc. Amy Sedlar

EXHIBIT "A"

TEMPORARY CUL DE SAC EASEMENT

PART OF THE SOUTHWEST 1/4, SECTION 8, TOWN 20 NORTH, RANGE 18 EAST,
CITY OF MENASHA, CALUMET COUNTY, WISCONSIN



60' RADIUS
TEMPORARY
CUL DE SAC
EASEMENT
12,563 SQ.FT.



LEGEND

 EASEMENT AREA

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD
1	60.00'	314.07'	N 84°33'52" E, 60.08'
2	530.00'	52.16'	S 00°07'46" W, 52.14'

SCALE 1"=50'

Martenson & Eisele, Inc.



1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381

Planning
Environmental
Surveying
Engineering
Architecture

PROJECT NO. 1-0719-002
FILE 1-0719-002TempCulEase.dwg
THIS INSTRUMENT WAS DRAFTED BY: A.Sedlar

City of Menasha Disbursements

Weekly Accounts Payable	11/2/15-11/12/15		\$	349,226.28
	Checks # 51940-52062			
	Void check #46821		\$	(120.00)
Bi-Weekly Payroll	11/12/15		\$	176,063.65
Additional Regular Cycle Accounts Payables -Paid Electronically				
Employee Trust Funds	10/30/15	\$	116,405.88	
BMO Harris-Flex Spending	10/30/15	\$	3,581.15	
Nationwide Retirement	10/30/15	\$	11,792.50	
State Sales Tax	10/30/15	\$	426.93	
Banking Fee	10/30/15	\$	75.00	
State Tax Withholding	10/30/15	\$	38,768.91	
Wisconsin Environmental Improvement Fund	11/2/15	\$	159,900.00	
Delta Dental	11/4/15	\$	2,421.40	
World Pay Charges	11/4/15	\$	3.89	
Federal Tax Withholding	11/4/15	\$	69,267.85	
Returned Check	11/6/15	\$	125.00	
Delta Dental	11/11/15	\$	951.20	
			\$	<u>403,719.71</u>
	Total		\$	<u>928,889.64</u>

Items included on this list have been properly audited and certified by the City Comptroller and are being presented for approval by the Common Council.

Peggy Steeno
Peggy Steeno
Administrative Services Director

11/12/15
Date

Notes:

- Medical Expense Reimbursement Trust-Retirement Pay Out
- United Way-Employee Donations
- Wisconsin Support Collections-Child/Spousal Support
- WI SCTF-Child Support Annual Fee
- Gaps in check numbers indicate that more invoices being paid than fit on one check stub
(The last check stub used is the check number that will appear on the check register)

AP Check Register
Check Date: 11/2/2015

Date: 11/9/2015

<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>
REGISTRATION FEE TRUST	51940	11/2/2015	REGISTRATION FE	100-0801-521.29-04	5.00	Title & License Registrat
			Total for check: 51940		<u>5.00</u>	
					<u>5.00</u>	

AP Check Register

Check Date: 11/5/2015

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
AAA PORTABLES	51941	11/5/2015	D-32378	100-0703-553.20-09	86.25	Rental
			Total for check: 51941		86.25	
ACCURATE	51942	11/5/2015	1514998	731-1022-541.30-18	144.50	Cable Ties
		11/5/2015	1515003	731-1022-541.38-03	(15.50)	CREDIT
		11/5/2015	1515032	100-1008-541.30-18	62.40	Band Saw Blade-Sign Shop
		11/5/2015	1515053	731-1022-541.30-18	89.09	Nitro Reamer Spir
		11/5/2015	1515209	731-1022-541.30-18	82.21	Parts
			Total for check: 51942		362.70	
JF AHERN CO	51943	11/5/2015	10011114	731-1022-541.21-06	75.00	#1002 Fire Extinguisher
			Total for check: 51943		75.00	
LW ALLEN INC	51944	11/5/2015	099788	601-1020-543.24-04	1,071.52	Paris Street Lift Station
			Total for check: 51944		1,071.52	
APPLETON TROPHY & ENGRAVING	51945	11/5/2015	53993	489-0703-562.82-02	50.00	Gilbert Sign
		11/5/2015	66215	489-0703-562.82-02	50.00	Gilbert Sign
		11/5/2015	66272	489-0703-562.82-02	70.00	Gilbert
				100-0703-553.24-03	50.00	Parks
		11/5/2015	67114	100-0703-553.24-03	50.00	Signs
			Total for check: 51945		270.00	
CITY OF APPLETON	51946	11/5/2015	227691	100-0302-542.25-01	13,952.00	Nov 2015 Transit Services
			Total for check: 51946		13,952.00	
AUTO RESTYLERS	51947	11/5/2015	696936	100-0801-521.29-04	275.00	K-9 Vehicle
			Total for check: 51947		275.00	
BECK ELECTRIC INC	51948	11/5/2015	O2615-COM-PW-2	731-0000-193.00-00	578.00	Generator

AP Check Register

Check Date: 11/5/2015

<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>			
BECK ELECTRIC INC...	51948...	11/5/2015	O2615-COM-PW-3	601-1020-543.24-04	78.00	New Starter			
		11/5/2015	O2615-COM-PW-4	601-1020-543.24-04	51.00	Check Alarm			
	Total for check: 51948				707.00				
BMO HARRIS BANK NA	51949	11/5/2015	4053049	100-0202-512.21-06	260.00	Flex Spending Mgmt Fee			
					Total for check: 51949				260.00
BORSCHE ROOFING PROFESSIONALS	51950	11/5/2015	20049	470-0601-551.82-01	66,052.01	City Hall Roof			
				470-0000-201.04-00	(2,666.49)	City Hall Roof			
				Total for check: 51950				63,385.52	
PAMELA A CAPTAIN	51951	11/5/2015	CAPTAIN	100-0201-512.33-01	27.56	October 2015			
				100-0201-512.34-01	44.72	October 2015			
				Total for check: 51951				72.28	
COMPLETE OFFICE OF WISCONSIN	51952	11/5/2015	430649	100-0801-521.30-10	128.34	Office Supplies			
					Total for check: 51952				128.34
JFTCO INC	51953	11/5/2015	C205260	731-1022-541.38-03	98.85	Spring Assy/Parts			
					Total for check: 51953				98.85
FACTORY MOTOR PARTS CO	51954	11/5/2015	18-1428536	731-1022-541.38-03	(478.71)	Fuel Pump	Credit		
					18-1429285	731-1022-541.38-03	(27.47)	Credit	
					18-1431392	731-1022-541.38-03	36.68	Oil Filter	
					18-1442284	731-1022-541.38-03	28.71	Cap	
					18-1443571	731-1022-541.38-03	89.11	CCA	
					18-1444698	731-1022-541.30-18	95.52	Cleaner	
					18-Z04903	731-1022-541.38-03	92.33	Battery Core	
					18-Z04992	731-1022-541.38-03	170.55	Battery Core	
					18-Z05172	731-1022-541.38-03	96.74	Batteries	

AP Check Register
Check Date: 11/5/2015

Date: 11/5/2015

<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>
FACTORY MOTOR PARTS CO...	51954...	11/5/2015	50-1138032	731-1022-541.30-18	75.30	Batteries
			Total for check: 51954		178.76	
FERGUSON ENTERPRISES #1020	51955	11/5/2015	2377172	100-0801-521.24-03	151.46	Repair Kits & Supplies
		11/5/2015	2377187	100-0801-521.24-03	4.08	Lock Ring
		11/5/2015	2379825	100-0801-521.24-03	13.40	Parts - PPF
		11/5/2015	2379825-1	100-0801-521.24-03	45.72	Hall Water Closet
		11/5/2015	2383890	100-0920-531.24-03	16.69	Valve Assy Kit
				100-1001-514.24-03	34.24	Rep Kit
			Total for check: 51955		265.59	
FERGUSON WATERWORKS #1476	51956	11/5/2015	0183690	625-1010-541.30-18	1,190.37	Supplies
			Total for check: 51956		1,190.37	
FOX CITIES PARTY RENTAL	51957	11/5/2015	34964	100-0000-201.15-00	670.00	FFM
			Total for check: 51957		670.00	
FOX VALLEY TRUCK	51958	11/5/2015	515615	731-1022-541.38-03	114.69	Motor
			Total for check: 51958		114.69	
MARY FRITZ	51959	11/5/2015	FRITZ	100-0903-531.33-01	8.53	October 2015
			Total for check: 51959		8.53	
GRAINGER INC	51960	11/5/2015	9865468442	100-1008-541.24-03	137.05	Fan Blade & Motor
			Total for check: 51960		137.05	
GRAPHIC COMPOSITION INC	51961	11/5/2015	242295	100-0906-531.30-18	127.00	Corny Walk Stickers
			Total for check: 51961		127.00	

AP Check Register

Check Date: 11/5/2015

<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>		
GRIESBACH READY-MIX LLC	51962	11/5/2015	3342	731-1022-541.24-03	36.83	Concrete		
				100-0704-552.24-03	221.00	Concrete		
				470-1009-541.82-02	1,965.17	Concrete		
				Total for check: 51962		2,223.00		
GUSTMAN CHEVROLET SALES INC	51963	11/5/2015	37637	731-1022-541.38-03	73.50	Lamp		
				11/5/2015	37663	731-1022-541.38-03	98.95	Sensor & Seal
				Total for check: 51963		172.45		
KRISTINE HEIM	51964	11/5/2015	HEIM	100-0304-562.34-02	13.83	August - October 2015		
				100-0304-562.30-11	27.58	August - October 2015		
				Total for check: 51964		41.41		
HOTSY CLEANING SYSTEMS INC	51965	11/5/2015	0110496-IN	731-1022-541.24-02	1,394.29	Valves/Switch/Nozzle		
				Total for check: 51965		1,394.29		
INTOXIMETERS	51966	11/5/2015	512303	100-0801-521.30-15	395.00	Intoximeter		
				Total for check: 51966		395.00		
JIM'S GOLF CARS INC	51967	11/5/2015	61321	731-1022-541.38-03	17.40	Taillight Lens		
				Total for check: 51967		17.40		
JOE'S POWER CENTER	51968	11/5/2015	166615	100-0703-553.30-15	1,099.05	Blower		
				Total for check: 51968		1,099.05		
JX ENTERPRISES INC	51969	11/5/2015	G-252530004	731-1022-541.38-03	96.57	Radio		
		11/5/2015	G-252530010	731-1022-541.38-03	1,269.99	Cooler		

AP Check Register

Check Date: 11/5/2015

<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>
JX ENTERPRISES INC...	51969...	11/5/2015	G-252540019	731-1022-541.38-03	3.78	Tape
			Total for check: 51969		1,370.34	
LAKE SHORE CLEANERS INC	51970	11/5/2015	32384	625-1010-541.21-06	199.00	Herbicide Application
			Total for check: 51970		199.00	
LINCOLN CONTRACTORS SUPPLY INC	51971	11/5/2015	K15462	100-1003-541.30-15	26.99	Supplies
			Total for check: 51971		26.99	
MANDERFIELD BAKERY	51972	11/5/2015	474317	100-0702-552.34-03	8.75	Cookies for Meeting
			Total for check: 51972		8.75	
MENARDS-APPLETON WEST	51973	11/5/2015	4723	100-0703-553.24-03	154.95	Supplies
			Total for check: 51973		154.95	
TOWN OF MENASHA FINANCE DEPARTMENT	51974	11/5/2015	8757	625-0410-571.61-02	7,749.65	Tayco Pond Interest
			Total for check: 51974		7,749.65	
MENASHA NEENAH MUNICIPAL COURT	51975	11/5/2015	MNMC	100-0000-201.03-00	174.00	Bond Report #MP15-000302
				100-0000-201.03-00	348.00	Bond Report #MP15-353 & 354
				100-0000-201.03-00	176.80	Bond Report #14-0171
			Total for check: 51975		698.80	
MENASHA UTILITIES	51976	11/5/2015	004384	625-0401-513.25-01	1,969.39	Storm Water Charges
				601-0401-513.25-02	17,482.85	Sewer Charges
		11/5/2015	MENASHA UTILITI	100-1008-541.22-03	175.78	Electric
				100-0703-553.22-03	167.65	Electric
				100-0703-553.22-05	227.24	Water/Sewer
				100-0703-553.22-06	132.51	Storm
				100-0903-531.22-03	102.94	Electric

AP Check Register

Check Date: 11/5/2015

<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...	51976...	11/5/2015...	MENASHA UTILITI...	100-0903-531.22-05	45.42	Water/Sewer
				100-0000-123.00-00	7.70	Electric
				100-0305-562.22-06	7.50	Storm
				601-1020-543.22-03	78.61	Electric
				Total for check: 51976		
MBM	51977	11/5/2015	IN43794	743-0403-513.29-01	243.10	Monthly Print Care Agreeem
			IN45468	743-0403-513.29-01	364.70	Monthly Print Agreement
			Total for check: 51977			
MORTON SAFETY	51978	11/5/2015	161721-00	100-0703-553.30-10	61.40	Medical Supplies
			161722-00	731-1022-541.30-18	113.37	Medical Supplies
			Total for check: 51978			
N&M AUTO SUPPLY	51979	11/5/2015	539856	731-1022-541.38-03	46.27	Oil & Oil Filters
			540141	731-1022-541.30-18	64.78	Lift Support
			540551	731-1022-541.30-18	16.65	Cleaner/Clamp
			540727	731-1022-541.38-03	45.70	Air Filters
			540882	731-1022-541.38-03	20.46	Work Lamp
			541105	731-1022-541.38-03	18.78	Hangers & Clamps
			541261	731-1022-541.38-03	63.04	AC/Heater Blower Motor
			541300	731-1022-541.38-03	35.50	Sway Bars
			541358	731-1022-541.38-03	56.84	Muffler & Clamps
			541575	731-1022-541.38-03	41.96	Seam Sealers/Zinc Primer
			541624	731-1022-541.38-03	26.56	EXH Connector Pipe
			541661	731-1022-541.38-03	13.12	EXH Clamp
			541993	731-1022-541.38-03	66.30	Filters/Spark Plugs
			542175	731-1022-541.30-18	70.47	Plug/Socket/Bracket
			542443	731-1022-541.38-03	4.92	Clamp
Total for check: 51979				591.35		

AP Check Register

Check Date: 11/5/2015

<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	51980	11/5/2015	2015-194	601-1021-543.25-01	69,515.88	November 2015 Wastewater
		11/5/2015	2015-200	601-1021-543.25-01	21,963.00	November 2015 Interest & Debt Charges
	Total for check: 51980				91,478.88	
NIELSON COMMUNICATIONS INC	51981	11/5/2015	FV15-30847	731-1022-541.24-04	51.00	Antenna
		Total for check: 51981				51.00
NORTHEAST ASPHALT INC	51982	11/5/2015	1386397	100-1003-541.30-18	13,907.76	Asphalt
				485-1009-541.82-02	5,787.11	Asphalt
		11/5/2015	1388038	485-1009-541.82-02	3,617.34	Asphalt
		11/5/2015	707182-01	100-1003-541.20-10	2,445.00	Mill Rental 2015
Total for check: 51982				25,757.21		
PACKER CITY INTL TRUCKS INC	51983	11/5/2015	X103019260:01	731-1022-541.38-03	17.01	Valve
		11/5/2015	X103019503:01	731-1022-541.38-03	18.22	Filters
		11/5/2015	X103019708:01	731-1022-541.38-03	7.35	Lock Connector Body
		11/5/2015	X103019708:02	731-1022-541.38-03	7.35	Lock Connector Body
		11/5/2015	X103020200:01	731-1022-541.38-03	36.70	Filters/Lamp
Total for check: 51983				86.63		
LINDA PALMBACH	51984	11/5/2015	PALMBACH	100-0903-531.33-01	30.52	October 2015
		Total for check: 51984				30.52
PIGGLY WIGGLY MIDWEST LLC	51985	11/5/2015	PWM-111313	100-0914-531.30-18	57.86	Flu Clinic
		Total for check: 51985				57.86
POMP'S TIRE SERVICE INC	51986	11/5/2015	320034886	731-1022-541.38-02	610.00	Tires & Dismount/Mount
		11/5/2015	320034887	731-1022-541.38-02	643.95	Tires & Dismount/Mount
		11/5/2015	320035495	731-1022-541.38-02	155.00	Tires & Accessories
		11/5/2015	320035496	731-1022-541.38-02	739.97	Tires

AP Check Register
Check Date: 11/5/2015

Date: 11/5/2015

<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>
POMP'S TIRE SERVICE INC...	51986...	11/5/2015	320035792	731-1022-541.38-02	327.92	Tires
		11/5/2015	320035795	731-1022-541.38-02	1,060.90	Tires
	Total for check: 51986				3,537.74	
REGISTRATION FEE TRUST	51987	11/5/2015	REGFEETRUST	731-1022-541.32-01	70.50	Registration
					Total for check: 51987	70.50
REINDERS INC	51988	11/5/2015	2639314-00	100-0703-553.24-03	48.30	Hose Swivel
					Total for check: 51988	48.30
RIESTERER & SCHNELL INC	51989	11/5/2015	911591	731-1022-541.38-03	6.49	Parts
					Total for check: 51989	6.49
ROAD EQUIPMENT	51990	11/5/2015	WA601840	731-1022-541.38-03	29.68	Part & Wheel Check
					Total for check: 51990	29.68
ROLAND MACHINERY EXCHANGE	51991	11/5/2015	41027387	731-1022-541.38-03	800.54	Sonic Sensor
					Total for check: 51991	800.54
STAPLES ADVANTAGE	51992	11/5/2015	3280258852	731-1022-541.30-10	64.41	Supplies
					Total for check: 51992	64.41
TOM STUMPF	51993	11/5/2015	STUMPF	100-0000-201.10-00	100.00	Return Deposit Excavation Permit #11990
					Total for check: 51993	100.00
UNIFIRST CORPORATION	51994	11/5/2015	097 0197479	731-1022-541.20-01	111.86	Clothing/Mat/Mop Service

AP Check Register

Check Date: 11/5/2015

<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>
UNIFIRST CORPORATION...	51994...	11/5/2015	097 0197914	731-1022-541.20-01	256.10	Clothing/Mat/Mop Service
			Total for check: 51994		367.96	
UR WASHINSTUFF INC	51995	11/5/2015	10088	100-0801-521.29-04	74.23	September Car Washes
			Total for check: 51995		74.23	
WE ENERGIES	51996	11/5/2015	WE ENERGIES	100-1012-541.22-03	1,096.02	Street Lights
		11/5/2015	WEENERGIES	100-0703-553.22-03	38.71	Electric
			Total for check: 51996		1,134.73	
WG INC	51997	11/5/2015	217787	100-0703-553.24-03	15.00	Signs
			Total for check: 51997		15.00	
WINNEBAGO COUNTY CLERK OF COURTS	51998	11/5/2015	WINNEBAGO	100-0000-201.03-00	235.00	Bond Report #MP15-3470
			Total for check: 51998		235.00	
WINNEBAGO COUNTY TREASURER	51999	11/5/2015	7967	100-0805-521.25-01	411.68	Inmate Charges
		11/5/2015	LF122676	100-1016-543.25-01	16,613.37	September Landfill Fees
				100-1017-543.25-01	3,135.38	September Landfill Fees
				266-1027-543.25-01	754.30	September Landfill Fees
			Total for check: 51999		20,914.73	
WISCONSIN DEPT OF JUSTICE-TIME	52000	11/5/2015	T19930	100-0801-521.22-01	454.50	TIME System Access/Suppor
			Total for check: 52000		454.50	
WISCONSIN INDUSTRIAL COATINGS INC	52001	11/5/2015	3073	100-0703-553.24-03	600.00	Block Work
			Total for check: 52001		600.00	

AP Check Register
Check Date: 11/5/2015

Date: 11/5/2015

<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>
ZANDER PRESS INC	52002	11/5/2015	71004	100-0702-552.29-01	82.17	Printing
			Total for check: 52002		<u>82.17</u>	
					<u>266,757.12</u>	

