

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, February 2, 2015
6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
- F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
1. Update from Brian Tungate on the work progress at Koslo field.
 2. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. [Administrative Committee, 01/19/15.](#)
 - b. [Board of Public Works, 01/19/15.](#)
 - c. [Landmarks Commission, 01/13/15.](#)
 - d. [Library Board, 01/15/15.](#)
 - e. [NMFR Joint Fire Commission, 01/28/15.](#)
 - f. [Neenah-Menasha Sewerage Commission, 12/16/14.](#)
 - g. [Plan Commission, 01/20/15.](#)
 - h. [Water and Light Commission, 12/18/14.](#)Communications:
 - i. [CA/HRD Captain to ASD Steeno, 12/29/14; Alchemy-Fox Cities LLC d/b/a The Source Public House. Reserve Liquor License grant.](#)
 - j. [Waverly Sanitary District Meeting Minutes, 01/22/15.](#)
 - k. [DPW Radtke, 01/28/15; WIS 441/Racine Street Interchange/Intersection Update.](#)
 - l. [DDMO Alix, 01/28/15; Solid Waste Collection Costs.](#)
 - m. [PHD McKenney, 01/28/15; City of Menasha Senior Center Renovation Update.](#)
- G. CONSENT AGENDA
(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)
Minutes to approve:
 1. [Common Council, 01/19/15.](#)Administration Committee, 01/19/15 – Recommends the Approval of:
 2. [Agreement with CORRE, Inc. for Engineering Services for Province Terrace Trail.](#)Parks & Recreation Board, 01/12/15 – Recommends the Approval of:
 3. [Changes to programs and services fees for 2015 as presented.](#)
- H. ITEMS REMOVED FROM CONSENT AGENDA
- I. ACTION ITEMS
1. [Accounts payable and payroll for the term of 01/20/15 to 01/29/15 in the amount of \\$1,050,946.56.](#)
 2. [Beverage Operators License Applications for the 2013-2015 licensing period.](#)
 3. [Amendment No. 1 to WisDOT Third Street Bridge Replacement Project Engineering Services Agreement.](#)

4. [Authorize Subordination of Mortgage under Section 13.05 of the Development Agreement by and between The City of Menasha, Wisconsin and Ponds of Menasha, LLC dated as of September 7, 2011.](#)
5. [Authorization for The City of Menasha to challenge The Village of Harrison December 30, 2014 Annexation.](#)

J. ORDINANCES AND RESOLUTIONS

1. [R-3-15 Preliminary Resolution; Declaring Intent to Exercise Special Assessment Powers under Section 66.0703 Wisconsin Statutes \(Southfield West, Nature's Way, Province Terrace, Barker Farms Estates #6, River Lea Court\).](#) (Introduced by Alderman Sevenich)
2. [R-5-15 Resolution Relating to Reduction of Election Inspectors.](#) (Introduced by Mayor Merkes)
3. [R-6-15 Resolution Creating an Ad-Hoc Column Salvage and Reuse Committee.](#) (Introduced by Mayor Merkes)
4. [R-7-15 Resolution Approving Naming Bergstrom Automotive as Sponsor of the Senior Center Community Room.](#) (Introduced by Alderman Zelinski)

K. APPOINTMENTS

1. [Appointment of Brenda Marks, 37 Tayco Street, Apt. 306, Menasha, to the Committee on Aging, for the term of 02/01/15 – 02/01/18.](#)

L. HELD OVER BUSINESS

1. [Village of Harrison December 30, 2014 Annexation.](#)

M. CLAIMS AGAINST THE CITY

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

O. ADJOURNMENT

MEETING NOTICE

**Monday, February 16, 2015 – 6:00 p.m.
Committee Meetings to Follow**

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
January 19, 2015
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 6:55 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Sevenich, Langdon, Keehan, Zelinski, Englebert, Benner, Nichols, Taylor

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

C. MINUTES TO APPROVE

1. [Administration Committee, 12/1/14](#)

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

Motion carried on voice vote.

D. COMMUNICATIONS

1. [2015 Projected Premiums](#)

No discussion or action.

E. DISCUSSION/ACTION ITEMS

1. [Agreement for Engineering Services for Province Terrace Trail.](#)

CDD Keil explained that an RFQ for engineering services was solicited and the consulting firm Corre, Inc. had been selected by staff to do the design work for the Province Terrace Trail. Prior to the contract being presented to the Common Council for approval, WisDOT notified the city that its TE Grant for the trail had been terminated due to statutory changes to the program. Staff is now requesting that the Administration Committee recommend approval of the engineering design contract with Corre, Inc. to proceed with the trail development as a locally funded project.

General discussion ensued on the design and construction of the trail, TIF #9 being a source of funding, staff providing oversight of project. Staff is to provide information to the Common Council regarding the cost differential between the TE Grant funded project and a locally funded project.

Moved by Ald. Benner seconded by Ald. Englebert to recommend to Common Council Agreement with Corre, Inc. for Engineering Services for Province Terrace Trail.

Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Keehan seconded by Ald. Langdon to adjourn at 7:20 p.m.

Motion carried on voice vote.

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

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
January 19, 2015
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Sevenich at 7:23 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Sevenich, Langdon, Keehan, Zelinski, Englebert, Benner, Nichols, Taylor

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

C. MINUTES TO APPROVE

1. [January 5, 2015](#)

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

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Preliminary Resolution R-3-15 Declaring Intent to Exercise Special Assessment Powers under Section 66.0703 Wisconsin Statutes \(Southfield West, Nature's Way, Province Terrace, Barker Farms Estates #6, River Lea Court\)](#)

DPW Radtke explained this is the City's notice of their intent to levy special assessments to property owners for street improvements for the streets listed in accordance to plans and specifications outlined in the resolution.

Moved by Ald. Taylor, seconded by Ald. Englebert to recommend to Common Council Preliminary Resolution R-3-15 Declaring Intent to Exercise Special Assessment Powers under Section 66.0703 Wisconsin Statutes (Southfield West, Nature's Way, Province Terrace, Barker Farms Estates #6, River Lea Court)

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 7:26 p.m.

Motion carried on voice vote.

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

CITY OF MENASHA
Landmarks Commission
Council Chambers, 3rd Floor, City Hall – 140 Main Street
January 13, 2015
DRAFT MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Grade at 4:30 PM.

B. ROLL CALL/EXCUSED ABSENCES

LANDMARKS MEMBERS PRESENT: Ald. James Taylor and Commissioners Alison Mayer, Paul Brunette, and Tom Grade.

LANDMARKS MEMBERS EXCUSED:

LANDMARKS MEMBERS ABSENT:

OTHERS PRESENT: CDD Keil, Dean Wydeven and Nick Jevne

C. MINUTES TO APPROVE

1. **Minutes of the November 12, 2014 Landmarks Commission Meeting**

Motion by Comm. Burnette, seconded by Ald. Taylor to approve the November 12, 2014 Landmarks Commission meeting minutes. The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA OR ANY ITEM RELATED TO THE RESPONSIBILITIES OF THE LANDMARKS COMMISSION

No one spoke.

E. COMMUNICATIONS

1. **Columns Newsletter – Nov 2014 – Jan 2015**

F. ACTION ITEMS

1. None.

G. DISCUSSION ITEMS

1. **Future Landmarks Commission Activities/Projects**

- Placement and configuration of columns
- Disposition of columns and other architectural artifacts (CDD Keil is to review the Landmarks Commission Ordinance and provide commentary relative to the scope of activities that are within the purview of the Landmarks Commission)
- Photo contest
- Bridge Tower Museum (place some of the stone lion heads inside)
- 212 Main Street preservation
- Recognition plaque - (to be placed on the February meeting agenda)

2. **Façade Improvement Program Grant/Loan Balance**

Balance remains at approximately \$5,000.

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

Dean Wydeven commented on opportunities to deal creatively with the wall that is now exposed on the east side of 165 Main Street. Nick Jevne commented on the reclamation of architectural elements from the hotel and bank buildings.

I. ADJOURNMENT

Motion by Comm. Brunette, seconded by Comm. Mayer to adjourn at 5:35 PM. The motion carried.

Respectfully submitted by CDD Keil.

Minutes of Regular Meeting
ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES
Elisha D. Smith Public Library Gegan Room
January 15, 2015

Call to order at 4:00pm by Crawmer.

Present: Crawmer, Eisen, Golz, Nichols, VanderHeyden, Wichowski and Kaminski

Absent: Murray

Also Present: Director Lenz, K. Beson (Head of Children's Services) J. Bongers (Head of Adult Services, C. Brandt (Head of Support Services), K. Dreyer (Administrative Assistant) and library patron Lorin Ganzel

Public Comment/Communication

- VanderHeyden read a letter praising the Jump Start Play Group at the library taught by Sharon Allen and Liz Tubman.
- On December 28, Eisen saw an article in the Post Crescent about the Neenah Library materials budget being \$304,000, reinforcing how much an increase was needed for our 2015 materials budget.
- Ganzel asked why new library staff is introduced to the Board of Trustees. Lenz replied that it is to welcome the new staff members and for the Board to get to know them. He also asked about recording library board meetings.
- Lenz read a letter was received from the State of Wisconsin Health Services thanking Bongers and his staff for their can-do attitude and making challenges manageable during their Health Care Forum.

Consent Business

Motion made by Nichols to approve the Library Board meeting minutes from December 18, 2014, and accept the Building and Grounds meeting minutes of December 15, 2014, and the Personnel and Policies Committee meeting of December 15, 2014, seconded by Wichowski. Correction: Golz's name was misspelled under the Discussion/Action Items under number 7. Motion carried unanimously.

Authorization of Bills

The expense to the Winnefox Automated Library System for \$72,559.00 is the 2015 annual operations fee. Motion made by Golz to authorize payment of the December (2) 2014 list of bills from the 2014 budget and the January 2015 list of bills from the 2015 budget as presented, seconded by Nichols. Motion carried unanimously.

Director's Report/Information Items

1. December Statistics. Adult circulation was up 6.1%, children's was up 7.3%, and digital was up 16% for a total circulation increase of 7.7% for the month of December, as compared to December 2013. Overall circulation was down 4.6% at the end of the year, as compared to 2013. Nichols asked if graphs could be created for the next meeting showing trends in total circulation, pulling out digital and computer/technology. This information could be used to help in the budgeting process. Bongers indicated that the number of wireless connections could be inflated since Winnefox cannot sort out staff and patrons wireless phone connections.
2. 2014 Budget Status. Lenz reported that the end of December budget shows a balance of \$84,268.92. There are still expenses such as payroll, utilities and the amounts encumbered for the carpet, picture frames and the replacement for the Veteran's Memorial that will be deducted from this amount. The budget is not normally closed out until April
3. Endowment Report. We are still receiving donations from the year-end giving letter. Recent donations include \$4,085 given in memory of Helen Chang, a local piano teacher who held her piano recitals at the library. These funds will be used for maintenance of the piano. Eisen suggested that the Fundraising Committee develop a target or goal such as a certain percentage of the budget to enhance services to patrons. Some monies may need to be reallocated into the endowment fund.
4. Staff Reports.
 - The Winter Reading program for children: Let it Snow: READ! will run through February 7.

- The Milwaukee Bucks Library Reading Challenge is for kids in 3rd -10th grades to promote literacy and library usage by youth. Students receive points for each page read and then become eligible to win prizes.
 - The teen and adult Winter Reading Program will begin in February.
 - In the first quarter of 2015, staff will have opportunities for training in computer skills, marketing, etc.
 - The 2015 Fox Cities Reads selection will be announced on January 28 at the History Museum at the Castle.
 - The IRS will no longer be providing tax forms to libraries except for Forms 1040, 1040A and 1040EZ due to budget cuts. Copies of forms and instructions booklets will be available for use at the library. Patrons can make copies of these forms for 10¢/side or they can download them off the IRS website. The State of Wisconsin still provides tax forms.
 - Carpet squares have been ordered for the Company E Room and will be installed the first week of February. The project will cost about \$12,000 including extra replacement squares.
 - The roofers were here to fix the leaking roof until it can be replaced. The walls have also been repaired as a result of the leak.
5. Library Legislative Day. Library Legislative Day is Tuesday, February 17. Library directors and trustees are invited to Madison each year to meet with legislators.
6. Strategic Plan Update.
- The name for the new readers advisory service is “You’ve Got Books” which will be rolled out with the Winter Reading Program.
 - The year-end total circulation was down 4.6% from 2013.
 - Children’s staff are sending 350 to 400 books per week out to the schools
 - The Staff Development committee met and decided that supervisors would determine their staff members’ core competencies, have them attend 19 hours each year continuing education opportunity (webinar, workshop, in-service, job shadowing, conferences community involvement—prorated for part-time), and then determine if those core skills have been mastered by the end of the year. Bongers will write up the points of the formal plan and present it to staff and trustees.
 - Reference staff will offer computer classes again to the public in February
 - The collection of high interest/low reading level books grew by about 50 books since December.
 - John Nebel has shown interest in discussing a marketing plan and Lenz met with him.
 - Local history programs planned for this winter/spring include one on sturgeon, the digitization project/grant that converted local individuals’ stories into streaming digital, and possibly one on the tribes that occupied this area during the 1700’s.
 - About 95 items from the collection were digitized during the project mentioned above, so we have met about half of the goal to digitize 200 items.
 - Liz Tubman has been selected to participate in a grant from Growing Wisconsin Readers New Media. The grant covers her training and accommodations in Green Lake; our expense will be the purchase of one or more iPads to offer the use of picture book apps in the Children’s Room.
- Nichols suggested that the staff review with strategic plan on an annual basis and bring it back to the August board meeting to review in conjunction with the budgeting process.
7. Fundraising Committee Report. Library Night at Luigi’s was a great event; the library made \$300. Officer Spiegel and Athos were popular with the kids. Luigi’s offered to host this again.
8. Library Year Handout. Lenz passed out a 2015 calendar of library events for the board to review.

Discussion/Action Items

9. Policies and Personnel Committee
- a. Chapter V: Rules of Conduct suggested amendments:
 - 1) B.7. (The use of alcohol, tobacco, and nicotine products inside the library or on library grounds is not allowed.) is modified to include e-cigarettes and moved to A.9. Change *not allowed* to *prohibited*.
 - 2) The Menasha Police have asked us to change our policy to allow them to handle anyone intoxicated with drugs or alcohol, exhibiting threatening or combative behavior, possession of weapons or for any illegal behavior. Change *handle* to *manage*.
 - 3) A.5. add ‘animals are allowed as part of a library program’.

- 4) C.3. delete 'any person inappropriately using the Children's Room will be asked to leave that area.' (It is repetitive.) Change more quiet to quieter.
- 5) A.4. change *not allowed* to *not permitted*.
- 6) A.10 change *are not allowed* to *is prohibited*.
- 7) B.3. change *not allowed* to *prohibited*.

Motion made by Eisen to approve the Rules of Conduct with the suggested changes, seconded by Nichols. Motion carries unanimously.

b. Chapter VI: Organizational Structure suggested amendments:

- 1) The committee is not recommending changes to the teen representative language.
- 2) B.4.a. states that no person shall hold the office of president for more than three consecutive one-year terms. There is no state statute on term limits; it is up to the library board. The committee is recommending changing 'three' to 'five'.

Motion made by Nichols to approve the Organizational Structure with the suggested amendment, seconded by VanderHeyden. Motion carried unanimously.

c. Chapter VII: Personnel Policy suggested amendments:

- 1) The city has a new Healthy Workplace policy; the city's policy has been added in section M.
- 2) In section H.6. – 'In November of the Board of Trustees Policies and Personnel Committee chair will prepare a written evaluation of the director's performance . . .' It is recommended changing it to June so that it can be included in the budgeting process. [This recommendation was referred back to the committee at the trustees' December meeting. That committee has not yet met again.]
- 3) In section D.7.c. – The city attorney and human resource manager suggested the changes regarding FMLA, specifically not requiring staff to apply for it.
- 4) In section D.8.a. – The committee has included parent-in-law in the 3 days of funeral leave and took out domestic partner since spouses can now be the same or different sexes. They also included 'To be eligible for funeral leave, the employee must attend the funeral or memorial service of the decedent.' and 'If additional time off is required, sick leave or unpaid leave may be used with approval of the director.'
- 5) In section E.6. – Changes made to this section reflect the decision made by the trustees during this past year that the library pays the monthly premium for regular full-time library employees for basic group life insurance.
- 6) In section E.10 – The city now offers Roth accounts. They may also defer payment as a Roth contribution.
- 7) In section F.1.c. – 'The library budget shall include an amount, to be determined annually by the Board of Trustees, which shall be used to defray tuition and fees expenses for employees'. The committee pointed this out and may suggest a budget adjustment for it. It was suggested at the December meeting of the trustee that this section states that the budget may include this amount.
- 8) In Section B.1. – The part-time Clerk and Aide positions were combined into a Library Assistant position.
- 9) It was also suggested to change all the *shall's* to *may's*. After reading it through, only one such change is recommended: B. 8. Full-time employees *may* advance . . .
- 10) It was also suggested that the committee consider more references to domestic partners and relevant changes.

No action regarding the Personnel Policy was taken at this time since the committee also needs to review the policies regarding vacation and sick leave.

10. Trustee Essentials Chapter 23: Eisen summarized Chapter 23 – Dealing with Challenges to Materials and Policies. It discussed the need to have a written policy to deal with challenges and your responsibility as a trustee in a challenge. Eisen will review Chapter 24 next month.

Adjournment

Motion to adjourn the meeting at 5:32pm was made by Golz and seconded by Wichowski. Motion carried unanimously.

Respectfully submitted,
Kathy Dreyer, recording secretary

Draft

Neenah-Menasha Fire Rescue
Joint Fire Commission Meeting Minutes
January 28, 2015 – 12:00 p.m.
2nd Floor Conference Room – City of Neenah

Present: Commissioners Kubiak, Liebhauser, Keating, McCann and John.

Excused: Commissioner Lewis.

Also Present: Chief Auxier, Director Barber, HR Coordinator Cahak and Office Manager Theisen.

Commissioner Liebhauser called the meeting to order at 12:00 p.m.

Meeting Minutes: The Commission reviewed the meeting minutes of December 17, 2014. **MSC Kubiak/Keating to approve the December 17, 2014 meeting minutes, all voting aye.**

Activity Reports: The Commission reviewed the activity and automatic aid reports from December 2014 and 2014 year-to-date. This is informational only and no action is required.

Budget Report: The Commission reviewed the 2014 budget report. This is informational only and no action is required.

12:10 p.m. MSC Keating/McCann to convene into closed session pursuant to Section 19.85(1)(c), Wis. Stats. for the purpose of interviewing applicants for the open firefighter positions, all voting aye.

MSC Keating/John to reconvene into open session at 3:00 p.m., all voting.

Eligibility List: **MSC Kubiak/McCann to place all five candidates on to Neenah-Menasha Fire Rescue's hiring eligibility list, all voting aye.**

MSC Keating/Kubiak to adjourn at 3:05 p.m., all voting aye.

Respectfully Submitted,

Tara Theisen
Office Manager

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday December 16, 2014

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

Present: Commissioners Mike Sams, Raymond Zielinski, Tim Hamblin, Steve Coburn, Dale Youngquist; Manager Randall Much, Accountant Roger Voigt.

Excused: Commissioners Jim Gunz, Kathy Bauer.

Also Present: Tom Kispert, Chad Olsen (McMAHON); Rob Franck (MCO).

Public Forum. No one in attendance for public forum.

November 25, 2014 Regular Meeting minutes: Motion by Commissioner Zielinski, second by Commissioner Coburn to approve the minutes from the November 25, 2014 Regular Meeting. Motion carried unanimously.

Correspondence

The following correspondence was discussed:

December 1, 2014 letter from Robin Schmidt, DNR Environmental Loans Section to Dale Youngquist, NMSC.

RE: Agrees to retain only 1% of the Financial Assistance Agreement amount.

December 4, 2014 letter from Mayor Dean Kaufert, City of Neenah to Jim Gunz.

RE: Reappointment to the NMSC.

December 1, 2014 email from Amy Vaclavik, McMahon to Roger Voigt, NMSC.

RE: CWF pay request reduced \$10,107.04 due to ineligible costs from change orders.

Old Business

Accountant Voigt indicated printed copies of the recent ruling from Judge Griesbach regarding the United States of America and the State of Wisconsin verses NCR Corporation and the "Decision and Order Indicating Approval of Consent Decree" are available for reading.

New Business

Operations, Engineering, Planning

HSI Blower Status Update. Rob Franck reported all the blowers are mechanically good; this past weekend we had 2 VFD faults on unit #6. One additional component will be changed out to see if this corrects the VFD faults. We are currently running 1 – 2 blowers; in summer we will need to have 3 – 4 blowers. We don't know how the system will act with more blowers running. President Youngquist indicated he is looking for a commitment from Atlas Copco to replace the six blowers; not just based on being operational in January, but also based on how they perform through the summer months. After discussion, motion by President Youngquist second by

Commissioner Zielinski to have a written commitment agreement from Atlas Copco and HSI to provide six new generation blowers at no cost if we are not 100% satisfied by January 27, 2014 and again by September 1, 2014. Motion carried unanimously. Commissioners further discussed the need for a closed session at the January 27, 2015 meeting. It was decided to wait until the first week of January to determine the blower status and the potential for the need of a closed session.

Phosphorus Removal – Manager Much discussed the phosphorus analyzers being reviewed for potential installation. After giving further thought in the two analyzers, the lower priced unit works best with low, steady flows. The higher priced unit from HACH can be paced on the flow allowing the unit to adjust when we are in high flow situations. An additional thought is to place a unit before the primary clarifier and another unit before the final clarifier. Testing was performed a couple years ago at these locations and we were able to meet phosphorus limits. By using the HACH units in these location there is the potential to meet the limits at a cost of \$120,000 - \$150,000 verses several million dollars to build a treatment process. Chad Olsen reported the next step is to invite HACH here to inspect the situation and obtain a quote. Chad will contact HACH and make the arrangements.

Commissioner Gunz entered the meeting (8:25).

President Youngquist questioned if there is any method for removing phosphorus that does not use chemicals; no, all methods require the use of chemicals. Commissioner Hamblin questioned if this will have an affect with trading; we are still looking at that option and we are waiting for the study report.

Construction Progress Update. Tom Kispert reviewed his memo to the Commission. We need sludge for testing the centrifuge; Chad Olsen indicated the sludge will be available closer to March. Tom further reported on the potential for upgrading the polymer system; O&M manual nearing completion; SCADA screen shots being completed.

Tom Kispert discussed Certificate for Payment #3 and Final with Alfa Laval, Inc. for the spiral heat exchangers in the amount of \$74,500.00. After discussion, motion by Commissioner Gunz second by Commissioner Coburn to approve for payment Certificate for Payment #3 and final with Alfa Laval, Inc. in the amount of \$74,500.00. Motion carried unanimously.

Tom Kispert reported on the electronic communication of flow data from remote sites; panels are being installed; modems are on backorder; it may be the end of January before the installation is complete.

Tom Kispert reported on the status of the iReportPlus Reporting Software to replace the current OPS32 software; the software is ordered, reports will be developed based on staff needs.

Manager Much asked Tom on the status of the A/C unit removed from the Old Blower Building. Tom reported he looked at the unit; it is a ceiling mounted unit, the other units installed were wall mount units and they are not interchangeable. August Winter & Sons cost for this unit was \$3,000; the old blower building was overdesigned with the installation of 2 units. After discussion, motion by Commissioner Gunz second by Commissioner Zielinski to obtain a refund from McMahan for the cost of the second air conditioning unit. Motion carried unanimously.

Motion by Commissioner Gunz second by Commissioner Coburn to approve for payment McMahon invoices #41038 and #41039 in the amounts of \$1,100.00 and \$9,200.00. Motion carried unanimously.

Motion by Commissioner Gunz second by Commissioner Sambs to approve the sewer extension request for Rolling Heights Subdivision located in the Town of Neenah S.D. #2. Motion carried, Commissioner Hamblin abstained.

Manager Much discussed the Operating Report for the month of November 2014. The Menasha billing numbers are now closer to reality; Sonoco has sent a request in to the corporate office for approval to replace the metering station, with hope to have a response by December 31. The mercury levels look like they have come up slightly. The Town of Neenah S.D. #2 is looking to do some refurbishing at lift station #3; the Commission may need to make changes to the sampling set-up requiring modification at this lift station. S.D. #2 is in the process of obtaining quotes now for repairs and epoxy coating of the building. President Youngquist questioned the cost; Chad estimates the costs for modifying the sampling set-up to be \$60,000 - \$70,000. Manager Much discussed modifying the NMSC metering stations; we will need a proposal for design based on the Kaempfer plans for modifications to the metering stations and at the treatment plant. After discussion, motion by Commissioner Gunz second by Commissioner Zielinski to have the City of Menasha submit a letter signing off to the Commission that the modifications proposed are the modifications the City wants. Motion carried unanimously.

Budget, Finance, Personnel

Accountant Voigt discussed the financial statements and the cash & investment report for the month of November 2014. The Operations are reporting a net income; there has been no change in the interest rates on our investments. MCO generated \$4,300 in revenues to the Commission during the month of November. After discussion, motion by Commissioner Zielinski, second by Commissioner Coburn to accept the Accountant's Report for the month of November 2014. Motion carried unanimously.

Motion by Commissioner Gunz, second by Commissioner Sambs to approve for payment MCO invoices #18858 and #18890 in the amounts of \$123,501.42 and \$467.60 with payment to be made after January 1, 2015. Motion carried unanimously.

Motion by Commissioner Gunz, second by Commissioner Zielinski to approve Operating and Payroll Vouchers #134734 through #134776 in the amount of \$252,544.08 and Construction Vouchers #246 and #247 in the amount of \$173,961.05 for the month of November 2014. Motion carried unanimously.

Motion made by Commissioner Zielinski, seconded by Commissioner Hamblin to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:16 a.m.

President

Secretary

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
January 20, 2015
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 3:34 PM by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes and Commissioners Sturm, Schmidt, DeCoster and Cruickshank.

PLAN COMMISSION MEMBERS EXCUSED: Ald. Kevin Benner and DPW Radtke

PLAN COMMISSION MEMBERS ABSENT:

OTHERS PRESENT: CDD Keil and Steve Grenell.

C. MINUTES TO APPROVE

1. **Minutes of the December 16, 2014 Plan Commission Meeting**
Motion by Comm. Schmidt, seconded by Comm. Cruickshank to approve the December 16, 2014 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. **2015 Comprehensive Plan Amendment and Potential Zoning District Changes**
CDD Keil described several areas where staff was contemplating changes and requested input from commissioners on those and any other areas where changes may be desired. Following discussion, consensus emerged that staff should pursue changes to zoning classifications in the 600 block of Racine Street and the 900 block of Plank Road.
2. **Lighting Standards for Residential Properties**
CDD Keil reported on scenarios where there were neighbor conflicts related to yard lighting. These conflicts involved ambient night time lighting levels as well as instances where spot lighting was being directed toward neighboring properties.

Commissioners discussed :

- The prevalence of lighting related neighbor complaints
- Possible standards for residential lighting
- Enforcement considerations

Staff was directed to bring back additional information including what other communities may be doing to address the issue.

F. ACTION ITEMS

1. **Remove from Table - Proposed Amendment to Title 13 of the Menasha Code of Ordinances Pertaining to Electronic Message Center Signage**
Commissioners discussed:
 - The spacing from residential properties within which a requirement for a Special Use Permit for an EMC would be triggered
 - Whether the standards for all commercial districts, other than the C-2 downtown district, should be uniform

- The appropriate size and placement of an EMC within a monument sign

The consensus among the commissioners was that staff should bring back an ordinance amendment that would establish 300 feet as the trigger for a Special Use Permit, to make the standards uniform for all commercial districts other than the C-2, and that the EMC placement should be limited to the lower one half of the monument sign.

H. ADJOURNMENT

Motion by Comm. Sturm, seconded by Comm. DeCoster, to adjourn at 4:50 PM. The motion carried.

Minutes respectfully submitted by CDD Keil.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

December 18, 2014

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, and Joanne Roush present on roll call. Also present were Melanie Krause, General Manager and Paula Maurer, Customer Services Manager.

Commissioner Zelinski and Business Operations Accountant Hubertus were excused.

Item II. The motion by Comm. Merkes, seconded by Comm. Allwardt, was unanimously approved on roll call to convene into Closed Session pursuant to Section 19.85 (1) (e), of the Wisconsin Statutes for the purpose of 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 (f) of the Wisconsin Statutes for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in 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. RE: Delinquent Accounts.

There being no further business, the motion by Comm. Merkes, seconded by Comm. Roush, was unanimously approved to adjourn from Closed Session and to reconvene into Open Session of the Water and Light Commission meeting at 9:00 a.m.

Steve Grenell, Engineering Manager, William Menting, Electric Manager; Tim Gosz, Water Utility Manager; John Teale, Technical Services Engineer and Don Voogt of McMahon joined the meeting at 9:00 a.m.

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

With the presence of Don Voogt, McMahon, New Business Items A & B were advanced for discussion.

New Business, Change Order #2, Low Lift Pump Modifications, J.F. Ahern – The change order increases contract M0002-930724 \$2,596.00. Change order # 2, is requested for labor and materials to add a longer landing for access to the existing roof access ladder.

The motion by Comm. Roush, seconded by Comm. Kordus was unanimous on roll call to approve Change order #2 to J.F. Ahern for the Low Lift Pump Modifications for a total increase of \$2,596.00. The Commission also recommended the Board of Public Works approve change order #2 and forward it to the Common Council.

Change Order #3, Low Lift Pump Modifications, J.F. Ahern – The change order increases contract M0002-930724 \$3,894.00. Change order # 3 is requested in order to add a 1 ½” drain on the 16” aeration feed line and revise riser location to miss existing trough.

The motion by Comm. Roush, seconded by Comm. Merkes was unanimous on roll call to approve Change order #3 to J.F. Ahern for the Low Lift Pump Modifications for a total increase of \$3,894.00. The Commission also recommended the Board of Public Works approve change order #3 and forward it to the Common Council.

Don Voogt departed at 9:08 a.m.

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

- A. Minutes of the Regular Meeting of November 19, 2014
- B. Minutes of the Closed Session of 8/27/14, 9/24/14, 10/22/14
- C. Approve and warrant payments summarized by checks dated November 27 & December 4-18, 2014, which includes Net Payroll Voucher Checks, Void O & M Checks 07148-07151, and Operation and Maintenance Voucher Checks for a total of \$690,896.39, 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 Menasha Utilities Newsletter dated December 2014.
 - Copy of 2015 American Public Power Association Legislative Rally.
 - Copy of letter dated November 21, 2014 from St. Joseph Food Program RE: Thank you for food pantry donation.
 - Copy of Memorandum dated November 18, 2014 from WPPI Energy RE: Advisory Group Participation.

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

Item VI. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented. There is a budget variance within the chemical purchase orders due to timing of when the chemicals are purchased verses when they are used.

Motion made by Comm. Allwardt, seconded by Comm. Roush was unanimous on roll call to approve the purchase orders as presented.

Item VII. Unfinished Business, Change Order #1, Low Lift Pump Modifications, J.F. Ahern – Staff has been working with the City of Menasha regarding the permit fees assessed within Change Order #1; J.F. Ahern has been kept updated on the progress.

Northstar Conference – Customer Service Manager Maurer reported back to the Commission on the Northstar Conference she attended November 17-21. Focus was on upcoming changes and options available.

Lead & Copper Testing – Water Utility Manager Gosz updated the Commission on the progress of the proposed ordinance along with plans for potential loan programs available from the Utility. The Commission requested a draft of the ordinance prior to recommending the ordinance to the City.

Item VIII. New Business, 2013 Wisconsin Act 274 – Staff is requesting to petition the PSC to amend electric and water rate tariffs to reflect the PSC’s preapproved changes to the requirements of a deferred payment agreement to residential tenants. The conditions were outlined in the memo supplied to the Commission.

The motion by Comm. Merkes, seconded by Comm. Kordus was unanimous to approve petitioning the PSC with the preapproved changes for electric and water.

Out of State Travel – Customer Services Manager Paula Maurer requested authorization to attend the APPA Customer Service Management Certificate Program in Anaheim, California February 2-6, 2015.

The Commission requested that future travel request include an approximation of the costs associated with the travel request.

The motion by Comm. Roush, seconded by Comm. Merkes, was unanimously approved to authorize Paula Maurer’s travel request.

Out of State Travel – Water Utility Manager Tim Gosz requested authorization to attend the National AWWA Conference in Anaheim, California June 7-10, 2015.

The motion by Comm. Roush, seconded by Comm. Kordus, was unanimously approved to authorize Tim Gosz’s travel request.

2015 Commission Meeting Calendar – Commissioners discussed the proposed meeting schedule for next year.

The motion by Comm. Roush, seconded by Comm. Allwardt, was unanimous to approve the 2015 Commission Meeting Calendar as presented.

Changes to Employee Handbook for 2015 – Updates to the employee handbook included language clarifications, minor changes, and adding ADA language.

The motion by Comm. Kordus, seconded by Comm. Roush, was unanimous to approve the Employee Handbook as presented.

Base Pay and Merit Based Pay System 2015 – Staff is recommending a 1.5% increase in base pay and 1.5% in total for merit pay based on the number of exceeding expectations earned instead of the average score.

A motion was made by Comm. Roush, seconded by Comm. Allwardt to accept 1.5% increase in base pay and 1.5% in total for merit pay based on the number of exceeding expectations earned.

General discussion ensued regarding challenges and benefits of the current merit system.

A motion was made by Comm. Merkes to amend the previous motion to affirm the distribution system of the merit pay and bring that back at the January Commission meeting. Comm. Kordus seconded the motion for discussion.

Motion to amend carried on roll call 4-0.

The motion, as amended, carried on roll call 3-1. Commissioners Allwardt, Roush and Kordus voted yes. Commissioner Merkes voted no.

Item IV. Strategic Reports, Monthly Strategic Initiative Update – The November report was discussed.

November Financial and Project Status Reports – There were no questions on the November Financial and Project Status Reports.

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

Project Reports, Water Plant Projects – Current projects are proceeding as expected.

Water Plant Security System – Concern over public bidding, given the amount if installation of the security system if done out-of-house, was expressed. Commissioners requested that the security system be brought back to the January meeting along with bidding process rules.

Metering Practice & Plan – Staff has been replacing test switches and updating wiring to meters. During inspections, two customers have been identified that will require ice covers over their meter.

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

Item XI. The motion by Comm. Roush, seconded by Comm. Allwardt, was unanimously approved on roll call to adjourn at 10:42 a.m.

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.

MEMO

TO: Peggy Steno, Administrative Services Director

FROM:  Pamela Captain, City Attorney/HR Director

SUBJECT: Alchemy-Fox Cities LLC
d/b/a The Source Public House

DATE: December 29, 2014

I have received a request from Alchemy-Fox Cities for a grant of \$8,000 as a result of their Reserve Liquor License. I have reviewed the request and find that all is in order.

Please process a check for \$8,000 to Alchemy-Fox Cities LLC, d/b/a The Source Public House, 890 Lake Park Road, Menasha.

Cc: Common Council

MEETING MINUTES
WAVERLY SANITARY DISTRICT
January 22, 2015
District Office - N8722 County Rd. LP

1) **MEETING WAS CALLED TO ORDER** at 9:00am by President Bartlein.

2) **PRESENT:**

President Bartlein	(DRB)	Systems Operator Van Zeeland	(TGV)
Commissioner Kasten	(DLK)	Systems Operator Dornfeld	(DWD)
Commissioner Bartlein	(JJB)	Office Manager Girdley	(CMG)
Consultant Sambs	(MLS)	Admin Assistant Weir	(PMW)
		M&E Engineer Mike Siewert	(MSS)

3) **APPROVAL/ACCEPTANCE OF 10/30, 11/04 AND 12/11/14 MEETING MINUTES:**

MOTION (DLK¹/JJB²) to approve minutes. Motion carried 3-0.

4) **PRELIMINARY DECEMBER 2014 FINANCIAL/BUDGET COMPARISON REPORTS:** Held over until next meeting.

Invoices were approved for payment and checks were signed prior to the meeting.

5) **COMMUNITIES/CUSTOMERS/SERVICE CONCERNS**

- Manhole Damage by City of Menasha: CMG reported manhole has been repaired by COM with WSD providing manhole riser.
- Acct #0340 (Bodway Property) Water/Sewer Service: Water will be turned on when requested by property owner.
- Future Lift Station: Waiting on Harrison's written authorization to proceed.
- Lakeview Stormwater Pond: Spring completion expected.

6) **MONTHLY WATER SAMPLE TESTS' RESULTS:** TGV reported five samples taken on 12/10/14 were determined safe by Clean Water Testing. Report on file.

7) **OLD BUSINESS**

- 2013 Wisconsin Act 25-Municipal Customer Privacy Bill and Senate Bill 517 Act 274-Tax Roll Certification of Unpaid Utility Bills: CMG stated she emailed PSC and waiting to hear back.
- City of Menasha Appeal Case No. 13-CV-189: At a meeting between COM, TOH and VOH on Jan 14 City of Menasha filed a motion with Court of Appeals requesting 60 day adjournment.

8) **DISTRICT'S REPAIR/MAIN EXTENSION/MODIFICATION PROJECTS** - None

9) **GENERAL CONSTRUCTION STATUS (INDIVIDUAL DEVELOPER FUNDED PROJECTS)**

- Harrison Apartments: CMG reported only one outstanding invoice remains. Final walk-thru and punch list will be completed in the future.
- Harrisville Place: MOTION (JJB¹/DLK²) to conditionally approve/accept the project. Motion carried 3-0. Conditional approval requires hydrant flags, televising sewer mains with written report and video and reimbursement of engineering costs.
- Oak Park Place: Nothing new to report.

- Ponds of Menasha – Phases 2 & 3: Sewer and Water for phase 2 under construction.
- Old Highway Rd (Tim Wittmann): Property has scheduled closing in February with no immediate plans to connect.

10) **NEW BUSINESS**

- Next meeting is Thursday February 19, 2015 (9:00am) at District Office

11) **OFFICE REPORT:** CMG shared email from resident complementing staff's professional manner during inspection and meter change. She reported there were 80 residential connection permits and five commercial connection permits end of December compared to 81 residential connection permits at end of December 2013. 2015 Mileage rate increased to .575 per mile. Report on file.

12) **FIELD REPORT:** TGV reported meter change out program is progressing well with about 80 completed of the 210 property owners contacted by mail earlier this month.

13) **OTHER BUSINESS TO LEGALLY COME BEFORE THE COMMISSION**

- Year 2015/2016 Contractors Pre-Qualification: Contractor Pre-qualifications will be mailed out end of January.

14) **CLOSED SESSION – The Waverly Sanitary District Commission will convene into closed session pursuant to WI Stats 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is not likely to become involved. *Complaint filed against Waverly Sanitary District by the City of Menasha (Case No. 13-cv-189).***

MOTION (JJB¹/DLK²) to go into closed session. Roll call vote: DLK-aye, JJB-aye, DRB-aye. Motion carried. Staff was updated regarding complaint against WSD.

15) **ADJOURNMENT:** MOTION (JJB¹/DLK²) to adjourn. Motion carried 3-0. Meeting was adjourned in closed session at 9:50am.

Submitted by Penny M. Weir
Administrative Assistant



Memorandum

DATE: January 28, 2015

TO: Menasha Common Council

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

RE: WIS 441/Racine Street Interchange/Intersection Update

The Wisconsin Department of Transportation (WisDOT) held a public involvement meeting for the WIS 441/Racine Street Interchange/Intersection Project at the Menasha Town Hall on Tuesday, January 27th. Enclosed is the handout from that meeting highlighting the proposed features of the interchange and intersection design.

Previous concerns of the City and residents were considered prior to the release of this proposed final design. WisDOT was able to address the concerns of the residents while not sacrificing safety or operational aspects of the facility. The proposed roundabout intersection allows full access to Twelfth Street with a clear line of sight for motorists, maintains full access to businesses on the east side of Racine Street, improves the horizontal alignment along Racine Street, and creates space for possible aesthetic enhancements on the east side of the roundabout.

Construction on a portion of the interchange is scheduled to begin in April 2015 resulting in some ramp closures starting this year. Construction of the roundabout intersection is scheduled to begin in 2016. Traffic impacts through the intersection during the construction phase are not yet known.

Included in the handout is a comment form which may be completed and returned to WisDOT for its consideration. WisDOT indicated the proposed intersection design will be presented in greater detail at some upcoming meetings for which City staff and local officials will be notified. All in all, I think the City will be served very well by this current proposed design for the intersection.

Enclosure



Division of Transportation
 System Development
 WIS 441 Tri-County Project
 Brown County Office
 1940 West Mason Street
 Green Bay, WI 54303



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

Telephone: (920)492-2222
 Facsimile (FAX): (920)492-5807
 E-mail: ner.dtsd@dot.wi.gov

WELCOME to the WIS 441 TRI-COUNTY PROJECT Racine Rd (County P) and 12th Street intersection PUBLIC INVOLVEMENT MEETING

Town of Menasha, 2000 Municipal Drive, Menasha
 January 27, 2015 from 5 to 6:30 p.m.



MEETING PURPOSE

The Wisconsin Department of Transportation (WisDOT) is hosting a public involvement meeting for the WIS 441 Tri-County Project. This meeting is a follow up to the April 25 and June 3, 2014 meetings. The purpose of the meeting is to present the refined design alternative for the County P ramp intersection and provide information on a number of topics including:

- Feedback and concerns that led to design refinements during design phase
- Design highlights and improvements
- Impacts to County P, 12th Street, and residential/business driveway access

WisDOT will continue to hold public involvement meetings throughout the duration of the project to keep you informed about design plans and the construction schedule at key project milestones. See back page for more information on this spring's corridor-wide public involvement meeting scheduled for March 2, 2015.

MEETING FORMAT

Today's meeting will run from 5 to 6:30 p.m. A presentation will begin at 5:15 p.m. Please view the current design plans and feel free to speak to project staff.

PROJECT SCHEDULE

Racine Rd (County P) and 12th Street intersection

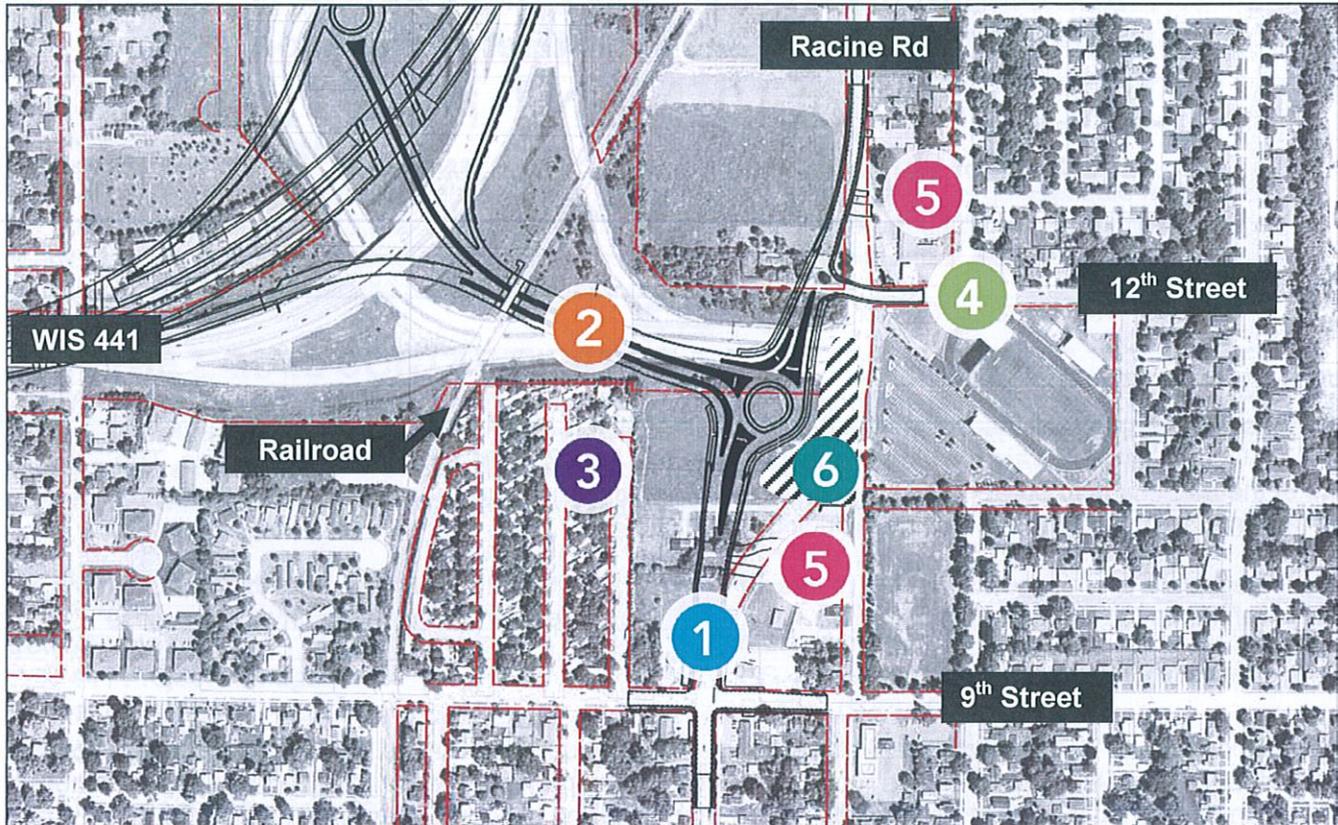
Construction is scheduled to begin at the Racine Rd (County P) and 12th Street intersection in the spring of 2016. The construction will require some CLOSURES at the intersection. WisDOT will follow up with residents, businesses and officials to communicate traffic impacts prior to construction.

Corridor-wide project schedule

Function	2012	2013	2014	2015	2016	2017	2018	2019
Design	■	■	■	■				
Real Estate			■	■	■	■		
Utilities			■	■	■	■		
Construction				■	■	■	■	■

INTERSECTION IMPROVEMENTS

Racine Rd (County P) and 12th Street intersection



WisDOT refined the design at the Racine Rd (County P) and 12th Street intersection following the two PIMs in 2014 and individual meetings with businesses, residents and officials. Highlights of the refined design include:

- 1** Improved alignment that minimizes curves and enhances vehicle sight distance along County P
- 2** Increased weave distance for eastbound and westbound traffic between the roundabout and the WIS 441 ramps
- 3** Revised alignment will have no mobile home park property impacts and minimal noise impacts
- 4** Allows full access to 12th Street and a clear line of sight for approaching traffic
- 5** Maintains full access to businesses on east side of Racine Road
- 6** Creates space for aesthetic enhancement

2015 COUNTY P (Racine Road) INTERCHANGE CONSTRUCTION



WisDOT will begin the reconstruction of the County P (Racine Road) interchange in April 2015. While construction at the Racine Rd (County P) and 12th Street intersection won't begin until 2016, there will be traffic impacts at the County P interchange in 2015. A summary of 2015 work and impacts follows:

Project timeframe: April 2015 - summer 2018

The following closures at the Racine Road interchange will begin in 2015 while the interchange is reconstructed:

- Westbound US 10/southbound WIS 441 entrance ramp from Racine Road will CLOSE long-term between summer 2015 - spring 2018
- Westbound US 10/southbound WIS 441 exit ramp to Racine Road will CLOSE between summer 2015 - fall 2016
- Eastbound US 10/northbound WIS 441 entrance ramp from Racine Road will CLOSE between fall 2015 - fall 2016

Drivers can access US 10/WIS 441 using Midway Road. WisDOT will install temporary traffic signals (spring 2015 - summer 2018) at the Racine Road/Midway Road intersection and at the Midway Road/US 10/WIS 441 ramps to manage traffic during the Racine Road and WIS 47 ramp closures.

Please also expect intermittent lane restrictions along the US 10/WIS 441 mainline beginning summer 2015. There will be additional CLOSURES in 2016 at the interchange as well as the Racine Rd (County P) and 12th Street intersection. WisDOT will follow up with residents, businesses and officials to communicate traffic impacts prior to construction.

PUBLIC INVOLVEMENT MEETINGS

WisDOT will continue to hold public involvement and business meetings at project milestones throughout the design and construction phases of the WIS 441 Tri-County Project. WisDOT will host a WIS 441 corridor-wide public involvement meeting at 5 p.m. on March 2, 2015 at the Butte des Morts Elementary School located at 501 Tayco Street, Menasha, WI. You should receive an invitation in February.

PROJECT WEBSITE

The WIS 441 Tri-County Project website, www.US41wisconsin.gov/wis441, is an available resource for the public and businesses to learn more about the project including interchange improvements and special project features. Meeting exhibits, handouts, presentations and other resources will also be available on the project website following public involvement meetings.

JOIN THE E-MAIL CONTACT LIST

WisDOT will continue to hold public involvement meetings throughout the project's duration to keep the public and businesses informed. If you would like to receive project updates and notices of future meetings via e-mail, please provide your e-mail address on the sign-in sheet for today's meeting or submit your e-mail address to Melissa Kok at Melissa.Kok@dot.wi.gov.

CONTACT US

Scott Ebel, P.E.
WIS 441 Project Manager
Phone: (920) 492-2240
Scott.Ebel@dot.wi.gov

Mr. Ebel can be reached by mail at:
Brown County Project Office
1940 W. Mason Street Green Bay, WI 54303

Mark Kantola
US 41/WIS 441 Communications Manager
Phone: (920) 492-4153
Mark.Kantola@dot.wi.gov

Mr. Kantola can be reached by mail at:
944 Vanderperren Way
Green Bay, WI 54304

**FOR GENERAL
PROJECT INFORMATION**



Find us online at:
www.US41wisconsin.gov/wis441

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Attn: Mark Kantola

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MEMORANDUM

Date: January 28, 2015

To: City of Menasha Common Council

From: Adam Alix, Deputy Director of Municipal Operations

Re: Solid Waste Collection Costs

Attached is a cost summary for City of Menasha curbside collection of residential recyclables, refuse and yard wastes for 2013 and 2014, and anticipated costs for 2015. In addition to showing the amounts collected, you will see the number of residential households or carts serviced.

The first page shows the costs of these services, along with any revenue generated through those expenses, to come up with a net cost to provide the service. The second page is a summary of costs for the sake of comparing them to what the Town of Menasha's residents are being charged for these same services.

Three points to note: First, we have added 16% of the costs incurred under the commercial / overflow refuse as we believe this amount attributes to the collection of residential waste. Secondly, we have included the costs for collecting bulky items as it was difficult to determine a conservative estimate, thus they were left in. For comparison sake, the contractor providing the refuse collection for the Town of Menasha charges \$45.54 to pick up these same type of items. Lastly, the Town of Menasha's yard wastes are collected and hauled away for disposal or composting. In order to effectively compare our costs with the Town of Menasha, we calculated what our costs would be if we were to haul our yard wastes, including what is collected at our drop off site, to the County Landfill for processing. As you can see in bold, our costs have been and are still considerably lower than what the residents of the Town of Menasha have been paying.

Curbside Solid Waste Collections Cost Summary

	2013	2014	2015 Proposed
Curbside Recycle Collection			
Less: Cart Revenue	\$ 111,733.16	\$ 102,034.75	\$ 101,216.50
Net Cost of Collection	\$ 31,915.00	\$ 32,000.00	\$ 32,000.00
Tonnages	\$ 79,818.16	\$ 70,034.75	\$ 69,216.50
	1172.35	1173.92	1350
Residential Refuse			
Less: Revenue(Dumpster Rentals/Tags/Collection fees)	\$ 559,086.52	\$ 571,471.40	\$ 570,777.92
Net Cost of Collection	\$ 63,800.00	\$ 65,800.00	\$ 65,800.00
Residential Tonnage	\$ 495,286.52	\$ 505,671.40	\$ 504,977.92
	4433.45	4597.19	4526.99
Curbside Yardwaste Collection			
Monthly Brush Collection	\$ 70,178.10	\$ 69,364.32	\$ 80,000.00
Spring Clean Up	\$ 9,679.81	\$ 9,205.87	\$ 9,875.00
Fall Leaf Collection	\$ 108,748.29	\$ 105,861.54	\$ 110,000.00
Curbside Yardwaste Collection Costs	\$ 188,606.20	\$ 184,431.73	\$ 199,875.00
Tonnages	1900	1900	1900
Total Curbside Solid Waste Collection Costs	\$ 763,710.87	\$ 760,137.88	\$ 774,069.42
Total Residential Tonnage	7505.80	7671.11	7777.00
# of Carts Serviced	6361	6509	6560
Cost per Cart/Household per Year	\$ 120.06	\$ 116.78	\$ 118.00

Solidwaste/Yardwaste Collection Costs

	2013	2014	2015 Proposed
Curbside Recycle Collection	\$ 79,818.16	\$ 70,034.75	\$ 69,216.50
Residential Solid Wastes - a	\$ 495,286.52	\$ 505,671.40	\$ 504,977.92
Curbside Collection of Yardwastes	\$ 188,606.20	\$ 184,431.73	\$ 199,875.00
Total Cost of Curbside Collections	\$ 763,710.87	\$ 760,137.88	\$ 774,069.42
Plus: Cost to Landfill Yardwastes-b	\$ 52,879.88	\$ 52,879.88	\$ 52,879.88
Total Comparative Costs	\$ 816,590.75	\$ 813,017.75	\$ 826,949.30
Number of Households	6361	6509	6560
Annual Cost per Household	\$ 128.37	\$ 124.91	\$ 126.06
Town of Menasha Cost per Household	\$ 144.84	\$ 155.00	\$ -

a- Estimate 16% of commercial overflow refuse cost to be attributed to residential collection and this amount has been included

b- Assumption made that the Town of Menasha contractor is landfilling yardwastes collected and this figure is an estimation of our cost to haul our yardwastes to the landfill instead of composting it to be able to better compare our costs with the Town's.

January 23, 2015

To: Council Members

From: Public Works Facility

Re: Recycling Updates

In mid-December, Jennifer Semrau, Recycling Specialist, Winnebago County taped a segment of *Your City at Work* for Oshkosh Community Media Services on new recyclable material now accepted and the overall recycling program. This is a very informative summary of the recycling process, acceptable and non-acceptable materials, this year's Recycling Facility expansion and more. A link to the programs is on the Winnebago County Solid Waste website <http://www.WinnebagoCountySolidWaste.com> or view at <http://www.youtube.com/watch?v=f2fDKbHivqc>.

Visit the link to Winnebago County Solid Waste website which addresses the recycling program <http://www.co.winnebago.wi.us/solid-waste/recycling>. A links to the Tri-fold flyer can be found there too or directly via this link http://www.co.winnebago.wi.us/sites/default/files/uploaded-files/all_materials_recycle_guide_2015_web_2.pdf. This handout was supplied to the City of Menasha by Winnebago County and we added it to our Yearly Handout which was delivered to all City of Menasha residents in December. This yearly information packet is also provided to new city residents throughout the year.

Although plastic bags are not allowed in the recycling stream via curbside collection or at our Public Works Facility Recycling Center many retail outlets collect plastic bags of all sorts. Plastic bags and various wraps can be recycled with store bags at retail store kiosks (most often just inside the doorways). Check this link <http://www.plasticfilmrecycling.org> for more information on plastic bag recycling! Within this link you can add your zip code and see the extensive list of retailers who participate in plastic bag and film collection and recycling.

Throughout the year our department continues to educate our current and new residents with the most up-to-date material available. We strive to keep our residents informed with recycling options, mailings, hand-outs, website updates, posters and signage at our facility. New in 2015 we used the city library display case in January, and will use it again in April and December. This display has been a great educational tool that gives viewers a vivid picture of recyclable items. We have heard positive feed-back from the library who heard from visitors about the educational material we supplied along with the display.

We have also send copies of the 2015 Recycling Guide and Update, 2015 Recycling Info, 2015 Recycling Tri-fold (modified), and Plastic Bag and Film Packaging information pages.

2015 RECYCLING UPDATE

With the expansion of the Tri-County Recycling Facility, the recyclable material accepted has expanded to include additional items. Take note of the additional changes to materials and packaging.

-  **PLASTIC BAGS OF ANY COLOR OR TYPE ARE NOT ALLOWED IN THE RECYCLING STREAM.** Recycle plastic bags at participating retail locations.
-  **PLACE SHREDDED PAPER IN A PAPER BAG AND STAPLE SHUT.**
-  **FLATTEN AND CUT BOXES TO 3'X3' OR SMALLER.**
-  **NEW RECYCABLE ITEMS INCLUDE: BAKERY, DAIRY, DELI, AND PRODUCE CONTAINERS & LIDS! MILK, JUICE & SOUP CARTONS!**
-  **CO-MINGLE PAPER PRODUCTS, GLASS, ALUMINUM, TIN, PLASTIC HOUSEHOLD CONTAINERS. Keep it Clean:** empty and rinse all bottles and containers to remove food and liquid. Remove and discard plastic screw caps. No need to remove labels.
-  **ADDITIONAL CONTAINERS THAT DO NOT EXCEED A 50# WEIGHT LIMIT AND HAVE EXTERNAL HANDLES CAN BE USED FOR OVERFLOW RECYCLABLES. A RECYCLING LABEL TO IDENTIFY THE CONTAINER IS AVAILABLE FROM OUR OFFICE.**
-  **USE THE RECYCLING CENTER FOR ADDITIONAL RECYCLING AND LARGE CARDBOARD (which does not need to be broken down). RECYCLING CENTER HOURS DAILY 6:00am - 8:00pm.**

The following items are not recyclable and should be thrown away with your other garbage in the blue refuse cart:

- Plastic Bags
- Plastic Food Wrap
- Aluminum Pans or Foil
- Packing Peanuts
- Bubble Wrap
- Flower Pots and Trays
- Buckets & Pails
- Window Glass
- Plastic Toys
- Styrofoam
- Drinking Glasses
- Vinyl Siding
- Empty Paint Cans
- Ceramics and China
- Tissue Paper
- Paper Contaminated with Food or Grease
- Window Glass
- Plastic Screw Caps
- Gift Wrap



Recycling Made Easy

RECYCLABLE ITEMS MUST BE RECYCLED!