AP Check Register
Check Date: 11/12/2015

<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	52003	11/12/2015	1515001	100-1008-541.30-18	6.93	Hose Clamp
		11/12/2015	1515483	731-1022-541.38-03	18.40	Ties
		11/12/2015	1515484	731-1022-541.30-18	39.00	Ties & Wire
		11/12/2015	1515686	731-1022-541.30-18	79.99	Supplies
		11/12/2015	1515751	731-1022-541.30-18	86.80	Supplies
			Total for check: 52003		231.12	
AIRGAS USA LLC	52004	11/12/2015	9044634913	731-1022-541.30-18	165.67	AR CD25300
			Total for check: 52004		165.67	
APPLETON SIGN COMPANY	52005	11/12/2015	7890	100-0801-521.29-04	202.72	Graphics
			Total for check: 52005		202.72	
BAYCOM INC	52006	11/12/2015	99009	100-0801-521.30-15	421.20	Holder/Battery
			Total for check: 52006		421.20	
BECK ELECTRIC INC	52007	11/12/2015	N0615-COM-ED-16	100-1008-541.24-04	852.81	Tayco/Main Pole
			Total for check: 52007		852.81	
BOURASSA, TINA	52008	11/12/2015	BOURASSA	100-0000-201.10-00	100.00	Return Deposit Exc Permit #12012
			Total for check: 52008		100.00	
BRUCE MUNICIPAL EQUIPMENT INC	52009	11/12/2015	5152862	731-1022-541.38-03	16.88	Pipe Swage
			Total for check: 52009		16.88	
CASPER'S TRUCK EQUIPMENT INC	52010	11/12/2015	0010366-IN	731-1022-541.38-03	630.93	Lightbar/Light Boxes
			Total for check: 52010		630.93	

AP Check Register

Check Date: 11/12/2015

<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>
CDW GOVERNMENT INC	52011	11/12/2015	ZT50678	743-0403-513.24-04	471.60	RSA Security Maintenance
			Total for check: 52011		471.60	
COENEN'S AUTO TECH INC	52012	11/12/2015	89457	100-0801-521.80-03	1,890.00	Police Vehicle
			Total for check: 52012		1,890.00	
COMMUNITY FIRST CREDIT UNION	52013	11/12/2015	20151112	100-0000-202.05-00	5,404.00	PAYROLL SUMMARY
			Total for check: 52013		5,404.00	
DASH MEDICAL GLOVES	52014	11/12/2015	INV0957408	100-0903-531.30-15	36.81	Gloves
			Total for check: 52014		36.81	
FLASHER ONE CORPORATION	52015	11/12/2015	2015248	100-0801-521.29-04	4,066.97	K-9 Replacement
			Total for check: 52015		4,066.97	
MIKE DEERING	52016	11/12/2015	068024	489-0703-562.82-02	920.00	Gilbert Site-Landscaping
			Total for check: 52016		920.00	
GANNETT WISCONSIN MEDIA	52017	11/12/2015	0009350442	100-0405-513.29-02	1,313.89	Legals
			Total for check: 52017		1,313.89	
GRAPHIC COMPOSITION INC	52018	11/12/2015	242143	100-0906-531.30-18	585.60	Corny Walk Pieces
			Total for check: 52018		585.60	
GREEN BOYZ	52019	11/12/2015	GREENBOYZ	100-0801-521.24-03	47.50	Weed Control/Fertilizer
				100-0601-551.24-03	47.50	Weed Control/Fertilizer
			Total for check: 52019		95.00	

AP Check Register

Check Date: 11/12/2015

<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>
GRIESBACH READY-MIX LLC	52020	11/12/2015	3348	625-1003-541.30-18	1,182.00	Concrete
			Total for check: 52020		1,182.00	
GUARDIAN TRACKING LLC	52021	11/12/2015	2015-0430	743-0403-513.24-04	2,162.00	Software Access
			Total for check: 52021		2,162.00	
GUNDERSON CLEANERS	52022	11/12/2015	313474	100-0801-521.30-13	34.66	Towel/Mat Service
			Total for check: 52022		34.66	
GUSTMAN CHEVROLET SALES INC	52023	11/12/2015	37720	731-1022-541.38-03	50.25	Switch
		11/12/2015	37768	731-1022-541.38-03	295.70	Kodiak 450
			Total for check: 52023		345.95	
HEARTLAND BUSINESS SYSTEMS	52024	11/12/2015	HBS00518560	743-0403-513.24-04	30.00	Domain Name/Renewal
			Total for check: 52024		30.00	
INFINITY TECHNOLOGY INC	52025	11/12/2015	516948	743-0403-513.21-04	33,300.00	High Level IT Support
			Total for check: 52025		33,300.00	
JOHN'S SAW SERVICE	52026	11/12/2015	10365	731-1022-541.38-03	215.49	Bar & Chains
			Total for check: 52026		215.49	
JX ENTERPRISES INC	52027	11/12/2015	G-252590015	731-1022-541.30-18	224.16	Coveralls
		11/12/2015	G-252600010	731-1022-541.38-03	145.61	Fuel Tank
			Total for check: 52027		369.77	
KITZ & PFEIL INC	52029	11/12/2015	092114-0004	100-0703-553.30-18	3.20	Chalk Refill/Mis Hardware
		11/12/2015	092514-0043	100-0903-531.30-13	12.99	Batteries
		11/12/2015	092809-0011	100-0703-553.30-18	3.59	Sliding T-Bevel

AP Check Register
Check Date: 11/12/2015

<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>		
KITZ & PFEIL INC...	52029...	11/12/2015	092814-0128	100-0703-553.30-18	13.65	Misc Hardware		
		11/12/2015	092909-0109	100-0703-553.30-18	45.75	Misc Hardware		
		11/12/2015	092914-0025	100-0704-552.24-03	60.26	EMT Conduit/Torch Blades		
		11/12/2015	100103-0015	731-1022-541.38-03	24.60	Saw Chain		
		11/12/2015	100114-0045	731-1022-541.30-13	14.64	Broom/Bushing/Elec Tape		
		11/12/2015	100114-0112	100-0703-553.30-18	24.27	Trowel Hand Tools		
		11/12/2015	100114-0213	100-0801-521.29-04	10.62	Misc Hardware		
		11/12/2015	100509-0034	100-1001-514.30-18	6.29	Gorilla Glue		
				100-0903-531.30-13	5.39	Batteries		
				731-1022-541.30-13	4.94	Paper Towel Holder		
		11/12/2015	100809-0007	100-1001-514.24-03	26.99	CLR Sheeting		
		11/12/2015	100809-0030	100-1009-541.30-18	11.50	Form Pin Kickers/Washers		
				625-1003-541.30-18	11.49	Misc Hardware		
		11/12/2015	100914-0031	100-0703-553.30-18	21.13	Primer & Brush		
		11/12/2015	101214-0006	731-1022-541.30-18	8.98	Swiv Connect/Barb Insert		
		11/12/2015	101214-0211	100-0801-521.29-04	6.08	Misc Hardware		
		11/12/2015	101314-0004	100-1008-541.24-03	14.91	Sign Shop Overhead Doors		
		11/12/2015	101314-0057	731-1022-541.24-03	4.74	Misc Hardware		
		11/12/2015	101414-0102	100-0703-553.24-03	8.54	Trim Screws - Koslo		
		11/12/2015	101514-0004	731-1022-541.38-03	43.16	Ball Valves		
		11/12/2015	101614-0020	100-0703-553.30-18	10.34	Blu Tip Wdg Bit - Shop		
		11/12/2015	101709-0011	100-0801-521.30-18	0.89	Super Glue		
		11/12/2015	101909-0016	100-0703-553.30-18	12.84	Hex Bushing/Ball Valve		
		11/12/2015	101914-0008	100-0703-553.30-18	28.14	Misc Hardware - Gilbert		
					Total for check: 52029		439.92	
		LORETTA KJEMHUS	52030	11/12/2015	KJEMHUS	100-0903-531.33-01	3.54	October 2015
						100-0909-531.33-01	1.04	October 2015
						100-0918-531.33-01	3.74	October 2015
	Total for check: 52030					8.32		

AP Check Register
Check Date: 11/12/2015

<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>
MANITOWOC COUNTY HEALTH DEPARTMENT	52031	11/12/2015	5733	100-0918-531.30-15	1,600.00	Respirator
			Total for check: 52031			1,600.00
MAYFIELD NURSERY INCORPORATED	52032	11/12/2015	20150350	489-0703-562.82-02	1,424.25	Gilbert Site
			Total for check: 52032			1,424.25
MCKESSON MEDICAL SURGICAL	52033	11/12/2015	63022233	100-0918-531.30-15	(5.22)	CREDIT
		11/12/2015	66333692	100-0918-531.30-15	42.21	Sponge/Needle/Alcohol
		Total for check: 52033			36.99	
MENARDS-APPLETON EAST	52034	11/12/2015	83665	100-0601-551.24-03	32.08	Plants/Brackets/Clamps
				100-1001-514.24-03	11.74	Plants/Brackets/Clamps
			83709	100-0706-561.30-18	15.96	Stake Flags
			83911	100-0703-553.30-18	18.44	Concrete
			83964	100-0703-553.30-18	27.66	Concrete
			84053	100-1009-541.30-18	34.70	Sidewalk Forms
			Total for check: 52034			140.58
ELISHA D SMITH PUBLIC LIBRARY	52035	11/12/2015	MPL	100-0601-551.30-16	59.13	Petty Cash
				100-0601-551.30-11	17.78	Petty Cash
			Total for check: 52035			76.91
TOWN OF MENASHA UTILITY DISTRICT	52036	11/12/2015	16	100-0703-553.22-06	1,597.67	1000 Geneva Road
		11/12/2015	4239	100-0701-533.22-06	295.50	206 North Street
		11/12/2015	4240	100-0701-533.22-06	26.25	Undeveloped Land
		Total for check: 52036			1,919.42	
MINNESOTA LIFE INSURANCE COMPANY	52037	11/12/2015	MINNESOTALIFE	100-0000-204.07-00	2,965.53	December Life Insurance
Total for check: 52037			2,965.53			

AP Check Register
Check Date: 11/12/2015

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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>
MORTON SAFETY	52038	11/12/2015	161924-00	100-1003-541.30-18	22.75	Ear Plugs
				266-1028-543.30-18	22.75	Ear Plugs
			Total for check: 52038		45.50	
NEENAH MAIN AUTO BODY INC	52039	11/12/2015	18678	100-0801-521.29-04	1,494.62	Vehicle Repair
			Total for check: 52039		1,494.62	
RAY O'HERRON CO INC	52040	11/12/2015	1533722-IN	824-0810-521.30-18	47.96	Explorer Supplies
			Total for check: 52040		47.96	
OFFICE DEPOT	52041	11/12/2015	5976681	100-0903-531.30-15	144.27	Supplies
				100-0905-531.30-10	27.26	Supplies
			Total for check: 52041		171.53	
ORIENTAL TRADING CO INC	52042	11/12/2015	674070826-01	100-0702-552.30-18	52.97	Supplies
			Total for check: 52042		52.97	
POYNETTE IRON WORKS INC	52043	11/12/2015	30994	741-0000-193.00-00	11,796.00	Platforms/Flatbed/Box
			Total for check: 52043		11,796.00	
REDI-WELDING CO	52044	11/12/2015	14921	100-0704-552.24-05	242.81	Signs & Supplies
				731-1022-541.30-18	95.32	Signs & Supplies
				100-1008-541.24-04	60.00	Signs & Supplies
				100-1008-541.24-03	108.21	Signs & Supplies
			Total for check: 52044		506.34	
SUSAN REITER	52045	11/12/2015		100-0000-441.23-00	113.81	Wedding Cancellation

AP Check Register

Check Date: 11/12/2015

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SUSAN REITER...	52045...	11/12/2015...	...	100-0000-201.08-00	6.19	Wedding Cancellation
				Total for check: 52045	120.00	
LIZ ROSIN	52046	11/12/2015	ROSIN	100-0903-531.33-01	49.19	October 2015
				Total for check: 52046	49.19	
HENRY SCHEIN INC	52047	11/12/2015	10122015	100-0909-531.24-04	43.01	
				Total for check: 52047	43.01	
SERVICEMASTER BUILDING MAINTENANCE	52048	11/12/2015	17920	100-0801-521.20-01	50.00	Contract Janitorial Garage
		11/12/2015	17932	100-0801-521.20-01	1,460.00	Contract Janitorial
				Total for check: 52048	1,510.00	
SHERWIN WILLIAMS CO	52049	11/12/2015	2853-9	100-1001-514.24-03	32.97	Cith Hall Finance Wall
		11/12/2015	2895-0	100-1012-541.30-18	14.99	Kaukauna/Tayco Light Pole
				Total for check: 52049	47.96	
SHOP LOCAL LLC	52050	11/12/2015	3056	100-0304-562.21-10	500.00	Passport Sponsorship
				Total for check: 52050	500.00	
SHOPKO STORES OPERATING CO LLC	52051	11/12/2015	7224	100-0801-521.30-18	18.98	Advil
				Total for check: 52051	18.98	
SOMMERVILLE FLAG	52052	11/12/2015	SOMMERVILLE	100-1001-514.24-03	70.00	8" Ball
				Total for check: 52052	70.00	
STAPLES ADVANTAGE	52053	11/12/2015	3281381644	100-0401-513.30-10	56.19	Supplies

AP Check Register
Check Date: 11/12/2015

Date: 11/12/2015

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STAPLES ADVANTAGE...	52053...	11/12/2015...	3281381644...	100-0202-512.30-10	33.56	Supplies
			Total for check: 52053		89.75	
SUBWAY	52054	11/12/2015	SUBWAY	100-0914-531.30-18	136.00	Subs
			Total for check: 52054		136.00	
UNIFIRST CORPORATION	52055	11/12/2015	097 0198376	731-1022-541.20-01	111.86	Clothing/Supply Service
			Total for check: 52055		111.86	
US CELLULAR	52056	11/12/2015	0106310017	100-0201-512.22-01	34.39	Captain
				100-1019-552.22-01	8.25	Racine Street Bridge
				100-1019-552.22-01	0.50	Tayco Street Bridge
				601-1020-543.22-01	0.50	Confined Space
				100-0801-521.22-01	76.84	PD
				100-0904-531.22-01	71.55	Drew
				100-1002-541.22-01	2.25	Eng
				100-0702-552.22-01	57.19	Tungate
				100-0703-553.22-01	78.90	Parks
				731-1022-541.22-01	64.23	Nieland
				100-1008-541.22-01	4.80	Bursack
				601-1020-543.22-01	0.50	Sewer Truck
			Total for check: 52056		399.90	
VERIZON WIRELESS	52057	11/12/2015	9753290799	100-0919-531.22-01	153.14	Phone
		11/12/2015	9754932776	743-0403-513.22-01	61.28	Cell Phone Charges
			Total for check: 52057		214.42	
WAVERLY SANITARY DISTRICT	52058	11/12/2015	WAVERLY	100-0703-553.22-05	47.78	Sewer/Water
			Total for check: 52058		47.78	

AP Check Register
Check Date: 11/12/2015

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WE ENERGIES	52059	11/12/2015	WEENERGIES	100-0903-531.22-04	16.97	316 Racine Street
			Total for check: 52059		16.97	
WISCONSIN SUPPORT COLLECTIONS	52060	11/12/2015	20151112	100-0000-202.03-00	653.63	PAYROLL SUMMARY
			Total for check: 52060		653.63	
ZANDER PRESS INC	52061	11/12/2015	70665	100-0903-531.29-01	375.00	Envelopers
				100-0000-134.00-00	(180.00)	Envelopes
			Total for check: 52061		195.00	
ZEP SALES & SERVICE	52062	11/12/2015	9001926269	731-1022-541.30-18	467.80	Cleaner
			Total for check: 52062		467.80	
					82,464.16	



To: Menasha Common Council
From: Jenny Groeschel and Ginger Tralongo, Police Records
RE: Beverage Operator License (Bartender) Applicants
Date: November 11, 2015

The below individuals have applied for a bartender license to serve, dispense and/or sell alcohol at a licensed establishment within the City. They have all met the criteria under the "Guidelines for Operator Licenses" approved by the Common Council. Therefore, staff is recommending the following people be **APPROVED** for an Operator's License for the **2015-2017** licensing period:

Chad Quandt Virginia Kirk Kami Van Handel
Matthew Donnermeyer Carlyne Quella Patricia Stirn

CC: Chief Styka



MEMORANDUM

DATE: November 12, 2015
TO: Common Council
FROM: Debbie Galeazzi, Clerk
SUBJECT: Van Zeeland Oil Co., 1492 Appleton Road, Menasha

An application for a “Class A” Cider Only license for the 2015-2016 licensing year has been submitted by Van Zeeland Oil Co., d/b/a Midway Mobil for the premises at 1492 Appleton Road, Menasha.

Recent changes in Chapter 125 of the Wisconsin Statutes allows for the issuance of “Class A” Cider Only license to entities that hold a Class “A” Fermented Malt Beverage license which Van Zeeland Oil Co., currently holds. “Class A” Cider Only license allows the sale of any alcohol beverage that is obtained from the fermentation of the juice of apples or pears. Municipalities may not charge an annual fee for the cider license. However, the application is processed just like a new application.

In accordance with Section 7-2-8 of the City Code, the Police Department completed a background check and has no objections. The Fire Department, Health Department, and Building Inspectors have inspected the property and have no reason to hold up the liquor license approval. All financial obligations to the City are current.

Staff recommends approving the “Class A” Cider Only license to Van Zeeland Oil Co.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 10-1 20 15 ;
ending 6-30 20 16

TO THE GOVERNING BODY of the: Town of }
 Village of } Menasha
 City of }

County of Winnebago Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's WI Seller's Permit No. 456-0000095084	FEIN Number: 39-1052629
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>50.00</u>
TOTAL FEE	\$ <u>50.00</u>

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Van Zeeland Oil Co., Inc.

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	TODD G. VAN ZEELAND	53 WEIMAR CT. APPLETON WI 54912	
Vice President/Member	KATHLEEN S. VAN ZEELAND	53 WEIMAR CT. APPLETON WI 54912	
Secretary/Member	ALEX T. VAN ZEELAND	53 WEIMAR CT. APPLETON WI 54912	
Treasurer/Member	ALEX T. VAN ZEELAND	53 WEIMAR CT. APPLETON WI 54912	
Agent ▶	TODD G. VAN ZEELAND	53 WEIMAR CT. APPLETON WI 54912	

Directors/Managers _____

3. Trade Name ▶ Midway Mobil Business Phone Number 920-727-0125
4. Address of Premises ▶ 1492 Appleton Rd. Menasha Post Office & Zip Code ▶ Menasha, WI 54952

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) CONVENIENCE STORE/GAS STATION

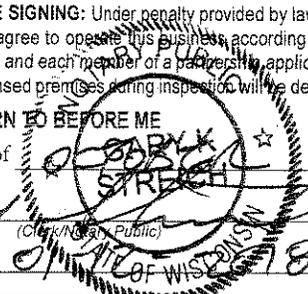
10. Legal description (omit if street address is given above): ONE STORY BUILDING 30'x60'
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? _____

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership, applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 26 day of October, 2015
[Signature]
My commission expires 10/15/18



[Signature: Todd Van Zeeland]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
[Signature: Kathleen Van Zeeland]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
[Signature: Alex V. Phil]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>10/29/15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
VAN ZEELAND		TODD		GERARD	
Home Address (street/route)		Post Office	City	State	Zip Code
53 WEIMAR COURT		APPLETON	APPLETON	WI	54915
Home Phone Number		Age	Date of Birth	Place of Birth	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- PRESIDENT** of **VAN ZEELAND OIL CO. INC**
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

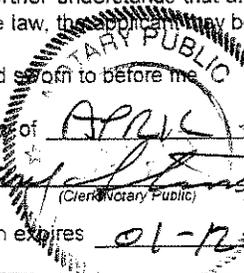
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 52
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
#134.66 Sale of Tobacco to minor Winnebago 7-23-98 \$209.00
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name VAN ZEELAND OIL CO	Employer's Address 4100A WEST PROSPECT AVE APPLETON	Employed From 9/1/05	To CURRENT
Employer's Name PAUL VAN ZEELAND HEATING	Employer's Address 400 MOASIS DR	Employed From 1982	To 8/31/1995

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me
 this 14 day of APRIL 2015

 My commission expires 01-12-2018

**Other name(s) & date(s) of birth ever used (including maiden and former married name(s):

Todd Vanzeeland
(Signature of Named Individual)



AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
VAN ZEELAND		KATHLEEN		SUSAN	
Home Address (street/route)		Post Office	City	State	Zip Code
53 WEIMAR COURT		APPLETON	APPLETON	WI	54915
Home Phone Number		Age	Date of Birth	Place of Birth	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- VICE PRESIDENT** of **VAN ZEELAND OIL CO. INC**
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

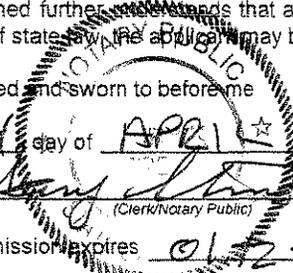
- How long have you continuously resided in Wisconsin prior to this date? 49
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name ST. PAUL ELDER SERVICES	Employer's Address 316 E. 14TH ST KAUKAUNA WI 54130	Employed From 1/2002	To current
Employer's Name MANOR CARE	Employer's Address ONEIDA ST. APPLETON WI 54915	Employed From 11/1997	To 1/2002

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further ~~warrants~~ warrants that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 14 day of APRIL, 2015

(Clerk/Notary Public)

**Other name(s) & date(s) of birth ever used (including maiden and former married name(s): Kathleen Stone

K Van Zeeland
(Signature of Named Individual)

My commission expires 01-2-2018



AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
VAN ZEELAND		ALEX		TYLER	
Home Address (street/route)		Post Office	City	State	Zip Code
53 WEIMAR COURT		APPLETON	APPLETON	WI	54915
Home Phone Number		Age	Date of Birth	Place of Birth	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- SECRETARY** of **VAN ZEELAND OIL CO. INC**
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

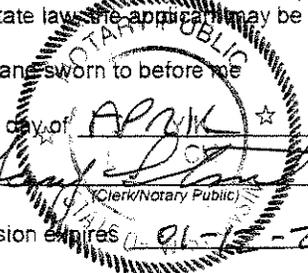
which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

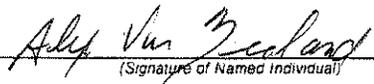
- How long have you continuously resided in Wisconsin prior to this date? 23
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
VAN ZEELAND OIL CO.	4100A W. PROSPECT AVE, APPLETON WI	5 / 2012	current
MARQUETTE / STUDENT	MILWAUKEE WI	8 / 2013	CURRENT

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me
this 14 day of APRIL, 2015

My commission expires 01-15-2018

**Other name(s) & date(s) of birth ever used (including maiden and former married name(s): _____


(Signature of Named Individual)





MEMORANDUM

Date: November 12, 2015
To: Common Council
From: Pamela A. Captain, City Attorney
RE: Room Tax *PA*

1st ITEM: Summary of major terms of the AMENDED AND RESTATED ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT.