RECYCLABLES CAN NOT BE DISPOSED OF WITH REFUSE.

ALL of these recyclable items can be mixed with Single Stream collection.
Place them loose (do not tie or bundle paper) into the BROWN RECYCLING CART.

RECYCLE THE FOLLOWING CONTAINERS:

Plastic bags of any type or color are not allowed with Single Stream Recycling. Paper grocery bags are acceptable. The only exception is a clear or transparent bag can be used to hold shredded paper only.

- Aluminum Cans
- Glass food and beverage containers (any color) with caps removed
- Tin Cans (labels & lids on)
- Plastic narrow-necked bottles marked #1 and #2 (with caps removed) - except #2 oil, brake, and transmission fluid containers. #2 large opening coffee containers are recyclable
- Aerosol Cans (cap & nozzle removed)

RECYCLE THE FOLLOWING PAPER PRODUCTS:

- Newspaper (all sections)
- Corrugated Cardboard (boxes flattened)
- Magazines & Catalogs
- Junk Mail & Envelopes
- Office & Writing Paper
- Paper Grocery Bags
- Chipboard/Fiberboard (beverage containers, cereal and cracker boxes, etc.)
- Phone Books
- Paperback Books
- Hardcover Books (w/ covers and binding removed)
- Shredded paper (a clear or transparent plastic bag is allowed to hold only shredded paper)

DO NOT RECYCLE THESE CONTAINERS AND PLASTICS

Don't use valuable recycling cart space on items that are not currently collected in Menasha.
(these items should be reused or disposed of as refuse)

- Plastics marked #3 through #7
- Chemical Containers
- Plastic Bags (any color or type)
- Kids toys, baskets, buckets
- Aluminum foil and aluminum cooking trays
- Tops from glass jars and caps from plastic bottles
- Wide-mouth #2 plastic (e.g. butter, ice cream, cottage cheese containers)
- Window glass, ceramics, drinking glasses, mirrors, and light bulbs
- Styrofoam, bubble wrap, packaging bags, etc.

Only narrow-necked containers #1 & #2 are accepted. Plastic containers with openings that are larger than their bottoms (e.g. margarine tubs) should be reused or disposed of in your household refuse. Note: Plastic #2 coffee containers with a neck & base of the same width and a screw-top lid are now recyclable in this area.

DO NOT RECYCLE THE FOLLOWING PAPER PRODUCTS

(these items should be disposed of as refuse)

- Bathroom/diaper paper
- Gift wrap, tissue paper
- Paper with food on it (pizza boxes)
- Paper plates, napkins
- Waxed paper or Waxed boxes
- Frozen food boxes
- Dairy cartons

DISPOSAL OF NEEDLES

Used needles are a hazard! They must NOT be placed in your refuse or recyclables. Contact your local pharmacy or clinic about available disposal options.

KEEP THIS INFORMATION SHEET HANDY FOR FUTURE REFERENCE



MEMORANDUM

TO: City of Menasha Common Council

From: Nancy McKenney, RDH, MS, Public Health Director

Date: January 28, 2015

RE: City of Menasha Senior Center Renovation Update

The purpose of this Memorandum is to communicate progress on the City of Menasha Senior Center Renovation project since January 5, 2015. In summary:

- Changes include:
 - Increase the ceiling up to 10' in height in the lobby/waiting area (no impact on grant, no additional charge)
 - Cabinetry*
 - Cabinet doors for the fellowship hall in the Senior Center
 - Counter tops and cupboards for the Health & Wellness Room
- It is anticipated that the project will be completed in mid-February 2015.
 - Finishing floors and moving will occur February 23-27.
- Celebratory Events:
 - **Grand Opening:** Monday, March 2 Ribbon-Cutting at 9:00 AM
 - **Donor Night:** Wednesday, March 18th from 5-7 PM
 - **Senior Luncheon:** Thursday, March 19th Lunch at 12:15 PM
- Senior Center fundraising is continuing with significant progress.

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, January 19, 2015
MINUTES

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

Moment of Silence was observed in honor of Dr. Martin Luther King, Jr. Day

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Sevenich, Langdon, Keehan, Zelinski, Englebert, Benner, Nichols, Taylor
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil,
ASD Steeno, PRD Tungate, PHD McKenney, LD Lenz, Clerk Galeazzi

D. PUBLIC HEARING

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

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

Steve Krueger, 943 Clovis Avenue, Menasha. Concerns about residents storing personal items on City property.

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 Health, 12/10/14.](#)
- b. [Board of Public Works, 01/05/15.](#)
- c. [Committee on Aging, 12/11/14.](#)
- d. [Parks & Recreation Board, 01/12/15.](#)
- e. [Personnel Committee, 01/05/15.](#)

Communications:

- f. [PRD Tungate, 01/08/15; New Neighborhood Park Public Information Meeting held on 01/26/15 at Heckrodt Wetland Reserve Nature Center.](#)
- g. [Christopher D. Culotta, Wisconsin Dept. of Health Services, to Joseph Bongers, 01/07/15; Thank you letter.](#)
- h. [PRD Tungate, 01/15/15; Recommended Changes to Parks and Recreation Programs and Services for 2015.](#)
- i. [Menasha Joint School District: Open House at the High School on 01/26/15.](#)
- j. [Press Release: Moody's Upgrades Menasha Bond Rating, 01/15/15.](#)

Moved by Ald. Benner seconded by Ald. Keehan to receive Minutes and Communications A-J.

General discussion on Comm. F-New Neighborhood Park Public Information Meeting;

Comm. J-Moody's Upgrades Menasha Bond Rating

Motion carried on voice vote.

G. CONSENT AGENDA

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

Minutes to approve:

1. [Common Council, 01/05/15.](#)

Board of Public Works, 01/05/15 – Recommends the Approval of:

2. [Change Order – J.F. Ahern Co.; Water Treatment Facility Low Lift Pump Modifications; Project M0002-930724; ADD: \\$2,596.00; Change Order No. 2 \(Menasha Utilities\).](#)

3. [Change Order – J.F. Ahern Co.; Water Treatment Facility Low Lift Pump Modifications; Project M0002-930724; ADD: \\$3,894.00; Change Order No. 3 \(Menasha Utilities\).](#)
4. [Change Order – MCC, Inc.; Contract Unit No. 2014-02; Street Reconstruction – London Street, Lakecrest Drive, Sunset Drive, Emily Street, Ninth Street, DePere Street, Parkview Place; DEDUCT: \\$7,718.38 \(Change Order No. 1 and Final\).](#)
5. [Payment - MCC, Inc.; Contract Unit No. 2014-02; Street Reconstruction – London Street, Lakecrest Drive, Sunset Drive, Emily Street, Ninth Street, DePere Street, Parkview Place; \\$14,690.41 \(Payment No. 4 and Final\).](#)

Personnel Committee, 01/05/15 – Recommends the Approval of:

6. [Tentative Agreement – Menasha Professional Police Association \(formerly Police Local 603\).](#)
7. [A 1% pay increase for police administration for 2015.](#)

Ald. Sevenich requested to remove from Consent Agenda items 6&7.

Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda items 1-5.

Motion carried on roll call 8-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

Moved by Ald. Sevenich seconded by Ald. Englebert to approve Consent Agenda item 6, Tentative Agreement-Menasha Professional Police Association (formerly Police Local 603)

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

Moved by Ald. Sevenich seconded by Ald. Englebert to approve Consent Agenda item 7, A 1% pay increase for police administration for 2015.

Discussion on pay increase and health insurance benefits.

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

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 1/8/15 to 1/15/15 in the amount of \\$8,011,968.48.](#)

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

Motion carried on roll call 8-0.

2. [Beverage Operators License Applications for the 2013-2015 licensing period.](#)

Moved by Ald. Nichols seconded by Ald. Langdon to approve beverage operator's license applications for the 2013-2015 licensing period as listed on memo date 1/14/15.

Motion carried on roll call 8-0.

3. ["Class A" Liquor License Application, FKG Oil Company, d/b/a MotoMart, 700 Third Street, Menasha, Teresa Kosiec, agent, for the 2014-2015 licensing year.](#)

Moved by Ald. Nichols seconded by Ald. Langdon to approve "Class A" Liquor License Application for FKG Oil Company d/b/a MotoMart, 700 Third Street, Menasha, Teresa Kosiec, agent for the 2014-2015 licensing year.

General discussion ensued on the landscaping and site plan requirements for the premises.

Motion carried on roll call 8-0.

4. [Village of Harrison December 30, 2014 Annexation.](#)

CA/HRD Captain explained the Village of Harrison annexed a parcel in the City's growth area as of 12/30/14. She is asking for authorization to pursue challenging the annexation. The Council previously authorized her to challenge two annexations by Village of Harrison. She would combine the three annexations into one legal action.

Ald. Sevenich made a Parliamentary inquiry if the item is on the agenda appropriately.

CA/HRD Captain answered the item is properly noticed on the agenda.

Moved by Ald. Nichols seconded by Ald. Benner to authorize City Attorney to challenge Village of Harrison 12/30/14 Annexation Ordinance V14-15 including any legal challenges necessary.

CDD Keil explained the potential for tax base if the property would be annexed into the City and developed.

General discussion ensued on were the property is located; legal timeline and cost to challenge annexation.

Moved by Ald. Sevenich seconded by Ald. Taylor to hold this item.

Item is held.

J. ORDINANCES AND RESOLUTIONS

1. [R-1-15; Resolution Authorizing the Redemption of General Obligation Refunding Bonds Dated December 15, 2001, General Obligation Refunding Bonds Dated December 1, 2003, General Obligation Refunding Bonds Dated January 1, 2004, and Taxable General Obligation Refunding Bonds Dated June 15, 2005. \(Introduced by Mayor Merkes\).](#)

Moved by Ald. Benner seconded by Ald. Keehan to adopt R-1-15. Resolution Authorizing the Redemption of General Obligation Refunding Bonds Dated December 15, 2001, General Obligation Refunding Bonds Dated December 1, 2003, General Obligation Refunding Bonds Dated January 1, 2004, and Taxable General Obligation Refunding Bonds Dated June 15, 2005.

ASD Steeno explained this Resolution is in conjunction with Council's approve of State Trust Fund Loans to refinance the notes to save on interest charges.

Motion carried on roll call 8-0.

2. [R-2-15; Resolution Regarding the Name of The Redevelopment Authority of the City of Menasha \(Introduced by Alderman Englebert\).](#)

Moved by Ald. Englebert seconded by Ald. Sevenich to adopt R-2-15, Resolution Regarding the Name of The Redevelopment Authority of the City of Menasha.

Motion carried on roll call 8-0.

3. [R-4-15; Resolution Accepting Gift of Architectural Elements from 175 and 177 Main Street Structures. \(Introduced by Mayor Merkes\).](#)

Moved by Ald. Langdon seconded by Ald. Taylor to adopt R-4-15, Resolution Accepting Gift of Architectural Elements from 175 and 177 Main Street Structures.

Moved by Ald. Langdon seconded by Ald. Sevenich to amend to change paragraph #5 to NOW THEREFORE BE IT RESOLVED, The Common Council hereby accepts the architectural elements donated by the owners of 175 and 177 Main Street and allows the relocation and storage of said elements for City purposes. The reuse of said elements shall be upon project approval by appropriate committee.

Motion on amendment carried on roll call 8-0.

General discussion ensued on which items were being donated.

Motion to adopt R-4-15 as amended carried on roll call 8-0.

K. APPOINTMENTS

1. [Mayor's appointment of Dean Wydeven, 969 7th Street, Menasha, to the Landmarks Commission, for the term of 3/1/2015 – 3/1/2018.](#)

Moved by Ald. Benner seconded by Ald. Keehan to approve appointment of Dean Wydeven to Landmarks Commission

Motion carried on voice vote.

L. HELD OVER BUSINESS

M. CLAIMS AGAINST THE CITY

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

O. ADJOURNMENT

Moved by Ald. Zelinski seconded by Ald. Englebert to adjourn at 6:50 p.m.

Motion carried on voice vote.

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

January 13, 2015

Mr. Greg M. Keil
City of Menasha
Community Development
140 Main Street
Menasha, WI 54952-3151

RE: Proposal for Menasha Province Trail Services

CORRE, INC. (CORRE) is pleased to submit this proposal for assisting the City with the Province Trail Cost Benefit Analysis as noted below:

PROJECT UNDERSTANDING/SCOPE OF SERVICES:

CORRE, INC agrees to provide the following services for the City of Menasha Province Trail as outlined in the original RFP dated, with the following exceptions:

- All documents and permits shall be prepared for a locally-let project, and shall not incorporate WisDOT Non-traditional Grant standards
- Construction oversight is not included within the scope of this proposal
- Grant Administration is not included within the scope of this proposal

Completion of services listed herein is anticipated to be completed by March 1, 2015

Additional detail is provided below:

Survey (Total Hours: 177/Fee: \$13,224.81)

Topographic (118/\$8,734.63)

- The Consultant shall locate all topographic elements within a 100' corridor of the conceptual trail alignment (using the conceptual alignment as centerline). This includes large trees in the wetland area, structures, utilities and other improvements within that area.
- The scope does not include all topographic elements within each of the parcels that are being proposed for partial acquisition. If any add'l detail is needed for this, that would be considered "Extra Services"

Wetland delineation: (13.5/ \$1,041.60)

- The Consultant shall locate all wetland flag limits for the survey and also for the wetland analysis/ report.

Property/ Plat survey: (39 /\$2,919.79)

- The Consultant shall locate section corners necessary for completing the Traditional Right of Way Plat outside of the project corridor. If any of the needed corners or centers are not set, work associated with these corners would be considered "Extra Services".
- The Consultant shall prepare appropriate plan sheets that will be able to be used for acquisition purposes and stamped by an RLS.

Real Estate Staking: (6.5 /\$528.79)

- The Consultant shall stake the proposed property acquisition for the appraisers and also for the property owners.

Wetland Reports (Total Hours: 44 / Fee: \$3,757.20)

- The Consultant shall delineate the wetland in the project area (all three parcels).
- The Consultant shall prepare a full wetland report for submittal to WisDNR for concurrence and attachment to the WisDNR Alternative Analysis. This has been identified as a timbered, shrub and emergent wetland originally connected to Lake Winnebago and is assumed that WisDNR and the ACOE will require protection based on the wildlife habitat and water quality function.

Permitting (Total Hours: 55 / Cost: \$5,623.93)

- The Consultant shall prepare and submit the following permits:
 - WisDNR/ACOE Chapter 30 (Waterways)
 - WisDNR/ACOE Alternative Analysis (wetland Fill)
 - WisDNR WRAPP Permit (grading more than an acre)
 - Local Road permits
 - Local zoning permits
 - Any WisDOT Hwy (working in R/W) permits

Real Estate Services (Total Hours: 136/Cost: \$14,751.20):

- All real estate procedures shall be completed in accordance with applicable state statutes and local regulations.
- The scope of work includes the appraisal and partial acquisition of three properties: (1) commercial (Kwick Trip), one residential and one utility parcel. IT is anticipated that all properties will be acquired via fee with potential for associated donation elements for the commercial property.
- Appraisals are to be completed by March 15, 2015 based on notice to proceed being issued by January 23rd.
- Scope of work includes condemnation proceedings, if necessary.
- Partial releases of mortgages are not included in the scope for properties with acquisition of less than \$10,000.
- The following direct expenses are included in the fee as actual cost:
 - Title reports (3) 50-year reports at \$250/piece = \$750.00
 - Estimated recording fees for each property (including some condemnation)= \$150.00

Concept Planning/ Public information (Total Hours: 106 / Cost: \$9,855.86):

- Reporting for City staff as required
- (2) Public Information Sessions
 - Creation of public notice for PIMs
 - Documented meeting minutes from PIMs
 - Display materials for PIMs/ Presentation
- Meeting with City staff on-site and for kick-off to further develop the plans (3 meetings assumed)
- Draft plans for City review with conceptual estimates.
- Alternative analysis of elements for direct purchase, Local Force Account and other elements that may have significant cost savings to the City.

CORRE, INC.

Construction Documents/Bidding (Total Hours: 199/ Cost: \$17,852.68):

- (1) Meeting is set for construction document review
- The Consultant shall prepare all construction documents for preparation for bidding. This includes the following:
 - Project plans
 - Front End Documents
 - Permitting
 - Wage Rates
 - Special provisions
- Additional elements included include
 - Cost estimates at concept and final design
 - The Advertisement for publication (to be forwarded to the City for publication)
 - Addressing and issuing any addenda
 - Review of all bids and tabulation for recommendation to the City
- The plans will consist generally of a 10' wide asphalt pathway and 12' wide boardwalk where wetlands occur. Connections to adjacent streets and other elements will be addressed. Plans will include the following:
 - Project plan and profile
 - Erosion control plans
 - General Details
 - Structural detailing
 - Structure plans will include utilizing diamond piers and coordination with WisCorps through design.
 - Electrical design is not included in the scope of this design and would be considered "Extra Services" , however detailing allowing for conduit to be attached to the boardwalk will be included and can be added as an "additive alternative" in the construction documents.
 - Structural plans will be signed and sealed with full detailing (vs. design build)
- The plans and specifications will be created with City input to allow for some aspects to be broken out of the contract and installed "by others". This is anticipated to occur for the boardwalk.

CORRE DELIVERABLES

- Digital copies of all survey material
- Digital and paper copy of the wetland report
- Full real estate file for all parcels which will include the following:
 - Initiation of negotiation packages (with applicable standard forms/brochures)
 - Appraisals
 - Signed purchase agreements (as applicable)
 - Conveyance documents
 - W-9 forms
 - Closing statements
 - Partial Releases of mortgages, satisfaction of mortgages, affidavit of judgments/liens as applicable
 - Title work
 - Negotiation diaries
 - Copies of all correspondence with property owners
- Digital and paper copies of concept design, cost estimate and public input documents
- Digital and paper copies of the construction documents (signed and sealed)
- Digital and paper copies of the final cost estimate
- Digital and paper copies of all permits

CORRE, INC.

DIRECT EXPENSES (INCLUDED IN TOTALS IN SCOPE—DETAIL PROVIDED FOR REFERENCE)

- Mileage: \$2,245.50
- Title Reports: \$750.00
- Recording Fees: \$150.00

PROVIDED BY THE CITY OF MENASHA:

- Addresses of all property owners for proposed mailings
- Coordination of publication of notices for the project
- Coordination of locations for any public information meetings
- Designated City representative for approval of real estate documents
- Designated City representative for approval of all permits
- Any fees associated with permits
- Any digital files associated with the project area that could be helpful for survey or planning
- Coordination with the purchasing department for checks needed for property acquisition
- Printing and distribution of all Construction Documents for bidding
- Any documentation pertaining to past contact with property owners of parcels that will be partially acquired.

COMPENSATION:

The work described in the scope of services will be performed on an actual cost, not to exceed fee of \$65,145.68

AUTHORIZATION:

The Scope of Services and Compensation stated in this proposal are valid for a period of two (2) weeks from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by **CORRE**.

Signatures of an authorized representative of the City of Menasha and **CORRE** shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

We appreciate this opportunity to provide these services and look forward to working with you on this project. If you have any questions, please feel free to contact me at 262.573.8350

Respectfully Submitted,



Lynda Fink, PLA
CORRE, INC.

MADISON, EAU CLAIRE,

WAUSAU, OCONOMOWOC

OFFICE: (608) 828-1011

FAX: (608) 828-1012

www.correinc.com

CORRE, INC.

Accepted by: City of Menasha Community
Development

Approved by: CORRE, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: Troy L. Gagner
Title: Executive Vice President

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Date: _____

****Attached GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES dated 1.13.15 are hereby incorporated within
this proposal as well.**

MADISON, EAU CLAIRE,
WAUSAU, OCONOMOWOC

OFFICE: (608) 828-1011
FAX: (608) 828-1012

www.correinc.com

General Contract Terms for Professional Services

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.
2. Unless otherwise specifically included in the proposal, PROFESSIONAL's scope of work shall not include geotechnical or environmental audits for the identification of the hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion schedule defined in the Proposal are based on the information provided by the CITY. Verification of the accuracy and completeness of any information provided by others is beyond the scope of the agreement. Therefore, CONSULTANT cannot be held responsible for any design or construction problems resulting from the use of this information.
3. CONSULTANT strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.
4. CONSULTANT shall not be responsible for the means, methods techniques, sequences or procedures of the construction selected by the Contractor or CITY, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
5. In the event all or any portion of the work prepared or partially prepared by the CONSULTANT all fees, charges and expenses incurred to date of receipt of written notice of suspension or termination. CONSULTANT reserves the right to withhold documents and information until fees for such services are paid in full.
6. CONSULTANT cannot be held responsible for project schedule delays caused by weather, violence, acts of God and public agencies or private businesses over which it has no control. CONSULTANT shall act only as an advisor in all governmental relations. Such delays as caused by said occurrence4s, if not solely the result of CONSULTANT'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.
7. All electronic files transferred to CITY or his DESIGNEE by CONSULTANT are provided solely for the convenience of the CITY and are warranted only to the extent that they conform to the original documents(s) produced by CONSULTANT. All electronic file(s) are transmitted in trust for the sole use of the CITY and his DESIGNEE and acceptance constitutes assumption of the responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CITY. Any alteration to or tampering with the files shall constitute the agreement of the CITY to release defend and hold harmless CONSULTANT from all claims and causes of action by said CITY.
8. Payment of invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1.5% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CITY understands, and agrees to pay for all services rendered regardless of CITY's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CITY shall provide CONSULTANT with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. CONSULTANT reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of unconte3sted invoices by CITY. The CITY further agrees to pay amounts due, including attorney's fees and court costs.
9. To the fullest extent permitted by law, Consultant's total liability to CITY and anyone claiming by, though, or under City for any cost, loss or damages

- caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of the City, Consultant and all other negligent entities and individuals.
10. All claims, disputes and other matter in question between the parties of this Agreement rising out of or relating to this Agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation. The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be file3d in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings. The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
11. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CITY'S benefit, and no other entity shall have any claim against the CONSULTANT because of this hereunder. The CITY agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

CORRE, Inc.
 6510 Grand Teton Plaza, Suite 314
 Madison, WI 53719

CONSULTANT

By:
 Kevin Meyer, PE Project Manager

Date

PROJECT: Menasha Province Trail

The above and foregoing proposal is hereby accepted and CONSULTANT is authorized to proceed with the work.

City of Menasha, WI
 140 Main St
 Menasha, WI 54952-3190

CITY

By: _____

Printed Name: _____

Title: _____

The City of Menasha, WI and CORRE, INC. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of the Agreement and that electronic transmission / facsimile is an authorized form of notice to proceed.



MEMORANDUM

To: Common Council
From: Greg Keil, CDD
Date: October 1, 2014
RE: Termination of Province Terrace Trail TE Grant

In 2013 Wisconsin Act 20 was created that impacted the scheduling, and ultimately the funding of the Province Terrace Trail that was to be extended from Natures Way to STH 114. This policy change, which we were alerted to in late June of 2014, accelerated the "Commencement of Construction" date to October 27, 2014. This timeline could not be met owing to the procedural requirements for environmental review, land acquisition and plan review imposed by WisDOT and Federal Highway Administration (FHWA) regulations. As a consequence, Federal funding has been revoked.

Prior to this announcement, staff had solicited Requests for Qualifications from engineering design consultants for the preparation of plans and specifications, environmental review, and real estate work associated with the project. We selected the firm CORRE and were about to enter into negotiations on fees when this situation became known. I have engaged CORRE to assist with an assessment of the options for proceeding with the trail construction. Their analysis is incorporated in this memorandum.

Moving forward, the City has a number of options in order to continue with the success of the city-wide and regional trail system.

Potential options include:

- 1) Design & build the Province Trail with local funds (no WisDOT involvement)
- 2) Reapply for a WisDOT grant for the Province Trail
- 3) Reapply for a larger Friendship Trail Extension in the next cycle(assuming building the Province Trail locally)

Our recommendation is to proceed with Option #1 now, and then in 2016 when the next cycle of WisDOT grant applications available, proceed with Option #3.

In order to provide the council with information to consider all options fully, we have listed below the pros & cons to each relative to process differences, timelines and cost:

Option #1: Build Province Trail with 100% local funds (Preferred Option)

WisDOT originally awarded the City of Menasha the grant which had \$314,608 in federal matching funds for this 3,000 LF trail which incorporated 1,000 LF of boardwalk as well. Due to the revised TAP regulations, the City's funding was pulled.

The Community Development Department believes that it is in the City's best interest to proceed with the design and construction of this phase of the Province Trail at 100% local funds due to an expedited timeline and cost savings available and/or comparable costs with the project based on its scope if built with 100% local funds.

Cost-Benefit Analysis: (See Exhibit A)

a) **Timeline:** The WisDOT process adds time on all aspects of the project--including design, real estate and construction. By completing with 100% local funds, the project could start construction significantly earlier.

a. By completing the project locally, this could get constructed in 2015 or early 2016.

b. If WisDOT funds were involved, all deliverables on the project are submitted directly to the Management Consultant (MC), reviewed, resubmitted and routed through WisDOT and FHWA as applicable. The following requirements would add to a standard public bid design and construction project timeline:

i. Environmental Document:

- Archeological and historical screening: + 6 weeks
- Wetland Delineation approval: + 6 weeks
- Environmental Report: + 12 weeks

ii. Design Study Report : + 6 weeks

iii. Real Estate: + 6 months (24 weeks)

iv. Plans, Specs, Bid documents: + 6 weeks

v. Advertisement/ Award: +6 weeks

Total typical additional time: 66 weeks = 1 year, 3 months, 2 weeks*

Note, this is assuming design and real estate services remain at 100% local funding. If both of these were to be included within the WisDOT grant, a minimum of an additional 12 months would be added to the schedule.

c. Since we no longer have the grant, we would then need to re-apply for the project in the next cycle. Applications would be submitted in May 2016, with projects not awarded until October/ November of 2016. So, construction then realistically would not begin until 2018.

b) **Cost:** Although the 80% construction funding through WisDOT is a benefit, through the detailed analysis of all project related elements (design, real estate and construction), it appears that if we were to build with 100% local funds, we would come out slightly ahead .

- a. *Design costs will be reduced.* With WisDOT projects, the following protocols/ forms are required that would not be needed if the project were 100% locally funded:
 - i. Environmental document & WisDOT archeological/historical screening
 - ii. Design Study Report with Transportation Management Plan
 - iii. Specific plan detailing per WisDOT standards
 - iv. More extensive design requirements that necessitate more detailed engineering (e.g. 20,000 lb. loading with 14' wide boardwalk)
 - v. Specific project manual inclusions with state and federal additional special provisions
 - vi. The multitude of Sponsor's Guide checklists
 - vii. Request to Advertise package and Request to Award packages
 - viii. MC, WisDOT and FHWA time would not be charged back to the City at 20%
 - ix. Consultant Design services for project similar scope/ construction estimate:
 - For WisDOT Non-traditional project route: 15% construction costs for design:
 - For same project scope, but 100% local: 10% construction cost:
- b. *Real Estate consultant costs will be reduced:*
 - i. Valuation instruments will be simpler
 - ii. Acquisition would follow the federal Uniform Relocation Act, but would not incorporate the many steps and forms associated with WisDOT real estate acquisition
 - iii. Offering price could be modified internally without WisDOT review/approval
 - iv. Dependent on the level of effort the City would like to see for the valuation instrument, consultant effort could be reduced anywhere from 10-30%
- c. *Construction costs would be reduced:*
 - i. The City would be able to utilize force account labor for elements that would potentially be more cost effective (e.g. landscaping)
 - ii. Design requirement for boardwalk would fit the City's need and be a large reduction in cost vs. WisDOT requirement
 - 1. If required to construct the boardwalk 14' wide and to a 20,000 lb. capacity is estimated to be 150% greater for materials alone
 - 2. Railing required by WisDOT standards in addition to bumper railing if greater than 18" drop from deck to ground
 - iii. By the design timetable being shorter, the construction would be able to occur earlier, thus we would avoid more expensive construction costs due to annual inflation.
 - iv. No Disadvantaged Business Enterprises (DBE) requirements
 - v. Oversight of the construction project could be done with in-house staff similar to other public works projects

- vi. If oversight from consultant is still requested, construction inspection is reduced based on not having to follow WisDOT procedures as noted below
 - 1. Contract modifications being routed twice through the MC and WisDOT
 - 2. Wage rate interviews
 - 3. Review and approval of submittals in accordance with WisDOT specifications
 - 4. Average cost for project of this scope:
 - a. WisDOT Non-Traditional: 8-10% of construction cost
 - b. 100% local let: 5-6 % of construction cost
- vii. MC, WisDOT and FHWA time would not be charged back to the City

c) **Other Considerations:**

- a. The trail would be constructed and completed for community use sooner than later.
- b. If the City completed this section with 100% local funds, this would show a strong commitment towards our trail system relative to other potential grant opportunities in the future.

The Community Development Department believes that it is in the City's best interest to proceed with the design and construction of this phase of the Province Trail at 100% local funds due to an expedited timeline and cost savings available with the project based on its scope if built with 100% local funds.

Option #2: Reapply for a WisDOT grant for the Province Trail

Based on all items listed above in the comparison, the timing of the project would be delayed by a minimum of two and a half years. In addition, based on the specific scope of the project and WisDOT associated requirements, it appears that it would not be cost-effective to proceed with this option, or may be only slightly more cost-effective. Also, with the application, there would be no guarantee that the City would receive the grant, and then the project development would be further delayed .

Option #3: Reapply for a larger Friendship Trail Extension in the next cycle (assuming building the Province Trail locally)

Although WisDOT funds associated with the TAP funding do require additional oversight and specific processes as detailed above, there are projects that merit applying for the funds. Typically, with larger projects and based on the scope of the project as well, the cost for the oversight and design restrictions on a relative level are not as intimidating and therefore the cost benefit analysis works in favor of utilizing the funding.

The Community Development Department feels that it would be in the best interest of the City to build the Province Trail section as noted above in Option #1 with 100% local funds and then apply for funding matches of the larger Friendship Trail (conceptually estimating 1.5 mile of trail vs. the smaller Province Trail of .6 miles) from both WisDOT TAP funds and WisDNR Stewardship funds.

As the trail alignment has not been set, we would then utilize the next year to conceptually develop best alternatives and thereby have a good understanding of project impacts for any grant applications (real estate, environmental, distance, etc.). Having an accurate scope and cost estimate are key to the success of projects with grants (and the applications themselves) and we feel this larger project would be well received from both WisDOT and WisDNR.

Based on past feedback received from agencies involved with this type of project, WisDOT would look favorably on this project for funding for the following reasons:

- 1) The City completed the Province Trail section of their own initiative which is a key link in the trail system.
- 2) The trail alignment compliments roadway improvements that WisDOT has recently done and will continue to complete in the area
- 3) There are a number of regional and statewide partners on the trail who we work with in the design and funding of the project (Calumet County, Town of Harrison, WisDNR, the East Central Wisconsin Regional Planning Commission)
- 4) This would be a regional trail connection which would then extend the alternative transportation into Town and Village of Harrison, Village of Sherwood and ultimately City of Appleton.
- 5) The construction of this segment of trail will be a great connection to Menasha neighborhoods (thus eliminating more short vehicle trips) and the Conservancy.
- 6) The trail system is strongly supported by the East Central Wisconsin Regional Planning Commission

In addition, we believe WisDNR would look favorably on the project for the following reasons:

- 1) The regional link to the trail system is tremendous and trail development and maintenance is a strong goal of WisDNR
- 2) The trail as a whole would traverse some wetlands and then connect with the conservancy which highlights WisDNR's goal of getting people to experience nature.
- 3) The trail has significant partnerships associated with its development
- 4) WisDNR has expressed desire in the past to work with the City of Menasha in development of this system.

Related, WisDNR funds (50/50 match) can be utilized as a match to the local match of WisDOT funds (80/20 match), so if both funds were secured, the City's cost would be minimized further.

We feel it is important to establish the larger trail goals as well as the more immediate needs and because of this, have included this option for the Council's review/ approval.

Menasha Province Trail Cost Benefit Analysis

9.11.14

	Total Cost if WisDOT project		TOTAL Cost if 100% local Project	Difference
	Total Project Cost	Local share		
Design (assumes \$570,000 in construction cost)				
Design Fees (100% local funded, 15% WisDOT, 10% local)	\$ -	\$ 85,500.00	\$ 57,000.00	\$ 28,500.00
MC/WisDOT oversight (20% local match)	\$ 25,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
Inflation delay 2 year design costs	\$ -	\$ 5,206.95	\$ -	\$ 5,206.95
subtotal design	\$ 25,000.00	\$ 95,706.95	\$ 57,000.00	\$ 38,706.95
Real Estate (assumes \$70,000 in real estate)				
Consultant fees (100% local funded)	\$ -	\$ 19,000.00	\$ 13,000.00	\$ 6,000.00
Inflation acquisition costs (+ 2 years WisDOT)	\$ -	\$ 74,263.00	\$ 70,000.00	\$ 4,263.00
subtotal real estate		\$ 93,263.00	\$ 83,000.00	\$ 10,263.00
Construction Estimate				
Grading/excavation (\$28/CY, 370 CY)	\$ 10,360.00	\$ 2,072.00	\$ 10,360.00	\$ (8,288.00)
Stone Base (\$20/TON @ 540TON)	\$ 10,800.00	\$ 2,160.00	\$ 10,800.00	\$ (8,640.00)
Asphalt (\$58 TON/ 370 TON)	\$ 21,460.00	\$ 4,292.00	\$ 21,460.00	\$ (17,168.00)
Boardwalk loading /width requirement WisDOT vs. local standards 12' wide, 10,000 lb: \$150 LF 14' wide, 20,000 lbs: \$262.50 LF (assume 150% cost increase)	\$ 262,500.00	\$ 52,500.00	\$ 135,000.00	\$ (82,500.00)
Boardwalk railing (assume 10% needs railing @ \$25/LF)	\$ 3,500.00	\$ 700.00	\$ -	\$ 700.00
Boardwalk installation (Contractor vs. Wiscorps) WisCorps: labor = \$45/LF Contractor: = \$250/LF	\$ 250,000.00	\$ 50,000.00	\$ 45,000.00	\$ 5,000.00
In-house labor vs. contractor on some elements - save mark up (landscaping)	\$ 10,000.00	\$ 2,000.00	\$ 2,500.00	\$ (500.00)
subtotal DIRECT construction costs	\$ 568,620.00	\$ 113,724.00	\$ 225,120.00	\$ (111,396.00)
MC/WisDOT oversight (20% local match)	\$ 7,500.00	\$ 1,500.00		\$ 1,500.00
Inflation (+ 2 years)	\$ -	\$ 35,017.50	\$ -	\$ 35,017.50
Construction oversight (100% local) (8% WisDOT, or 100% City staff if local)	\$ -	\$ 45,600.00	\$ 13,625.00	\$ 31,975.00
subtotal INDIRECT construction costs	\$ 7,500.00	\$ 82,117.50	\$ 13,625.00	\$ 68,492.50
subtotal ALL construction Costs				\$ (42,903.50)
Net Cost Savings - 100% Local Funded Project over WisDOT Funded Project				\$ 6,066.45

Notes:

Boardwalk costs could vary considerably based on materials chosen

Construction estimates are conceptual based on 1,000 of boardwalk and 2,000 ft 10' wide of asphalt

Design and construction oversight fees are based on average percentages

MC/WisDOT Oversight is based on more current percentages than in the project agreement



MEMORANDUM

To: Mayor Merkes and Common Council
From: PRD Tungate BT
Date: January 15, 2015
RE: Recommended changes to Parks and Recreation programs and services for 2015

BACKGROUND

On January 12, 2015, the Park Board took action to recommend the following fee changes for 2015.

ANALYSIS

There are very few overall recommended changes for 2015. The move to lower the non-resident fee for Tiny Tots may seem unusual at first glance. With fee reciprocity, very few people actually need to pay the non-resident fee. Also, the proposed \$20 non-resident fee difference aligns more closely (percentage wise) with other recreation programs. Maximizing registration helps to ensure Tiny Tots will remain available to the many residents who now and in the future will register for this program.

The new bench fee reflects a shift to a less expensive standardized bench. Revisions to our cemetery fees will put us in line with what the city of Neenah charges and are generally just a little below several locally operated church cemeteries.

Following is a summary of the proposed changes to Parks and Recreation fees for 2015.

Parks: No changes for Park fees

Rec: Tiny Tots

Resident fee was \$75.00; proposed \$80.00

Non-Resident fee was \$130.00; proposed \$100.00

Other: Bench Donation current fees are \$2,000.00; proposed \$1,500.00

Cemetery:

Adult Grave current Resident fee is \$575.00; proposed \$600.00

Adult Grave current Non-Resident fee is \$750.00; proposed \$775.00

Infant Grave current Resident fee is \$225.00; proposed \$250.00 *no change to NR rates*

Adult Opening (burial) current Resident fee is \$575.00; proposed \$600.00 *no change to NR rate*

Infant Opening (burial to age 2) current Resident fee is \$325.00; proposed \$350.00

Infant Opening (burial to age 2) current Non-Resident fee is \$375.00; proposed \$400.00

Saturday Opening (add'l charge) current Resident fee is \$200.00; proposed \$250.00 *no change to NR rate*

Winter Burial (Dec 1-April 1 add'l charge) current Non-Resident fee is \$120.00; proposed \$100.00 *no change to Res rate*

Week Day Overtime (after 3:00pm add'l charge) current Resident fee is \$100.00; proposed \$175.00 *no change to NR rate*

RECOMMENDATION

Common Council action to approve the fee changes recommended by the Park Board.

City of Menasha Disbursements

Weekly Accounts Payable	1/20/15-1/29/15	\$ 627,015.13
	Checks # 48809-48976	

Bi-Weekly Payroll	1/22/15	\$ 174,440.86
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Additional Regular Cycle Accounts Payables -Paid Electronically

Delta Dental	1/21/15	\$ 1,836.00
Community First Credit Union-Payroll Deductions	1/22/15	\$ 7,273.00
Advanced Disposal-Broad Street Recycling	1/22/15	\$ 113.00
Stop Payment Fee	1/23/15	\$ 10.00
Nationwide Retirement	1/23/15	\$ 11,155.00
BMO-Flex Spending	1/23/15	\$ 3,573.27
Federal Tax Withholding	1/28/15	\$ 69,538.54
Delta Dental	1/28/15	\$ 4,622.40
CVMIC Payments	1/28/15	\$ 124,190.60
State Tax Withholding	1/29/15	\$ 26,880.97
State Sales Tax	1/29/15	\$ 297.79
		<u>\$ 249,490.57</u>

Total	<u>\$ 1,050,946.56</u>
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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
 Administrative Services Director

1/29/15
 Date

- Notes:
- Medical Expense Reimbursement Trust-Retirement Pay Out
 - Community First Credit Union-Employee Deductions
 - 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: 1/20/2015

<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>
BAKER & TAYLOR INC	48809	1/20/2015	2030066588	100-0601-551.30-14	260.59	Library Materials
		1/20/2015	2030069007	100-0601-551.30-14	858.72	Library Materials
		1/20/2015	2030073256	100-0601-551.30-14	629.57	Library Materials
		1/20/2015	2030077466	100-0601-551.30-14	648.03	Library Materials
		1/20/2015	2030091692	100-0601-551.30-14	1,224.50	Library Materials
		1/20/2015	2030095008	100-0601-551.30-14	275.88	Library Materials
		1/20/2015	2030096659	100-0601-551.30-14	82.51	Library Materials
		1/20/2015	2030104219	100-0601-551.30-14	552.53	Library Materials
		1/20/2015	2030121069	100-0601-551.30-14	616.00	Library Materials
		1/20/2015	2030130790	100-0601-551.30-14	246.23	Library Materials
		1/20/2015	2030136981	100-0601-551.30-14	224.24	Library Materials
		1/20/2015	2030147244	100-0601-551.30-14	110.41	Library Materials
		1/20/2015	2030155090	100-0601-551.30-14	238.70	Library Materials
		1/20/2015	2030211088	100-0601-551.30-14	203.16	Library Materials
		1/20/2015	5013399817	100-0601-551.30-14	114.13	Library Materials
		1/20/2015	M58005480	100-0601-551.30-14	64.77	Library Materials
		1/20/2015	M58395820	100-0601-551.30-14	76.63	Library Materials
		1/20/2015	M59099250	100-0601-551.30-14	442.35	Library Materials
		1/20/2015	M59099270	100-0601-551.30-14	155.47	Library Materials
		1/20/2015	M59927440	100-0601-551.30-14	10.79	Library Materials
	1/20/2015	M59927441	100-0601-551.30-14	49.65	Library Materials	
	1/20/2015	M61081210	100-0601-551.30-14	34.48	Library Materials	
	1/20/2015	M62317620	100-0601-551.30-14	21.57	Library Materials	
			Total for check: 48809		7,140.91	
CAVENDISH SQUARE	48810	1/20/2015	3011016	100-0601-551.30-14	193.91	Library Materials
			Total for check: 48810		193.91	
CDW GOVERNMENT INC	48811	1/20/2015	RN93943	100-0601-551.30-10	89.19	Toner
			Total for check: 48811		89.19	

AP Check Register

Check Date: 1/20/2015

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
FERGUSON ENTERPRISES #448	48812	1/20/2015	2110991	100-0601-551.24-03	43.40	Restroom
			Total for check: 48812		43.40	
GALE	48813	1/20/2015	53852586	100-0601-551.30-14	27.18	Library Materials
		1/20/2015	53858357	100-0601-551.30-14	43.18	Library Materials
		1/20/2015	53875398	100-0601-551.30-14	133.55	Library Materials
		1/20/2015	53880681	100-0601-551.30-14	38.92	Library Materials
		1/20/2015	53884983	100-0601-551.30-14	25.59	Library Materials
		1/20/2015	53885102	100-0601-551.30-14	100.76	Library Materials
		1/20/2015	53892840	100-0601-551.30-14	21.59	Library Materials
		1/20/2015	53892852	100-0601-551.30-14	21.59	Library Materials
		1/20/2015	53919004	100-0601-551.30-14	114.36	Library Materials
		1/20/2015	54019541	100-0601-551.30-14	27.99	Library Materials
		1/20/2015	54019638	100-0601-551.30-14	26.39	Library Materials
			Total for check: 48813		581.10	
GENERAL BOOK COVERS	48814	1/20/2015	14466	100-0601-551.30-18	311.30	Book Covers
			Total for check: 48814		311.30	
GREEN BOYZ	48815	1/20/2015	GREEN BOYZ	100-0601-551.24-03	95.00	Lawn Care
			Total for check: 48815		95.00	
KITZ & PFEIL INC	48816	1/20/2015	122614-0030	100-0601-551.30-13	7.53	Mr Clean Magic Erasers
			Total for check: 48816		7.53	
MADER NEWS AGENCY INC	48817	1/20/2015	41420	100-0601-551.30-14	126.52	Subscriptions
			Total for check: 48817		126.52	
MANDERFIELD BAKERY	48818	1/20/2015	460873	100-0601-551.30-16	7.20	Donut Holes
		1/20/2015	461203	100-0601-551.30-16	49.25	Cookies

AP Check Register
Check Date: 1/20/2015

Date: 1/22/2015

<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>
MANDERFIELD BAKERY...	48818...	1/20/2015	462409	100-0601-551.30-14	16.25	Cookies
			Total for check: 48818			72.70
MENARDS-APPLETON EAST	48819	1/20/2015	62369	100-0601-551.24-03	17.92	Switch
			Total for check: 48819			17.92
MIDWEST TAPE	48820	1/20/2015	0092403495	100-0601-551.30-14	201.87	Library Materials
			0092431878	100-0601-551.30-14	319.89	Library Materials
			0092442965	100-0601-551.30-14	115.91	Library Materials
			0092454907	100-0601-551.30-14	19.99	Library Materials
			0092454909	100-0601-551.30-14	16.99	Library Materials
			0092465838	100-0601-551.30-14	47.98	Library Materials
			0092485042	100-0601-551.30-14	8.99	Library Materials
			0092485044	100-0601-551.30-14	27.98	Library Materials
Total for check: 48820			759.60			
MINITEX	48821	1/20/2015	86818	100-0601-551.30-18	1,240.00	Supplies
			Total for check: 48821			1,240.00
OSHKOSH PUBLIC LIBRARY	48822	1/20/2015	987	100-0601-551.30-18	640.00	Receipt Printer Rolls
			Total for check: 48822			640.00
PM SUPPLY - WRIGHT INDUSTRIAL	48823	1/20/2015	52604	100-0601-551.24-03	214.10	Brush Assembly
			Total for check: 48823			214.10
RECORDED BOOKS LLC	48824	1/20/2015	75054061	100-0601-551.30-14	499.89	Library Materials
			75055831	100-0601-551.30-14	107.19	Library Materials
			75056301	100-0601-551.30-14	26.99	Library Materials
			75056413	100-0601-551.30-14	35.99	Library Materials
			75056793	100-0601-551.30-14	71.99	Library Materials

AP Check Register
Check Date: 1/20/2015

Date: 1/22/2015

<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>
RECORDED BOOKS LLC...	48824...	1/20/2015	75057156	100-0601-551.30-14	31.49	Library Materials
		1/20/2015	75057345	100-0601-551.30-14	35.99	Library Materials
	Total for check: 48824				809.53	
SYNCB/AMAZON	48826	1/20/2015	019813572392	100-0601-551.30-14	(0.01)	Library Materials/Credit
		1/20/2015	019814300921	100-0601-551.30-14	35.97	Library Materials
		1/20/2015	019815189154	100-0601-551.30-14	56.07	Library Materials
		1/20/2015	019819624741	100-0601-551.30-14	(0.09)	Library Materials/Credit
		1/20/2015	148250875748	100-0601-551.30-14	33.87	Library Materials
		1/20/2015	148255651530	100-0601-551.30-14	36.98	Library Materials
		1/20/2015	148257084381	100-0601-551.30-14	44.97	Library Materials
		1/20/2015	148259148147	100-0601-551.30-14	16.79	Library Materials
		1/20/2015	148259325278	100-0601-551.30-14	95.94	Library Materials
		1/20/2015	148259942089	100-0601-551.30-14	(2.08)	Library Materials/Credit
		1/20/2015	172662845663	100-0601-551.30-14	34.25	Library Materials
		1/20/2015	172667006226	100-0601-551.30-14	15.99	Library Materials
		1/20/2015	187484477067	100-0601-551.30-14	(2.99)	Library Materials/Credit
		1/20/2015	205436265560	100-0601-551.30-14	71.86	Library Materials
		1/20/2015	271230904435	100-0601-551.30-14	(2.00)	Library Materials/Credit
		1/20/2015	271232056685	100-0601-551.30-14	13.49	Library Materials
		1/20/2015	271233424307	100-0601-551.30-14	283.09	Library Materials
		1/20/2015	271234037210	100-0601-551.30-14	102.44	Library Materials
		1/20/2015	271235018507	100-0601-551.30-14	41.97	Library Materials
		1/20/2015	271236847027	100-0601-551.30-14	(1.00)	Library Materials/Credit
	1/20/2015	271238087288	100-0601-551.30-14	86.85	Library Materials	
	1/20/2015	271238838316	100-0601-551.30-14	50.97	Library Materials	
Total for check: 48826				1,013.33		
SALLY THIEDE	48827	1/20/2015	THIEDE SALLY	100-0601-551.30-14	17.00	Reimbursement
Total for check: 48827				17.00		

AP Check Register
Check Date: 1/20/2015

Date: 1/22/2015

<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>
ELIZABETH TUBMAN	48828	1/20/2015	TUBMAN ELIZABET	100-0601-551.30-16	23.09	Popcorn-Children's Movie
			Total for check: 48828		23.09	
UNIQUE BOOKS INC	48829	1/20/2015	363393.2	100-0601-551.30-14	15.70	Library Materials
		1/20/2015	363394.2	100-0601-551.30-14	48.21	Library Materials
			Total for check: 48829		63.91	
UNIQUE MANAGEMENT SERVICES INC	48830	1/20/2015	299277	100-0000-441.19-00	214.80	Dec Collect Agency Fees
			Total for check: 48830		214.80	
WINNEFOX AUTOMATED LIBRARY SYSTEM	48831	1/20/2015	2531	100-0601-551.30-16	9.26	Cable/Adapter
				100-0601-551.30-11	119.20	Postage
		1/20/2015	2541	100-0601-551.30-10	719.19	Toner
			Total for check: 48831		847.65	
WINNEFOX COOPERATIVE TECH SERVICES	48832	1/20/2015	201501084	100-0601-551.30-14	252.00	2014 Refinished DVDs
			Total for check: 48832		252.00	
WINNEFOX LIBRARY SYSTEM	48833	1/20/2015	5546	100-0601-551.30-11	154.48	Oct - Dec Postage
			Total for check: 48833		154.48	
CENTER POINT LARGE PRINT	48834	1/20/2015	1254738	100-0601-551.30-14	133.02	Library Materials
			Total for check: 48834		133.02	
THE COMPASS	48835	1/20/2015	COMPASS	100-0601-551.30-14	28.00	Library Materials
			Total for check: 48835		28.00	

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VERONICA FLOWER	48836	1/20/2015	FLOWER VERONICA	100-0601-551.20-05	125.00	Appearance at Library
			Total for check: 48836		125.00	
NEOPOST USA INC	48837	1/20/2015	1-680946093	100-0601-551.30-11	260.04	Meter Rental
			Total for check: 48837		260.04	
PROQUEST LLC	48838	1/20/2015	PROQUEST LLC	100-0601-551.30-14	1,175.00	Library Materials
			Total for check: 48838		1,175.00	
S & L DELIVERY	48839	1/20/2015	S & L DELIVERY	100-0601-551.30-14	675.57	Subscription
			Total for check: 48839		675.57	
SERVICEMASTER BUILDING MAINTENANCE	48840	1/20/2015	14674	100-0601-551.20-01	1,425.00	Janitorial Service
			Total for check: 48840		1,425.00	
US BANK EQUIPMENT FINANCE	48841	1/20/2015	269777991	100-0601-551.24-04	142.03	Copier Contract
			Total for check: 48841		142.03	
WINNEFOX AUTOMATED LIBRARY SYSTEM	48842	1/20/2015	2504	100-0601-551.25-01	72,559.00	2015 Annual Fee Operation
			Total for check: 48842		72,559.00	
WINNEFOX LIBRARY SYSTEM	48843	1/20/2015	5512	100-0601-551.30-14	8,866.42	e-books
			Total for check: 48843		8,866.42	

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JACK ZOLKOWSKI	48844	1/20/2015	ZOLKOWSKI JACK	100-0601-551.20-05	195.00	Program
			Total for check: 48844		<u>195.00</u>	
					<u>100,513.05</u>	

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ACCURATE	48845	1/22/2015	1419153	731-1022-541.30-18	33.27	Supplies
			Total for check: 48845		33.27	
AIRGAS USA LLC	48846	1/22/2015	9924084403	100-0703-553.30-18	18.48	Cylinder Rental
		1/22/2015	9924084405	731-1022-541.21-06	180.69	Cylinder Rental
			Total for check: 48846		199.17	
APPLETON ELECTRONICS SUPPLY LLC	48847	1/22/2015	14273	731-1022-541.38-03	9.00	Relay Part
			Total for check: 48847		9.00	
ARING EQUIPMENT EXCHANGE	48848	1/22/2015	706138	731-1022-541.38-03	47.22	Oil Filter
		1/22/2015	706290	731-1022-541.38-03	35.31	Tail Lamp
			Total for check: 48848		82.53	
ASMUS, ROBERT	48849	1/22/2015	ASMUS/MAILBOX	100-1006-541.30-18	50.00	Mailbox Damage
			Total for check: 48849		50.00	
AT&T	48850	1/22/2015	920R09453001	100-1001-514.22-01	113.90	Alarms
				601-1020-543.22-01	292.50	Alarms
			Total for check: 48850		406.40	
BAHCALL RUBBER CO INC	48851	1/22/2015	682391-001	731-1022-541.38-03	83.49	1/2" Swivel
			Total for check: 48851		83.49	
BAILEIGH	48852	1/22/2015	028020	731-1022-541.30-15	2,958.64	Drill Press/Coolant Syste
			Total for check: 48852		2,958.64	

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BATTERIES PLUS LLC	48853	1/22/2015	508-218500	743-0403-513.30-15	16.95	UPS Batteries
			Total for check: 48853		16.95	
BAY LAKES COUNCIL	48854	1/22/2015	BAY LAKES COUNC	824-0810-521.21-06	401.00	Police Explorer Regist
			Total for check: 48854		401.00	
KELSEY BLOB	48855	1/22/2015	HATTIE MINOR	822-0413-554.30-16	250.00	Spring 2015 Semester Hattie Minor Scholarship
			Total for check: 48855		250.00	
BOBCAT PLUS	48856	1/22/2015	IA07803	731-1022-541.38-03	65.69	Filters
			Total for check: 48856		65.69	
BRUCE MUNICIPAL EQUIPMENT INC	48857	1/22/2015	5150289	731-1022-541.38-03	235.23	Throttle Cable
			Total for check: 48857		235.23	
PAMELA A CAPTAIN	48858	1/22/2015	CAPTAIN PAMELA	100-0201-512.33-01	7.37	November Expenses
				100-0201-512.33-01	94.50	November Expenses
				100-0201-512.33-01	14.74	December Expenses
			Total for check: 48858		116.61	
CLEAR WATER CAR WASH	48859	1/22/2015	416	100-0801-521.29-04	94.95	December Service
			Total for check: 48859		94.95	
CONCRETE INDUSTRIES INC	48860	1/22/2015	4227	492-1010-541.82-02	12,192.00	HWY 10 & LP - Supplies
			Total for check: 48860		12,192.00	

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CTECH MANUFACTURING	48861	1/22/2015	27569	100-0801-521.29-04	4,567.00	Cabinets
			Total for check: 48861		4,567.00	
CULLIGAN WATER CONDITIONING	48862	1/22/2015	CULLIGAN	100-1001-514.20-01	38.30	January Service
			Total for check: 48862		38.30	
CYPRESS HOMES INC	48863	1/22/2015	CYPRESS HOMES	492-0305-562.73-01	75,000.00	2nd Land Purch/Dev Agreem
			Total for check: 48863		75,000.00	
KORTNEY DAHM	48864	1/22/2015	DAHM KORTNEY	100-0903-531.33-01	28.70	December Expenses
			Total for check: 48864		28.70	
UNEMPLOYMENT INSURANCE	48865	1/22/2015	000006568490	100-1019-552.15-09	3,352.00	December Unemployment
				100-0703-553.15-09	2,678.14	December Unemployment
			Total for check: 48865		6,030.14	
DUNBAR FASLA, THOMAS R	48866	1/22/2015	DUNBAR	100-0703-553.21-02	3,500.00	Woodland Park Engineering
			Total for check: 48866		3,500.00	
ELVISH CONSULTING	48867	1/22/2015	ELVISH CONSULTI	100-0702-552.20-03	974.66	Grunski Timing & Scoring
			Total for check: 48867		974.66	
FORCE AMERICA DISTRIBUTING LLC	48868	1/22/2015	02126137	731-1022-541.38-03	(41.74)	Credit
		1/22/2015	02129188	731-1022-541.38-03	245.40	Micron Glass Element
			Total for check: 48868		203.66	

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FOX CITIES MAGAZINE	48869	1/22/2015	00024953	100-0304-562.21-10	1,220.00	2014-2015 City Guide
			Total for check: 48869		1,220.00	
FOX VALLEY HUMANE ASSOCIATION	48870	1/22/2015	3423	100-0806-532.25-01	1,695.08	November Service
			Total for check: 48870		1,695.08	
MARY FRITZ	48871	1/22/2015	FRITZ MARY	100-0903-531.33-01	5.50	December Expenses
			Total for check: 48871		5.50	
GAT SUPPLY INC	48872	1/22/2015	280233-1	100-1003-541.30-15	6,580.22	Walk Saw/Blades/Tank Kit
			Total for check: 48872		6,580.22	
GRAINGER INC	48873	1/22/2015	9628629082	731-1022-541.24-02	56.31	Air Regular/Pressure Gaug
		1/22/2015	9629347478	731-1022-541.24-03	104.85	E End Water Fill Vacuum Breaker
			Total for check: 48873		161.16	
ALYSSA GUARD	48874	1/22/2015	HATTIE MINOR	822-0413-554.30-16	250.00	Spring 2015 Semester Hattie Minor Scholarship
			Total for check: 48874		250.00	
GUSTMAN CHEVROLET SALES INC	48875	1/22/2015	34549	731-1022-541.38-03	19.08	Knob
			Total for check: 48875		19.08	
HALDERSON, ANGELA	48876	1/22/2015	HALDERSON ANGEL	100-0202-512.30-16	35.05	Wellness Program
			Total for check: 48876		35.05	
HECKRODT WETLAND RESERVE	48877	1/22/2015		100-0705-553.21-06	3,925.00	Grant
			Total for check: 48877		3,925.00	