1. Applies to 10 municipal entities within the Fox Valley, including the City of Menasha.
2. Confirms the Fox Cities Tourism Zone that was identified in the first agreement set up for the Fox Cities Performing Arts Center (PAC).
3. Identifies the purpose to collect additional room taxes to help fund the construction of the Fox Cities Exhibition Center as well as to develop and support amateur sports facilities or other facilities reasonably likely to generate paid overnight stays within the tourism zone.
4. Provides that Fox Cities Room Tax Commission will continue to exist as long as the PAC bonds and Exhibition Center bonds are outstanding. The City of Menasha will have one member representative on the commission (due to annual tax collections <\$300,000). Currently, our tax collection is minimal at approximately \$3,000 per year.
5. All municipalities that are party to this agreement will levy the same percentage of Room Tax.
6. Confirms the appointment of the Fox Cities Convention and Visitors Bureau as the "tourism entity" as defined by statute for purposes of providing staff and assistance.
7. Describes the required use of funds.
8. Anticipates that other municipalities may be added in the future.

2nd ITEM: Summary of major terms of the EXHIBITION CENTER COOPERATION AGREEMENT.

1. Applies to the same 10 municipal entities that signed onto the Amended and Restated Room Tax Commission and Tourism Zone Agreement.

2. Purpose of agreement is to identify the Exhibition Center Project and describe the nature of the municipalities' participation in it as well as setting uniform room tax rate.
3. Bonds for the Exhibition Center Project will be issued by the Appleton Redevelopment Authority (ARA). Payment on the bonds will come solely from pledged room tax revenues. The debt is specifically described as NOT being a charge against the general credit or taxing powers of the ARA or the municipalities that are parties to the agreement except for the room tax pledge.
4. All necessary documents must be executed and enactments must be made to effectuate the agreement and the issuance of bonds, including a Pledge and Security Agreement.
5. Required room tax rate is 10% as follows:
 - a. 3% for Exhibition Center Bonds.
 - b. 3% for Fox Cities Convention and Visitors Bureau.
 - c. 2% for PAC Bonds until full satisfaction, then monies to be used toward the development and support of amateur sports facilities and/or other facilities reasonably likely to generate paid overnight stays.
 - d. 1% for development and support of amateur sports facilities and/or other facilities reasonably likely to generate paid overnight stays (once PAC bonds are paid, then add that 2% for a total of 3%).
 - e. 1% for the City of Menasha to retain for tourism support and development.
6. City of Appleton will acquire the property necessary for the Exhibition Center, perform site clearance, utility work, any necessary environmental remediation, complete public infrastructure improvements estimated to cost approximately \$3.8 million of which \$2.2 million is attributable to site acquisition and \$1.6 million to infrastructure improvements then expected to transfer ownership to the ARA.
7. City of Appleton to construct the Exhibition Center with total costs not to exceed \$29 million estimate unless prior written consent of Advisory Committee consisting of 16 members including one member from each municipality, including the City of Menasha.
8. City of Appleton will provide administrative support to the ARA.
9. City of Appleton will enter into management agreement with Appleton Holdings, LLC (owner of Paper Valley Hotel) to operate and manage the Exhibition Center.
10. The ARA will issue and sell the bonds necessary for the Exhibition Center Project.

3rd ITEM: ORDINANCE IMPOSING A HOTEL/MOTEL TAX. This is meant to replace the current ordinance effective 1/1/2016.

SUMMARY OF
 AMENDED AND RESTATED ROOM TAX COMMISSION AND TOURISM ZONE
 AGREEMENT

Who: Each municipality will enter into the Room Tax Commission and Tourism Zone Agreement.

What: The Commission and Zone Agreement confirms that zone previously created and allows for the Commission to carry out its statutory functions with administrative support by the Fox Cities Convention & Visitors Bureau.

Where: The Commission and Zone Agreement applies to all municipalities that join the Cooperation Agreement.

When: The Commission and Zone Agreement will be effective when the municipalities approve the Agreement.

Why: The Commission and Zone Agreement is required to facilitate the activities anticipated by the Cooperation Agreement and Ordinance.

Allocation of Room Tax	Before the PAC is paid off	After the PAC is paid off
CVB Room Tax	3%	3%
PAC Room Tax	2%	-0-
Exhibition Center Room Tax	3%	3%
Municipality Room Tax	1%	1%
Tourism Facility Room Tax	1%	3%
Total	10%	10%

This page is not substantively part of the ordinance form attached hereto.

**AMENDED AND RESTATED
ROOM TAX COMMISSION AND
TOURISM ZONE AGREEMENT**

Pursuant to §66.0301, Wis. Stats., the municipalities of the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Appleton"), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Kaukauna"), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("City of Neenah"), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Kimberly"), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Little Chute"), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Grand Chute"), the TOWN OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Neenah"), the TOWN OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Menasha"), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("City of Menasha"), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Sherwood"), collectively, the "Municipalities", and the Fox Cities Area Room Tax Commission, an authority formed pursuant to the powers provided in §66.0615 Wis. Stats. ("Fox Cities Room Tax Commission") enter into this Amended and Restated Room Tax Commission and Tourism Zone Agreement ("Agreement") on this, the ___ day of _____, 2015, for the purposes of coordinating the promotion and development of tourism within the Municipalities.

WHEREAS, the Wisconsin legislature has established statutory guidelines for the collection of a tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations (collectively, "Operators") which are available to the public ("Room Tax") pursuant to §66.0615 Wis. Stats. ("Room Tax Act"); and

WHEREAS, the Room Tax Act sets forth requirements as to the formation of a Room Tax Commission to coordinate tourism promotion and tourism development for a Zone using Room Tax revenues when two (2) or more municipalities are located in a Zone, as that term is

defined in the Room Tax Act, and the imposition of Room Tax within a Zone by the Municipalities; and

WHEREAS, the Municipalities (excluding the City of Menasha and Sherwood) previously entered into that Room Tax Commission and Tourism Zone Agreement (“Existing Agreement”), to which Little Chute was added as a party following its initial execution, and to which future municipalities may be added, in which the parties acknowledged that the geographic area encompassing the parties is considered to be a single destination as perceived by the traveling public (“Fox Cities Tourism Zone”), which necessitated the formation of a Room Tax Commission to coordinate tourism promotion and tourism development within the Fox Cities Tourism Zone pursuant to the Room Tax Act (“Fox Cities Room Tax Commission”); and

WHEREAS, the Existing Agreement created the Fox Cities Room Tax Commission for the sole purpose of promoting tourism and development within the Fox Cities Tourism Zone by utilizing revenues collected from a Room Tax imposed to pay debt service on bonds (“PAC Bonds”) issued by the Redevelopment Authority of the City of Appleton, Wisconsin in order to finance a portion of the construction of the Fox Cities Performing Arts Center (“PAC Room Tax”); and

WHEREAS, the Existing Agreement directs that the Fox Cities Room Tax Commission will terminate and cease to exist upon payment in full of the PAC Bonds; and

WHEREAS, the Municipalities presently collect Room Taxes over and above the PAC Room Taxes and now desire to impose additional Room Taxes to help fund the construction of the Fox Cities Exhibition Center as well as to development and support amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone; and

WHEREAS, the Municipalities further desire to enter into this Amended and Restated Room Tax Commission and Tourism Zone Agreement in order to (i) amend the terms of the Existing Agreement; (ii) set forth the Municipalities’ agreements relating to the Exhibition Center; (iii) ensure uniformity in the collection and use of all Room Taxes collected in accordance with the Room Tax Act; (iv) set ongoing procedural requirements for the Fox Cities Room Tax Commission; (v) confirm the operations of the Fox Cities Room Tax Commission are conducted in accordance with recent amendments to the Room Tax Act; and

WHEREAS, the Municipalities deem it to be in best interest of their constituents and the public at large to enter into this Agreement.

NOW THEREFORE, for valuable consideration and mutual benefit, the sufficiency of which is hereby acknowledged, it is agreed by the contracting municipalities as follows:

1. Recitals. The above recitals are incorporated by reference herein and made a part hereof.

2. Restatement of Existing Agreement. The Existing Agreement is hereby amended and restated in its entirety as set forth in this Amended and Restated Room Tax Commission and Tourism Zone Agreement. There shall be no interruption in the administration of PAC Room Taxes or services provided by the Fox Cities Room Tax Commission as set forth under the Existing Agreement.

3. Confirmation of Tourism Zone. The geographic area encompassing the Municipalities is hereby confirmed to be a single destination as perceived by the traveling public, and, therefore, a Tourism Zone, as that term is used in the Room Tax Act. It shall be referred to as the "Fox Cities Tourism Zone".

4. Confirmation of Room Tax Commission. The formation of the "Fox Cities Room Tax Commission", established under the Existing Agreement, is hereby ratified and confirmed. The Fox Cities Room Tax Commission is tasked with coordinating and promoting tourism and tourism development within the Fox Cities Tourism Zone and to do all other things necessary to accomplish its purposes as provided for by the Room Tax Act.

5. Imposition of Room Tax. Pursuant to the Room Tax Act, each Municipality that imposes a Room Tax in the Fox Cities Tourism Zone shall levy the same percentage of Room Tax. If the Municipalities are unable to agree on the percentage of tax to be levied in the Fox Cities Tourism Zone, the Fox Cities Room Tax Commission shall set the percentage. Room Taxes shall be imposed by passage of an ordinance in substantially the same form as that Form Ordinance attached as Exhibit "C" to that Exhibition Center Cooperation Agreement, dated of even date herewith. Pursuant to (1m)(am)(3) of the Room Tax Act, the parties hereto find and agree that (i) each Municipality is located in a county or counties having a population of less than 380,000; (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000; (iii) the Municipalities are working cooperatively together to construct the Exhibition Center.

6. Tourism Entity. The parties hereby appoint the Fox Cities Convention & Visitors Bureau ("CVB") to act as the "tourism entity" as that term is defined in the Room Tax Act, for purposes of providing staff, support services and assistance to the Fox Cities Room Tax Commission in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors, as more fully set forth in an agreement between the Fox Cities Room Tax Commission and the CVB.

7. Collection of Funds. Unless otherwise provided herein, each Municipality shall collect and forward the Room Tax revenues collected to the Fox Cities Room Tax Commission or its designees or assigns, for the funding of the coordination of tourism promotion and tourism development activities for the Fox Cities Tourism Zone.

- a. Notwithstanding the foregoing, the parties acknowledge the existence of that Amended and Restated Pledge and Security Agreement between the parties hereto (excluding the City of Menasha and Sherwood) and the Associated Trust Company dated May 1, 2012 in which PAC Room Tax revenues were directed to be paid by the Municipalities directly to Associated Trust Company for the payment of debt service on the PAC Bonds. PAC Room Taxes shall continue to be sent directly to Associated Trust Company until the PAC Bonds have been paid in full, at which point all future PAC Room Tax revenues shall be paid to the Fox Cities Room Tax Commission.
- b. In addition, the Municipalities are authorized to retain from their respective collections (i) five percent (5%) of the revenues collected from that three percent (3%) Room Tax which was imposed for the support of the Fox Cities Convention & Visitors Bureau, to be used for the promotion of the Fox Cities Tourism Zone as a tourism destination; and (ii) the entire one percent (1%) Room Tax imposed by the Municipalities for general tourism support and development within the Fox Cities Tourism Zone in accordance with the requirements of the Room Tax Act.

8. Use of Funds. All Room Taxes received by the Fox Cities Room Tax Commission shall be utilized for tourism promotion and tourism development within the Fox Cities Tourism Zone, including the support and development of tourism facilities. It is acknowledged by the parties that certain Room Taxes have been reserved for specific tourism purposes and that those reserved Room Taxes shall be used consistent with the following:

- a. The PAC Room Tax revenues shall be utilized in a manner consistent with that Cooperation Agreement dated June 1, 2000, as amended from time to time.

- b. The Exhibition Center Room Tax revenues shall be utilized consistent with the Exhibition Center Cooperation Agreement dated of even date herewith.
- c. Room Taxes imposed for the support of the Fox Cities Convention & Visitors Bureau shall be utilized for those purposes.
- d. Room Taxes permitted to be retained by the Municipalities shall be used for tourism promotion and tourism development within the Fox Cities Tourism Zone.
- e. Room Taxes imposed for the development and support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone shall be utilized for those purposes ("Tourism Facilities Room Tax").

9. Priority of Payment. In the event any Operator or Municipality fails to remit the full amounts owed in any quarterly payment ("Deficient Payment") under this Agreement, the Exhibition Center Cooperation Agreement or the ordinances executed as required thereunder, the parties agree and acknowledge that the Deficient Payment amounts actually received by the Commission shall be applied in the following priority order:

- a. The Deficient Payment amounts received shall first be applied toward the three percent (3%) Room Tax imposed for the support of the Fox Cities Convention & Visitors Bureau;
- b. The Deficient Payment amounts remaining after payment to the Fox Cities Convention & Visitors Bureau as required in subsection (a) above, shall be applied toward the two percent (2%) Room Tax pledged as collateral for payment of the PAC Bonds;
- c. The Deficient Payment amounts remaining after payment toward the PAC Bonds as required in subsection (b) above, shall be applied toward the three percent (3%) Room Tax pledged as collateral for payment of the Exhibition Center Bonds; and
- d. The Deficient Payment amounts remaining after payment toward the Exhibition Center Bonds as required in subsection (c) above, shall be applied toward the one percent (1%) Municipal Room Tax, as defined in the Cooperation Agreement; and
- e. All remaining Deficient Payment amounts shall be applied toward the one percent (1%) Tourism Facilities Room Tax.

10. Fox Cities Room Tax Commission Membership. The membership, including the procedures relating to confirmation of appointment, of the Fox Cities Room Tax Commission shall be consistent with §66.0615(1m)(c), which requires, inter alia:

- a. The Fox Cities Room Tax Commission shall consist of three members from each Municipality in which annual tax collections exceed \$1,000,000, two members from each Municipality in which annual tax collections exceed \$300,000 but are not more than \$1,000,000 and one member from each Municipality in which annual tax collections are \$300,000 or less. Two additional members, who represent the Wisconsin hotel and motel industry, shall be appointed to the Fox Cities Room Tax Commission by the chairperson of the commission, shall serve for a one-year term at the pleasure of the chairperson and may be reappointed. Except as otherwise provided herein, members shall be appointed as specified in Section 10(b), below.
- b. Members of the Fox Cities Room Tax Commission shall be appointed by the principal elected official in the Municipality and shall be confirmed by a majority vote of the members of the Municipality's governing body who are present when the vote is taken. Commissioners shall serve for a one-year term, at the pleasure of the appointing official, and may be reappointed.
- c. The Fox Cities Room Tax Commission shall meet regularly, and, from among its members, it shall elect a chairperson, vice chairperson and secretary.
- d. The Fox Cities Room Tax Commission shall report any delinquencies or inaccurate reporting to the Municipality that is due the tax.

11. Applicability of State Open Meetings Law. The Fox Cities Room Tax Commission shall be subject to the provisions of the Wisconsin Open Meetings and Open Records laws, as amended from time to time. Any contract entered into between the Fox Cities Room Tax Commission and the CVB, shall require that all records and meetings of the CVB, pursuant to or related to the performance of that contract, shall be subject to the Open Meetings of Governmental Bodies law as well as the Public Records and Property law, respectively.

12. Powers and Duties: The Fox Cities Room Tax Commission shall have the following powers, rights and duties, as provided by the Room Tax Act, and as designated by the Municipalities hereto:

- a. To monitor and collect Room Taxes from each Municipality within the Fox Cities Tourism Zone in accordance with the provisions of this Agreement;

- b. To contract with the CVB to obtain staff, support services and assistance in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors;
- c. To report no less than annually to each Municipality from which it receives Room Tax revenue the purposes for which the revenues were spent;
- d. To report any delinquencies or inaccurate reporting to the Municipality that is due the Room Tax;
- e. To prepare forms for use by Operators in reporting and remitting quarterly Room Tax payments, to be based upon that form attached as Exhibit "A" hereto and which may be amended or revised by the Fox Cities Room Tax Commission as deemed appropriate;
- f. To report to the participating municipalities the name of any municipality failing to make proper reports to the room tax commission and to collect from any delinquent municipality those room taxes that such municipality has failed to turn over to the room tax commission;
- g. To make available financial records and meeting minutes of the Fox Cities Room Tax Commission for inspection and copying upon the request of any Municipality; and
- h. To delegate or assign its powers, rights and duties hereunder as it deems necessary or prudent.

13. Additional Municipalities. It is anticipated that from time to time the area that the public perceives to be a single destination may change, and additional municipalities enacting a room tax may recognize that they have become part of the Fox Cities Tourism Zone; therefore, it is anticipated that additional municipalities may join this Agreement and the Room Tax Commission in the future, and the respective membership compositions will be adjusted accordingly.

14. Municipal Action. The Municipalities shall enact such ordinances and/or resolutions as are necessary to satisfy the terms of this Agreement and to effect any provisions of this Agreement, including but not limited to, that Form Ordinance attached as Exhibit "C" to the Exhibition Center Cooperation Agreement dated of even date herewith.

15. Authority. In signing this Agreement, the respective Municipalities represent and warrant that the terms herein have been approved by the legislative body of that Municipality and that appropriate authority rests in the signatories on behalf of the respective Municipalities.

16. Term. The Fox Cities Room Tax Commission created herein, shall continue in existence for as long as the Municipalities continue to impose a Room Tax pursuant to §66.0615 Wis. Stats. and shall not terminate until official action to do so has been taken by the governing bodies of each party hereto. Notwithstanding the foregoing, the Fox Cities Room Tax Commission shall continue in existence as long as either the PAC Bonds or the Exhibition Center Bonds are outstanding.

17. Effective Date. The effective date of this Agreement shall be the date upon which the last listed Municipality so enters.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

CITY OF APPLETON, WISCONSIN

By: _____
Name: _____
Its: Mayor

Countersigned:

Name: _____
Its: Clerk

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

CITY OF KAUKAUNA, WISCONSIN

By: _____

Name: _____

Its: Mayor

Countersigned:

Name: _____

Its: Clerk

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

CITY OF NEENAH, WISCONSIN

By: _____
Name: _____
Its: Mayor

Countersigned:

Name: _____
Its: Clerk

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

VILLAGE OF KIMBERLY, WISCONSIN

By: _____

Name: _____

Its: Village Board President

Countersigned:

Name: _____

Its: Village Clerk

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

TOWN OF GRAND CHUTE, WISCONSIN

By: _____

Name: _____

Its: Town Board Chairman

Countersigned:

Name: _____

Its: Town Clerk

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

TOWN OF NEENAH, WISCONSIN

By: _____

Name: _____

Its: Town Board, Chairman

Countersigned:

Name: _____

Its: Town Clerk

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

TOWN OF MENASHA, WISCONSIN

By: _____
Name: _____
Its: Town Board Chairman

Countersigned:

Name: _____
Its: Town Clerk

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

CITY OF MENASHA, WISCONSIN

By: _____

Name: _____

Its: President

Countersigned:

Name: _____

Its: Clerk/Administrator

APPROVED AS TO FORM:

By: _____

Name: _____

Its: Attorney

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

**VILLAGE OF LITTLE CHUTE,
WISCONSIN**

By: _____
Name: _____
Its: Village Board President

Countersigned:

Name: _____
Its: Village Clerk

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

VILLAGE OF SHERWOOD, WISCONSIN

By: _____

Name: _____

Its: President

Countersigned:

Name: _____

Its: Administrator

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

**FOX CITIES AREA ROOM TAX
COMMISSION**

By: _____
Name: _____
Its: _____

Countersigned:

Name: _____
Its: _____

EXHIBIT "A"
Collection Form - Operators

HOTEL AND MOTEL TRANSIENT ROOM TAX
QUARTERLY RETURN

From: _____ Quarter Ending: _____
 _____ Taxable Room Receipts: _____

Allocation of Room Tax	Multiply Taxable Room Receipts by the percentage below:	Amount of tax allocated to each use:
CVB Room Tax	3%	\$
PAC Room Tax	2%	\$
Exhibition Center Room Tax	3%	\$
Municipality Room Tax	1%	\$
Tourism Facility Room Tax	1%	\$
Total	10%	\$

For: _____ Account: _____
 Name of Hotel or Motel

At: _____ Date Completed: _____
 Street Address of Business

Make check payable to: [MUNICIPALITY NAME]

Mail to: **In Person:**

Persons failing to comply with the provisions of the enabling City legislation will be subject to penalties as provided in the City's Code of Ordinances.

I hereby certify that the information supplied hereon is true, accurate and complete.

 Signature of Owner or Authorized Person

 Date

 Title

NOTICE TO NEW OWNERS: PRIOR TO USING THIS FORM, Owners must apply for a Transient Room Permit.

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES WILL BE MADE UPON REQUEST AND IF FEASIBLE



MEMORANDUM

Date: November 12, 2015
To: Common Council
From: Pamela A. Captain, City Attorney
RE: Room Tax *PAC*

1st ITEM: Summary of major terms of the AMENDED AND RESTATED ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT.

1. Applies to 10 municipal entities within the Fox Valley, including the City of Menasha.
2. Confirms the Fox Cities Tourism Zone that was identified in the first agreement set up for the Fox Cities Performing Arts Center (PAC).
3. Identifies the purpose to collect additional room taxes to help fund the construction of the Fox Cities Exhibition Center as well as to develop and support amateur sports facilities or other facilities reasonably likely to generate paid overnight stays within the tourism zone.
4. Provides that Fox Cities Room Tax Commission will continue to exist as long as the PAC bonds and Exhibition Center bonds are outstanding. The City of Menasha will have one member representative on the commission (due to annual tax collections <\$300,000). Currently, our tax collection is minimal at approximately \$3,000 per year.
5. All municipalities that are party to this agreement will levy the same percentage of Room Tax.
6. Confirms the appointment of the Fox Cities Convention and Visitors Bureau as the "tourism entity" as defined by statute for purposes of providing staff and assistance.
7. Describes the required use of funds.
8. Anticipates that other municipalities may be added in the future.

2nd ITEM: Summary of major terms of the EXHIBITION CENTER COOPERATION AGREEMENT.

1. Applies to the same 10 municipal entities that signed onto the Amended and Restated Room Tax Commission and Tourism Zone Agreement.

2. Purpose of agreement is to identify the Exhibition Center Project and describe the nature of the municipalities' participation in it as well as setting uniform room tax rate.
3. Bonds for the Exhibition Center Project will be issued by the Appleton Redevelopment Authority (ARA). Payment on the bonds will come solely from pledged room tax revenues. The debt is specifically described as NOT being a charge against the general credit or taxing powers of the ARA or the municipalities that are parties to the agreement except for the room tax pledge.
4. All necessary documents must be executed and enactments must be made to effectuate the agreement and the issuance of bonds, including a Pledge and Security Agreement.
5. Required room tax rate is 10% as follows:
 - a. 3% for Exhibition Center Bonds.
 - b. 3% for Fox Cities Convention and Visitors Bureau.
 - c. 2% for PAC Bonds until full satisfaction, then monies to be used toward the development and support of amateur sports facilities and/or other facilities reasonably likely to generate paid overnight stays.
 - d. 1% for development and support of amateur sports facilities and/or other facilities reasonably likely to generate paid overnight stays (once PAC bonds are paid, then add that 2% for a total of 3%).
 - e. 1% for the City of Menasha to retain for tourism support and development.
6. City of Appleton will acquire the property necessary for the Exhibition Center, perform site clearance, utility work, any necessary environmental remediation, complete public infrastructure improvements estimated to cost approximately \$3.8 million of which \$2.2 million is attributable to site acquisition and \$1.6 million to infrastructure improvements then expected to transfer ownership to the ARA.
7. City of Appleton to construct the Exhibition Center with total costs not to exceed \$29 million estimate unless prior written consent of Advisory Committee consisting of 16 members including one member from each municipality, including the City of Menasha.
8. City of Appleton will provide administrative support to the ARA.
9. City of Appleton will enter into management agreement with Appleton Holdings, LLC (owner of Paper Valley Hotel) to operate and manage the Exhibition Center.
10. The ARA will issue and sell the bonds necessary for the Exhibition Center Project.

3rd ITEM: ORDINANCE IMPOSING A HOTEL/MOTEL TAX. This is meant to replace the current ordinance effective 1/1/2016.

**SUMMARY PAGE TO THE
EXHIBITION CENTER COOPERATION AGREEMENT**

- Who:** All municipalities in the tax zone that impose the hotel room tax are parties to the Cooperation Agreement.
- What:** The Cooperation Agreement identifies the terms under which the municipalities will impose, allocate and administer the hotel room tax.
- Where:** The tax zone is the geographic area of all the participating municipalities.
- When:** The changes to the tax will be effective January 1, 2016.
- Why:** The room tax is being enacted to support tourism generally and specifically to allow for the development and support of amateur athletic facilities and development of the Fox Cities Exhibition Center.

Allocation of Room Tax	Before the PAC is paid off	After the PAC is paid off
CVB Room Tax	3%	3%
PAC Room Tax	2%	-0-
Exhibition Center Room Tax	3%	3%
Municipality Room Tax	1%	1%
Tourism Facility Room Tax	1%	3%
Total	10%	10%

This page is not a part of the Exhibition Center Cooperation Agreement.

EXHIBITION CENTER COOPERATION AGREEMENT

THIS EXHIBITION CENTER COOPERATION AGREEMENT (this "Agreement"), is made as of this ____ day of _____, 2015, by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Appleton"), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Kaukauna"), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("City of Neenah"), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Kimberly"), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Little Chute"), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Grand Chute"), the TOWN OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Neenah"), the TOWN OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Menasha"), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("City of Menasha"), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Sherwood"), collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Town of Menasha and City of Menasha and Sherwood (the "Municipalities"), the REDEVELOPMENT AUTHORITY OF THE CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation (the "ARA"), the FOX CITIES AREA ROOM TAX COMMISSION, a Wisconsin quasi municipal corporation (the "Room Tax Commission") and the FOX CITIES PERFORMING ARTS CENTER, INC., a non-profit corporation organized under the laws of the State of Wisconsin.

ARTICLE I. DEFINITIONS

In addition to those terms defined throughout this Agreement, the following terms shall have the following meanings ascribed to them:

"**ARA**" shall mean the Redevelopment Authority of the City of Appleton, Wisconsin, a Wisconsin body politic and corporate.

"**Additional Bonds**" means such revenue bonds in such series, with such dates and in such principal amounts as the ARA may issue from time to time pursuant to the Indenture for the purpose of refinancing or refunding the then balance of the [*Exhibition Center Series 2015A Bonds*].

"**Additional Municipality**" means any non-party Municipality within the Tourism Zone, as hereinafter defined, which, following the execution of this Agreement, becomes a member of the Zone and a member of the Room Tax Commission and which, pursuant to Section 5.03, becomes a Municipality hereunder.

“**Bonds**” means collectively the [*Exhibition Center Series 2015A Bonds*] and any Additional Bonds issued by the ARA for the purposes set forth in this Agreement.

“**Effective Date**” means January 1, 2016.

“**Exhibition Center**” means a convention center, as referenced in the Room Tax Act, and more specifically described in Exhibit “A” hereto and situated on that real property as legally described in Exhibit “B” hereto.

“**Exhibition Center Indenture**” or “**Indenture**” means the Indenture of Trust by and between the ARA and the Trustee with respect to the Bonds, as amended or supplemented from time to time pursuant to the terms thereof.

“**Exhibition Center Room Tax**” means, for purposes of this Agreement, a tax levied pursuant to the Room Tax Act intended to pay debt services on the Bonds issued to finance the Exhibition Center Project.

[“*Exhibition Center Series 2015A Bonds*”] means the _____ Bonds, issued by the ARA in the aggregate principal amount sufficient to provide net proceeds of [TO BE DETERMINED] for the construction of the Exhibition Center or for any other purpose as authorized hereunder.

“**Governing Body**” (i) when used with reference to the Municipalities, means the Common Council, Village Board, Town Board or other legislative body of the Municipalities, (ii) when used with reference to the Room Tax Commission, means the Commissioners or other legislative body of the Room Tax Commission, (iii) when used with reference to the ARA, means the Commissioners or other legislative body of the ARA.

“**Governing Body Authorization**” means the following Governing Body Authorizations and approvals made and given pursuant to the Redevelopment Act, Room Tax Act, and Section 66.30, Wis. Stats.: (i) when used with reference to the City of Appleton, means the resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by City of Appleton's Governing Body on _____, 2015, (ii) when used with reference to City of Kaukauna, means the Resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by the City of Kaukauna's Governing Body on _____, 2015; (iii) when used with reference to City of Neenah, means the resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by the City of Neenah's Governing Body on _____, 2015; (iv) when used with reference to the Village of Kimberly, means the resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by the Village of Kimberly's Governing Body on _____, 2015; (v) when used with reference to Town of Grand Chute, means the resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by the Town of Grand Chute's Governing Body on _____, 2015; (vi) when used with reference to Town of Little Chute, means the resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by the Town of Little Chute's Governing Body on _____, 2015; (vii) when

used with reference to the Town of Neenah, means the resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by the Town of Neenah's Governing Body on _____, 2015; (viii) when used with reference to the Town of Menasha, means the resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by Town of Menasha's Governing Body on _____, 2015; (ix) when used with reference to the City of Menasha, means the resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by City of Menasha's Governing Body on _____, 2015; (x) when used with reference to the Village of Sherwood, means the resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by Village of Sherwood's Governing Body on _____, 2015; (xi) when used with reference to the Room Tax Commission, means the resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by the Room Tax Commission's Governing Body on _____, 2015; and (xii) when used with reference to the ARA, means the resolution titled “Resolution Authorizing the Cooperation Agreement for the Exhibition Center Project” adopted by the Governing Body of the Redevelopment Authority of the City of Appleton, Wisconsin on _____, 2015.

“**Management Agreement**” shall have the meaning ascribed to it in Section 4.04.

“**Mortgages**” means all mortgages and assignments of leases, security agreements or other agreements or instruments heretofore or hereafter entered into by the ARA and delivered to the Trustee for the purpose of granting the Trustee a mortgage lien on the Exhibition Center property as collateral security for the payment of the Bonds.

“**Municipality**” means each of, Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Town of Menasha, City of Menasha, Sherwood and any Additional Municipality.

“**Non-Party Municipality Room Taxes**” shall have the meaning ascribed to such term in Section 5.03.

“**Non-Party Municipality**” shall mean a Municipality that is not a party to this Agreement as of the date of its original execution.

“**Pledge and Security Agreement**” means that Pledge and Security Agreement to be entered into and dated as of the date of the Bonds, by and among the Municipalities, the Room Tax Commission, and the Trustee, incorporating the pledge of Pledged Room Taxes to the Exhibition Center and payment of debt service on the Bonds.

“**Pledged Room Taxes**” means those room taxes levied at the Room Tax Rate, enforced and collected by the Municipalities pursuant to the Room Tax Act and pledged toward payment of debt service on the Bonds pursuant to the Pledge and Security Agreement.

“**Room Tax**” means, for purposes of this Agreement, a tax levied pursuant to the Room Tax Act.

“Room Tax Act” means Section 66.0615 of the Wisconsin Statutes, as amended from time to time.

“Room Tax Commission” means the “Fox Cities Area Room Tax Commission” created by the Municipalities for the purpose of coordinating tourism promotion and tourism development in the Tourism Zone, the membership of which shall be as designated in the Room Tax Act, the Amended and Restated Room Tax Commission and Tourism Zone Agreement between the Municipalities dated as of _____, 2015 and the governing documents of the Room Tax Commission.

“Room Tax Rate” means the percentage of Room Tax levied by each Municipality pursuant to the Room Tax Act and Section 3.02 of this Agreement for purposes of paying debt service on the Bonds.

“Surplus Pledged Room Tax Revenues” means Room Tax revenues in excess of that required to be pledged by the Municipalities pursuant to Section 3.03.

“Tourism Entity” shall mean the Fox Cities Convention & Visitors Bureau, Inc. (“CVE”), a Wisconsin corporation, as more fully set forth in Section 2.03 of this Agreement.

“Tourism Zone” as defined in the Room Tax Act, means the Fox Cities Tourism Zone, encompassing the Municipalities and any neighboring municipalities.

“Trustee” means such institution acceptable to issuer to serve as trustee under the Indentures.

ARTICLE II. RECITALS OF PUBLIC PURPOSE

Section 2.01 Tourism Zone Objectives.

The parties hereto have identified the development and redevelopment of the Tourism Zone and the promotion and development of tourism within the Tourism Zone as matters of group interest.

Section 2.02 Importance of Exhibition Center Project.

The Exhibition Center project will require the construction, installation and improvement of real property within the Tourism Zone which improvements and interrelated facilities constitute a tourism facility within the meaning of the Room Tax Act and serve the purposes and objectives set forth in “Exhibit A” (“Exhibition Center Project”). The Municipalities, the Room Tax Commission and the ARA hereby find and determine that the control, disposition and use of the Exhibition Center will be crucial to the achievement of a sound and coordinated development of the Tourism Zone and for the promotion and development of tourism activities within the Tourism Zone.

The Municipalities, the Room Tax Commission and the ARA intend to take all steps and perform all acts hereunder necessary to undertake and complete the Exhibition Center Project consistent with the terms and conditions of this Agreement.

Section 2.03 Importance of Room Tax Revenues.

The Room Tax revenues, as pledged and utilized pursuant to this Agreement and the Pledge and Security Agreement, once executed, will assist in the financing of the Exhibition Center. The Room Tax Commission shall contract with the CVB, as a Tourism Entity, to obtain staff, support services and assistance in developing and implementing programs to promote the zone to visitors.

Section 2.04 Governing Body Authorizations.

Acting pursuant to Section 66.0301, Wis. Stats. and the Room Tax Act, the execution, delivery and performance of this Agreement by the Municipalities, the Room Tax Commission and the Authorities have been authorized by the respective Governing Body Authorizations.

Section 2.05 Nature of Financing Transaction.

The ARA will be responsible for acting as conduit issuer of the bonds and payment of all debt service on the Bonds shall be made solely from the proceeds of the Room Tax Rate. The ARA's budget will not be collateral for the Bonds. Pursuant to the Pledge and Security Agreement, the Pledged Room Tax revenues will be pledged to the Trustee for purposes of paying debt service on the Bonds.

The Bonds will be limited obligations of the ARA and shall not constitute a debt or obligation of the ARA or the Municipalities and shall not be a charge against the general credit or taxing powers of the ARA or the Municipalities except for and limited to the Pledged Room Tax revenues pursuant to the Pledge and Security Agreement.

**ARTICLE III.
UNDERTAKINGS OF THE MUNICIPALITIES**

Section 3.01 Municipalities to Plan to Promote Private Development.

The Municipalities agree to work with the Room Tax Commission and the CVB to develop plans for the use of the Exhibition Center property in a manner that will promote and assist the future private development of the Tourism Zone and that will promote and develop tourism and redevelopment. Pursuant to (1m)(am)(3) of the Room Tax Act, the parties hereto find and agree that (i) each Municipality is located in a county or counties with a population of less than 380,000; (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000; and (iii) the Municipalities are working cooperatively together to construct the Exhibition Center.

Section 3.02 Municipalities to Levy, Enforce and Collect Pledged Room Taxes At Prescribed Room Tax Rate.

Notwithstanding prior resolutions, ordinances or municipal acts to the contrary, the Municipalities agree to enact resolutions, ordinances and all other municipal acts necessary to effect, on or before the Effective Date, the levy, enforcement and collection of the Room Tax at the Room Tax Rate permitted in the Room Tax Act and as may be necessary to fulfill the Municipalities' obligations under Section 3.03 herein. The Room Tax Rate to be imposed by the Municipalities pursuant to this Agreement shall be three percent (3%).

Section 3.03 Municipalities to Pledge Net Room Taxes.

The Municipalities agree to enact resolutions, ordinances and all other municipal acts necessary to effect, on or before the Effective Date, the pledge of any and all Pledged Room Taxes to the Room Tax Commission and to consent to the use of Pledged Room Taxes for the purpose of, among other things, making payments, whether directly or indirectly, of debt service on the Bonds and/or such other reasonable and customary payments or deposits related to the Bonds such as, but not limited to, costs of issuance, Reserve and Stabilization Funds and capitalized Interest Payments, if any. The Municipalities shall enter into the Pledge and Security Agreement to be dated as of the date of issuance of the Bonds setting forth the terms and conditions of the pledge of Pledged Room Taxes and such pledge thereunder shall terminate upon payment in full of all Bonds.

Section 3.04 Municipalities to Participate in the Room Tax Commission.

The Municipalities agree, in accordance with the Room Tax Act, to create and participate in the Room Tax Commission as required by law. The Municipalities' membership in the Room Tax Commission shall be governed by the Room Tax Act, §66.0615 Wis. Stats., as the same may be amended from time to time.

Section 3.05 Existing Room Taxes.

The parties hereto acknowledge the existence of that Cooperation Agreement dated June 1, 2000 ("PAC Cooperation Agreement") in which the Municipalities (excluding the City of Menasha and Sherwood, but including Little Chute which was added as a party after the initial execution) agreed to impose a Room Tax in the amount of two percent (2%) ("PAC Room Tax") and pledged certain revenues thereof to the payment of bonds which were issued to pay the costs associated with the construction of the Fox Cities Performing Arts Center ("PAC Bonds"). The PAC Room Tax was intended to expire upon retirement of the PAC Bonds as more fully described in the PAC Cooperation Agreement.