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IRENE JUAREZ	48878	1/22/2015	HATTIE MINOR	822-0413-554.30-16	250.00	Spring 2015 Semester Hattie Minor Scholarship
			Total for check: 48878		250.00	
KJ WASTE SYSTEMS INC	48879	1/22/2015	KJ WASTE SYSTEM	266-1027-543.21-06	975.00	December Recycling
			Total for check: 48879		975.00	
KRUEGER, STEVE	48880	1/22/2015	KRUEGER STEVE	100-0000-441.01-00	4.75	Voter List Refund
			Total for check: 48880		4.75	
KWIK TRIP INC	48881	1/22/2015	00244691	100-0801-521.38-01	130.14	December Fuel
			Total for check: 48881		130.14	
LEVENHAGEN CORPORATION	48882	1/22/2015	055157A-IN	100-0000-131.00-00	16,370.21	Fuel
			Total for check: 48882		16,370.21	
MCMAHON	48883	1/22/2015	69626	470-0920-531.82-01	760.94	Drawings-Labor/Copy Cost Senior Ctr Addition
			Total for check: 48883		760.94	
MENARDS-APPLETON EAST	48884	1/22/2015	63878	100-1006-541.30-15	18.97	Brushes/Brine Tank
		1/22/2015	63977	100-0703-553.30-18	39.90	Ratchetx
			Total for check: 48884		58.87	
MENASHA JOINT SCHOOL DISTRICT	48885	1/22/2015	JAN MOBILE HOME	100-0000-412.00-00	6,285.49	January Mobile Home
			Total for check: 48885		6,285.49	
MENASHA NEENAH MUNICIPAL COURT	48886	1/22/2015	MENASHA NEENAH	100-0000-201.03-00	44.00	Bond/MEPD #14-61
				100-0000-201.03-00	176.80	Bond/MEPD #14-62

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MENASHA NEENAH MUNICIPAL COURT...	48886...	1/22/2015...	MENASHA NEENAH...	100-0000-201.03-00	237.00	Bond/MEPD #15-27
			Total for check: 48886		457.80	
MENASHA TREASURER	48887	1/22/2015	PWF	266-1028-543.30-11	49.00	PWF Postage
				100-1006-541.30-18	14.18	PWF Supplies
			Total for check: 48887		63.18	
MENASHA TREASURER	48888	1/22/2015	WELL MENASHA	100-0202-512.30-16	1,510.00	Sept, Oct, Nov, & Dec Wellness Program
			Total for check: 48888		1,510.00	
MENASHA UTILITIES	48889	1/22/2015	BILLING 3	100-1008-541.22-03	358.56	Electric
				100-1008-541.22-05	34.42	Water/Sewer
				601-1020-543.22-03	77.72	Electric
				100-0704-552.22-03	279.67	Electric
				100-0704-552.22-05	713.40	Water/Sewer
				731-1022-541.22-03	1,855.49	Electric
				731-1022-541.22-05	893.20	Water/Sewer
				731-1022-541.22-06	901.88	Storm
				266-1028-543.22-06	73.13	Storm
				100-0801-521.22-03	1,567.49	Electric
				100-0801-521.22-05	325.73	Water/Sewer
				100-0801-521.22-06	62.72	Storm
				100-0000-123.00-00	1,135.08	Electric
				100-0000-123.00-00	235.87	Water/Sewer
				100-0000-123.00-00	45.41	Storm
				100-0801-521.22-03	104.07	Electric
				100-0601-551.22-03	3,422.33	Electric
				100-0601-551.22-05	423.32	Water/Sewer
				100-0601-551.22-06	103.75	Storm
				207-0707-552.22-05	282.00	Water/Sewer
				100-1019-552.22-03	165.14	Electric
				100-1019-552.22-05	12.38	Water/Sewer

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MENASHA UTILITIES...	48889...	1/22/2015...	BILLING 3...	100-0000-123.00-00	8.80	Electric
				100-1001-514.22-05	12.38	Water/Sewer
				100-1001-514.22-06	2.50	Storm
				100-0703-553.22-03	1,421.59	Electric
				100-0703-553.22-05	156.84	Water/Sewer
				100-0703-553.22-06	667.51	Storm
				485-0304-562.22-06	33.13	Storm
				457-0304-562.22-06	2.50	Storm
				485-0304-562.22-06	15.00	Storm
				457-0304-562.21-10	32.93	Electric
				100-0305-562.22-06	5.00	Storm
				501-0304-562.22-06	253.76	Storm
			Total for check: 48889		15,684.70	
NEENAH-MENASHA SEWERAGE COMMISSION	48890	1/22/2015	2014-206	601-1021-543.21-01	1,795.00	Legal/Fox River Cleanup
					1,795.00	
ONE STOP SERVICE CENTER & TOWING	48891	1/22/2015	20556	100-0801-521.29-04	239.50	Towing
					239.50	
LINDA PALMBACH	48892	1/22/2015	PALMBACH LINDA	100-0903-531.33-01	13.10	December Expenses
					13.10	
PERSONNEL EVALUATION INC	48893	1/22/2015	12096	100-0801-521.21-06	60.00	December Service
					60.00	
PETERSEN PLUMBING &	48894	1/22/2015	12148	263-0306-562.70-01	447.70	CDBG Project
					447.70	
POMP'S TIRE SERVICE INC	48895	1/22/2015	000000001	731-1022-541.38-02	1.00	Service Charge

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POMP'S TIRE SERVICE INC...	48895...	1/22/2015	320023683	731-1022-541.38-02	297.08	Tires
		1/22/2015	320024049	731-1022-541.38-02	(245.00)	Credit/Tires
	Total for check: 48895				53.08	
RIESTERER & SCHNELL INC	48896	1/22/2015	767213	731-1022-541.38-03	8.95	Gator Blade - Freight
		1/22/2015	767215	731-1022-541.38-03	52.58	Gator Blade
	Total for check: 48896				61.53	
LIZ ROSIN	48897	1/22/2015	ROSIN LIZ	100-0903-531.33-01	10.55	December Expenses
	Total for check: 48897				10.55	
SCHWAAB INC	48898	1/22/2015	E26541	100-1002-541.30-10	53.74	Ink Stamps
				100-0304-562.30-10	81.12	Ink Stamps
				625-1002-541.30-10	16.88	Ink Stamps
	Total for check: 48898				151.74	
KATELYN SEWALL	48899	1/22/2015	HATTIE MINOR	822-0413-554.30-16	250.00	Spring 2015 Semester Hattie Minor Scholarship
	Total for check: 48899				250.00	
SHERWIN INDUSTRIES INC	48900	1/22/2015	S058582	100-1008-541.30-18	155.00	Bike Shared Lane Stencils
	Total for check: 48900				155.00	
SUPERIOR VISION INSURANCE PLAN	48901	1/22/2015	IA374774	100-0000-204.10-00	1,096.14	Vision
	Total for check: 48901				1,096.14	
SWIDERSKI POWER INC	48902	1/22/2015	IF24963	731-1022-541.38-03	118.00	Parts
	Total for check: 48902				118.00	

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SYN-TECH SYSTEMS	48903	1/22/2015	105615	731-1022-541.24-06	93.20	Software/Keypad
			Total for check: 48903		93.20	
TAPCO	48904	1/22/2015	1476940	100-1008-541.30-18	619.42	Sign Supplies
			Total for check: 48904		619.42	
UNIFIRST CORPORATION	48905	1/22/2015	097 0179510	731-1022-541.20-01	249.29	Uniform & Supply Service
			Total for check: 48905		249.29	
UNIFORM SHOPPE	48906	1/22/2015	239055	100-0801-521.19-03	66.45	Police Uniforms
		1/22/2015	239059	100-0801-521.19-03	119.90	Police Uniforms
		1/22/2015	239156	100-0801-521.19-03	44.95	Police Uniforms
			Total for check: 48906		231.30	
VERIZON WIRELESS	48907	1/22/2015	9738207929	100-1002-541.22-01	128.87	Charges
				625-1002-541.22-01	42.96	Charges
				601-1020-543.22-01	22.44	Charges
		1/22/2015	9738207932	743-0403-513.22-01	63.00	IT Cell Phone Charges
		1/22/2015	9738207933	100-0801-521.22-01	547.68	Police Dept Charges
		1/22/2015	9738207934	100-0304-562.22-01	76.18	Community Develop
			Total for check: 48907		881.13	
VERMEER WISCONSIN INC	48908	1/22/2015	30044204	100-0703-553.30-18	150.70	Plastic Felling/Blade
			Total for check: 48908		150.70	
VIEVU	48909	1/22/2015	11651	100-0801-521.30-18	2,053.00	Video Cameras
			Total for check: 48909		2,053.00	

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WINNEBAGO COUNTY CLERK OF COURTS	48910	1/22/2015	WINNCTY	100-0000-201.03-00	150.00	Bond Report #MP15-0111
			Total for check: 48910		150.00	
WINNEBAGO COUNTY TREASURER	48911	1/22/2015	LF121687	266-1027-543.25-01	278.25	Tires
			Total for check: 48911		278.25	
WISCONSIN DEPT OF JUSTICE	48912	1/22/2015	L7101T	100-0801-521.21-06	42.00	Name Searches
			Total for check: 48912		42.00	
WISCONSIN SUPPORT COLLECTIONS	48913	1/22/2015	20150122	100-0000-202.03-00	632.88	PAYROLL SUMMARY
			Total for check: 48913		632.88	
WMCA	48914	1/22/2015	WMCA	100-0203-512.32-01	130.00	Membership Dues
			Total for check: 48914		130.00	
					173,942.07	

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ACC PLANNED SERVICE INC	48915	1/29/2015	13674	100-0601-551.24-03	1,550.00	Semi-annual Billing
				100-0920-531.24-03	350.00	Semi-annual Billing
				100-0703-553.24-03	420.00	Semi-annual Billing
				100-0801-521.20-04	1,008.00	Semi-annual Billing
				100-0501-522.24-03	672.00	Semi-annual Billing
				731-1022-541.20-04	1,540.00	Semi-annual Billing
				100-1001-514.20-04	1,036.87	Semi-annual Billing
Total for check: 48915					6,576.87	
ACCENT BUSINESS SOLUTIONS INC	48916	1/29/2015	62369	743-0403-513.29-01	1,026.30	2014 Copier Costs
				743-0403-513.29-01	1,115.00	2015 Copier Agreement
				Total for check: 48916		
ACCURATE	48917	1/29/2015	1500030	731-1022-541.30-18	23.77	Lamp/Blade/Hose
				731-1022-541.38-03	21.54	Lamp/Blade/Hose
		1/29/2015	1500224	731-1022-541.30-18	15.52	Drill/Punch
		Total for check: 48917				
AHREN CO, JF	48918	1/29/2015		100-0000-422.01-00	243.56	57 Manitowoc Overpayment
				100-0000-422.03-00	2,267.90	57 Manitowoc Overpayment
				100-0000-422.02-00	397.20	57 Manitowoc Overpayment
				Total for check: 48918		
AIRGAS USA LLC	48919	1/29/2015	9035035216	731-1022-541.30-18	155.69	AR CD25300
		1/29/2015	9923846601	731-1022-541.21-06	82.50	Lease Renewal
		Total for check: 48919				
AMERICAN NATIONAL BANK FOX CITIES	48920	1/29/2015	145793	100-0702-552.29-01	1,526.45	Winter Guide/Printing

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AMERICAN NATIONAL BANK FOX CITIES...	48920...	1/29/2015	146505	100-0401-513.29-01	1,007.16	Tax Bills/Printing
			Total for check: 48920		2,533.61	
APPLETON ELECTRONICS SUPPLY LLC	48921	1/29/2015	14302	731-1022-541.38-03	7.50	Connector
			Total for check: 48921		7.50	
ASCAP	48922	1/29/2015	ASCAP	100-0702-552.32-01	335.00	Annual License Fee
			Total for check: 48922		335.00	
BADGER LAB & ENGINEERING INC	48923	1/29/2015	INV000060105	601-1020-543.21-02	330.00	Dec 14-23 MU Wastewaters
			Total for check: 48923		330.00	
BAHCALL RUBBER CO INC	48924	1/29/2015	684162-001	731-1022-541.38-03	470.99	Supplies
			Total for check: 48924		470.99	
BMI	48925	1/29/2015	8667227	100-0702-552.32-01	335.00	License Fee
			Total for check: 48925		335.00	
MICHAEL BRUNN	48926	1/29/2015	BRUNN MICHAEL	100-0202-512.34-02	19.76	January Expenses
				100-0202-512.30-16	50.00	January Expenses
			Total for check: 48926		69.76	
BUBRICK'S	48927	1/29/2015	18404	100-0801-521.30-10	249.50	Office Supplies
			Total for check: 48927		249.50	
CARDMEMBER SERVICE	48931	1/29/2015	0010	100-0801-521.34-02	200.00	In The Line of Duty
		1/29/2015	0014	100-0801-521.32-01	75.00	American Association
		1/29/2015	0063	100-0904-531.30-18	499.45	Tool Experts/Inspect Kit
		1/29/2015	0080	100-0802-521.30-18	310.93	Traffic Safety Store

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CARDMEMBER SERVICE...	48931...	1/29/2015	0094	100-0801-521.30-12	172.73	Heartland Services
		1/29/2015	0140	100-0201-512.32-02	538.30	State Bar of Wisconsin
		1/29/2015	0536	100-0000-132.00-00	338.00	AED Brands/Batteries
		1/29/2015	0614	100-0801-521.19-03	299.98	Scheels
		1/29/2015	0882	100-0703-553.24-03	133.00	All Partitions
		1/29/2015	1081	100-0601-551.30-16	12.39	Third St Market
		1/29/2015	1108	100-0801-521.19-03	138.95	Streicher's
		1/29/2015	1433	824-0807-521.30-15	59.56	Amazon Mktplace
				100-0801-521.29-04	12.78	Amazon Mktplace
		1/29/2015	1742	501-0304-562.21-10	20.50	TUC*SHOPCO
		1/29/2015	1792	100-0801-521.30-15	299.97	LA Police Gear Inc
		1/29/2015	1921	100-0601-551.24-03	61.95	Pexuniverse/Lib Heat Pump
		1/29/2015	2080	100-1001-514.30-18	15.48	Easykeys/File Cabinet Key
		1/29/2015	2461	824-0810-521.30-18	90.77	Toppers Pizza
		1/29/2015	2689	100-0905-531.30-18	2.20	Amazon Mktplace/Foot Care
		1/29/2015	2806	100-0701-533.30-18	194.97	Mills Fleet Farm
		1/29/2015	2825	100-0601-551.30-10	15.08	Third St Market
		1/29/2015	2890	100-0601-551.30-11	54.96	USPS
		1/29/2015	3022	824-0807-521.30-15	29.93	Pet Supplies Plus
		1/29/2015	3210	100-0801-521.32-01	45.00	North American Police
		1/29/2015	3251	100-0801-521.29-01	74.50	Dept of Adm Docmt Sale
		1/29/2015	3264	100-0903-531.32-01	50.00	Safe Kids Worldwide
		1/29/2015	3372	100-0801-521.30-11	11.87	UPS
		1/29/2015	3420	100-0801-521.24-02	47.99	Amazon Mktplace Pmts
		1/29/2015	3743	100-0905-531.30-18	62.78	Amazon Mktplace/Foot Care
		1/29/2015	3774	100-0801-521.30-18	41.90	Amazon.com
		1/29/2015	4167	100-0703-553.24-03	260.55	All Partitions
		1/29/2015	4336	501-0304-562.21-10	75.00	Paypal
				501-0304-562.21-10	1.50	Transaction Fee
		1/29/2015	4378	731-1022-541.30-15	20.97	Home Depot/Tool Box
		1/29/2015	4462	100-0801-521.30-18	75.50	Amazon Mktplace Pmts
		1/29/2015	4628	100-0801-521.19-03	104.84	Cops Plus Inc
		1/29/2015	4660	100-0801-521.34-02	320.00	Paypal
		1/29/2015	4734	824-0807-521.30-18	95.94	Tactical Medical

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CARDMEMBER SERVICE...	48931...	1/29/2015	4805	100-0801-521.30-18	80.90	B&H Photo
		1/29/2015	4883	100-0801-521.19-03	(139.98)	Scheels/Credit
		1/29/2015	5000	100-0801-521.30-12	115.44	DRI *Nuance
		1/29/2015	5564	100-0801-521.29-04	155.56	Del City
		1/29/2015	5697	824-0807-521.30-15	38.99	Ray Allen Mfg
		1/29/2015	5875	100-0801-521.30-15	13.89	Glockmeister
		1/29/2015	6292	100-0801-521.30-18	36.24	Amazon Mktplace Pmts
		1/29/2015	6691	100-0905-531.30-18	6.19	Amazon Mktplace/Foot Care
		1/29/2015	6814	100-1002-541.34-02	15.00	UWEX Registration
				625-1002-541.34-02	5.00	UWEX Registration
		1/29/2015	6848	100-0801-521.34-03	79.00	Kalahari Resorts
		1/29/2015	6863	100-0801-521.34-03	79.00	Kalahari Resorts
		1/29/2015	7134	824-0807-521.30-15	26.00	Ben Jee Hallmark
		1/29/2015	7137	100-0905-531.30-18	74.56	Amazon Mktp/Dremmel
		1/29/2015	7144	100-1001-514.30-15	33.42	Amazon/Wire Tracer
		1/29/2015	7648	100-0801-521.30-18	289.99	Newegg.com
		1/29/2015	7885	731-1022-541.30-10	70.26	Provantage/Parks Labels
		1/29/2015	8048	100-0801-521.29-04	(11.82)	Amazon Mktplace/Credit
		1/29/2015	8289	100-0706-561.34-02	350.00	Wisconsin Arborist Assoc
		1/29/2015	8593	100-0801-521.19-03	239.97	Scheels
	1/29/2015	8601	100-0801-521.19-03	89.99	Scheels	
	1/29/2015	8825	100-0801-521.32-01	4.00	TLO Transunion	
	1/29/2015	9784	100-0903-531.30-18	77.50	Amazon Mktpl/File Cabinet	
	1/29/2015	9846	100-0801-521.30-15	94.47	Streicher's	
	1/29/2015	9988	731-1022-541.38-03	330.00	Absolute Plb/Brine Machin	
			Total for check: 48931		7,018.79	
CASPER'S TRUCK EQUIPMENT INC	48932	1/29/2015	0004629-IN	731-1022-541.38-03	189.00	Light Bar
			Total for check: 48932		189.00	
CAVANAUGH CARRIAGES	48933	1/29/2015	CAVANAUGHS	826-0702-552.20-05	300.00	Winer Gala

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CAVANAUGH CARRIAGES...	48933...	1/29/2015...	CAVANAUGHS...	100-0702-552.20-05	100.00	Winer Gala
			Total for check: 48933		400.00	
CRESCENT ELECTRIC SUPPLY COMPANY	48934	1/29/2015	S500145058.001	100-1006-541.30-15	419.71	Supplies Brine Pump
		1/29/2015	S500145131.001	100-0703-553.24-03	25.52	Lamps
		1/29/2015	S500157267.001	100-1012-541.30-18	155.04	Lamp
		1/29/2015	S500171507.001	100-0000-132.00-00	941.60	Lamp/Ballast
			Total for check: 48934		1,541.87	
TODD DREW	48935	1/29/2015	DREW TODD	100-0904-531.34-03	10.00	January Expenses
			Total for check: 48935		10.00	
DUMKE & ASSOCIATES &	48936	1/29/2015	316 RACINE ST	100-0903-531.29-06	2,077.50	316 Racine St
			Total for check: 48936		2,077.50	
CHRISTY DUNSMOOR	48937	1/29/2015	DUNSMOOR CHRIST	826-0702-552.20-05	100.00	Winer Gala
			Total for check: 48937		100.00	
EJ ARENA SPORTS	48938	1/29/2015	684512	100-0702-552.30-18	10.00	Skates
			Total for check: 48938		10.00	
GALLS LLC	48939	1/29/2015	002929189	100-0801-521.29-04	814.10	Siren
			Total for check: 48939		814.10	
GANNETT WISCONSIN MEDIA	48940	1/29/2015	PC0076844	100-1001-514.32-02	213.41	2/1/15-1/31/16 Daily News
			Total for check: 48940		213.41	

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GRAY'S INC	48941	1/29/2015	32286	100-1006-541.30-15	1,043.00	CDB w/3/4" Holes
			Total for check: 48941		1,043.00	
LEAH HACKMASTER	48942	1/29/2015	HATTIE MINOR	822-0413-554.30-16	250.00	Spring 2015 Semester
			Total for check: 48942		250.00	
ANNE HARDER MARIE	48943	1/29/2015	HARDER ANNE MAR	826-0702-552.20-05	100.00	Winter Gala
			Total for check: 48943		100.00	
HOFFMANN, KIRT	48944	1/29/2015	HOFFMANN KIRT	100-0000-201.10-00	100.00	Return Deposit Exc PermitPermit 11604
			Total for check: 48944		100.00	
LB MEDWASTE SERVICES INC	48945	1/29/2015	48959	100-0918-531.30-18	56.92	Bio-Waste
			Total for check: 48945		56.92	
LEVENHAGEN CORPORATION	48946	1/29/2015	0086249-IN	207-0707-552.38-01	585.80	Fuel
			Total for check: 48946		585.80	
MCC INC	48947	1/29/2015	MCC INC	100-0000-201.04-00	1,000.00	Contract 2014-02
				100-1003-541.82-02	7,850.35	Contract 2014-02
				625-1003-541.82-02	205.70	Contract 2014-02
				470-1003-541.82-02	5,634.36	Contract 2014-02
			Total for check: 48947		14,690.41	
MENASHA NEENAH MUNICIPAL COURT	48948	1/29/2015	MENASHA NEENAH	100-0000-201.03-00	237.00	Bond/MEPD 15-000023
				100-0000-201.03-00	338.00	Bond/MEPD 14-000184
				100-0000-201.03-00	174.00	Bond/MEPD 15-0008

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MENASHA NEENAH MUNICIPAL COURT...	48948...	1/29/2015...	MENASHA NEENAH...	100-0000-201.03-00	237.00	Bond/MEPD 15-0078
			Total for check: 48948		986.00	
MENASHA UTILITIES	48949	1/29/2015	BILLING 1	100-1008-541.22-03	405.37	Electric
				100-0000-123.00-00	20.75	Electric
				100-1012-541.22-03	106.85	Electric
				501-0304-562.22-03	15.46	Electric
				501-0304-562.22-06	40.00	Storm
				625-0304-562.22-03	8.24	Electric
				100-1013-541.22-03	28.40	Electric
				100-1013-541.22-06	277.51	Storm
				207-0707-552.22-03	285.59	Electric
				207-0707-552.22-05	34.42	Water/Sewer
				207-0707-552.22-06	48.76	Storm
				100-0703-553.22-03	559.85	Electric
				100-0703-553.22-05	121.02	Water/Sewer
				100-0703-553.22-06	343.77	Storm
				100-1001-514.22-03	1,327.31	Electric
				100-1001-514.22-05	451.60	Waer/Sewer
				743-0403-513.21-04	167.75	Internet Charge
				743-0403-513.21-04	2,310.40	Dark Fiber Charge
				100-0305-562.22-06	2.50	Storm
				100-1014-543.22-06	53.13	Storm
				100-1019-552.22-03	327.75	Electric
				100-1019-552.22-05	48.00	Water/Sewer
				601-1020-543.22-03	33.17	Electric
				100-0304-562.22-03	31.99	Electric
			Total for check: 48949		7,049.59	
MODERN BUSINESS MACHINES	48950	1/29/2015	26362339	743-0403-513.29-01	451.15	2015 Copier Agreements

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MODERN BUSINESS MACHINES...	48950...	1/29/2015	26365675	743-0403-513.29-01	243.10	Print Agreement
			Total for check: 48950		694.25	
MORTON SAFETY	48951	1/29/2015	152186-00	100-0918-531.30-18	16.89	Ice Shoes
		1/29/2015	152959-00	100-0702-552.30-18	14.18	First Aid Supplies
			Total for check: 48951		31.07	
NEENAH MAIN AUTO BODY INC	48952	1/29/2015	1842	100-0801-521.29-04	59.48	Door Handle Cover
			Total for check: 48952		59.48	
CITY OF NEENAH	48953	1/29/2015	NM FIRE SVCS	100-0501-522.25-01	261,779.00	Fire/Rescue Services
			Total for check: 48953		261,779.00	
NETWORK HEALTH SYSTEM INC	48954	1/29/2015	327703	100-0202-512.21-05	178.00	Nov-Dec Exams/Screenings
			Total for check: 48954		178.00	
NEWSC	48955	1/29/2015	1046	625-1010-541.32-01	1,500.00	2015 Membership
			Total for check: 48955		1,500.00	
JEFF OLSON	48956	1/29/2015	OLSON JEFF	826-0702-552.20-05	400.00	Winter Gala
			Total for check: 48956		400.00	
PIGGLY WIGGLY MIDWEST LLC	48957	1/29/2015	016412	100-0905-531.30-18	31.42	Wellness Lab
			Total for check: 48957		31.42	
JOSEPH A POLZIEN	48958	1/29/2015	POLZIEN JOSEPH	100-0803-521.19-03	125.97	Clothing Allowance
			Total for check: 48958		125.97	

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PONTEM SOFTWARE BY RIA INC	48959	1/29/2015	PONTEM SOFTWARE	743-0403-513.24-04	1,040.86	Maintenance Agreement
			Total for check: 48959		1,040.86	
RECREONICS INC	48960	1/29/2015	680372	100-0704-552.24-05	3,381.55	ADA Stairs
			Total for check: 48960		3,381.55	
ROLAND MACHINERY EXCHANGE	48961	1/29/2015	41020385	731-1022-541.38-03	1,094.91	Motor Hyd
			Total for check: 48961		1,094.91	
DR TERESA RUDOLPH	48962	1/29/2015	RUDOLPH TERESA	100-0903-531.21-05	150.00	City Physician
			Total for check: 48962		150.00	
SPEEDY METALS LLC	48963	1/29/2015	4114626-AP	731-1022-541.38-03	198.38	Tube
			Total for check: 48963		198.38	
STAPLES ADVANTAGE	48964	1/29/2015	3252014653	100-0702-552.30-10	85.20	Office Supplies
			Total for check: 48964		85.20	
STREICHER'S INC	48965	1/29/2015	I1133897	100-0801-521.30-15	306.25	Police Supplies
			Total for check: 48965		306.25	
SUNGARD PUBLIC SECTOR INC	48966	1/29/2015	94328	743-0403-513.24-04	2,806.00	Mthly Acctg System Maint
			Total for check: 48966		2,806.00	
UNIFIRST CORPORATION	48967	1/29/2015	097 0179940	731-1022-541.20-01	102.78	Uniform/Supply Cleaning
			Total for check: 48967		102.78	

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UW-FOX VALLEY	48968	1/29/2015	15-22070	100-0405-513.21-08	1,920.00	4th Qtr 2014 Videotaping
			Total for check: 48968		1,920.00	
VERIZON WIRELESS	48969	1/29/2015	9738207928	100-0601-551.22-01	13.80	Telephone
				100-0801-521.22-01	9.33	Telephone
				100-1001-514.22-01	9.33	Telephone
				100-0703-553.22-01	23.95	Telephone
		1/29/2015	9738207931	100-0919-531.22-01	129.80	Health Dept Service
		1/29/2015	9738576136	100-0801-521.22-01	42.22	Phones
			Total for check: 48969		228.43	
WE ENERGIES	48970	1/29/2015	WE ENERGIES	100-0703-553.22-04	11.09	2170 Plank Road
				100-0903-531.22-04	73.77	316 Racine St
			Total for check: 48970		84.86	
GARRET WENDLANDT	48971	1/29/2015	WENDLANDT GARRE	826-0702-552.20-05	100.00	Winter Gala
			Total for check: 48971		100.00	
WICHMANN FUNERAL HOME LAEMMRICH	48972	1/29/2015	WICHMANN	100-0000-201.03-00	195.00	Invoice 10180/Strelow
			Total for check: 48972		195.00	
ALEXANDRA WILD	48973	1/29/2015	WILD ALEXANDRA	100-0000-441.23-00	120.47	Event Cancellation
				100-0000-201.08-00	6.53	Event Cancellation
			Total for check: 48973		127.00	
WINNEBAGO COUNTY CLERK OF COURTS	48974	1/29/2015	WINNEBAGO COUNT	100-0000-201.03-00	150.00	Bond/MEPD 15-0241
			Total for check: 48974		150.00	

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WISCONSIN PARK & RECREATION ASSN	48975	1/29/2015	540-15	100-0703-553.32-01	130.00	2015 Membership
			Total for check: 48975		130.00	
YMCA OF THE FOX CITIES	48976	1/29/2015	CM1Q15	100-0920-531.21-06	22,166.00	1st Qtr Sr Ctr Collaborat
			Total for check: 48976		22,166.00	
					352,560.01	



To: Menasha Common Council
From: Jenny Groeschel and Ginger Tralongo, Police Records
RE: Beverage Operator License (Bartender) Applicants
Date: **January 28, 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 2013-2015 licensing period:

Tabetha Johnson
Danyelle Hofmann
Michael Haidlinger
Lisa Smith
Jordan Sachs

Cc: Chief Styka



Memorandum

DATE: January 29, 2015

TO: Menasha Common Council

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

RE: Amendment No.1 to Third Street Bridge Design Agreement (WisDOT/Ayres Associates/City of Menasha)

We were recently notified by Ayres Associates of the need to execute an amendment to the three party agreement for the design of the Third Street Bridge (see enclosed). WisDOT required that an archaeological survey field report be incorporated into the design process. This work was not included in the original scope of work so this amendment will cover the additional associated costs.