In addition to the PAC Room Tax, each Municipality has previously enacted Room Taxes for other tourism purposes (collectively, "Existing Room Taxes"). Pursuant to the Room Tax Act, all Municipalities in a Tourism Zone must levy the same percentage of tax and to the extent the Municipalities cannot agree, the Room Tax Commission of that Zone shall set the

percentage. The Municipalities agree that it is a goal of this Agreement to create uniformity across the Municipalities' Existing Room Taxes which may require the enacting of an additional percentage of tax for certain Municipalities. The form ordinance attached hereto as Exhibit "C" achieves this goal by imposing the following Room Taxes across all Municipalities:

- a. A Room Tax in the amount of three percent (3%) shall be imposed and allocated toward the support of the CVB, to be used for the promotion of the Fox Cities Tourism Zone as a tourism destination ("CVB Room Tax"), except that:
 - i. Each Municipality may retain five percent (5%) of the revenues of this CVB Room Tax for general tourism support and development in the Municipality in accordance with the requirements of the Room Tax Act.
- b. A Room Tax in the amount of two percent (2%) shall be imposed and allocated toward payment of debt service on the PAC Bonds in accordance with that Cooperation Agreement dated June 1, 2000. The rate imposed as set forth in this subsection (b) shall be known as the "PAC Room Tax ". This PAC Room Tax was intended to sunset and expire upon full payment and satisfaction of the PAC Bonds, which full payment and satisfaction is expected to occur following the September 30, 2017 debt service payment on the PAC Bonds; however, the parties hereto agree that the PAC Room Tax shall not sunset and expire upon full payment of the PAC Bonds, but, upon full payment and satisfaction of the PAC Bonds, shall ultimately be reallocated toward the development and support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone as more fully set forth in Section 3.06 below.
- c. A Room Tax in the amount of three percent (3%) shall be imposed and allocated toward payment of debt service on the Exhibition Center Bonds in accordance with that Exhibition Center Cooperation Agreement dated _____, 2015 to which the Municipalities are a party ("Exhibition Center Room Tax").
- d. A Room Tax in the amount of one percent (1%) shall be retained by the Municipalities ("Municipal Room Tax") and used for general purposes, including but not limited to tourism support and development in the Fox Cities Tourism Zone in accordance with the requirements of the Room Tax Act.
- e. A Room Tax in the amount of one percent (1%) shall be imposed and allocated toward the development and support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone ("Tourism Facilities Room Tax"). The Tourism Facilities Room Tax funds shall be administered by the CVB under the Tourism Development Fund.

In the event any Operator or Municipality fails to remit the full amounts owed in any quarterly payment ("Deficient Payment") to the Room Tax Commission under this Agreement, the Room Tax Commission and Tourism Zone Agreement or those ordinances executed by the Municipalities as required hereunder, the Deficient Payment amounts actually received by the Room Tax Commission shall be applied in the following priority order:

- a. The Deficient Payment amounts received shall first be applied toward the three percent (3%) Room Tax imposed for the support of the CVB;
- b. The Deficient Payment amounts remaining after payment to the CVB as required in subsection (a) above, shall be applied toward the two percent (2%) Room Tax pledged as collateral for payment of the PAC Bonds;
- c. The Deficient Payment amounts remaining after payment toward the PAC Bonds as required in subsection (b) above, shall be applied toward the three percent (3%) Room Tax pledged as collateral for payment of the Exhibition Center Bonds; and
- d. The Deficient Payment amounts remaining after payment toward the Exhibition Center Bonds as required in subsection (c) above, shall be applied toward the one percent (1%) Municipal Room Tax; and
- e. All remaining Deficient Payment amounts shall be applied toward the one percent (1%) Tourism Facilities Room Tax.

Section 3.06 Reallocation of PAC Room Tax.

The PAC Room Tax shall no longer sunset and expire but shall instead be reallocated following the full payment of satisfaction of the PAC Bonds. The proceeds generated from the PAC Room Tax Rate for the calendar quarter in which the PAC Bonds were fully paid and satisfied shall be directed toward payment of debt service on the Bonds, capitalized Interest Payments on the Bonds or may be deposited into Reserve and Stabilization Funds associated with the issuance of the Bonds. Commencing on the first day of the next calendar quarter, all proceeds from the PAC Room Tax shall be directed toward the development and support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone, to be administered by the CVB under the Tourism Development Fund.

**ARTICLE IV.
UNDERTAKINGS OF APPLETON**

Section 4.01 Acquisition of Exhibition Center Property.

Appleton shall acquire certain real property within the Tourism Zone for the use and construction of the Exhibition Center ("Exhibition Center Property"), as legally described in the attached Exhibit "B". Upon acquisition of the property, Appleton shall undertake all necessary

site clearance, utility work and/or environmental remediation necessary to prepare the Property for the construction of the Exhibition Center. In addition, Appleton shall complete the construction of certain public infrastructure improvements which will be necessary for the operation of the Exhibition Center, once constructed. It is anticipated and permissible under this Agreement, that for purposes of management and financing of the Exhibition Center that the City of Appleton transfer ownership of the Exhibition Center by Quit Claim Deed to the ARA as authorized and accepted by the ARA in Article VI.

It is estimated that the above undertakings of Appleton shall total approximately Three Million Eight Hundred Thousand Dollars (\$3,800,000), of which approximately Two Million Two Hundred Thousand Dollars (\$2,200,000) will be allocated to site acquisition and the remaining approximately One Million Six Hundred Thousand Dollars (\$1,600,000) will be allocated toward the required infrastructure improvements. Appleton has made and continues to make additional expenditures to support the cost of developing the Exhibition Center, which will increase the City's contribution to well in excess of Three Million Eight Hundred Thousand Dollars (\$3,800,000).

Section 4.02 Appleton to Construct Exhibition Center.

The parties hereby authorize Appleton, working with the other Municipalities as provided herein, to construct the Exhibition Center, the costs of which shall include:

- a. Design, including architectural, civil engineering, electrical engineering, mechanical engineering, structural engineering and any specialty engineering;
- b. Site work (excluding the purchase price of the land), including landscaping and retaining walls;
- c. Construction of the structure, electrical, HVAC, technology and communication systems and equipment, security systems, and other normal and customary elements typically included in the construction of an exhibition or conference center, as well as the cost of furniture, fixtures and equipment to service the Exhibition Center; provided, however, that the total costs of the same may not exceed Twenty Nine Million (\$29,000,000) ("Maximum Cost Estimate") unless Appleton receives the prior written consent of a majority of the Advisory Committee, as more fully described in Section 6.04 of this Agreement, to exceed the Maximum Cost Estimate.

Furthermore, Appleton is authorized to design and construct the Exhibition Center in a manner that is materially consistent with that Building Program dated March 16, 2012 and prepared by McCleskey Consulting. The ultimate fit and finish of the Exhibition Center shall be consistent with other similarly situated exhibition centers located in the State of Wisconsin.

Section 4.03 Appleton to Provide Administrative Support to ARA.

In addition to the obligations set forth in Section 4.01 and Section 4.02, Appleton agrees to provide the necessary administrative support to enable the ARA to achieve the objectives set

forth herein. Administrative support may include services such as the provision of office space and the provision of financial, accounting, legal and engineering consultation.

Section 4.04 Management Agreement.

The City, or its assigns, may enter into an agreement with a solely owned single purpose entity owned by Appleton Holdings, LLC, which is the owner of the Paper Valley Hotel (“Operator”) wherein the Operator will operate and manage the Exhibition Center in such a manner as to promote and develop tourism within the Tourism Zone (“Management Agreement”). This Management Agreement shall include provisions requiring compliance with any management rules, use restrictions or payment restrictions which, in the opinion of independent bond counsel, are required to create and maintain the tax exempt status of the Bonds.

**ARTICLE V.
UNDERTAKINGS OF THE ROOM TAX COMMISSION**

Section 5.01 Room Tax Commission to Pledge Pledged Room Tax Revenues.

The Room Tax Commission agrees to enact resolutions and all other municipal acts necessary to effect the pledge, as of the Effective Date, of any and all Pledged Room Tax revenues collected or held by the Room Tax Commission, or its designees or assigns, to (i) the making of payments, whether directly or indirectly of debt service on the Bonds; (ii) such other payments or deposits related to the Bonds; and (iii) the funding of any reserve fund or stabilization fund associated with the Bonds subject to any restriction related thereto in the Room Tax Act. The Room Tax Commission, and its designees or assigns, as necessary, shall enter into the Pledge and Security Agreement setting forth the terms and conditions of the pledge of Pledged Room Taxes.

Section 5.02 Room Tax Commission to Apply Surplus Pledged Room Tax Revenues.

All Surplus Pledged Room Tax Revenues remaining after payment in full of all debt service on the Bonds, or after the accumulation of Room Tax Revenues sufficient to pay when due all remaining debt service on the Bonds, shall be distributed or applied at the discretion of the Room Tax Commission or its designees or assigns, in accordance with the Room Tax Act. The use of such Surplus Pledged Room Tax Revenues shall be subject to the terms of the Pledge and Security Agreement.

Section 5.03 Additional Municipalities.

In the event that any Non-Party Municipality levies a Room Tax within its jurisdiction pursuant to the Room Tax Act (“Non-Party Municipality Room Taxes”), the Room Tax Commission shall use its best efforts to encourage and accept such non-party Municipality to become an Additional Municipality and a member of the Room Tax Commission. Each Additional Municipality shall as a condition to becoming a member of the Room Tax Commission, become a party to this Agreement and be bound to the terms, conditions and

obligations of the Municipalities hereunder. Acceptance of such Additional Municipality as an additional member of the Room Tax Commission shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement. As a prerequisite to admission to the Room Tax Commission, the Non-Party Municipality shall become a party to the Pledge and Security Agreement by execution of a written instrument and shall meet any other requirements as set forth in the Pledge and Security Agreement.

ARTICLE VI. UNDERTAKINGS OF ARA

Section 6.01 Acceptance of Appleton Contribution.

Subject to the provisions of Section 4.01, the ARA may agree to accept ownership of the Exhibition Center Property from Appleton and to oversee the construction and development of the Exhibition Center Project. The ARA may accept ownership at any time during the development process as deemed appropriate by Appleton and the ARA. Once constructed, the ARA shall be responsible for the oversight of the management and operation of the Exhibition Center, which responsibilities may be delegated to a third party at the discretion of the ARA.

Section 6.02 Redevelopment.

Appleton shall assist the ARA in developing plans for the use of the Exhibition Center property in a manner which will promote and assist the future private development of the Tourism Zone to promote and develop tourism activities.

Section 6.03 Provision of Funding.

The ARA agrees to provide funding for the Exhibition Center Project as provided in Article VII.

Section 6.04 Advisory Committee

During the term of this Agreement, the ARA shall provide an opportunity for reasonable participation of the Municipalities in decisions relating to the operation of the Exhibition Center through the creation of an advisory committee which is intended to provide counsel to the ARA and to assist in program development and operations for the Exhibition Center ("Advisory Committee"). The membership of the Advisory Committee shall include the following: one representative from each Municipality collecting Room Tax used in part to fund the Exhibition Center operations (appointed by the Municipality); two (2) hoteliers collecting Room Tax used in part to fund the Exhibition Center (appointed by the ARA Chairperson and approved by ARA), two (2) community members residing within a community collecting Room Tax used in part to fund the Exhibition Center operations (appointed by the ARA Chairperson and approved by ARA), one (1) member of the ARA (appointed by the ARA Chairperson) and the Executive Director of the CVB, or its designee. The Appleton Community and Economic Development Director, or a designee thereof, shall also be a non-voting, advisory member of the Committee.

The Chair and Vice-Chair of the Committee shall be designated by ARA and shall serve one year terms that may be renewed at the discretion of ARA. Committee members, with the exception of the Executive Director of the CVB and Appleton Community and Economic Development Director, or designees thereof, shall serve terms of two (2) years and may serve up to three (3) consecutive terms. However, upon establishment of this committee, the following shall serve an initial term of three years: one half of the participating municipalities chosen by random selection, one of the hotelier representatives and one of the community members.

The roles and responsibilities and general operating rules of the Advisory Committee shall be as passed and approved by the Advisory Committee from time to time.

ARTICLE VII. FUNDING

Section 7.01 Sale of Bonds.

The ARA shall issue and sell the [*Exhibition Center Series 2015A Bonds*] upon such terms and at such time as are acceptable to the ARA. The [*Exhibition Center Series 2015A Bonds*] shall be payable by the ARA solely from revenues derived by the ARA from the Bond documents, the Pledge and Security Agreement, the Pledged Room Taxes pledged pursuant to Section 3.03 herein, cash and securities held from time to time in certain trust funds held by the Trustee under the Indentures and the investment earnings thereon.

Section 7.02 Mortgage and Assignment of Lease and Rents of the Appleton Development Property.

The ARA may grant to the Trustee, as security for the payment of the Bonds, a Mortgage and Assignment of Lease and Rents over the Exhibition Center Property.

As further security for the Bonds, the ARA may provide or cause to be provided a letter of credit or other form of security for payment of debt service on the Bonds. The provision of such security for the Bonds shall be at the sole discretion of the ARA and shall be provided at the sole cost and expense of the ARA. In the event a letter of credit provider or other guarantor of the Bonds (the "Bond Guarantor") is required to make debt service payments, the Municipalities agree that Pledged Room Tax revenues may be used to reimburse Bond Guarantor for all payments of debt service on the Bonds. The Municipalities further agree that the pledge of Pledged Room Tax revenues hereunder shall continue until payment in full of the Bonds, or any additional bonds issued pursuant hereto, and any reimbursement to Bond Guarantor.

ARTICLE VIII. MISCELLANEOUS

Section 8.01 Assignment of Rights Under this Agreement.

No party may assign its rights under this Agreement without the written consent of the other parties.

Section 8.02 Nondiscrimination.

Each party agrees that neither the Exhibition Center Project nor any portion thereof shall be undertaken or operated in a manner to permit discrimination or restriction on the basis of race, color, ancestry, religion, national origin, political affiliation (except to members of political groups or parties who advocate the overthrow of the United States government), sex, gender identity, gender expression, age, disability, marital status, arrest or conviction record, sexual orientation, disabled veteran or a covered veteran status and that the Exhibition Center Project shall be undertaken or operated in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

Section 8.03 Approximations.

It is understood and agreed by the parties that any dimensions, areas and volumes set forth herein or in the Exhibits hereto are preliminary and tentative. Before the legal descriptions of the various applicable parcels are finalized, the parties reserve the right to make minor changes in such dimensions, areas and volumes to best accommodate and facilitate the purposes of this Agreement.

Section 8.04 No Personal Liability.

Under no circumstances shall any officer, official, director, member or employee of the Municipalities, the Room Tax Commission or the ARA have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 8.05 Parties and Interests.

This Agreement is made solely for the benefit of the parties hereto, the Trustee and owners of the Bonds and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

Section 8.06 Notices.

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, with proper address as indicated beneath the respective signatures to this Agreement. Any party may, by written notice to the other party, designate a change of address for the purposes aforesaid.

Section 8.07 Amendment.

No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by all parties hereto. No amendment, alteration or amendment to this Agreement, which in any

manner affects the payment of principal, interest or premium, if any, on the Bonds or the interests of the owners of the Bonds shall be approved without the written consent of the Trustee.

Section 8.08 Termination of Agreement.

This Agreement and the terms and obligations hereunder shall terminate upon payment in full of the Bonds and any Additional Bonds issued pursuant hereto and reimbursement to the Bond Guarantor for any debt service payments made and amounts due to Bond Guarantor pursuant to Section 7.02 above.

Section 8.09 Governing Law

The laws of the State of Wisconsin shall govern this Agreement.

Section 8.10 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 8.11 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 8.12 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.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

CITY OF APPLETON, WISCONSIN

By: _____
Name: _____
Its: Mayor

Countersigned:

Name: _____
Its: Clerk

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

CITY OF KAUKAUNA, WISCONSIN

By: _____

Name: _____

Its: Mayor

Countersigned:

Name: _____

Its: Clerk

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

CITY OF NEENAH, WISCONSIN

By: _____
Name: _____
Its: Mayor

Countersigned:

Name: _____
Its: Clerk

APPROVED AS TO FORM:

By: _____
Name: _____
Its: Attorney

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

VILLAGE OF KIMBERLY, WISCONSIN

By: _____

Name: _____

Its: Village Board President

Countersigned:

Name: _____

Its: Village Clerk

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

TOWN OF GRAND CHUTE, WISCONSIN

By: _____

Name: _____

Its: Town Board Chairman

Countersigned:

Name: _____

Its: Town Clerk

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

TOWN OF NEENAH, WISCONSIN

By: _____

Name: _____

Its: Town Board, Chairman

Countersigned:

Name: _____

Its: Town Clerk

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

TOWN OF MENASHA, WISCONSIN

By: _____
Name: _____
Its: Town Board Chairman

Countersigned:

Name: _____
Its: Town Clerk

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

CITY OF MENASHA, WISCONSIN

By: _____

Name: _____

Its: President

Countersigned:

Name: _____

Its: Clerk/Administrator

APPROVED AS TO FORM:

By: _____

Name: _____

Its: Attorney

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

**VILLAGE OF LITTLE CHUTE,
WISCONSIN**

By: _____

Name: _____

Its: Village Board President

Countersigned:

Name: _____

Its: Village Clerk

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

VILLAGE OF SHERWOOD, WISCONSIN

By: _____

Name: _____

Its: President

Countersigned:

Name: _____

Its: Administrator

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

**REDEVELOPMENT AUTHORITY OF
THE CITY OF APPLETON, WISCONSIN**

By: _____
Name: _____
Its: Chairperson

Countersigned:

Name: _____
Its: Secretary

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

**FOX CITIES AREA ROOM TAX
COMMISSION**

By: _____

Name: _____

Its: _____

Countersigned:

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties have executed this Exhibition Center Cooperation Agreement as of the date first above written.

**FOX CITIES PERFORMING ARTS
CENTER, INC.**

By: _____

Name: _____

Its: President

Countersigned:

Name: _____

Its: Secretary

Exhibit A
Exhibition Center Project

The Building Program dated March 16, 2012, prepared by McCleskey Consulting is the guide for the development of the Exhibition Center contemplated herein. Pursuant to the Building Program, the Exhibition Center shall consist of approximately 65,500 gross square feet (more or less, depending on final architectural plans and program). The Exhibition Center is intended to include:

1. Exhibition and trade show space with state of the art technical capabilities; and
2. Meetings, banquets and/or exhibition space

Exhibit B
Exhibition Center Property
Description

EXHIBIT B
DESCRIPTION

PARCEL NO. 312011600

CSM 5460 LOT 1 VOL 31 DOC 1726114 BEING ALL OF LOTS 1,2,3,4,5,8,9,10, 11 & 12 BLK 8
APPLETON PLAT AND PRT OF VAC EIGHTH ST

PARCEL NO. 312012601

CSM 5460 LOT 2 VOL 31 DOC 1726114 BEING ALL OF LOTS 1,2,3,4,5,8,9,10, 11 & 12 BLK 8
APPLETON PLAT AND PRT OF VAC EIGHTH ST

PARCEL NO. 312012600

CSM 5460 LOT 3 VOL 31 DOC 1726114 BEING ALL OF LOTS 1,2,3,4,5,8,9,10, 11 & 12 BLK 8
APPLETON PLAT AND PRT OF VAC EIGHTH ST

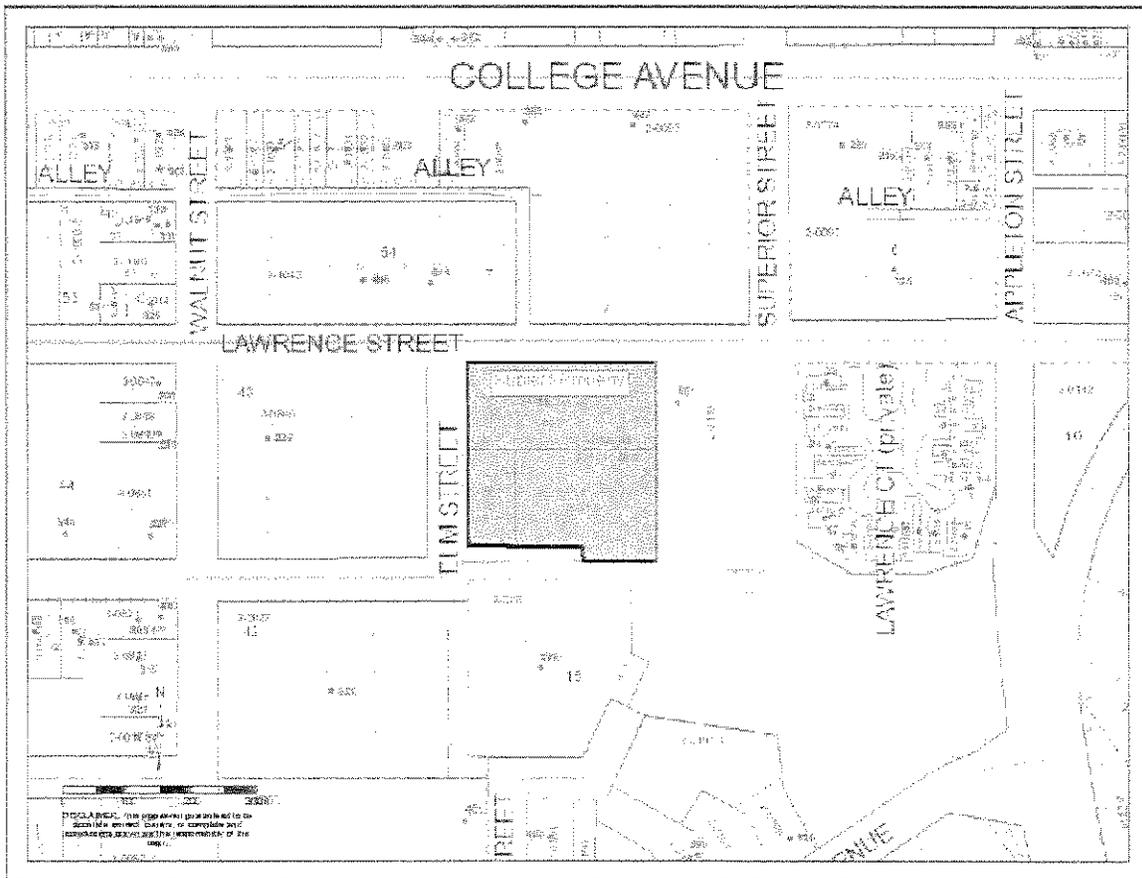


Exhibit C
Form Ordinance

SUMMARY OF
ORDINANCE IMPOSING A HOTEL/MOTEL TAX

Who: Each municipality will need to enact an ordinance that amends and restates prior ordinances to carry out the terms agreed to in the Cooperation Agreement.

What: The ordinance imposes the room tax consistent with the Cooperation Agreement.

Where: Each ordinance applies only to the municipality enacting the ordinance. However, the form ordinance used by each municipality will create uniformity.

When: The room tax will be effective January 1, 2016.

Why: The ordinance is required to give legal effect to the terms of the Cooperation Agreement.

Allocation of Room Tax	Before the PAC is paid off	After the PAC is paid off
CVB Room Tax	3%	3%
PAC Room Tax	2%	-0-
Exhibition Center Room Tax	3%	3%
Municipality Room Tax	1%	1%
Tourism Facility Room Tax	1%	3%
Total	10%	10%

This page is not substantively part of the ordinance form attached hereto.



MEMORANDUM

Date: October 28, 2015

To: Administration Committee

From: Debbie Galeazzi, City Clerk

RE: Ordinance O-21-15 – Changing Polling Place

Heckrodt Wetland Reserve requested that we relocate the polling place for District 8 starting in 2016. I've checked out a few places and the Winnegamie Dog Club at 2043 Manitowoc Road fits our needs for a polling place. There will be a cost to rent the facilities and make a few changes to comply with State Election requirements.

I ask that you forward to Common Council for approval O-21-15 An Ordinance Amending Title 2, Chapter 1 of the Code of Ordinance (Polling Places).

ORDINANCE O-21-15

AN ORDINANCE AMENDING TITLE 2, CHAPTER 1 OF THE CODE OF ORDINANCES (POLLING PLACES)

Introduced by Alderman Benner.

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

SECTION 1: Amend Title 2, Chapter 1, SEC.2-1-3(d) of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 2 – Government and Administration

CHAPTER 1

City Government; Elections

SEC. 2-1-3 ELECTIONS.

.....

.....

(d) **POLLING PLACES.**

- (1) First and Second District -- Menasha Senior Center,
116 Main Street.
- (2) Third and Fourth Districts -- Boys and Girls Club of Menasha
600 Racine Street
- (3) Sixth District -- Jefferson School, 105 Ice Street.
- (4) Fifth and Seventh Districts -- Clovis Grove Elementary School,
974 Ninth Street.
- (5) Eighth District – ~~Heckrodt Wetland Reserve, 1305 Plank Road.~~
Winnegamie Dog Club, Inc., 2043 Manitowoc Road.

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

Passed and approved this day of , 2015.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

ORDINANCE O-22-15

AN ORDINANCE REPEALING AND RECREATING TITLE 7, CHAPTER 10 OF THE
CODE OF ORDINANCES (HOTEL AND MOTEL ROOM TAX)

Introduced by Mayor Merkes.

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

SECTION 1: Repeal and Recreate Title 7, Chapter 10, SEC.7-10-2 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 7 – Licensing and Regulation

CHAPTER 10

Hotel and Motel Room Tax

...

SEC. 7-10-2 HOTEL AND MOTEL ROOM TAX ESTABLISHED.

See attached

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

Passed and approved this day of , 2015.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

AMENDED AND RESTATED ORDINANCE OF THE CITY OF MENASHA IMPOSING A HOTEL/MOTEL TAX ON THE PRIVILEGE OF FURNISHING ROOMS AT RETAIL

WHEREAS, the City of Menasha (“City”) is a duly organized and existing municipality created under the provisions of the laws of the State of Wisconsin; and

WHEREAS, §66.0615 of the Wisconsin Statutes authorizes the governing body of a municipality to adopt an ordinance imposing a tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators or other persons furnishing accommodations which are available to the public (“Room Tax”); and

WHEREAS, the geographic area encompassing the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Appleton”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Kaukauna”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“City of Neenah”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Kimberly”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Little Chute”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Grand Chute”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Town of Neenah”), the TOWN OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Town of Menasha”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“City of Menasha”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Sherwood”), (collectively, “Municipalities”), is hereby confirmed to be a single destination as perceived by the traveling public, and, therefore, a Tourism Zone, as that term is used in §66.0615 of the Wisconsin Statutes (“Room Tax Act”) (which single destination is referred to as the “Fox Cities Tourism Zone”); and

WHEREAS, the City previously enacted an ordinance imposing a Room Tax, the proceeds of which were directed toward (i) payment of debt service on bonds issued by the Redevelopment Authority of the City of Appleton, Wisconsin, a Wisconsin municipal corporation, to partially fund construction of the Fox Cities Performing Arts Center; (ii) promotion of the Fox Cities Tourism Zone by the Fox Cities Convention & Visitors Bureau, Inc., a Wisconsin corporation; and (iii) promotion of the City by the City as a lodging destination; and

WHEREAS, the City now desires to impose an additional Room Tax in the amount of three percent (3%) to be pledged as payment on bonds to be issued as partial funding for the construction of a new Fox Cities Exhibition Center; an additional Room Tax in the amount of one percent (1%) in support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel within the Fox Cities Tourism Zone; and an additional Room Tax in the amount of one percent (1%) to be retained by the City to be used for general tourism support and development in the Fox Cities Tourism Zone; and

WHEREAS, the City acknowledges that the Room Tax Act imposes certain requirements on the imposition of Room Taxes, including a consideration of the populations of counties in which certain Municipalities are located; and

WHEREAS, the Exhibition Center is intended to be constructed within the City of Appleton; and

WHEREAS, the City acknowledges that Appleton is located within the Counties of Outagamie, Calumet and Winnebago within the State of Wisconsin; and

WHEREAS, the Counties of Outagamie, Calumet and Winnebago, each have a population of less than 380,000; and

WHEREAS, neither Outagamie County, nor Calumet County, nor Winnebago County is located adjacent to a county with a population of at least 380,000; and

WHEREAS, the City acknowledges that the Municipalities are working cooperatively together to construct the Fox Cities Exhibition Center; and

WHEREAS, the City previously entered into a Room Tax Commission and Tourism Zone Agreement with the Municipalities which created the Fox Cities Room Tax Commission for the sole purpose of supporting the promotion and development of the Fox Cities Performing Arts Center; and

WHEREAS, the City now desires to authorize an increased role for the Fox Cities Room Tax Commission for the coordination of tourism promotion and tourism development in the Fox Cities Tourism Zone as more fully set forth herein; and

WHEREAS, by the passage of this Ordinance, the City intends to amend and restate those provisions of its ordinances, including but not limited to, Ordinance No. O-20-00, which imposed and/or amended the imposition of Room Taxes in the City, in order to accomplish uniformity of Room Taxes imposed across the Municipalities located within the Fox Cities Tourism Zone pursuant to the requirements of the Room Tax Act; and

WHEREAS, the Common Council finds that the best interests of the City are served by passing this Ordinance.

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

1. Recitals. The above recitals are incorporated by reference herein and made a part hereof.

2. Amendment and Restatement of Code Section. Chapter 10, Sec. 7-10-1 through 7-10-12 of the Menasha Code of Ordinances are hereby deleted, and Sec. 7-10-1 is restated to read as follows:

SEC. 7-10-1. Hotel and Motel Room Tax.

A. Definitions. In addition to those terms defined in this Section, the terms used in this Ordinance shall have the definition, if any, ascribed to them in §66.0615 of the Wisconsin Statutes.

- 1) “*Pledge Agreement*” shall mean that Amended and Restated Pledge and Security Agreement dated May 1, 2012 by and between the City of Appleton, Wisconsin; the City of Kaukauna, Wisconsin; the City of Neenah, Wisconsin; the Village of Kimberly, Wisconsin; the Village of Little Chute, Wisconsin; the Town of Grand Chute, Wisconsin; the Town of Neenah, Wisconsin; the Town of Menasha, Wisconsin; the Fox Cities Area Room Tax Commission and Associated Trust Company.
- 2) “*ARA*” shall mean the Redevelopment Authority of the City of Appleton, Wisconsin, a Wisconsin body politic and corporate.
- 3) “*CVB*” shall mean the Fox Cities Convention & Visitors Bureau, Inc., a Wisconsin corporation.
- 4) “*Exhibition Center Bonds*” shall mean bonds issued or to be issued by the ARA as partial funding for the construction of a new Fox Cities Exhibition Center, or any refinance thereof, as well as for any other purpose authorized under that Exhibition Center Cooperation Agreement between the Municipalities located within the Fox Cities Tourism Zone, the ARA and the Fox Cities Room Tax Commission, dated as of _____, 2015.
- 5) “*Fox Cities Tourism Zone*” shall mean that geographic area encompassing the City of Appleton, Wisconsin; the City of Kaukauna, Wisconsin; the City of Neenah, Wisconsin; the Village of Kimberly, Wisconsin; the Village of Little Chute, Wisconsin; the Town of Grand Chute, Wisconsin; the Town of Neenah, Wisconsin; the Town of Menasha, Wisconsin; the City of Menasha, Wisconsin and the Village of Sherwood, Wisconsin.
- 6) “*Fox Cities Room Tax Commission*” shall mean the Room Tax Commission created by the Municipalities within the Fox Cities Tourism Zone through that Amended and Restated Room Tax Commission Agreement dated _____, 2015, in order to

coordinate tourism promotion and tourism development within the Fox Cities Tourism Zone using the proceeds of Room Taxes imposed under this Ordinance, and having on its Board certain representatives of the Municipalities and certain representatives of the Wisconsin hotel and motel industry.

- 7) "*PAC Bonds*" shall mean those bonds issued by the ARA to partially fund construction of the Fox Cities Performing Arts Center.
- 8) "*Room Tax*" shall mean a tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators or other persons furnishing accommodations which are available to the public, irrespective of whether membership is required for use of the accommodations, pursuant to the Room Tax Act.
- 9) "*Room Tax Act*" shall mean §66.0615 of the Wisconsin Statutes, as amended from time to time.

B. Imposition of Room Tax. Pursuant to the Room Tax Act, there is hereby imposed upon the privilege of furnishing, at retail (except sales for resale) rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations that are available to the public (collectively, "Operators"), irrespective of whether membership is required for use of the accommodations, within the City. Such Room Tax shall be imposed at the total rate of ten percent (10%). Operators shall remit all collected Room Tax revenues to the City Treasurer in accordance with the requirements of this Ordinance and the Room Tax Act. The proceeds shall then be paid to the Fox Cities Room Tax Commission or its designees or assigns, unless otherwise indicated herein, to be used for purposes of coordinating tourism promotion and tourism development within the Fox Cities Tourism Zone. A Room Tax is hereby imposed at the rate of ten percent (10%) within the City to be allocated as follows:

- 1) A Room Tax in the amount of three percent (3%) shall be imposed and allocated toward the support of the CVB, to be used for the promotion of the Fox Cities Tourism Zone as a tourism destination ("CVB Room Tax"), except that:
 - i. The City may retain five percent (5%) of the revenues of this CVB Room Tax for general tourism support and development in the City in accordance with the requirements of the Room Tax Act.

- 2) A Room Tax in the amount of two percent (2%) shall be imposed and allocated toward payment of debt service on the PAC Bonds in accordance with that Cooperation Agreement dated June 1, 2000. The rate imposed as set forth in this subsection (2) shall be known as the "PAC Room Tax". Upon full payment and satisfaction of the PAC Bonds, the PAC Room Tax shall ultimately be reallocated toward the development and support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone as more fully set forth in Section (C) of this Ordinance.
- 3) A Room Tax in the amount of three percent (3%) shall be imposed and allocated toward payment of debt service on the Exhibition Center Bonds in accordance with that Exhibition Center Cooperation Agreement dated _____, 2015 to which the City is a party ("Exhibition Center Room Tax"). The Exhibition Center Room Tax shall sunset and expire upon full payment and satisfaction of the Exhibition Center Bonds at a date to be determined. Upon full satisfaction of the Exhibition Center Bonds, the Room Tax shall be reduced by three percent (3%), with such reduction being deemed to be the share of the Room Tax allocated to the Exhibition Center Room Tax. At the time that the Exhibition Center Bonds are fully satisfied, there may be an excess of Exhibition Center Room Tax proceeds collected above that amount needed to satisfy the Exhibition Center Bonds. In such an event, those excess funds shall be reallocated to the Tourism Development Fund as that term is referenced and defined in the Exhibition Center Cooperation Agreement.
- 4) A Room Tax in the amount of one percent (1%) ("Municipal Room Tax") shall be retained by the City to be used for general tourism support and development in the Fox Cities Tourism Zone in accordance with the requirements of the Room Tax Act.
- 5) A Room Tax in the amount of one percent (1%) shall be imposed and allocated toward the support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone ("Tourism Facilities Room Tax"). The proceeds of the Tourism Facilities Room Tax shall be remitted to CVB to be held and administered under as part of the Tourism Development Fund, as that term is referenced and defined in the Exhibition Center Cooperation Agreement.

- C. Proceeds of PAC Room Tax. Notwithstanding anything in this Ordinance to the contrary, in order to honor existing contractual obligations, the proceeds of the PAC Room Tax shall continue to be directed to the Trustee under the Pledge Agreement until the PAC Bonds have been paid in full. Following full payment and satisfaction of the PAC Bonds, the proceeds generated from the PAC Room Tax for the calendar quarter in which the PAC Bonds were fully paid and satisfied shall be directed toward payment of debt service on the Exhibition Center Bonds, capitalized interest payments on the Exhibition Center Bonds or may be deposited into reserve and stabilization funds associated with the issuance of the Exhibition Center Bonds. Commencing on the first day of the next calendar quarter, all proceeds from the PAC Room Tax shall be directed toward the support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone.
- D. Priority of Payment. In the event any Operator or Municipality fails to remit the full amounts owed in any quarterly payment (“Deficient Payment”) under this Agreement, the Exhibition Center Cooperation Agreement or the ordinances executed as required thereunder, the parties agree and acknowledge that the Deficient Payment amounts actually received by the Commission shall be applied in the following priority order:
- 1) The Deficient Payment amounts received shall first be applied toward the three percent (3%) Room Tax imposed for the support of the CVB; and
 - 2) The Deficient Payment amounts remaining after payment to the CVB as required in subsection (1) above, shall be applied toward the two percent (2%) Room Tax pledged as collateral for payment of the PAC Bonds; and
 - 3) The Deficient Payment amounts remaining after payment toward the PAC Bonds as required in subsection (2) above, shall be applied toward the three percent (3%) Room Tax pledged as collateral for payment of the Exhibition Center Bonds; and
 - 4) The Deficient Payment amounts remaining after payment toward the Exhibition Center Bonds as required in subsection (3) above, shall be applied toward the one percent (1%) Municipal Room Tax; and

- 5) All remaining Deficient Payment amounts shall be applied toward the one percent (1%) Tourism Facilities Room Tax.
- E. Tourism Entity. The CVB shall act as the “tourism entity” as that term is defined in the Room Tax Act, for purposes of providing staff, support services and assistance to the Fox Cities Room Tax Commission in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors, as more fully set forth in an agreement between the Fox Cities Room Tax Commission and the CVB.
- F. Collection and Administration of Room Tax. This Ordinance shall be administered by the City Treasurer. The tax imposed by this Ordinance shall be payable quarterly and shall be due on the last day of the month next succeeding the calendar quarter in which it was imposed. A return shall be filed with the City Treasurer by all Operators on or before the same date on which such tax is due and payable. Such return shall show the gross room receipts of the preceding calendar quarter from such retail furnishing of rooms or lodging, the amount of taxes imposed for such period and such other information as the City deems necessary. Every person required to file such quarterly return shall, with his first return, elect to file an annual calendar year or fiscal year return. Such annual return shall be filed within ninety (90) days of the close of each such calendar or fiscal year. The annual return shall summarize the quarterly returns, reconcile and adjust for errors in the quarterly returns, and shall contain certain such additional information as the City requires. Such annual returns shall be signed by the person required to file a return or his duly authorized agent, but need not be verified by oath. The City may, for good cause, extend the time of filing any return, but in no event longer than one (1) month from the filing date.
- G. Permit Required. Every Operator under this Ordinance shall file with the City Treasurer an application for a permit for each place of business that is required to collect Room Tax hereunder. Every application for a permit shall be made upon a form prescribed by the City and shall set forth the name under which the applicant transacts or intends to transact business, the location of his place of business, and such other information as the City requires. The application shall be signed by the owner if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of such sellers. At the time of making an application, the applicant shall pay the City an initial fee of twenty dollars (\$20.00) for each permit. A permit issued hereunder is non-transferable.
- H. Penalty for Violations. In addition to the Schedule of Forfeiture set forth in subsection (J) herein, any Operator in violation of the terms of this Ordinance by failing to obtain and maintain a permit, when such permit is

required, shall be subject to a penalty as set forth in Section 1-1-7 of the Menasha Code of Ordinances for each violation. Each room or unit separately rented or offered for rent, and each day of such rental or offer for rental of such unit shall be a separate violation. In addition, injunctive relief is hereby authorized to discontinue any violation of this Ordinance. Any party deemed to have violated any of the provisions of this Ordinance shall be obligated to pay the costs of prosecution, in addition to actual attorney fees expended in the course of said enforcement. The City may revoke or suspend any permit issued hereunder for failure to comply with the provisions hereof.

- I. Liability for Tax on Sale or Transfer of Business. If any Operator liable for any amount of tax under this Ordinance sells or transfers all or substantially all of its interest in the hotel, motel or other accommodation, its successors or assigns shall withhold sufficient amounts from the purchase price to cover the amount of tax liability until the Operator produces a receipt from the City Treasurer that its liability has been paid in full or a certificate stating that no amount is due. If a successor subject to the tax imposed by this Ordinance fails to withhold such amount from the purchase price as required, it shall become personally liable for payment of the amount required to be withheld by it.
 - J. Schedule of Forfeiture. In addition to paying the Room Taxes due hereunder, each Operator shall be required to forfeit an amount equal to twenty-five percent (25%) of the Room Tax due from the Operator to the City for the previous year or Five Thousand Dollars (\$5,000), whichever is less, for a failure to pay the Room Tax due hereunder.
 - K. Confidentiality of Information. To the extent permitted by law, the information provided to the City under §66.0615(2) of the Wisconsin Statutes shall remain confidential; provided, however, that the City or any employee thereof may use such information in the discharge of duties imposed by law or of the duties of their office or by order of a court. Persons violating the provisions of this subsection may be required to forfeit not less than \$100 nor more than \$500.
 - L. Enforcement. The City shall enforce this Ordinance in accordance with the Room Tax Act.
3. Expiration of Exhibition Center Room Tax. The Exhibition Center Room Tax shall expire upon full payment of the Exhibition Center Bonds; provided that Operators may not discontinue collection of the Exhibition Center Room Tax until the City provides notice that the Room Tax allocated to the Exhibition Center has been terminated by operation of this Ordinance and the Exhibition Center Cooperation Agreement.