A sub consultant will prepare the archaeological survey report for review and submittal to the State Historic Preservation Office. The additional costs will not exceed \$1,267.99. The terms of our project agreement with WisDOT stipulate the City will be responsible for 20% of design costs, meaning the City's cost for this additional work will not exceed \$253.60. There are sufficient funds included in the 2015 Budget for this work. I recommend approval of the proposed amendment. WisDOT has approved the amendment.

Enclosure

AMENDMENT NO. 1 TO THE CONTRACT
BETWEEN City of Menasha (MUNICIPALITY),
THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT)
AND Ayres Associates Inc (CONSULTANT) FOR

Project ID 4992-01-00
C Menasha, 3rd St
Lake Winnebago Slough & Approaches
Local Street
Winnebago County

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated December 19, 2014 is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

To add Commonwealth Cultural Resources Group, Inc to prepare an archaeological survey field report, and archaeological records and literature review form. In addition, to prepare and submit a section 106 document.

The following compensation paragraphs are deleted from the original contract cover page and replaced with the following:

ALL SERVICES

Compensation for all Services provided by the CONSULTANT under terms of the CONTRACT shall be from the DEPARTMENT:

Actual costs to the CONSULTANT up to \$71,797.32, plus a fixed fee of \$4,533.91, not to exceed \$76,331.23 (**an increase of \$611.91**) in total.

For subsurface investigation subcontracted to River Valley Testing Corp., the CONSULTANT'S actual cost paid to River Valley Testing Corp. not to exceed \$4,775.00 (**no change**) using the cost per unit based on the proposal dated October 1, 2014.

For title searches subcontracted to Bay Title & Abstract, Inc, the CONSULTANT's actual cost paid to Bay Title & Abstract, Inc not to exceed \$900.00 (**no change**) using the cost per unit based on the proposal dated October 3, 2014.

For an archaeological report subcontracted to Commonwealth Cultural Resources Group, Inc. (CCRG), the CONSULTANT's actual cost paid to Commonwealth Cultural Resources Group, Inc. based on Commonwealth Cultural Resources Group, Inc. actual cost up to \$601.27 plus fixed fee of \$54.80 not to exceed \$656.08 (**an increase of \$656.08**) in total.

Compensation in excess of the total CONTRACT amount of \$82,662.31 (**an increase of \$1,267.99**) shall not be allowed unless approved by a written CONTRACT amendment.

Compensation for costs incurred as a result of improper performance by the CONSULTANT will not be allowed. Details of CONTRACT compensation provisions follow in the text of the CONTRACT and STANDARD PROVISIONS incorporated by reference.

The CONSULTANT Representative is: Troy Robillard; 3376 Packerland Drive
Ashwaubenon, WI 54115; Robillardt@AyresAssociates.com; 920.498.1200.

The MUNICIPALITY representative is Mark Radtke, PE, Director of Public Works; 140 Main Street, Menasha, WI 54952, mradtke@ci.menasha.wi.us; 920.967.3610.

The DEPARTMENT representative is Rich Glen, PE, JT Engineering, Inc.; 1077 Centennial Centre Blvd., Hobart, WI 54155, richglen@jt-engineering.com; 920.468.4771.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: Transportation Manager _____

Title: _____

Date: _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

The **THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT** is modified as follows:

THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS is amended by this amendment as follows for this design contract:

B. ENVIRONMENTAL DOCUMENTATION is amended as follows:

(2) Historical and Archaeological Surveys and Studies:

- (a) The CONSULTANT shall submit the PROJECT for approval of history only on the BOE screenings list.
- (b) The CONSULTANT shall identify the Area of Potential Effect for the PROJECT. The CONSULTANT shall conduct a reconnaissance survey following the procedures specified in the MANUAL. Upon completion of the archaeological and evaluation studies, the results of the survey shall be submitted to the Region Project Manager. When archaeological reconnaissance studies indicate further work is needed, the CONSULTANT shall consult with the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies.
- (c) The CONSULTANT shall prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" as specified in the MANUAL.
- (d) The CONSULTANT shall submit a Section 106 document to SHPO for approval.

DESIGN ENGINEERING SUMMARY OF STAFF HOURS AND DIRECT LABOR COSTS

Project ID 4992-01-00
 C Menasha, 3rd Street
 Lake Winnebago Slough & Approaches
 Local Street
 Winnebago County

Revised: 01/13/15

Class	Average Hourly Wage	ACT. CODE	Project Manager		Engineer 1		0		0		0		Total		
			Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	
Administration		740	1	51.63										1	51.63
Reports		748													
Environmental		767													
Agency, Utility & Railroad		746			5	151.15								5	151.15
Public Involvement		743													
Survey		729													
Soils Investigation		644													
Preliminary Roadway		741													
Preliminary Structure		1,001													
Final Roadway		742													
Final Structure		1,002													
P S & E		794													
Right-of-Way		745													
Meetings & Conferences		747													
Management of Subconsultants		773													
Real Estate		267													
Traffic		785													
		0													
		0													
		0													
		0													
		0													
		0													
TOTALS		0	1	51.63	5	151.15								6	202.78

SUBCONSULTANT SUMMARY

Project ID 4992-01-00
C Menasha, 3rd Street
Lake Winnebago Slough & Approaches
Local Street
Winnebago County

Revised: 01/13/15

Sub Number	Name	Task	Basis of Payment	Total Contract Amount
1	CCRG	Archaeological Report	ACPPF	\$ 656.08
2				
3				
4				
5				
6				
7				
8				
9				
10				
Total				\$ 656.08

CONSULTANT CONTRACT TOTAL FEE COMPUTATION

Project ID 4992-01-00
 C Menasha, 3rd Street
 Lake Winnebago Slough & Approaches
 Local Street
 Winnebago County

Revised 01/13/15

	Original Project I.D. 4992-01-00	Amendment 1 Project I.D. 4992-01-00	Project I.D. XXXX-XX-XX	Project I.D. XXXX-XX-XX	Project I.D. XXXX-XX-XX	Project I.D. XXXX-XX-XX	TOTAL CONTRACT
Number of Staff Hours	776	6					6
Total Direct Labor	\$24,811.81	\$202.78					\$25,014.59
Indirect Home Office Rate 183.63%	\$45,561.93	\$372.37					\$45,934.30
Fixed Fee (% of Labor * 2.5) 7.3%	\$4,497.15	\$36.76					\$4,533.91
Non-Labor Direct Charges	\$848.43						\$848.43
Sub-Total Ayres Associates	\$75,719.32	\$611.91					\$ 76,331.23
River Valley Testing	\$4,775.00						\$4,775.00
Bay Title and Abstract, Inc	\$900.00						\$900.00
CCRG		\$656.08					\$656.08
	-						-
	-						-
	-						-
	-						-
	-						-
	-						-
	-						-
Sub-Total Subconsultants	\$ 5,675.00	\$ 656.08	\$ -	\$ -	\$ -	\$ -	\$ 6,331.08
Total	\$ 81,394.32	\$ 1,267.99	\$ -	\$ -	\$ -	\$ -	\$ 82,662.31



This proposal contains pricing and other information confidential and proprietary to Commonwealth Cultural Resources Group, Inc. Disclosure of this proposal's contents to persons or organizations outside Ayres Associates and the City of Menasha is not authorized without specific written permission of Commonwealth Cultural Resources Group, Inc. All technical specifications and costs in this proposal are valid for 90 days.

Date: January 21, 2015

To: Troy B. Robillard, PE
Ayres Associates
3376 Packerland Drive
Ashwaubenon, WI 54115

From: Katie Egan-Bruhy *Katie Egan-Bruhy*

Subject: Proposal – Phase I Archaeological Reporting
3rd Street Bridge
Menasha, Wisconsin

Commonwealth Cultural Resources Group, Inc. (CCRG) requests funding to prepare reporting of archaeological investigations conducted in association with the proposed 3rd Street Bridge, Menasha, Wisconsin. CCRG understands the cultural resource surveys are being conducted pursuant to Sections 106 of the National Historic Preservation Act.

CCRG will complete the reporting within 5 business days of receiving authorization to proceed. Any necessary revisions to the reporting will be provided within 2 business days of receiving them.

CCRG estimates that reporting of the prefield research and field investigations will result in a cost of \$656.08. Attached please find our cost estimate.

Proposal Accepted

Name

Name

Signature and Date

Signature and Date



**3rd Street Bridge Reporting
Menasha**

DIRECT LABOR	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
Egan-Bruhy/Project Manager & QA/QC	2	\$37.03	\$74.06
Christman/Project Archaeologist	8	\$18.80	\$150.40
Meyer/Administrative Asst'	2	\$19.50	\$39.00
Hulit/GIS-Graphics	2	\$19.45	\$38.90
Labor Totals	14		\$302.36
 INDIRECT COSTS/GENERAL AND ADMINISTRATIVE			
(Total Labor X Provisional Rate of 0.9896%)			\$298.91
Subtotal Labor + Indirect Costs			\$601.27
 FIXED FEE (Estimated labor * 2.5 * 0.725)			\$54.80
 NON-LABOR DIRECT COSTS			
Subtotal Non-Labor Direct Costs			\$0.00
 TOTAL COSTS			 \$656.08

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MENASHA, WISCONSIN,

AND

THE PONDS OF MENASHA, LLC

DATED AS OF SEPTEMBER 7, 2011

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the 7th day of September, 2011, by and between the CITY OF MENASHA, Wisconsin, a Wisconsin municipal corporation with its principal offices located at 140 Main St., Menasha, Wisconsin 54952 (hereinafter "CITY"), and The Ponds of Menasha, LLC, a Wisconsin limited liability company with its principal offices located at 1300 N. Kimps Ct., Green Bay, Wisconsin 54313 (hereinafter "DEVELOPER").

RECITALS

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

ARTICLE I

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

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

"ACCUMULATED TAX INCREMENT" – The total of all financial incentive earned by DEVELOPER in accordance with Section 4.02.

"ACTUAL ASSESSED VALUE" – The value also known as "AAV" is defined as the actual assessed value of land and/or buildings on the real estate tax bill for a particular parcel.

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

"COMPLETED PROPERTIES"- Single-family residential units or multi-family structures that are completed such that an Occupancy Permit has been issued by the City.

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

"DEVELOPMENT" – The Development Improvements and Infrastructure that constitute

the planned development project that is the subject of this AGREEMENT.

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

- PHASE I – A single family residential development within Lot 1 of the CONCEPT PLAN comprised of not less than 74 units at a density not less than three units per acre with an estimated improved value of \$11,900,000.
- PHASE II – A single family residential development within Lot 4 comprised of not less than 29 units (in total) at a density not less than three units per acre with an estimated improved value of \$4,800,000.
- PHASE III– A single-family residential development within Lot 2 of the CONCEPT PLAN comprised of not less than 20 units (in total) at a density not less than three units per acre with an estimated improved value of \$3,200,000.
- PHASE IV- A multi-family residential development within Lot 16 (**EXHIBIT C**) comprised of not less than 54 units with an estimated improved value of \$2.7million (54 units @ \$54,000 estimate = \$2.7 million).

"LOT 1" – An area consisting of 24.557 acres located in the NW ¼ of the NE ¼ of Section 17, T20N, R17E and proposed CITY of Menasha Tax Incremental Financing District # 12 attached as **EXHIBIT E**, Certified Survey Map No. 3277.

"LOT 2" – An area consisting of 5.2062 acres located in the NW ¼ of the NE ¼ of Section 17, T20N, R17E and proposed CITY of Menasha Tax Incremental Financing District #12 attached as **EXHIBIT F**, Certified Survey Map No. 3275

"LOT 4" – An area consisting of 11.4544 acres located in the NW ¼ of the NE ¼ of Section 17, T20N, R17E and proposed CITY of Menasha Tax Incremental Financing District #12 attached as **EXHIBIT G**, Certified Survey Map No. 3276.

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

"DEVELOPMENT PROPERTY" - consists of Lot 1, Lot 2, Lot 4, and lot 16 all as set forth in Phases I, II, III and IV.

"DEVELOPMENT COSTS" — The hard and soft costs enumerated in the development budget set forth in **EXHIBIT B**.

"INFRASTRUCTURE" – Public and Private Infrastructure.

"IMPLEMENTATION PLAN" – Detailed plans, drawings, specifications and other information as required for the site plan review under CITY Ordinances regarding the construction of Private Infrastructure, Infrastructure and Development Improvements. A specific Implementation Plan must be submitted to and approved by the CITY prior to

construction as provided by CITY Ordinance. Each specific Implementation Plan shall be attached to this AGREEMENT as an exhibit upon approval by the CITY.

“PERFORMANCE INCENTIVE” – Annual payments of the Available Tax Increment, commencing in 2014 (based upon actual assessed value as of January 1, 2013) through 2031 or earlier through the date of payment in full to the DEVELOPER. Performance Incentive shall be payable to DEVELOPER as provided in this AGREEMENT.

“PUBLIC IMPROVEMENTS” – The road improvements including final roadway street base course and four inch asphalt pavement, concrete curb and gutter, concrete sidewalks as well as sanitary sewer, water mains, storm water drainage, drainage ponds, and other public facilities normally provided by or required by local governments fronting the Development Property whether in place or to be constructed or upgraded in conjunction with the development contemplated in the Concept Plan, including storm water management ponds, but specifically excluding Infrastructure. Public Improvements shall also include payment of roadway improvements to the lot line of Phase I and Phase III as depicted in the attached **EXHIBIT D**.

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

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

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

ARTICLE II

OVERVIEW OF THE PROJECT

SECTION 2.01 The Project consists of residential development to take place in four phases resulting in the creation of not less than 120 single family residential units and 54 multi-family units. The construction of at least ten (10) homes within Phase I is to begin by December 1, 2011 with an expected completion date of December 31, 2012. Projected completion dates are January 1, 2017 for Phase I, January 1, 2021 for Phase II and Phase III. For Phase IV, the projected completion date shall be thirty-six (36) months after the DEVELOPER acquires the Property. Upon completion, the entire project is expected to have a value of \$23 million including Development Phase IV.

ARTICLE III

DEVELOPER OBLIGATIONS

SECTION 3.01 Acquisitions of Development Areas. Upon completion of the pre-closing conditions but in no case later than July 31, 2011, DEVELOPER shall acquire fee simple title to Lot 1, Lot 2 and Lot 4 (for Phases I, II and III). Upon the City securing the purchase of Lot 16

(for Phase IV) in accordance with Section 5.02.2 and before December 31, 2012, DEVELOPER shall acquire fee simple title to Lot 16 for Phase IV.

SECTION 3.01.1 CITY shall transfer Lot 1, Lot 2 and Lot 4 for Phase I, Phase II and Phase III to DEVELOPER by warranty deed for \$17,000 per acre subject to the terms and conditions of this AGREEMENT and a separate Real Estate Purchase AGREEMENT to be executed by the parties. The Real Estate Purchase AGREEMENT shall provide that DEVELOPER shall pay \$27,200 down at date of closing and shall execute a Promissory Note in favor of CITY in the amount of the balance of the Purchase Price. The terms of the Note shall be zero percent (0%) interest until paid in full, except that in the event DEVELOPER fails to pay in full before January 1, 2020, then interest shall be paid at five percent (5%) per annum of the remaining balance assessed from the date of closing. DEVELOPER shall be required to make a payment of \$5,700 to CITY toward the outstanding balance of the Promissory Note for each Lot sold or transferred by DEVELOPER prior to or at the time of each closing using first proceeds for said payment. As security for said Promissory Note, the DEVELOPER shall give CITY a first mortgage position on Lot 2 and Lot 4 which CITY shall subordinate upon Phase I Development Improvements being completed and a second mortgage position on Lot 1, second to the first mortgage position of the commercial lending institution approved by DEVELOPER in the approximate amount of \$2,000,000 representing monies necessary for DEVELOPER's Public and Private Infrastructure obligations herein for Phase I, Phase II and Phase III. Closing shall take place on or before October 18, 2011. Real estate shall be defined as Lot 1 (for Phase I), Lot 2 (for Phase II), Lot 4 (for Phase III) estimated to be 41.2176 acres of land (Purchase Price estimated to be \$700,699.20 (\$17,000 x 41.2176)). CITY shall be responsible for any and all transfer taxes as well as preparation of any and all Certified Survey Maps. CITY shall further be responsible for obtaining the separate legal descriptions, one description for each respective Lot within each Phase. Certified Survey Map and legal description shall be provided to DEVELOPER by CITY, at CITY's sole expense, at least thirty (30) days prior to closing. The AGREEMENT of sale shall also provide that the CITY shall update all wetland studies for the Real Estate and provide a copy of said wetland studies to DEVELOPER at least fifteen (15) days prior to closing. The AGREEMENT shall further provide that the AGREEMENT is contingent upon the CSM mappings allowing for the development of one hundred twenty-four (124) or more residential real estate lots, as approved by DEVELOPER, within the real estate areas for Development Phase I and Development Phases II and III.

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

SECTION 3.01.3 Title. The CITY shall cooperate with DEVELOPER to clear up any defect in title that may be pertaining to the property; provided, however, the Real Estate shall be conveyed subject to (1) reasonable and customary easements and restrictions of record; (2) a reversion of title in accordance with this AGREEMENT; (3) requisite public and private utility easements; and (4) all other terms and

conditions of this AGREEMENT.

SECTION 3.01.4 Closing Date. The closing date for the transfer of the Real Estate shall be on or before October 18, 2011 for Lot 1, Lot 2, and Lot 4 (for Phase I, Phase II and Phase III) and shall be held at the office of the City Attorney, City Hall, 140 Main Street, Menasha, Wisconsin or where the parties may otherwise agree. The closing date for Lot 16 (for Phase IV) shall be on or before December 31, 2012.

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

SECTION 3.01.6 Listing Contract. CITY had previously engaged a broker for listing Lot 1, Lot 2 and Lot 4 (for Phase I, II and III) and the CITY may owe a brokerage fee to said listing broker as a result of the sale of real estate contemplated herein. Said CITY shall be responsible for the payment of any brokerage fees associated with the sale of the real estate.

~~SECTION 3.02 DEVELOPER's Covenant to Develop. DEVELOPER agrees and covenants to use its best efforts to proceed with due diligence to complete the Development substantially in accordance with the Concept Plan and Implementation Plans which plans and specifications shall be subject to such reasonable review and approval by the CITY as may be normal, customary or required in order to proceed with the Development in accordance with all applicable rules, codes, regulations, ordinances and laws. The DEVELOPER shall cause IMPROVEMENTS to the DEVELOPMENT AREAS to create a value of not less than \$21 million for Phase I, II and III. The cost for such improvements shall include Development hard and soft costs, site clearance and preparation and costs associated with the construction of single family and multi-family housing units. DEVELOPER shall be required to complete construction of Phase I of the Development by January 1, 2017. DEVELOPER shall be required to complete construction of Phase II and Phase III of the Development by January 1, 2022. DEVELOPER shall be required to complete construction of Phase IV within thirty-six (36) months after acquisition of Lot 16 by DEVELOPER. DEVELOPER agrees not to create a condominium unless or until Cypress Homes Inc. has sold all condominium units constructed in accordance with its development agreement with the City.~~

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

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

SECTION 3.05 Reversion of Undeveloped Portion of Development Property. Notwithstanding the foregoing, in the event that the DEVELOPER does not construct Phase I on or before January 1, 2017 or the Actual Assessed Value does not reach \$8.925 million by January 1, 2017, the CITY may, at its discretion demand the reversion of any property in the Development Areas that have not been improved by Development Improvements contemplated by the Concept Plan. Upon receipt of such demand, the DEVELOPER shall deliver by warranty deed the property identified by the CITY free and clear of any encumbrances within 60 days of the demand. The purchase price of the property so conveyed shall be \$17,000 per acre. In the event that the DEVELOPER fails to timely deliver the property, the CITY may commence an action to enforce this provision without further cure.

SECTION 3.06 Public Infrastructure. DEVELOPER shall in connection with and during the construction of the Development undertake at its expense, design and construction of Public Infrastructure in accordance with City of Menasha specifications as furnished to the DEVELOPER by the Menasha Department of Public Works. The Public Infrastructure shall be undertaken consistent with the overall schedule of construction for the Development and shall be completed upon substantial completion of the Development. The Public Infrastructure shall be funded solely by the DEVELOPER. Public Improvements designed and constructed by the CITY such as sidewalks, curb and gutter and final street paving will be constructed at City's sole cost and expense and will be specially assessed or otherwise charged against the benefitting properties within the Development, including lots owned by the DEVELOPER, but, as pertaining to Development Phase I, not before at least eighty percent (80%) of the Development Improvements within Development Phase I have been constructed as COMPLETED PROPERTIES or January 1, 2018, whichever occurs first and as pertaining to Development Phase II and III, not before at least eighty percent (80%) of the Development Improvements have been constructed as COMPLETED PROPERTIES or January 1, 2022, whichever occurs first. DEVELOPER agrees to provide notice to each subsequent owner/purchaser of any real estate in Phase I, II and III of the expected curb and gutter and final paving special assessment through a covenant recorded with the Calumet County register of deeds office.

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

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

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

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

ARTICLE IV

CITY OBLIGATIONS

SECTION 4.01 The CITY shall be responsible for the installation of Public Improvements including sidewalk, curb and gutter and final street paving, which will not be constructed earlier than one (1) winter season following substantial completion of the development project. The CITY will assess each property/lot owner the cost and expenses associated with these public improvements in accordance with CITY ordinances and state statutes, but, as pertaining to Development Phase I, not until at least eighty percent (80%) of the Development Improvements within Development Phase I have been constructed or January 1, 2018, whichever occurs first and as pertaining to Development Phase II and III, not until at least eighty percent (80%) of the Development Improvements have been constructed or January 1, 2022, whichever occurs first. **Notwithstanding the foregoing, with respect to the roadway improvement and construction as required at Exhibit D, DEVELOPER shall pay for the construction of said roadways and shall be reimbursed for all reasonable construction costs for said roadways by CITY within thirty (30) days of presenting the invoices for said construction to CITY provided Note to CITY is paid in full. Otherwise, CITY to reimburse costs to DEVELOPER as payments from Lot sales are received by CITY in accordance with SECTION 3.01.1. CITY to reimburse DEVELOPER within five days of receipt of said payments.**

SECTION 4.02 Provision of Tax Increment Financial Incentive. In order to induce DEVELOPER to undertake the DEVELOPMENT within TID #12, the DEVELOPER has requested and the CITY may be required to make available financial incentive to the DEVELOPER in a total amount not to exceed \$4 million, for the purpose of implementing the TID #12 Project Plan and this AGREEMENT (the "CITY Contribution"). The CITY Contribution is made pursuant to Sections 66.1105(2)(f)1 of the Wisconsin Statutes, and shall be made available in the amount as follows:

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

SECTION 4.02.2 CALCULATION OF FINANCIAL INCENTIVE

- PHASE I
 - 16% of the Actual Assessed Value (AAV) will be paid to the DEVELOPER for Completed Properties valued at \$170,000 or less.
 - 18% of the Actual Assessed Value (AAV) will be paid to the DEVELOPER for Completed Properties valued between \$170,000 and \$180,000.
 - 19% of the Actual Assessed Value (AAV) will be paid to the DEVELOPER for Completed Properties valued greater than \$180,000.

SECTION 4.02.3

- PHASE II and Phase III
 - 17% of the Actual Assessed Value (AAV) will be paid to the DEVELOPER for Completed Properties valued at \$160,000 or less.
 - 18% of the Actual Assessed Value (AAV) will be paid to the DEVELOPER for Completed Properties valued between \$160,000 and \$170,000.
 - 19% of the Actual Assessed Value (AAV) will be paid to the DEVELOPER for Completed Properties valued greater than 170,000.

SECTION 4.02.4

- PHASE IV
 - 10% of the Actual Assessed Value (AAV) will be paid to the DEVELOPER for Completed Properties.

SECTION 4.02.5 A total amount not to exceed \$4 million of AVAILABLE TAX INCREMENT may be distributed to the DEVELOPER according to the schedule set forth herein when and only when the threshold value of the Development Improvements reaches \$2.5 million. The threshold value will be the Actual Assessed Value of the project on January 1, 2013.

PAYMENT OF FINANCIAL INCENTIVE TO DEVELOPER

- For four years, beginning in 2014, or earlier commencing 2013 per Exhibit H if Thresholds are met, 25% of the Available Tax Increment attributable to the Development Improvements will be distributed to the

DEVELOPER payable on or before September 1 of each of the four years.

- Beginning in 2018 (based upon 2017 AAV and each year thereafter based upon the prior year AAV) or earlier commencing 2017 per Exhibit H if thresholds are met, until termination of the City contribution, 80% of the Available Tax Increment attributable to the Development Improvements will be distributed to the DEVELOPER payable on or before September 1 of each year.
- Escrow of 2013 Available Tax Increment. City shall escrow 25 % of any Available Tax Increment in 2013 (from 1/1/12 Assessment, paid in 2013) due to Development Improvements made on or before December 31, 2011. Said Escrow shall be distributed to DEVELOPER upon Developer attaining the AAV threshold no later than September 1, 2014 and shall be credited against the DEVELOPERS ACCUMULATED TAX INCREMENT.

SECTION 4.02.6 CONDITIONS TO PAYMENT OF CITY CONTRIBUTION/SHORTFALL PROTECTION. If DEVELOPER has not attained a threshold AAV value of \$2.5 million on January 1, 2013, the CITY may delay the commencement of payment of the Performance Incentive until the year following the attainment of a threshold AAV of \$2.5 million, said AAV being measured as of January 1 of any particular year.

SECTION 4.02.7 If on or before January 1, 2017, the DEVELOPER has not completed Phase I, the DEVELOPER shall be required to pay in full, monies owed to the CITY for the purchase of Lot 2 and Lot 4 (Phase II and Phase III).

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

SECTION 4.02.9 EXAMPLE OF FINANCIAL INCENTIVE. See Attached **EXHIBIT H**.

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

SECTION 4.04 CITY PERFORMANCE SUBJECT TO REQUIRED GOVERNMENT APPROVALS. The DEVELOPER acknowledges that various of the specific undertakings of the CITY described in this AGREEMENT require approvals from the City's Common Council and/or Planning Commission as well as from governmental bodies external to the CITY, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's obligations are conditioned upon the obtaining of all such approvals in the

manner required by law. The CITY cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain such approvals on a timely basis. DEVELOPER shall receive a reasonable extension on all time requirement deadlines set forth within this AGREEMENT due to approval delays by CITY.

SECTION 4.05 CITY REMOVAL OF SILOS. As and for additional consideration to DEVELOPER with respect to this AGREEMENT, CITY agrees that within one (1) year from the date of signing this AGREEMENT, CITY shall arrange for the removal of the two (2) silos within parcel Outlot 6 which lies adjacent to Lot 2 and Lot 4 (Phase II and III) ("Silo Parcel").

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

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

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

SECTION 5.02.1 The CITY, at its expense, causing Lot 1, Lot 2 and Lot 4 (for Phase I, II and III) to be split from Lot 2 of the Lake Park Villas subdivision and that part, if any, of Parcel #7-01722-00 comprising the Development Area via Certified Survey Map.