4. Supersede Conflicting Ordinances; Severability. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

5. Effective Date. This Ordinance shall take effect on January 1, 2016.

PASSED and APPROVED by the Governing Body of the City of Menasha, Wisconsin, this _____ day of _____, 2015.

Voting Aye (list names): _____
Voting Nay (list names): _____
Abstaining (list names): _____
Absent (list names): _____

ATTEST:

Municipal Clerk

Published in pamphlet form _____, 2015.

CHAPTER 10

Hotel and Motel Room Tax

SEC. 7-10-1 DEFINITIONS.

The following definitions are applicable in this Chapter:

- (a) **HOTEL OR MOTEL.** A building or group of buildings in which the public may obtain accommodations for a consideration including, without limitation, such establishments as inns, motels, hotels, tourist homes, tourist houses or courts, lodging houses, rooming houses, summer camps, apartment hotels, resort lodges, cabins, and any other buildings in which accommodations are available to the public, except accommodations rented for a continuous period of more than one month and accommodations furnished by any hospitals, sanitariums, or nursing homes, or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes provided that no part of the net earnings of such corporations and associations inured to the benefit of any private shareholder or individual.
- (b) **GROSS RECEIPTS.** As defined in Section 77.51(11)(a), (b) and (c), Wis. Stats., insofar as applicable.
- (c) **TRANSIENT.** Any person residing for a continuous period of less than one month in a hotel, motel, or other furnished accommodations available to the public.

SEC. 7-10-2 HOTEL AND MOTEL ROOM TAX ESTABLISHED.

- (a) Pursuant to Section 66.75, Wis. Stats., a tax is hereby imposed on the privilege and service of furnishing, at retail, rooms or lodging to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of five percent (5%) of the gross receipts from such retail furnishing of rooms or lodging. Two percent of such tax shall be applied exclusively to the Fox Cities Area Room Tax Commission and the Fox Cities Performing Arts Center, Inc., until such time as notification is made by the Fox Cities Area Room Tax Commission and the Fox Cities Performing Arts Center, Inc., that such funds are no longer necessary. Such tax shall not be subject to the selective sale tax imposed by Section 77.52(2), Wis. Stats.
- (b) It is the intent of the City of Menasha to increase the Fox Cities area room tax and to pledge any funds from such increase to the Fox Cities Area Room Tax Commission and the Fox Cities Performing Arts Center for the purposes of the support and construction of a performing arts center.

SEC. 7-10-3 USE OF TAX REVENUE.

The City Treasurer shall direct five percent (5%) of the hotel and motel room taxes collected to the general fund, with the balance of the proceeds directed to the Fox Cities Convention and Tourist Bureau, to be used for the promotion of the Fox Cities as a convention location and tourist area.

SEC. 7-10-4 ADMINISTRATION OF TAX SYSTEM.

- (a) This Chapter shall be administered by the City Treasurer. The tax shall be payable quarterly and shall be due on the last day of the month next succeeding the calendar quarter for which imposed. A return shall be filed with the City Treasurer by those furnishing at retail such rooms and lodging on or before the same date on which such tax is due and payable. Such return shall show the gross room receipts of the preceding calendar quarter from such retail furnishing of rooms or lodging, the amount of taxes imposed for such period, and such other information as the City Treasurer deems necessary. Every person required to file such quarterly return shall, with his first return, elect to file an annual calendar year or fiscal year return. Such annual return shall be filed within ninety (90) days of the close of each such calendar or fiscal year.
- (b) The annual return shall summarize the quarterly returns, reconcile and adjust for errors in the quarterly returns, and shall contain certain such additional information as the City Treasurer requires. Such annual returns shall be signed by the person required to file a return or his duly authorized agent, but need not be verified by oath. The City Treasurer may, for good cause, extend the time of filing any return, but in no event longer than one month from the filing date.

SEC.7-10-5 PERMIT REQUIRED.

- (a) Every person furnishing rooms or lodging pursuant to Section 7-10-2 shall file with the City Treasurer an application for a permit for each place of business. Every application for a permit shall be made upon a form prescribed by the City Treasurer and shall set forth the name under which the applicant transactor intends to transact business, the location of his place of business, and such other information as the City Treasurer requires. The application shall be signed by the owner if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of such seller. At the time of making an application the applicant shall pay the City Treasurer an initial fee of Twenty Dollars (\$20.00) for each permit.
- (b) After compliance with Subsection (a) above and Subsection (n) by the applicant, the City Treasurer shall grant and issue to each applicant a separate permit for each place of business within the City. such permit is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated therein. It shall at all times be conspicuously displayed at the place for which issued.
- (c) When any person fails to comply with this Section, the City Treasurer may, upon ten (10) days notification and after affording such person the opportunity to show cause why his permit should not be revoked, revoke or suspend any or all of the permits held by such person. The City Treasurer shall give to such person written notice of the suspension or revocation of any of his permits. The City Treasurer shall not issue a new permit after the revocation of a permit unless he is satisfied that the former holder of the permit will comply with the provisions of this Section. A fee of Twenty Dollars (\$20.00) shall be imposed for the renewal or issuance of a permit which has been previously suspended or revoked.
- (d)
 - (1) Any establishment required by this section to pay any fee may, in addition to any other penalties, also be required to pay a permit fee equal to twice the amount of the normal fee if the failure is due to a late payment, insufficient funds or account closed checks, or for any other reason the City has not received the property payment.
 - (2) Any establishment required by this section to pay any fee may, in addition to any other penalties, also be required to pay a permit fee equal to twice the amount of the normal fee if such establishment opens for business without paying the required fee.

The Public Health Director, or designee, may also order such establishment to close until the fee is paid.

SEC. 7-10-6 CHANGE OR TERMINATION OF OWNERSHIP.

If any person liable for any amount of tax under this Section sells out his business or stock of goods or quits the business, his successors or assigns shall withhold sufficient sums of the purchase price to cover such amount until the former owner produces a receipt from the City Treasurer that it has been paid or a certificate stating that no amount is due. If a person subject to the tax imposed by this Chapter fails to withhold such amount from the purchase price as required, he shall become personally liable for payment of the amount required to be withheld by him to the extent of the price of the accommodations valued in money.

SEC. 7-10-7 AUDIT.

- (a) The City Treasurer may, by office audit, determine the tax required to be paid to the City or the refund due to any person under this Chapter. This determination may be made upon the basis of the facts contained in the return being audited or on the basis of the other information within the City Treasurer's possession. One or more such office audit determinations may be made of the amount due for any one or for more than one period.
- (b) The City Treasurer may, by field audit, determine the tax required to be paid to the City or the refund due to any person under this Chapter. The determination may be made upon the basis of the facts contained in the return being audited or upon any other information within the City Treasurer's possession. The City Treasurer is authorized to examine and inspect the books, records, memoranda, and property of any person in order to verify the tax liability of that person or another person. Nothing herein shall prevent the City Treasurer from making a determination of tax at any time.

SEC. 7-10-8 FAILURE TO FILE RETURN; TAX ESTIMATE.

If any person fails to file a return as required by this Section, the City Treasurer shall make an estimate of the amount of the gross receipts under Section 7-10-2. Such estimate shall be made for the period from which such person failed to make a return and shall be based upon any information which is in the City Treasurer's possession or may come into his possession. On the basis of this estimate, the City Treasurer shall compute and determine the amount required to be paid to the City, adding to the sum arrived at a penalty equal to ten percent (10%) thereof. One (1) or more such determinations may be made for one (1) or more than one (1) period.

SEC. 7-10-9 UNPAID TAX; PENALTY.

- (a) All unpaid taxes under this Chapter shall bear interest at the rate of seven percent (7%) per annum from the due date of the return until the first day of the month following the month in which said taxes are refunded. An extension of time within which to file a return shall not operate to extend the due date of the return for purposes of interest computation. If the City Treasurer determines that any overpayment of tax has been made intentionally or by reason

of carelessness or neglect, or if the tax which was overpaid was not accompanied by a complete return, it shall not allow any interest thereon.

- (b) Delinquent tax returns shall be subject to a Ten Dollar (\$10.00) late filing fee. The tax imposed by this Section shall become delinquent if not paid:
 - (1) In the case of a timely filed return, within thirty (30) days after the due date of the return, or within thirty (30) days after the expiration of an extension period if one has been granted.
 - (2) In the case of no return filed or a return filed late, by the due date of the return.
- (c) If due to negligence no return is filed, or a return is filed late, or an incorrect return is filed, the entire tax finally determined shall be subject to a penalty of twenty-five percent (25%) of the tax, exclusive of any interest or other penalties. If a person fails to file a return when due or files a false or fraudulent return with the intent in either case to defeat or evade the tax imposed by this Section, a penalty of fifty percent (50%) shall be added to the tax required to be paid, exclusive of interest and other penalties.

SEC. 7-10-10 SECURITY REQUIREMENTS.

In order to protect the revenue of the City, the City Treasurer may require any person liable for the tax imposed by this Section to place with him, before or after a permit is issued, such security, not in an excess of an amount equal to the maximum possible revenue to be derived from said property per quarter of operation to be determined by the City Treasurer. If any taxpayer fails or refuses to place such security the City Treasurer may refuse or revoke such permit. If any taxpayer is delinquent in the payment of the taxes imposed by this Section, the City Treasurer may, upon ten (10) days notice, recover the taxes, interest and penalties from the security placed with the City Treasurer by such taxpayer. No interest shall be paid or allowed by the City to any person for the deposit of such security.

SEC. 7-10-11 RECORDS.

- (a) Every person liable for the tax imposed by this Chapter shall keep or cause to be kept such records, receipts, invoices and other pertinent information essential to the proper recording and payment of said tax.
- (b) All tax returns, schedules, exhibits, writings or audit reports relating to such returns on file with the City Treasurer are deemed to be confidential, except the City Treasurer may divulge their contents to the following, and not others:
 - (1) The person who filed the return.
 - (2) Officers, agents, or employees of the Federal Internal Revenue Service or the State Department of Revenue.
 - (3) Officers, employees, or agents of the City of Menasha as may be necessary to enforce collection.
- (c) No person having an administrative duty under this Section shall make known in any manner the business affairs, operations or information obtained by an investigation of records of any person on whom a tax is imposed by this Section, or the amount or source of income, profits, losses, expenditures, or any particular thereof set forth or disclosed in any return, or to permit any return or copy thereof to be seen or examined by any person, except as provided in Subsection (b).

SEC. 7-10-12 FINANCIAL DISCLOSURE.

At least once each year that this Chapter is in effect, on a date to be determined by the City Comptroller, the Fox Cities Visitor and Convention Bureau, subsidiary of the Fox Cities Chamber of Commerce and Industry, shall submit an audit, with completeness to be determined by the City Comptroller as to revenues and expenditures. In turn the City Comptroller as conveniently after as may be shall submit a report to the Common Council with any recommendations he may have.

RESOLUTION R-37-15

RESOLUTION LEVYING TAXES FOR THE PURPOSE OF PAYING THE OPERATING EXPENSES FOR THE YEAR 2016 FOR THE CITY OF MENASHA

Introduced by Mayor Donald Merkes

BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF MENASHA, WISCONSIN,
RESOLVED:

That for the purpose of paying the City of Menasha (per Attachment A) and Waverly Sanitary District operating expenses for the year 2016, there is hereby levied on all taxable property in the City of Menasha the amount of \$10,565,595.73 which includes \$790,723.61 in Tax Incremental Financing District Funds.

That for the purpose of paying the Menasha Joint School District and Appleton Area School District tax as certified, there is hereby levied on all taxable property in the City of Menasha the amount of \$11,130,967.19 which includes \$803,406.19 in Tax Incremental Financing District Funds.

That for the purpose of paying the Fox Valley Technical College District tax as certified, there is hereby levied on all taxable property in the City of Menasha the amount of \$1,129,047.48 which includes \$83,927.67 in Tax Incremental Financing District Funds.

That for the purpose of paying the State of Wisconsin, Winnebago County and Calumet County tax as certified, there is hereby levied on all taxable property of the City of Menasha the amount of \$5,317,937.71 which includes \$365,788.74 in Tax Incremental Financing District Funds.

AND IT IS FURTHER RESOLVED that the total of the above four levies in the amount of \$28,143,548.11 shall be the 2015 tax levy on all real and personal property in the City of Menasha.

AND IT IS FURTHER RESOLVED that a property tax mill rate for each taxing entity will be established when the assessed valuation for each taxing entity has been properly certified.

AND BE IT FURTHER RESOLVED that the City Comptroller/Treasurer be, and hereby is, authorized to prepare a tax roll for the City of Menasha for the year 2015 and spread the above stated tax and State Lottery Credits, School Tax Credits and First Dollar Credits upon said roll and the City Clerk is directed to sign a warrant for the collection of said tax.

Passed and approved this 16th day of November, 2015.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

BUDGET COMPARISON (2016 Budget/2015 Levy)

ATTACHMENT A

DATE: 11/12/2015

PREPARED BY:COMPTRROLLER/TREASURER

	2014 BUDGET	2015 BUDGET	2016 BUDGET
<u>EXPENDITURES-GENERAL FUND (100)</u>			
GENERAL GOVERNMENT	\$ 1,469,395	\$ 1,410,061	\$ 1,435,723
PUBLIC SAFETY	7,876,943	8,002,545	8,141,798
HEALTH & HUMAN SERVICES	892,345	905,610	919,914
PUBLIC WORKS	2,882,147	2,975,730	2,919,630
CULTURE, RECREATION & EDUCATON	2,938,252	2,985,453	3,020,636
CONSERVATION & DEVELOPMENT	321,799	336,428	319,167
OTHER FINANCING USES	34,505	-	-
TOTAL	16,415,386	16,615,827	16,756,868
<u>REVENUES-GENERAL FUND (100)</u>			
TAXES	\$ (831,591)	\$ (851,569)	\$ (872,320)
INTERGOVERNMENTAL REVENUE	(4,627,486)	(4,608,939)	(4,566,841)
LICENSES AND PERMITS	(469,577)	(485,055)	(517,876)
FINES, FORFEITS & PENALTY	(144,000)	(125,000)	(124,000)
PUBLIC CHARGES FOR SERVICES	(383,725)	(434,795)	(468,725)
INTERGOVERNMENTAL CHARGES	(1,351,066)	(1,480,026)	(1,416,031)
MISCELLANEOUS REVENUES	(192,600)	(218,600)	(235,350)
OTHER FINANCING SOURCES	(156,200)	(154,647)	(152,323)
TOTAL	(8,156,245)	(8,358,631)	(8,353,466)
APPLICATION OF FUND BALANCE	(155,000)	(155,000)	(155,000)
TAX LEVY-GENERAL FUND	8,104,141	8,102,196	8,248,402
<u>CAPITAL PROJECTS FUND (470)</u>			
EXPENDITURES-CITY	\$ 998,832	\$ 926,000	\$ 1,337,150
EXPENDITURES-DEVELOPMENT AGREEMENT	\$ -	\$ -	\$ 751,685
OTHER FINANCING SOURCES	(981,610)	(925,000)	(2,088,835)
TAX LEVY-CAPITAL PROJECTS FUND	17,222	1,000	-
<u>DEBT SERVICE FUND (310)</u>			
EXPENDITURES	\$ 5,402,437	\$ 4,222,813	\$ 4,148,527
TAXES	(629,309)	(640,833)	(660,367)
SPECIAL ASSESSMENTS	(145,000)	(119,000)	(145,000)
MISCELLANEOUS REVENUES	(5,000)	(7,500)	(7,600)
OTHER FINANCING SOURCES	(3,122,119)	(2,011,453)	(2,015,038)
APPLICATION OF FUND BALANCE	(345,000)	(353,300)	(350,000)
TAX LEVY-DEBT SERVICE FUND	1,156,009	1,090,727	970,522
<u>POST EMPLOYMENT SICK LEAVE RESERVE (260)</u>			
EXPENDITURES	\$ 40,000	\$ 60,000	\$ 60,000
REVENUES	-	-	-
APPLICATION OF FUND BALANCE	-	-	-
TAX LEVY-POST EMPLOYMENT SICK LEAVE	40,000	60,000	60,000
<u>RECYCLING FUND (266)</u>			
EXPENDITURES	\$ 342,661	\$ 398,200	\$ 447,494
INTERGOVERNMENTAL REVENUE	(70,000)	(70,337)	(55,545)
PUBLIC CHARGES FOR SERVICES	(4,365)	(3,600)	(4,100)
INTERGOVERNMENTAL CHARGES	(100)	(7,800)	(8,000)
MISCELLANEOUS REVENUES	(12,772)	(16,425)	(16,000)
APPLICATION OF FUND BALANCE	-	-	-
TAX LEVY-RECYCLING FUND	255,424	300,038	363,849
TOTAL TAX LEVY-ALL FUNDS	\$ 9,572,796	\$ 9,553,961	\$ 9,642,773
EQUALIZED TAX RATE - LEVY/TID OUT	\$ 10.4514	\$ 10.3242	\$ 10.3135
EQUALIZED VALUATION - TID IN	\$ 974,894,000	\$ 999,088,600	\$ 1,010,047,700
EQUALIZED VALUATION - TID OUT	\$ 915,931,000	\$ 925,394,500	\$ 934,965,600
ASSESSED TAX RATE	\$ 10.3401	\$ 10.1729	
ASSESSED VALUATION	\$ 100,246,000	\$ 1,004,400,900	

Resolution R-38-15

RESOLUTION APPROVING THE 2016 CAPITAL IMPROVEMENT PROGRAM

Introduced by Mayor Merkes

WHEREAS, the Mayor has prepared, submitted and recommended a Capital Improvement Program, as attached, for the year 2016, wherein is listed anticipated revenue and expenditures for said year, which program has been filed with the Common Council and the City Clerk, and is available for public inspection; and

WHEREAS, the Common Council reviewed the Capital Improvement Program, and made adjustments to the plan, which are included in the attached version.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council that the 2016 Capital Improvement Program is hereby approved.

Passed and approved this 16th day of November, 2015.