SECTION 5.02.2 As it relates to Phase IV, DEVELOPER is not required to DEVELOP Phase IV unless and until CITY arranges for DEVELOPER to acquire Lot 16 for not more than \$165,000. The parties acknowledge that CITY is not required to litigate in order to arrange for DEVELOPER to acquire Lot 16.

SECTION 5.02.3 Creation of a Mixed Use Tax Incremental Financing District – Proposed TID#12 for twenty (20) years in duration. The TID#12 further shall provide that if the CITY elects to close the TID prior to full payment of the Performance Incentive to DEVELOPER, the DEVELOPER shall continue to be paid all due and owing Performance Incentives in full in accordance with this Agreement.

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

SECTION 5.03.1 Financing Commitment. DEVELOPER shall obtain and provide to the CITY: (1) a written financial commitment from a conventional lender for Public and Private Infrastructure of Phase I of not less than \$950,000 (2) written construction contract to construct and finance the Development, (3) other written proof of financial resources to construct the Development, or (4) any combination thereof. Said documents shall be acceptable in all respects to the CITY, in the sole and absolute discretion of the CITY Comptroller or other agent for the CITY. DEVELOPER shall have closed the loan, which is the subject of

the financing commitment and in connection therewith, DEVELOPER shall have provided copies of the documents to be executed in connection with the construction loan to the CITY Comptroller. DEVELOPER shall provide to the CITY copies of all appraisals and market studies prepared in connection with the financial commitment.

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

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

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

SECTION 5.03.5 Within 120 days of the execution of this AGREEMENT, DEVELOPER will, at its own cost and expense, prepare and file with the appropriate City offices, a Preliminary Plat pursuant to Sec. 14-1-4 of the City of Menasha Code of Ordinances.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

SECTION 6.01.4 DEVELOPER will permit representatives of CITY (including legal counsel, accountants, inspectors and consultants) to have full access at all reasonable

times, and in a manner so as not to interfere with the normal business operations of DEVELOPER, to all premises, properties, personnel, books, records (including tax records), contracts, and documents of or pertaining to DEVELOPER's business.

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

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

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

SECTION 6.01.8 The execution and delivery of this AGREEMENT, the consummation of the transactions contemplated in this AGREEMENT, and the execution and delivery of the documents required to be executed, delivered or acknowledged by DEVELOPER at the closing will not violate any provision of DEVELOPER's articles or bylaws or any applicable statute, rule, regulation, judgment, order or decree of the state of Wisconsin or a court having jurisdiction over DEVELOPER or its properties.

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

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

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

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

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

ARTICLE VII

POST-CLOSING OBLIGATIONS OF DEVELOPER

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

SECTION 7.02 Public Infrastructure. DEVELOPER shall in connection with and during

the construction of the Development Area undertake at its expense, design and construction of Public Infrastructure in accordance with City of Menasha specifications as furnished to the DEVELOPER by the Menasha Department of Public Works. The Public Infrastructure shall be undertaken consistent with the overall schedule of construction for the Phase I and shall be completed upon substantial completion of said Phase I. The Public Infrastructure shall be funded solely by the DEVELOPER. DEVELOPER agrees to provide either an Irrevocable Letter of Credit in favor of CITY or an escrow or other restricted account to be maintained, acceptable to the CITY, in an amount sufficient to cover all expenses associated with the construction of public infrastructure. DEVELOPER shall be responsible to ensure that Contractors installing such infrastructure comply with and pay prevailing wage rates as set forth by the Wisconsin Department of Workforce Development.

SECTION 7.03 DEVELOPER pledges that it shall complete the construction of the Public Infrastructure shown on Exhibit A / Phase I on or before December 31, 2018. In the event the public infrastructure has not been completed by that date, the parties may either agree to an extension, or the CITY may complete the public infrastructure and assess the costs of the public infrastructure against those portions of the Development Area that are benefitted.

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

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

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

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

SECTION 7.08 DEVELOPER will initiate construction of at least ten (10) homes no later than December 1, 2011 in Phase I with an expected completion date of December 31, 2012. Projected completion dates are estimated to be January 1, 2017 for Phase I and January 1, 2022 for Phase II and III.

SECTION 7.09 Standards of Construction. DEVELOPER shall see to it that all infrastructure and improvements are constructed in a good and workmanlike manner and consistent with prevailing industry standards for high quality construction in the area of the

CITY. DEVELOPER shall perform all work in compliance with applicable laws, regulations, ordinances and permits and DEVELOPER shall at its own cost and expense obtain all necessary permits and licenses for such development.

SECTION 7.10 If the DEVELOPER has not completed improvements on at least 75 % of the lots in Phase I by January 1, 2017, the CITY shall have the option to repurchase Lot 2 and/or Lot 4 (Phase II and Phase III) for an amount of \$17,000 per acre.

ARTICLE VIII

BUDGET AND BUDGET RECONCILIATION; FINANCIAL REPORTS

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

ARTICLE IX

ASSIGNMENT

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

ARTICLE X

INDEMNITY

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

ARTICLE XI

NOTICES

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

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

With a copy to: Attorney Paul P. Umentum
Umentum & Kimps, S.C.
P.O. Box 1115
Green Bay, WI 54305-1115

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

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

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

ARTICLE XII

NONDISCRIMINATION

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

ARTICLE XIII

MISCELLANEOUS PROVISIONS

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

County.

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

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

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

SECTION 13.05 NO SUBORDINATION. Other than as specifically set forth in this Agreement, the CITY shall not subordinate any interest it has in this AGREEMENT for any reason, unless it is determined to be in the best interests of the CITY.

SECTION 13.06 MEDIATION OF DISPUTES REQUIRED. Except as expressly provided herein, prior to litigation and as a condition precedent to bringing litigation, any party deeming itself aggrieved under this AGREEMENT shall be obligated to request nonbinding mediation of this dispute. Mediation shall proceed before a single mediator. In the event the parties cannot agree, the aggrieved party may then commence an action. However, the parties will be bound to agree to alternative dispute resolution as ordered by the Court.

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

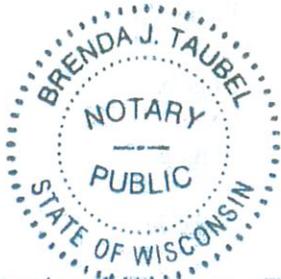
SECTION 13.08 COUNTERPARTS. This AGREEMENT may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

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

STATE OF WISCONSIN)
) ss.
COUNTY OF WINNEBAGO)

Personally came before me this 7th day of September, 2011, the above named Donald Merkes, Mayor, and Deborah A. Galeazzi, City Clerk, of the City of Menasha, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and the purposes therein intended.



Brenda J. Taubel
Notary Public, State of Wisconsin
My Commission: expires 03-25-2012

Countersigned pursuant to §62.09(10) Wis. Stats.

Thomas Stoffel
City Comptroller

APPROVED AS TO FORM:

Pamela A. Captain
Pamela A. Captain, City Attorney

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EXHIBITS

EXHIBIT A - Concept Plan with Description of Phase I, Phase II and Phase III.... Page 2, 14

EXHIBIT B - Developer Costs / BudgetPage 3, 15

EXHIBIT C - Phase IV Plan.....Page 3

EXHIBIT D – Roadway Access / Construction.....Page 4, 8

EXHIBIT E CSM for Lot 1.....Page 3

EXHIBIT F CSM for Lot 2.....Page 3

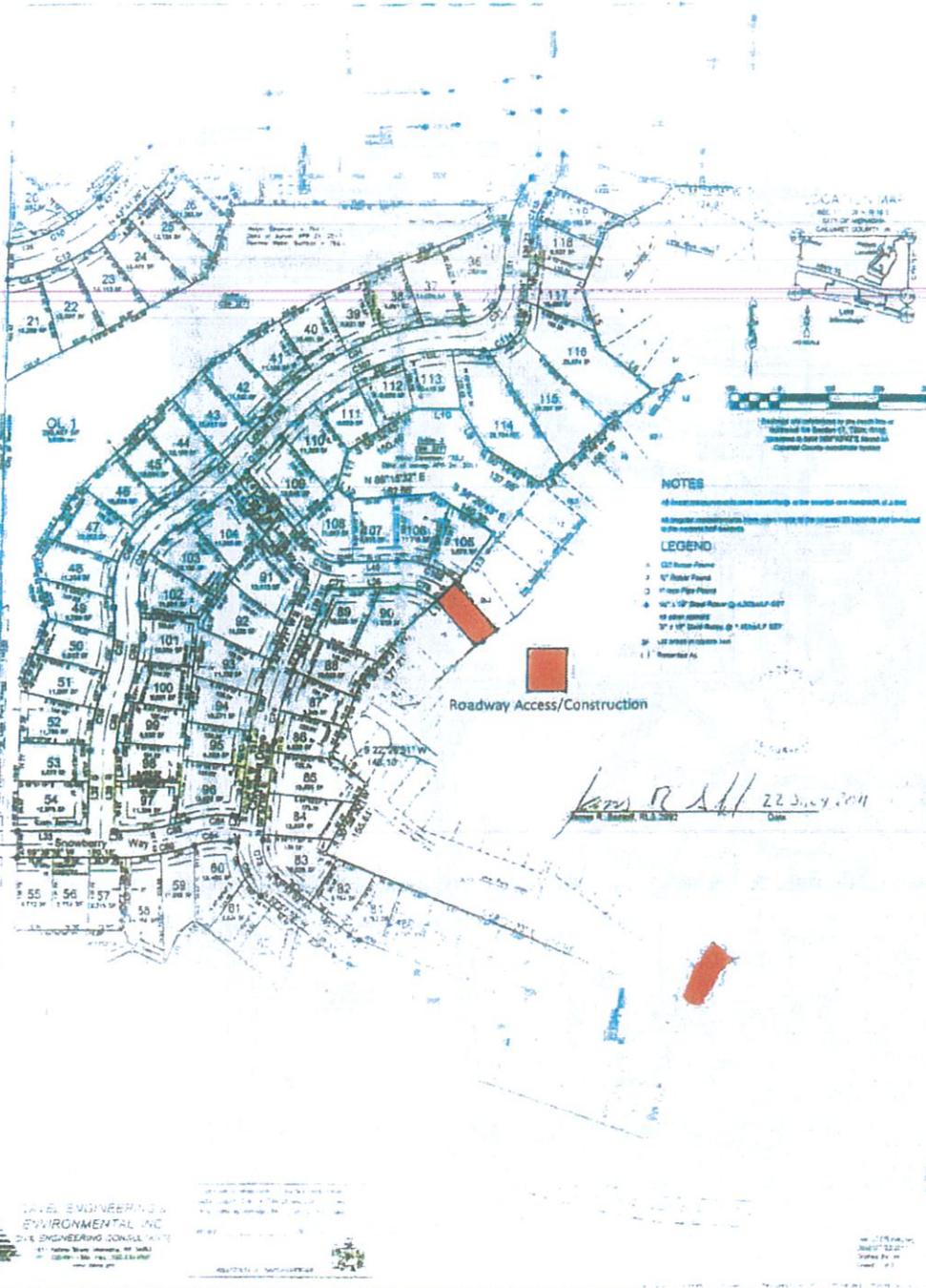
EXHIBIT G CSM for Lot 4.....Page 3

EXHIBIT H Example of earned Financial Incentive and Payment of Financial Incentive ...Page 9, 10

City of Menasha
 "THE PONDS"- PUBLIC IMPROVEMENTS
 74 Lot Development

Item	Unit	Quantity	Unit Price	Total Cost
SANITARY SEWER				
10" PVC Sanitary Sewer	LF	703	\$ 24.00	\$ 16,872.00
8" PVC Sanitary Sewer	LF	3,293	\$ 20.00	\$ 65,860.00
48" Sanitary Manhole	VF	263	\$ 140.00	\$ 36,848.00
Outside Drop Manhole	VF	21	\$ 200.00	\$ 4,202.00
Manhole Casting (NF R-1550-A)	EACH	19	\$ 550.00	\$ 10,450.00
Manhole Rim Adjustment	EACH	1	\$ 500.00	\$ 500.00
4" PVC Sanitary Lateral	LF	3,273	\$ 10.00	\$ 32,730.00
4" Sanitary Riser	VF	243	\$ 25.00	\$ 6,075.00
TOTAL SANITARY SEWER				\$ 173,537.00
WATERMAIN				
16" PVC Watermain	LF	420	\$ 34.00	\$ 14,280.00
8" PVC Watermain	LF	3,657	\$ 20.00	\$ 73,140.00
Hydrants	EACH	10	\$ 2,600.00	\$ 26,000.00
8" Hydrant Lead	LF	80	\$ 22.00	\$ 1,740.00
Water Lateral - 1 1/4 Inch	LF	3,160	\$ 9.00	\$ 28,440.00
Service Lateral Connections	EACH	75	\$ 275.00	\$ 20,625.00
10" Gate Valve and Valve Box	EACH	1	\$ 2,100.00	\$ 2,100.00
8" Gate Valve and Valve Box	EACH	13	\$ 1,450.00	\$ 18,850.00
6" Gate Valve and Valve Box	EACH	8	\$ 1,050.00	\$ 8,400.00
TOTAL WATER MAIN				\$ 197,584.00
STORM SEWER				
8" HDPE Storm Sewer	LF	561	\$ 15.80	\$ 8,875.80
10" HDPE Storm Sewer	LF	409	\$ 16.00	\$ 6,544.00
12" HDPE Storm Sewer	LF	1,111	\$ 17.00	\$ 18,887.00
15" HDPE Storm Sewer	LF	489	\$ 18.00	\$ 8,802.00
18" HDPE Storm Sewer	LF	655	\$ 20.00	\$ 13,100.00
27" HDPE Storm Sewer	LF	213	\$ 29.00	\$ 6,322.00
36" HDPE Storm Sewer	LF	417	\$ 35.00	\$ 14,595.00
42" HDPE Storm Sewer	LF	424	\$ 45.00	\$ 19,080.00
48" HDPE Storm Sewer	LF	35	\$ 35.00	\$ 1,225.00
4" PVC Storm Lateral	LF	1,498	\$ 11.00	\$ 16,478.00
96" Storm Manhole	VF	6	\$ 470.00	\$ 2,820.00
84" Storm Manhole	VF	38	\$ 470.00	\$ 17,860.00
60" Storm Inlet/Manhole	VF	9	\$ 295.00	\$ 2,655.00
60" Storm Manhole	VF	21	\$ 350.00	\$ 7,350.00
48" Storm Manhole	VF	75	\$ 210.00	\$ 15,750.00
2x3 Curb Inlet with Casting (B-3290-A)	EACH	22	\$ 1,250.00	\$ 27,500.00
24" ID Yard Drain with Castings	EACH	6	\$ 1,050.00	\$ 6,300.00
Manhole Casting (NF R-3550)	EACH	20	\$ 300.00	\$ 6,000.00
Inlet Casting (NF R-3448-C)	EACH	1	\$ 700.00	\$ 700.00
12" Precast End Sections	EACH	1	\$ 900.00	\$ 900.00
36" Precast End Sections	EACH	1	\$ 1,800.00	\$ 1,800.00
42" Precast End Sections	EACH	1	\$ 1,900.00	\$ 1,900.00
48" Precast End Sections	EACH	1	\$ 2,100.00	\$ 2,100.00
Relocate Inlet, (For Tail Lane, Sta. 6+83)	EACH	1	\$ 878.15	\$ 878.15
Remove Inlet, (For Tail Lane, Sta. 6+75)	EACH	1	\$ 300.00	\$ 300.00
Manhole Adjustments	EACH	1	\$ 500.00	\$ 500.00
TOTAL STORM SEWER				\$ 208,679.00
STREET CONSTRUCTION/EXCAVATION				
2" Asphalt Binder	SY	11,000	\$ 6.00	\$ 66,000.00
C&G	TON	5,943	\$ 8.80	\$ 52,298.40
Unclassified Excavation	CY	5,479	\$ 3.00	\$ 16,437.00
Roadway/Pavement Removal	LS	1	\$ 1,000.00	\$ 1,000.00
Borrow Excavation	CY	1,850	\$ 6.25	\$ 11,562.50
Temporary Tracking Pad	EACH	1	\$ 453.40	\$ 453.40
TOTAL STREET CONSTRUCTION/EXCAVATION				\$ 182,951.30
MISCELLANEOUS ITEMS				
Streetscape Type II Ornamental Lighting	EACH	1	\$ 20,000.00	\$ 20,000.00
TOTAL MISCELLANEOUS ITEMS				\$ 20,000.00
GRADING/STORMWATER				
Seed/Fertilizer/Mulch Terraces	SY	19,526	\$ 0.38	\$ 7,330.00
Temporary Seeding	SY	5,400	\$ 0.25	\$ 1,350.00
Fine Grading	SY	38,202	\$ 0.53	\$ 20,111.10
Stripping Topsoil	SY	21,000	\$ 0.60	\$ 12,600.00
Silt Fence	LF	1,690	\$ 0.90	\$ 1,521.00
Drainage Swale Construction	LF	955	\$ 2.50	\$ 2,387.50
Lot Line Swale Construction	LF	430	\$ 2.75	\$ 1,182.50
Storm Ditch Liner	SY	420	\$ 12.00	\$ 5,040.00
North West Pond Outlet Channel	LS	1	\$ 4,000.00	\$ 4,000.00
Fill/Grade East of Lots 11B-12D	LS	1	\$ 1,500.00	\$ 1,500.00
Move Soil Pile, Sta. 7+50, Lotus Trail	LS	1	\$ 2,500.00	\$ 2,500.00
Ditch Checks	EACH	10	\$ 10.00	\$ 100.00
TOTAL GRADING AND STORM WATER				\$ 61,198.70
SUBTOTAL CONSTRUCTION				\$ 844,150.00
Contingency - (5%)		1	5%	\$ 42,207.50
Engineering and Design Fee	EACH	1	\$ 75,000.00	\$ 75,000.00
State of Wisconsin Plat Review	EACH	1	\$ 3,200.00	\$ 3,200.00
Outagamie County Preliminary Review Plat Review	EACH	1	\$ 2,225.00	\$ 2,225.00
Outagamie County Final Plat Review	EACH	1	\$ 4,842.00	\$ 4,842.00
Electric/Gas/Telephone/Cable	EACH	74	\$ 1,000.00	\$ 74,000.00
GC Site/Administration Fee	EACH	74	\$ 2,500.00	\$ 185,000.00
SUBTOTAL				\$ 1,230,124.50
TOTAL - PROJECT				\$ 1,230,124.50
PER RUNNING FOOT PRICE	LF	4,006		\$ 307.07
PER LOT COST	EACH	74		\$ 16,623.30

The Ponds of Menasha

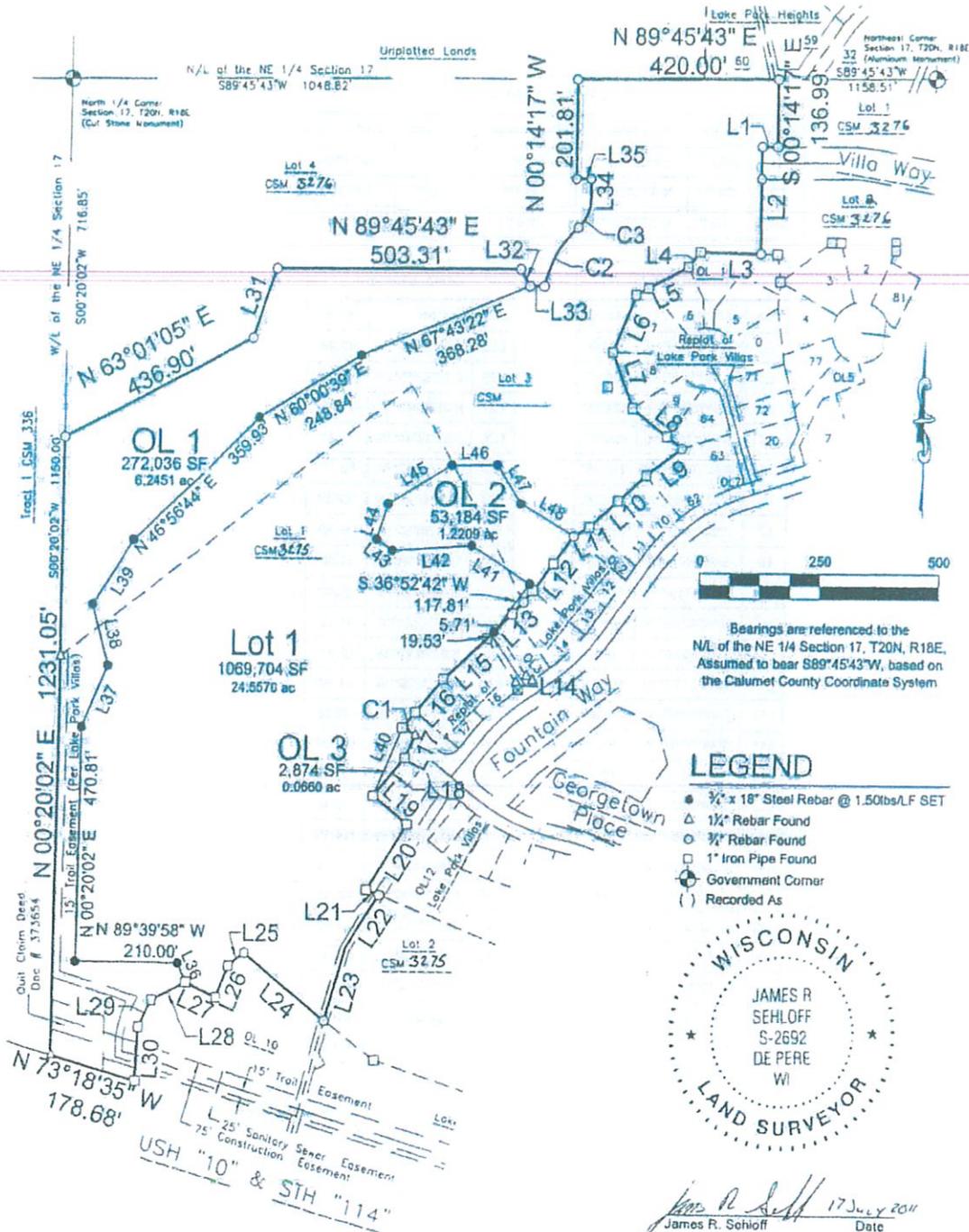




Stock No. 26273

Certified Survey Map No. 3277

All of Lot 1 CSM 3275 and all of Lot 3 CSM 3276 being part of the Northwest 1/4 of the Northeast 1/4, part of the Northeast 1/4 of the Northeast 1/4 and part of the Southwest 1/4 of the Northeast 1/4 all located in Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin.



Davel Engineering & Environmental, Inc.
 Civil Engineers and Land Surveyors
 1811 Racine Street
 Menasha, Wisconsin
 Ph. 920-891-1868, Fax 920-830-9595

Survey for:
 City of Menasha
 140 Main Street
 Menasha, WI 54952

File: 3754CSM3.dwg
 Date: 06/22/2011
 Drafted By: jim
 Sheet: 1 of 4



Certified Survey Map No. 3277

CURVE TABLE					
Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle
C1	475.01'	S 62°39'50" E	30.05'	30.05'	3°37'28"
C2	225.00'	N 30°38'15" E	136.79'	138.99'	35°23'32"
C3	75.00'	N 24°03'35" E	61.67'	63.55'	48°32'53"

LINE TABLE		
Line	Bearing	Length
L1	S 89°47'09" W	32.09'
L2	S 00°14'17" E	216.47'
L3	N 88°25'05" W	124.91'
L4	S 39°37'03" W	38.64'
L5	S 62°31'01" W	121.55'
L6	S 22°23'46" W	122.38'
L7	S 21°15'10" E	119.30'
L8	S 52°55'13" E	130.51'
L9	S 62°57'34" W	89.97'
L10	S 48°48'52" W	158.18'
L11	S 61°00'20" W	37.52'
L12	S 37°51'25" W	166.74'
L13	S 45°53'19" W	77.83'
L14	S 46°37'51" W	25.23'
L15	S 48°22'44" W	119.31'
L16	S 39°52'31" W	127.21'
L17	S 23°59'57" W	50.23'
L18	S 39°08'03" W	99.52'
L19	S 50°51'57" E	90.57'
L20	S 30°56'30" W	155.61'
L21	S 68°31'23" E	27.26'
L22	S 32°18'56" W	126.12'
L23	S 15°56'13" W	147.71'
L24	N 52°57'01" W	218.85'

LINE TABLE		
Line	Bearing	Length
L25	S 52°52'40" W	42.99'
L26	S 22°38'13" W	67.40'
L27	N 65°57'47" W	71.98'
L28	S 63°14'44" W	78.77'
L29	S 27°00'47" W	60.11'
L30	S 02°14'47" W	109.49'
L31	N 20°07'22" E	145.82'
L32	S 29°41'49" E	38.00'
L33	N 89°45'43" E	27.82'
L34	N 00°12'51" W	41.16'
L35	S 89°47'09" W	30.33'
L36	N 24°12'22" W	41.46'
L37	N 22°41'53" E	132.95'
L38	N 14°48'40" W	122.08'
L39	N 32°11'19" E	151.19'
L40	N 22°26'51" E	148.10'
L41	N 58°20'43" W	154.19'
L42	S 86°15'32" W	162.66'
L43	N 54°35'39" W	38.33'
L44	N 17°12'31" E	73.95'
L45	N 58°32'45" E	160.46'
L46	N 89°23'40" E	93.52'
L47	S 32°32'12" E	91.55'
L48	S 60°14'47" E	127.95'

James R. Sehloff
 James R. Sehloff Registered Land Surveyor No. S-2692 Date 17 July 2011



File: 3754CSM3.dwg
 Date: 06/10/2011
 Drafted By: katie
 Sheet: 2 of 4



Stock No. 26273

Certified Survey Map No. 3277

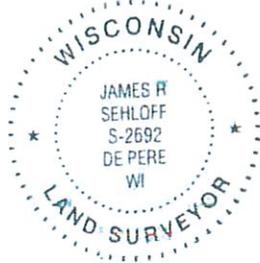
Surveyor's Certificate

I, James R. Sehloff, registered land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Menasha and Calumet County, and under the direction of City of Menasha and Waverly Sanitary District, the property owners of said land, I have surveyed divided and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is all of Lot 1 CSM 3275 and all of Lot 3 CSM 3276 being part of the Northwest 1/4 of the Northeast 1/4, part of the Northeast 1/4 of the Northeast 1/4 and part of the Southwest 1/4 of the Northeast 1/4 all located in Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin, containing 1,679,988 Square Feet (38.5672 Acres) of land described as follows:

Commencing at the Northeast 1/4 corner of Section 17; thence along the North line of the Northeast 1/4 of said Section 17, S89°45'43"W, 1158.51 feet to the point of beginning; thence along the West line of Lot 1 CSM 3276, S00°14'17"E, 136.99 feet to the North right of way line of Villa Way; thence along said North line S89°47'09"W, 32.09 feet to the Northwest corner of said Villa Way; thence along the westerly line of Villa Way and the extension thereof, S00°14'17"E, 215.47 feet to a point on the North line of Outlot 1 of the Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 4-5, Outlots 8-9 and Outlot 24 of Lake Park Villas (hereafter referred to as Replat of Lake Park Villas); thence along the North line of said Outlot 1, N88°25'05"W, 124.91 feet to a point on the said North line of Outlot 1; thence continuing along said North line of Outlot 1; S39°37'03"W, 38.64 feet to the Northerly corner of Lot 6 of said Replat of Lake Park Villas; thence along the Northwesterly line of said Lot 6 and the extension thereof; S62°31'01"W, 121.55 feet to a point on the Northwesterly line of Lot 7 of said Replat of Lake Park Villas; thence along the said Northwesterly line S22°23'46"W, 122.36 feet to the Northwest corner of Lot 8 of said Replat of Lake Park Villas; thence along the West line of said Lot 8, S21°15'10"E, 119.30 feet to the Northwest Corner of Lot 9 of said Replat of Lake Park Villas; thence along the Southwesterly line of Lot 9 and the extension thereof S52°55'13"E, 130.51 feet to the Southwest corner of Lot 64 of said Lake Park Villas; thence along the Northwesterly line of Lot 62 of said Lake Park Villas, S52°57'34"W, 89.97 feet to the Northerly Corner of Lot 10 of said Replat of Lake Park Villas; thence along the Northwesterly line of said Lot 10 and the extension thereof, S48°48'52"W, 158.18 feet to the Northerly corner of Outlot 2 of said Replat of Lake Park Villas; thence along the West line of said Outlot 2, S61°00'20"W, 37.52 feet to the Northerly corner of Lot 12 of said Replat of Lake Park Villas; thence along the West line of Lot 12 and the extension thereof, S37°51'25"W, 165.74 feet to a point on the Northwesterly line of Lot 14 of said Replat of Lake Park Villas; thence continuing along said West line and the extension thereof, S45°53'19"W, 77.83 feet to the Westerly corner of Outlot 3 of said Replat of Lake Park Villas; thence S46°37'51"W, 25.23 to the North Corner of Lot 16 of said Replat of Lake Park Villas; thence along the West line of said lot 16, S48°22'44"W, 119.31 feet to the North corner of Lot 17 of the Replat of Lake Park Villas; thence along the West line of said Lot 17 and the extension thereof, S39°52'31"W, 127.21 feet, to the West line of Outlot 4 of said Replat of Lake Park Villas; thence along the Southwest line of said Outlot 4, 30.05 feet along the arc of a curve to the right with a radius of 475.01 feet and a chord of 30.05 feet which bears S62°39'50"E to the West line of Georgetown Place; thence along said West line of right of way line, S23°59'57"W, 50.23 feet to the Northwest corner of Lot 54 of Lake Park Villas; thence along the West line of said Lot 54, S39°08'03"W, 99.52 feet to the Southwest corner of said Lot 54; thence along the South line of said Lot 54 and the extension thereof, S50°51'57"E, 90.57 feet to a point on the West line of Outlot 12 of said Lake Park Villas; thence along said West line, S30°56'30"W, 155.61 feet to the Southwest corner of said Outlot 12; thence along the South line of said Outlot 12, S68°31'23"E, 27.26 feet to the West line of Lot 2, CSM 3275; thence continuing along said West line S32°18'56"W, 126.12 feet; thence continuing along said West line S15°56'13"W, 147.71 feet to the North line of Outlot 10 of said Lake Park Villas; thence along said North line, N52°57'01"W, 218.85 feet to a corner on the Northerly line of Outlot 10 of said Lake Park Villas; thence along the West line of said Lot 10, S52°52'40"W, 42.99 feet; thence continuing along said West line, S22°38'13"W, 67.40 feet; thence continuing along said West line, N65°57'47"W, 71.94 feet; thence continuing along said West line; S63°14'44"W, 78.77 feet; thence continuing along said West line, S27°00'47"W, 60.11 feet; thence continuing along said West line, S02°14'47"W, 109.49 feet to a point on the Northerly right of way line of U.S.H. "10" & S.T.H. "114"; thence along said Northerly right of way line, N73°18'35"W, 178.68 feet to said West line of the Northeast 1/4; thence along said West line, N00°20'02"E, 1231.05 feet to the Southerly line of Lot 4 of said CSM 3276; thence along said South line; N63°01'05"E, 436.90 feet; thence continuing along said Southerly line, N20°07'22"E, 145.82 feet; thence continuing along said Southerly line, N89°45'43"E, 503.31 feet; thence continuing along said Southerly line, S29°41'49"E, 38.00 feet; thence continuing along said Southerly line, N89°45'43"E, 27.82 feet to the Southeast Corner of Said Lot 4 of CSM 3276; thence along said Easterly line of said Lot 4, 138.99 feet along the arc of a curve to the right with a radius of 225.00 feet and a chord of 136.79 feet which bears N30°38'15"E; thence continuing along said Easterly line, 63.55 feet along the arc of a curve to the left with a radius of 75.00 feet and a chord of 61.67 feet which bears N24°03'35"E; thence continuing along said Easterly line, N00°12'51"W, 41.16 feet; thence continuing along said Easterly line, S89°47'09"W, 30.33 feet; thence continuing along said Easterly line, N00°14'17"W, 201.81 feet to said North line of the Northeast 1/4; thence along said North line N89°45'43"E, 420.00 feet to the point of beginning, subject to all easements, and restrictions of record.