ATTEST:

Donald Merkes, Mayor

Deborah A. Galeazzi, Clerk

2016 CAPITAL IMPROVEMENT PROGRAM

2016 CAPITAL IMPROVEMENT PROGRAM

2016 STREET CONSTRUCTION

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
STREET IMPROVEMENTS						
1.	Sixth Street: Tayco to Racine	\$0	\$0	\$183,885	\$183,885	A-1
2.	Sixth Street: Racine to DePere	\$0	\$49,778	\$182,372	\$232,150	A-1
			WIS DOT GRANT			
3.	Ninth Street: Melissa to Meadowview	\$0	\$0	\$137,220	\$137,220	A-2
4.	Grandview: Tayco to Pacific	\$0	\$0	\$49,050	\$49,050	A-3
5.	Midway: Southfield Drive Intersection	\$0	\$0	\$33,750	\$33,750	A-4
NEW STREETS						
6.	Lake Park Heights - Assessable	\$751,685	\$0	\$0	\$751,685	A-5
OTHER						
7.	Third Street Bridge - Design, Right of Way Acquisition, and Construction	\$0	\$51,000	\$79,200	\$130,200	A-6
			WIS DOT GRANT			
8.	Broad Street - Design	\$0	\$0	\$25,500	\$25,500	A-7
Subtotal 2016 Non-TIF Streets		\$751,685	\$100,778	\$690,977	\$1,543,440	

2016 TAX INCREMENTAL FINANCING STREET PROJECTS (TIF)

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
9.	TID #12 Improvements	\$0	\$0	\$20,000	\$20,000	A-48
Subtotal 2016 TIF Streets		\$0	\$0	\$20,000	\$20,000	
Total 2016 Street Construction		\$751,685	\$100,778	\$710,977	\$1,563,440	

STREET FUNDING

Estimated Street Cash Balance (1/1/2016).....	\$0
Estimated Project Cost.....	\$1,543,440

STREET PROJECTS FUNDED IN PRIOR YEARS BUT NOT CONSTRUCTED

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
	Subtotal Street Projects Funded in Prior Years but not Constructed - Non-TIF	\$0	\$0	\$0	\$0	

**STREET PROJECTS FUNDED IN PRIOR YEARS BUT NOT CONSTRUCTED
(TIF)**

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
	Subtotal Street Projects Funded in Prior Years but not Constructed - TIF	\$0	\$0	\$0	\$0	

2016 STREET CONSTRUCTION MILEAGE SUMMARY

<i>TOTAL MILES OF CITY STREETS AS OF 12/31/2015</i>	<i>70.88</i>
<i>TOTAL MILES OF COUNTY, STATE, AND FEDERAL STREETS AS OF 12/31/2015</i>	<i>13.61</i>
<i>TOTAL MILES OF CITY STREET IMPROVEMENTS IN 2016</i>	<i>1.23</i>
<i>TOTAL MILES OF NEW CITY STREET CONSTRUCTION IN 2016</i>	<i>0.48</i>
<i>TOTAL MILES OF CITY STREETS ADDED IN 2016</i>	<i>0.62</i>
<i>TOTAL MILES OF CITY STREETS AS OF 12/31/2016</i>	<i>71.50</i>
<i>TOTAL MILES OF ALL STREETS</i>	<i>85.11</i>

2016 STORM SEWER CONSTRUCTION

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
1.	Storm Extension - Lake Park Heights - Assessble	\$60,000	\$0	\$0	\$60,000	A-5
2.	Sixth Street: Tayco to DePere - Storm	\$0	\$0	\$80,545	\$80,545	A-1
3.	Ninth Street: Melissa to Meadowview - Storm	\$0	\$0	\$4,000	\$4,000	A-2
4.	Midway: Southfield Drive Intersection - Storm	\$0	\$0	\$22,500	\$22,500	A-4
5.	Third Street Bridge - Storm	\$0	\$0	\$7,800	\$7,800	A-6
6.	Broad Street - Design - Storm	\$0	\$0	\$8,500	\$8,500	A-7
7.	Storm Sewer, Manhole, Inlet Rehabs	\$0	\$0	\$25,000	\$25,000	A-8
8.	Rear Lot Drainage Grant Program	\$0	\$0	\$10,000	\$10,000	A-9
Subtotal 2016 Non-TIF Storm		\$60,000	\$0	\$158,345	\$218,345	

2016 TAX INCREMENTAL FINANCING STORM SEWER PROJECTS (TIF)

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
Subtotal 2016 TIF Storm Sewer		\$0	\$0	\$0	\$0	
Grand Total 2016 Storm Sewer		\$60,000	\$0	\$158,345	\$218,345	

STORM SEWER FUNDING

Estimated Balance (1/1/2016).....	\$0
Estimated Project Cost.....	\$218,345

STORM SEWER PROJECTS FUNDED IN PRIOR YEARS BUT NOT CONSTRUCTED

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
Total Storm Sewer Projects Funded in Prior Years but not Constructed - Non-TIF & Non-Redevelopment Authority		\$0	\$0	\$0	\$0	

2016 SANITARY SEWER CONSTRUCTION

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
1.	Lateral Rehab/Reconstruction - Assessable	\$60,000	\$0	\$30,000	\$90,000	A-10
2.	Manhole Rehab/Reconstruction		\$0	\$60,000	\$60,000	A-11
3.	I/I Home Grant Program		\$0	\$50,000	\$50,000	A-12
	Subtotal 2016 Non-TIF Sanitary Sewer	\$60,000	\$0	\$140,000	\$200,000	

2016 TAX INCREMENTAL FINANCING SANITARY SEWER PROJECTS (TIF)

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
	Subtotal 2016 TIF Sanitary Sewer	\$0	\$0	\$0	\$0	
	Grand Total 2016 Sanitary Sewer	\$60,000	\$0	\$140,000	\$200,000	

SANITARY SEWER FUNDING

Estimated Balance (1/1/2016).....	\$0
Estimated Project Cost.....	\$200,000

SANITARY SEWER PROJECTS FUNDED IN PRIOR YEARS BUT NOT CONSTRUCTED

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
	Total Sanitary Sewer Projects Funded in Prior Years but not Constructed - Non-TIF	\$0	\$0	\$0	\$0	

SANITARY SEWER PROJECTS FUNDED IN PRIOR YEARS BUT NOT CONSTRUCTED (TIF)

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
	Total Sanitary Sewer Projects Funded in Prior Years but not Constructed - TIF	\$0	\$0	\$0	\$0	

2016 WATER MAIN CONSTRUCTION

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
1.	Sixth Street: Tayco to DePere	\$0	\$0	\$402,970 MENASHA UTILITIES	\$402,970	Water Utility
2.	Third Street Bridge Bore to New Main	\$0	\$0	\$54,240 MENASHA UTILITIES	\$54,240	Water Utility
3.	Ninth Street: Melissa to Meadowview & Racine to Warsaw	\$0	\$36,941 DOT Grant	\$227,055 MENASHA UTILITIES	\$263,996	Water Utility
4.	Racine: South of Ninth (300')	\$0	\$39,861 DOT Grant	\$4,429 MENASHA UTILITIES	\$44,290	Water Utility
5.	Broad: Barlow	\$0	\$0	\$35,650 MENASHA UTILITIES	\$35,650	Water Utility
	Subtotal 2016 Non-TIF Water Main	\$0	\$76,802	\$724,344	\$801,146	

2016 TAX INCREMENTAL FINANCING WATER MAIN PROJECTS (TIF)

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
	Subtotal 2016 TIF Water Main	\$0	\$0	\$0	\$0	
	Grand Total 2016 Water Main	\$0	\$76,802	\$724,344	\$801,146	

WATER MAIN FUNDING

Estimated Balance (1/1/2016)..... \$0
 Estimated Project Cost..... \$801,146

WATER MAIN PROJECTS FUNDED IN PRIOR YEARS BUT NOT CONSTRUCTED

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
	Total Water Main Projects	\$0	\$0	\$0	\$0	

**WATER MAIN PROJECTS FUNDED IN PRIOR YEARS BUT NOT CONSTRUCTED
(TIF)**

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
	Total Water Main Projects Funded in Prior Years but not Constructed - TIF	\$0	\$0	\$0	\$0	

2016 SIDEWALKS

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
1.	2016 Sidewalk Replacement Program	\$0	\$0	\$30,800	\$30,800	A-13
	Subtotal 2016 Non-TIF Sidewalks	\$0	\$0	\$30,800	\$30,800	

2016 TAX INCREMENTAL FINANCING SIDEWALK PROJECTS (TIF)

No.	PROJECT	ASSESSMENT	OTHER	CITY	TOTAL	REFERENCE
2.	TID #12 Improvements	\$0	\$0	\$11,500	\$11,500	A-48
	Subtotal 2016 TIF Sidewalks	\$0	\$0	\$11,500	\$11,500	
	Grand Total 2016 Sidewalks	\$0	\$0	\$42,300	\$42,300	

SIDEWALK FUNDING

Estimated Balance (1/1/2016).....	\$0
Estimated Project Cost.....	\$30,800

2016 TRAFFIC IMPROVEMENTS

No.	PROJECT	OTHER	CITY	TOTAL	REFERENCE
1.	Replacement of Streetlights	\$0	\$75,000	\$75,000	A-14
	Total 2016 Traffic Improvements	\$0	\$75,000	\$75,000	

TRAFFIC IMPROVEMENT FUNDING

Estimated Balance (1/1/2016).....	\$0
Estimated Project Cost.....	\$75,000

2016 PARK IMPROVEMENTS

No.	PROJECT	OTHER	CITY	TOTAL	REFERENCE
1.	Pool Slide Renovation	\$0	\$5,000	\$5,000	A-15
2.	Barker Farm Park Trail	\$15,000	\$15,000	\$15,000	A-16
2A.	Play Equipment - Woodland Park	\$100,000	\$100,000	\$100,000	A-49
		Park Dev. Fund			
3.	Repave Section of Cemetery Road	\$0	\$15,000	\$15,000	A-17
4.	Replace Play Equipment - Hart Park	\$0	\$45,000	\$45,000	A-18
5.	Caboose Structure Roof Replacement	\$0	\$12,500	\$12,500	A-19
6.	Trestle - Loop the Lake Project	\$0	\$100,000	\$100,000	A-20
7.	Rehab Tennis Courts (3) - Clovis	\$0	\$28,000	\$28,000	A-21
	Subtotal 2016 Non-TIF Park Improvements	\$115,000	\$320,500	\$320,500	

2016 TAX INCREMENTAL FINANCING PARK IMPROVEMENTS (TIF)

No.	ITEM	OTHER	CITY	TOTAL	REFERENCE
	Subtotal 2016 TIF Park Improvements	\$0	\$0	\$0	
	Grand Total 2016 Park Improvements	\$115,000	\$320,500	\$320,500	

PARK IMPROVEMENT FUNDING

Estimated Balance (1/1/2016).....	\$0
Estimated Project Cost.....	\$320,500

2016 MAJOR EQUIPMENT REPLACEMENT

No.	ITEM	OTHER	CITY	TOTAL	REFERENCE
1.	Holiday Decorations	\$8,500	\$8,500	\$17,000	A-22
		Donation			
2.	Police Car Replacement (2)	\$0	\$82,300	\$82,300	A-23
3.	Fire Truck Replacement (Approved - 2015 Budget Adjustment)	\$0	\$162,800	\$162,800	A-24
4.	Forced Air Furnace Replacement-Public Works Facility	\$0	\$8,500	\$8,500	A-25
5.	Parking Ticket Computer Program - Police	\$0	\$50,000	\$50,000	A-26
6.	Waste Oil Storage Tank	\$8,000	\$0	\$8,000	A-27
		PW Facility Fund			
7.	#10 Dump Truck Body, Tailgate Spreader / Pre-Wet System, Tarp	\$26,000	\$0	\$26,000	A-28
		Equip. Replace. Fund			
8.	#26 Stainless Steel Dump Body (2002)	\$20,000	\$0	\$20,000	A-28
		Equip. Replace. Fund			
9.	#23 End Loader To Replace Grader (1993)	\$195,000	\$0	\$195,000	A-28
		Equip. Replace. Fund			
10.	#25 Skid Steer (1998)	\$50,000	\$0	\$50,000	A-28
		Equip. Replace. Fund			
11.	#2007/2012 Panel Van #2 to Move to Fleet (2000)	\$26,000	\$0	\$26,000	A-28
		Equip. Replace. Fund			
12.	#3005 Pick-Up Truck (2000)	\$29,000	\$0	\$29,000	A-28
		Equip. Replace. Fund			
13.	#9062 Brush Chipper (1990)	\$57,000	\$0	\$57,000	A-28
		Equip. Replace. Fund			
14.	#9111 11' Mower (2008)	\$50,000	\$0	\$50,000	A-28
		Equip. Replace. Fund			
15.	Inspection Camera - Sewer	\$13,000	\$0	\$13,000	A-29
		Sewer Fund			
16.	GPS Survey System - Engineering	\$5,000	\$14,900	\$19,900	A-30
		Storm Fund			
17.	High Efficiency Street Sweeper - Storm Water	\$250,000	\$0	\$250,000	A-31
		Storm Fund			
18.	File Storage - IT	\$28,700	\$0	\$28,700	A-32
		IT Fund			
	Total 2016 Major Equipment	\$766,200	\$327,000	\$1,093,200	

EQUIPMENT FUNDING

Estimated Balance (1/1/2016).....	\$0
Estimated Project Cost.....	\$1,093,200

2016 PROPERTY IMPROVEMENTS

No.	PROJECT	OTHER	CITY	TOTAL	REFERENCE
1.	Tuck Pointing - City Hall	\$0	\$6,000	\$6,000	A-33
2.	Burn Building Upgrade - Fire	\$0	\$8,000	\$8,000	A-34
3.	Elevator Cylinder - Library	\$0	\$25,000	\$25,000	A-35
4.	HVAC Controller - Library	\$0	\$5,000	\$5,000	A-36
5.	Building Improvement Needs Analysis - Public Protection Facility	\$0	\$25,000	\$25,000	A-37
6.	Roof Replacement - Sign Shop	\$0	\$20,000	\$20,000	A-38
7.	Parking Lot Purchase - Chute Street (Approved - 2015 Budget Adjustment)	\$0	\$290,000	\$290,000	A-39
8.	Parking Lot Landscaping	\$0	\$20,000	\$20,000	A-39
Subtotal 2016 Non-TIF Property Improvements		\$0	\$399,000	\$399,000	

2016 TAX INCREMENTAL FINANCING PROPERTY IMPROVEMENTS (TIF)

No.	PROJECT	OTHER	CITY	TOTAL	REFERENCE
9.	Lake Park Road Access and Street Construction TID #12	\$0	\$55,000	\$55,000	A-40
10.	Coast Guard Building Demolition TID #10	\$0	\$5,500	\$5,500	A-41
11.	Main/Mill Street Redevelopment TID #13	\$0	\$372,000	\$372,000	A-42
12.	Tayco/Water Street Redevelopment Various Improvements TID #TBD		TBD	TBD	A-43
13.	RR Donnelly and Vicinity Redevelopment Various Improvements 2016 -2016 Project TID #TBD	\$0	TBD	TBD	A-44
14.	Manitowoc Road Trail Oneida Street to Barker Park TID #9	\$0	\$185,000	\$185,000	A-45
15.	Province Terrace Trail TID #9	\$0	\$500,000	\$500,000	A-46
17.	Gilbert Site Redevelopment TID #11		\$13,000	\$13,000	A-47
18	Calumet County Emergency Siren TID #9/#12	\$0	\$40,000	\$40,000	
	Subtotal 2016 TIF Property Improvements	\$0	\$1,170,500	\$1,170,500	
	Grand Total 2016 Property Improvements	\$0	\$1,569,500	\$1,569,500	

PROPERTY FUNDING

Estimated Balance (1/1/2016).....	\$0
Estimated Project Cost.....	\$399,000

PROPERTY PROJECTS FUNDED IN PRIOR YEARS BUT NOT CONSTRUCTED

No.	PROJECT	OTHER	CITY	TOTAL	REFERENCE
	Total Property Projects Funded in Prior Years but not Constructed - Non-TIF	\$0	\$0	\$0	

**PROPERTY PROJECTS FUNDED IN PRIOR YEARS BUT NOT CONSTRUCTED
(TIF)**

No.	PROJECT	OTHER	CITY	TOTAL	REFERENCE
	Total Property Projects Funded in Prior Years but not Constructed - TIF	\$0	\$0	\$0	

2016 TAX INCREMENTAL FINANCING PROJECTS SUMMARY

No.	PROJECT	OTHER	CITY	TOTAL	REFERENCE
1.	TID #12 Improvements	\$0	\$31,500	\$31,500	A-48
2.	Lake park Road Access and Street Construction TID #12	\$0	\$55,000	\$55,000	A-40
3.	Coast Guard Building Demolition TID #10	\$0	\$5,500	\$5,500	A-41
4.	Main/Mill Street Redevelopment TID #13	\$0	\$372,000	\$372,000	A-42
5.	Tayco/Water Street Redevelopment Various Improvements TID #TBD		TBD	TBD	A-43
6.	RR Donnelly and Vicinity Redevelopment Various Improvements 2016 -2016 Project TID #TBD	\$0	TBD	TBD	A-44
7.	Manitowoc Road Trail Oneida Street to Barker Park TID #9	\$0	\$185,000	\$185,000	A-45
8.	Province Terrace Trail TID #9	\$0	\$500,000	\$500,000	A-46
9.	Gilbert Site Redevelopment TID #11		\$13,000	\$13,000	A-47
Total 2016 TIF Projects		\$0	\$1,162,000	\$1,162,000	

TIF FUNDING

Estimated Balance (1/1/2016)..... \$0
 Estimated Project Cost..... \$1,162,000

**TAX INCREMENTAL FINANCING PROJECTS FUNDED IN PRIOR YEARS
 BUT NOT CONSTRUCTED (TIF)**

No.	PROJECT	OTHER	CITY	TOTAL	REFERENCE
Total TIF Projects Funded in Prior Years but not Constructed - TIF		\$0	\$0	\$0	

SPECIAL ASSESSMENTS

Street	\$751,685
Storm Sewer	\$60,000
Sanitary Sewer	\$60,000
Water	\$0
Sidewalks	\$0

SUMMARY

STREETS	\$1,543,440
STORM SEWERS	\$218,345
SANITARY SEWER UTILITY IMPROVEMENTS	\$200,000
WATER UTILITY IMPROVEMENTS.....	\$801,146
SIDEWALKS.....	\$30,800
TRAFFIC IMPROVEMENTS.....	\$75,000
PARKS	\$320,500
EQUIPMENT REPLACEMENT	\$1,093,200
PROPERTY IMPROVEMENTS	\$399,000
TIF DISTRICTS	\$1,202,000
FINANCIAL, LEGAL & ISSUING COSTS	\$0
TOTAL	\$5,883,431

Projects included in the 2016 Budget/Borrowing Plan:

INCLUDED IN 2016 OPERATING/CAPITAL BUDGET.....	\$2,729,240
INCLUDED IN EQUIPMENT REPLACEMENT FUND.....	\$453,000
INCLUDED IN TIF FUNDS.....	\$1,162,000
INCLUDED IN PARK DEVELOPMENT FUND.....	\$15,000
INCLUDED IN PUBLIC WORKS FACILITY FUND.....	\$8,000
INCLUDED IN INFORMATION TECHNOLOGY FUND.....	\$28,700
WATER UTILITY.....	\$801,146
WASTEWATER UTILITY	\$213,000
STORM WATER UTILITY	\$473,345
TOTAL	\$5,883,431

Funding Sources:

2016 Operations Budget (Revenues) General/Other Funds.....	\$2,069,905
2016 Borrowing Plan - GO Debt.....	\$2,451,057
2016 Borrowing Plan - Revenue Debt.....	\$452,045
Grants.....	\$177,580
Donations.....	\$8,500
Included in the 2016 Menasha Utilities Budget.....	\$724,344
TOTAL	\$5,883,431

Potential Projects not currently included in the 2016 Budget/Borrowing Plan:

TO BE DETERMINED TIF PROJECTS.....	TBD
TO BE DETERMINED CITY PROJECTS.....	\$0
TOTAL	\$0

RESOLUTION R-39-15

RESOLUTION AUTHORIZING 2016 GENERAL OBLIGATION BORROWING AND THE ISSUANCE OF
CERTIFICATE OF INDEBTEDNESS AND LEVYING A TAX IN CONNECTION THEREWITH

Introduced by Mayor Merkes

WHEREAS, The City of Menasha Common Council approved capital budget adjustments, in 2015, in the amount of \$452,800, for fire equipment and the purchase of a parking lot, and committed to include the same with the 2016 Capital Improvement Borrowing; and,

WHEREAS, The City of Menasha Common Council has included a general obligation borrowing of \$909,572 in the 2016 budget for the purpose of general capital improvements; and,

WHEREAS, The City of Menasha Common Council approved the TID #13 project plan, which included a general obligation borrowing of \$337,000 in the 2016 budget for the purpose of TID #13 infrastructure improvements; and,

WHEREAS, The City of Menasha Common Council has included a general obligation borrowing of \$751,685 in the 2016 budget for the purpose of infrastructure improvements that will be specially assessed and repaid under a development agreement ; and,

WHEREAS, The City of Menasha Common Council has included a revenue obligation borrowing of \$452,045 in the 2016 budget for the purpose of storm water improvements; and,

WHEREAS, The City of Menasha is regularly monitoring existing debt obligations and analyzing the obligations for the potential of interest savings that can be achieved through refinancing.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council authorizing and directing the Director of Administrative Services to proceed with the following: the new money, general obligation borrowing of \$2,451,057 for 2016; the new money, revenue obligation borrowing of \$452,045; and the analysis and refinancing of any additional existing debt that will save the City money on interest costs in 2017 and beyond.

AND IT IS FURTHER RESOLVED that the Administrative Services Director will present all formal borrowing requests to Council for proper authorization when the timing is appropriate in 2016.

Passed and approved this 16th day of November, 2015.

ATTEST:

Donald Merkes, Mayor

Deborah A. Galeazzi, Clerk