Given under my hand this 17 day of July, 2011

James R. Sehloff
James R. Sehloff, Wisconsin Registered Land Surveyor No. S-2692



File: 3754CSM3.dwg
Date: 07/18/2011
Drafted By: jrm
Sheet: 3 of 4



Stock No: 26273

Certified Survey Map No. 3277

Treasurers' Certificate

We, being the duly elected, qualified and acting Treasurers' of the City of Menasha and Calumet County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this certified survey map.

<u>Thomas Stoffel</u> City Treasurer	<u>7/19/11</u> Date
<u>Michael Schlaack</u> County Treasurer	<u>7-21-11</u> Date

Common Council Resolution

Resolved, this minor subdivision in the City of Menasha is hereby approved by the Common Council on

this 5th day of July, 2011.

<u>[Signature]</u> Mayor	<u>19 July 2011</u> Date
<u>Deborah A. Galleggi</u> Clerk	<u>7/19/11</u> Date

This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

the property owners of record:	Recording Information:
City of Menasha	Doc # 295197
	Doc # 295198
Waverly Sanitary District	Doc # 373654

Document #: 466103



Register of Deeds
Calumet County, WI

Received for Record
Date: 7/21/11 8:27
Vol: 0026 Page: 73
Tamara Alfari

PA 20-2



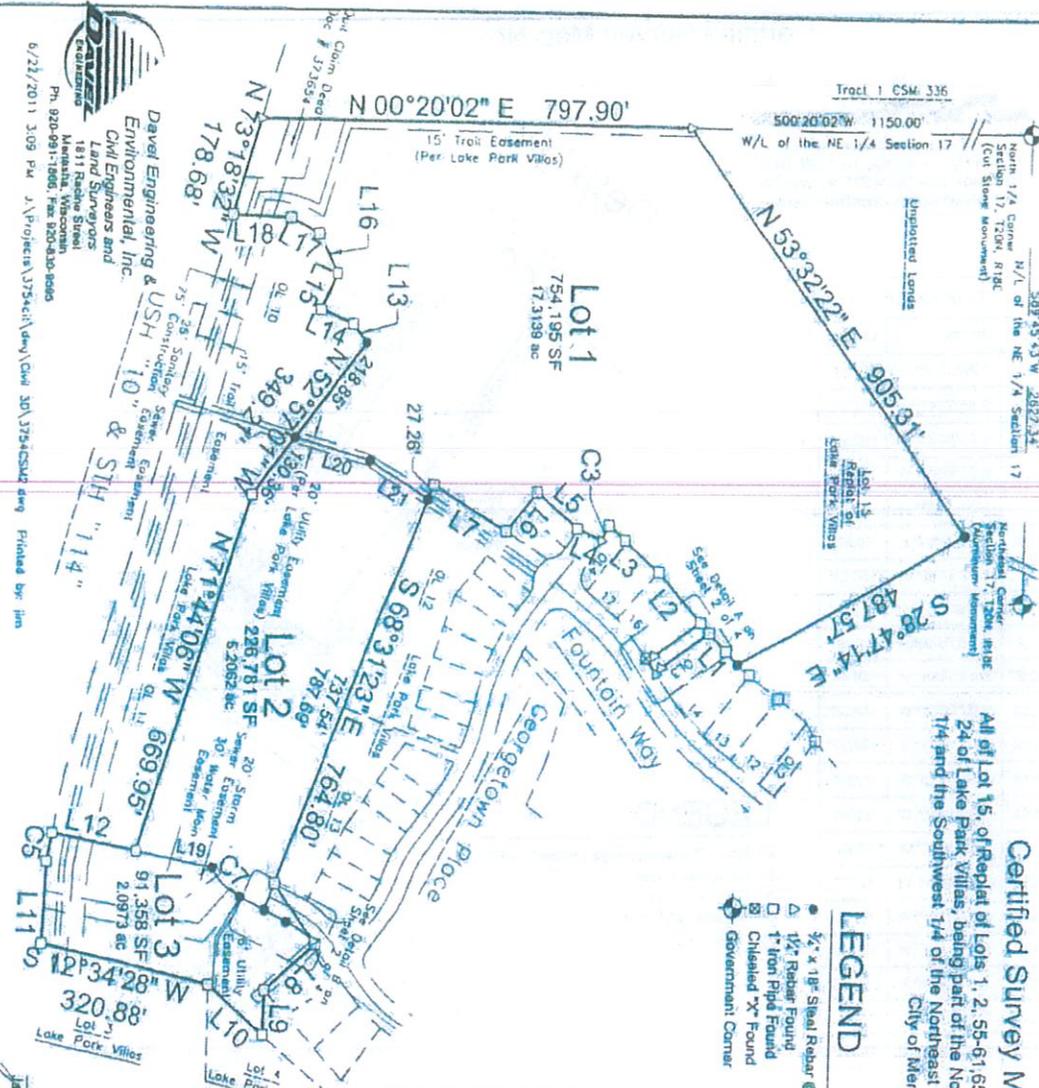
James R. Sehloff 17 July 2011
James R. Sehloff Registered Land Surveyor No. S-2692 Date

File: 3754CSM3.dwg
Date: 06/22/2011
Drafted By: jim
Sheet: 4 of 4

FORM NO. 985-A



Stock No. 26273



Certified Survey Map No. 3275

All of Lot 15, of Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 8-9 and Outlot 24 of Lake Park Villas, being part of the Northwest 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 all being part of Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin.

- LEGEND**
- 3/4" x 1/8" Steel Rebar @ 1.5000' F SET
 - △ 1/2" Rebar Found
 - 1" Iron Pipe Found
 - ⊗ Chiseled "X" Found
 - ⊕ Government Corner



Bearings are referenced to the N/L of the NE 1/4 Section 17, T20N, R18E. Assumed to bear S89°45'43"W, based on the Calumet County Coordinate System.

CURVE TABLE

Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle
C1	25.00'	S 52°53'04" E	14.87'	15.09'	34.3530°
C2	25.00'	N 17°26'27" W	15.57'	15.83'	36°17'42"
C3	475.00'	S 62°39'51" E	30.05'	30.05'	3°37'30"
C4	24.00'	N 51°34'27" E	6.93'	6.95'	16°35'53"
C5	3712.20'	N 78°19'17" W	51.89'	51.89'	0°48'03"
C6	200.00'	N 34°36'35" E	80.26'	80.49'	17°19'49"
C7	125.00'	N 43°17'22" E	74.53'	75.68'	34°41'23"



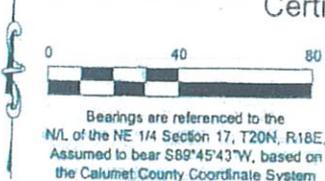
James R. Senhoff
James R. Senhoff R.L.S. 2652
Date: 17 July 2011

Survey for:
City of Menasha
140 Main Street
Menasha, WI 54952
File: 3754CSM2.dwg
Date: 06/22/2011
Drawn By: jh
Sheet: 1 of 4

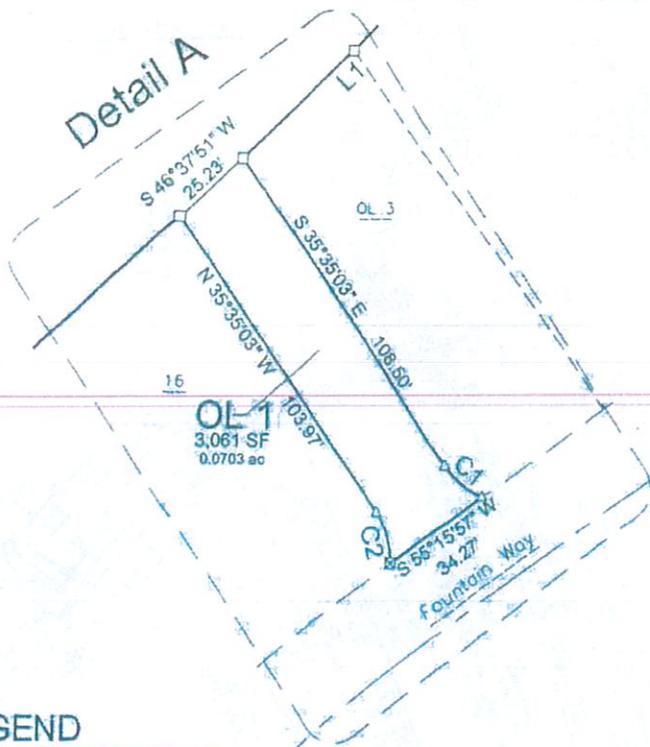


Davey Engineering & Environmental, Inc.
Civil Engineers and Surveyors
1811 Racine Street
Menasha, Wisconsin
Ph. 920-991-1000, Fax 920-991-0000
6/21/2011 3:09 PM J:\Projects\3754\Draw\Civil 3D\3754CSM2.dwg Printed by jh

Certified Survey Map No. 3275

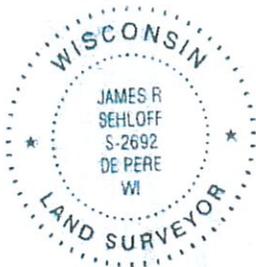
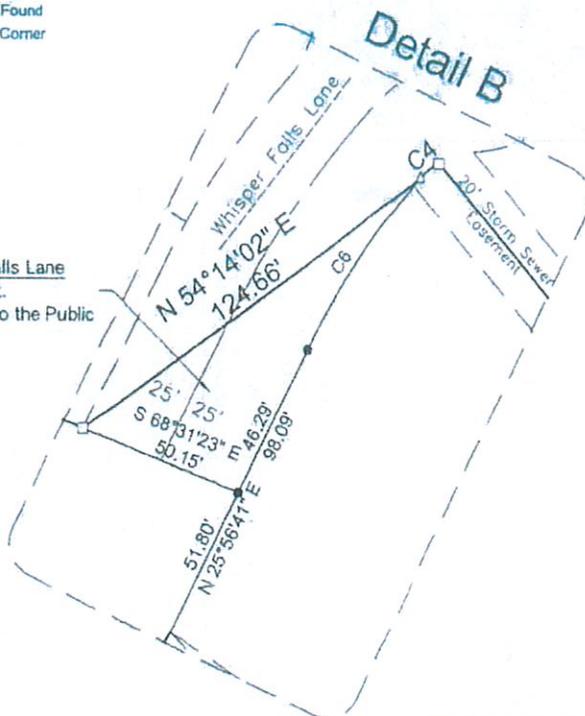


LINE TABLE		
Line	Bearing	Length
L1	S 45°53'19" W	77.83'
L2	S 48°22'44" W	119.31'
L3	S 98°52'36" W	127.21'
L4	S 23°59'57" W	50.23'
L5	S 39°08'03" W	99.52'
L6	S 50°51'57" E	90.57'
L7	S 30°56'30" W	155.61'
L8	S 41°42'52" E	124.11'
L9	S 86°58'18" E	80.39'
L10	S 40°18'04" W	138.44'
L11	N 87°05'30" W	144.95'
L12	N 11°45'09" E	154.87'
L13	S 52°52'40" W	42.99'
L14	S 22°38'13" W	67.40'
L15	N 65°57'47" W	71.94'
L16	S 63°14'44" W	78.77'
L17	S 27°00'47" W	80.11'
L18	S 02°14'47" W	109.49'
L19	N 10°20'14" E	150.35'
L20	S 15°41'47" W	145.63'
L21	S 32°18'56" W	128.29'



LEGEND

- 3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
- △ 1 1/2" Rebar Found
- 1" Iron Pipe Found
- ⊗ Chiseled "X" Found
- ⊙ Government Corner



James R. Sehloff
 James R. Sehloff RLS 2692
 Date: 17 July 2011

Davel Engineering & Environmental, Inc.
 Civil Engineers and Land Surveyors
 1811 Racine Street
 Menasha, Wisconsin
 Ph. 920-991-1866, Fax 920-630-9595

File: 3754CSM2.dwg
 Date: 06/22/2011
 Drafted By: jim
 Sheet: 2 of 4



Stock No. 26273

Certified Survey Map No. 3275

Surveyor's Certificate

I, James R. Sehloff, registered land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Menasha and Calumet County, and under the direction of City of Menasha and Waverly Sanitary District, the property owners of said land, I have surveyed divided and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is all of Lot 15, of Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 4-5, Outlots 8-9 and Outlot 24 of Lake Park Villas (hereafter referred to as Replat of Lake Park Villas), being part of the Northwest 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 all being part of Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin containing 1,077,723 Square Feet (24,7441 Acres) of land described as follows:

Commencing at the Northeast corner of Section 17; thence along the North line of the Northeast 1/4 of said Section 17, S89°45'43"W, 2627.34 feet to the North 1/4 corner of said Section 17; thence along the West line of said Northeast 1/4, S00°20'02"W, 1160.00 feet to the point of beginning; thence along said Southerly line of Lot 1 of said Replat of Lake Park Villas, N53°32'22"E, 905.31 feet; thence continuing along said Southerly line, S28°47'14"E, 487.57 feet to a point on the West line of Lot 14 of said Replat of Lake Park Villas; thence along said West line and the extension thereof, S45°53'19"W, 77.83 feet to the Southwest corner of Outlot 3 of said Replat of Lake Park Villas; thence along the Southwest line of said Outlot 3, S35°35'03"E, 108.50 feet; thence continuing along said Southwest line, 15.09 feet along the arc of a curve to the left with a radius of 25.00 feet and a chord of 14.87 feet which bears S52°53'04"E to the Westerly right of way of Fountain Way; thence along said Westerly right of way line, S55°15'57"W, 34.27 feet to the East Corner of Lot 16 of said Replat of Lake Park Villas; thence along said Northeast line of said Lot 16, 15.83 feet along the arc of a curve to the left with a radius of 25.00 feet and a chord of 15.57 feet which bears N17°26'27"W; thence continuing along said Northeasterly line, N35°35'03"W, 103.97 feet to the North corner of said Lot 16; thence along the Westerly line of said Lot 16, S48°22'44"W, 119.31 feet to the North corner of Lot 17 of the Replat of Lake Park Villas; thence along the West line of said Lot 17 and the extension thereof, S39°52'36"W, 127.21 feet; to the Westerly corner of Outlot 4 of said Replat of Lake Park Villas; thence along the Southwest line of said Outlot 4, 30.05 feet along the arc of a curve to the right with a radius of 475.00 feet and a chord of 30.05 feet which bears S62°39'51"E to the Westerly right of way of Georgetown Place; thence along said Westerly right of way line, S23°59'57"W, 50.23 feet to the Northwest corner of Lot 54 of Lake Park Villas; thence along the West line of said Lot 54, S39°08'03"W, 99.52 feet to the Southwest corner of said Lot 54; thence along the South line of said Lot 54 and the extension thereof, S50°51'57"E, 90.57 feet to a point on the West line of Outlot 12 of said Lake Park Villas; thence along said West line, S30°56'30"W, 155.61 feet to the Southwest corner of said Outlot 12; thence along the South line of said Outlot 12 and the extension thereof, S68°31'23"E, 764.80 feet to the Southeast corner of Outlot 13 of said Lake Park Villas; thence along the Southerly right of way line of Whisper Falls Lane, N54°14'02"E, 124.66 feet; thence continuing along said Southerly right of way line 6.95 feet along the arc of a curve to the right with a radius of 24.00 feet and a chord of 6.93 feet which bears N51°34'27"E to the West corner of Lot 38 of said Lake Park Villas; thence along the South line of said Lot 38, S41°42'52"E, 124.11 feet to the Southwest corner of Outlot 14 of said Lake Park Villas; thence along the South line of said Outlot 14, S88°58'16"E, 80.39 feet to a point on the West line of Lot 4 of said Lake Park Villas; thence along said West line, S40°18'04"W, 138.44 feet; thence continuing along the said West line, S12°34'28"W, 320.88 feet to the Northerly right of way line of U.S.H. "10" & S.T.H. "114"; thence along said Northerly right of way line, N87°05'30"W, 144.95 feet; thence continuing along said Northerly right of way line, 51.89 feet along the arc of a curve to the left with a radius of 3712.20 feet and a chord of 51.89 feet which bears N79°19'17"W to the Southeast corner of Outlot 11 of said Lake Park Villas; thence along the East line of said Outlot 11, N11°45'09"E, 154.87 feet to the Northeast Corner of said Outlot 11; thence along the North line of said Outlot 11, N71°44'05"W, 669.95 feet; thence continuing along said North line and the extension thereof, N52°57'01"W, 349.21 feet to a corner on the Northerly line of Outlot 10 of said Lake Park Villas; thence along the Westerly line of said Lot 10, S52°52'40"W, 42.99 feet; thence continuing along said Westerly line, S22°38'13"W, 67.40 feet; thence continuing along said Westerly line, N65°57'47"W, 71.94 feet; thence continuing along said Westerly line, S63°14'44"W, 78.77 feet; thence continuing along said Westerly line, S27°00'47"W, 60.11 feet; thence continuing along said Westerly line, S02°14'47"W, 109.49 feet to a point on the Northerly right of way line of U.S.H. "10" & S.T.H. "114"; thence along said Northerly right of way line, N73°18'32"W, 178.68 feet to said West line of the Northeast 1/4; thence along said West line, N00°20'02"E, 797.90 feet to the point of beginning, subject to all easements, and restrictions of record.

Given under my hand this 17 day of July, 2011.


James R. Sehloff, Wisconsin Registered Land Surveyor No. S-2692

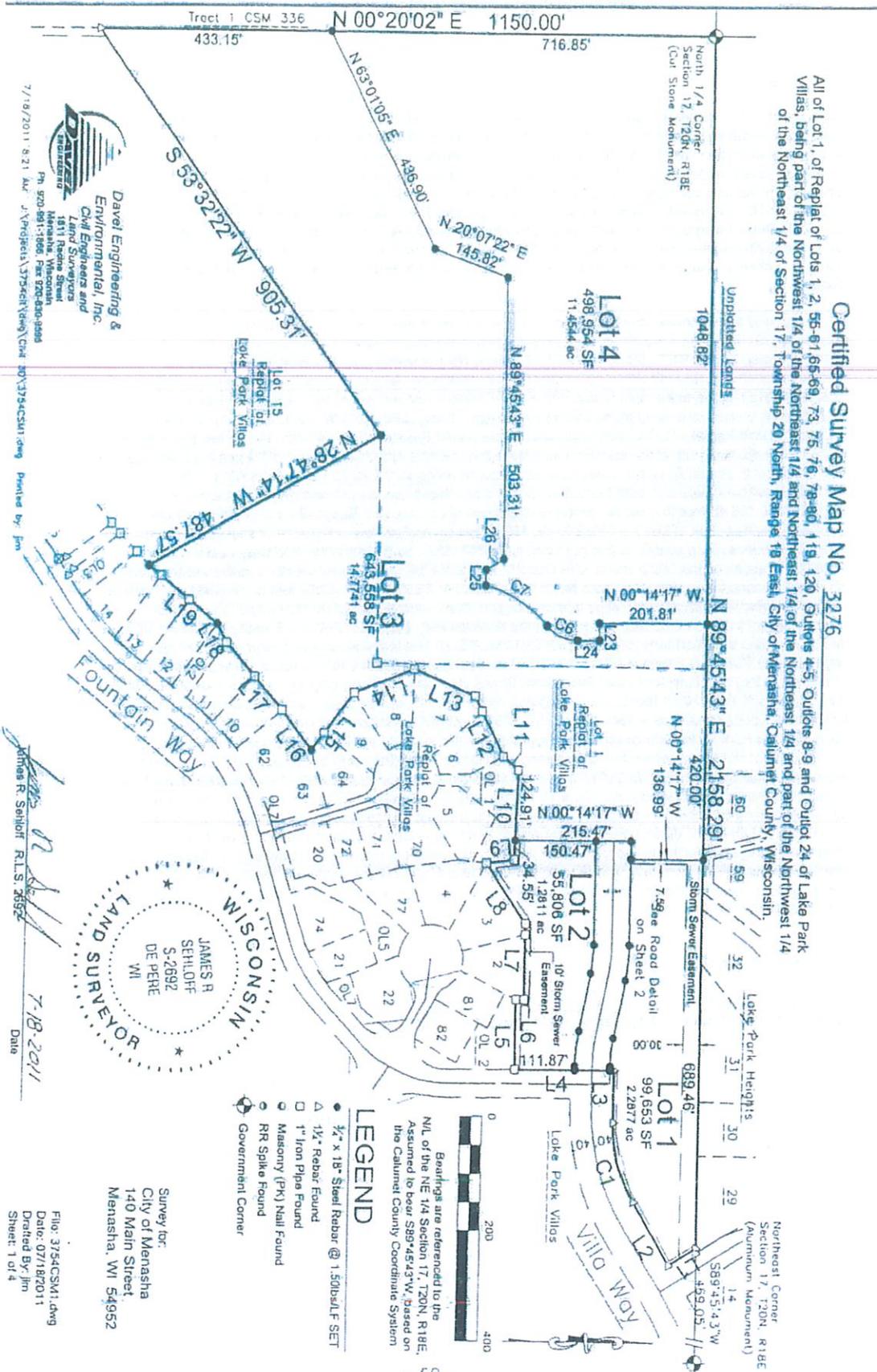


File: 3754CSM2.dwg
Date: 06/22/2011
Drafted By: jrm
Sheet: 3 of 4

FORM NO. 985-A



Stock No. 26273



DAVEY
 Environmental, Inc.
 Civil Engineers and
 Land Surveyors
 1811 Redden Street
 Menasha, WI 54952
 P: 920.891.1866 Fax: 920.891.9988

Printed by jrn

James R. Seihoff R.L.S. 2692

7-18-2011
 Date



Stock No. 26273

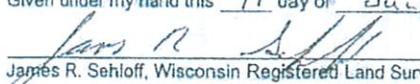
Certified Survey Map No. 3276

Surveyor's Certificate

I, James R. Sehlöf, registered land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Menasha and Calumet County, and under the direction of City of Menasha, the property owners of said land, I have surveyed divided and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is all of Lot 1, of Replat of Lots 1, 2, 55-61, 65-69, 73, 75, 76, 78-80, 119, 120, Outlots 4-5, Outlots 8-9 and Outlot 24 of Lake Park Villas (hereafter referred to as Replat of Lake Park Villas), being part of the Northwest 1/4 of the Northeast 1/4 and Northeast 1/4 of the Northeast 1/4 and part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin containing 1,324,800 Square Feet (30.4132 Acres) of land described as follows:

Commencing at the Northeast corner of Section 17; thence along the North line of the Northeast 1/4 of said Section 17, S89°45'43"W, 469.05 feet to the point of beginning; thence along the Westerly right of way of Manitoba Street, S32°17'48"E, 60.00 feet to the Northerly right of way line of Villa Way; thence along said Northerly right of way, S57°42'16"W, 132.83 feet; thence continuing along said Northerly right of way, 145.48 feet along the arc of a curve to the right with a radius of 260.00 feet and a chord of 143.59 feet which bears S73°43'58"W; thence continuing along said Northerly right of way, S89°45'43"W, 92.82 feet to the East line of said Lot 1 of said Replat of Lake Park Villas; thence along said East line, S00°14'17"E, 184.38 feet to the North line of Outlot 2, Lake Park Villas; thence along said North line of Outlot 2; S89°45'43"W, 126.00 feet to a point on the East line of Lot 2, of said Replat of Lake Park Villas; thence along said East line of Lot 2, N00°14'17"W, 15.71 feet to the Northeast corner of said Lot 2; thence along said North line of Lot 2 and the extension thereof, S89°45'43"W, 136.45 feet to a corner on the Northerly line of Lot 3 of said Replat of Lake Park Villas; thence along said Northerly line of Lot 3, S53°52'53"W, 132.04 feet to the East line of Outlot 1; of said Replat of Lake Park Villas; thence along said East line of Outlot 1, N06°40'19"W, 53.85 feet to the Northeast corner of said Outlot 1; thence along the North line of said Outlot 1, N88°25'05"W, 159.46 feet to a point on the said North line of Outlot 1; thence continuing along said North line of Outlot 1; S39°37'03"W, 38.64 feet to the Northerly corner of Lot 6 of said Replat of Lake Park Villas; thence along the Northwesterly line of said Lot 6 and the extension thereof, S62°31'01"W, 121.55 feet to a point on the Northwesterly line of Lot 7 of said Replat of Lake Park Villas; thence along the said Northwesterly line, S22°23'46"W, 122.36 feet to the Northwest corner of Lot 8 of said Replat of Lake Park Villas; thence along the West line of said Lot 8, S21°15'10"E, 119.30 feet to the Northwest corner of Lot 9 of said Replat of Lake Park Villas; thence along the Southwesterly line of Lot 9 and the extension thereof, S52°55'13"E, 130.51 feet to the Southwest corner of Lot 64 of said Lake Park Villas; thence along the North line of Lot 62 of said Lake Park Villas, S52°57'34"W, 89.97 feet to the Northerly corner of Lot 10 of said Replat of Lake Park Villas; thence along the Northwesterly line of said Lot 10 and the extension thereof, S48°48'52"W, 158.18 feet to the Northerly corner of Outlot 2 of said Replat of Lake Park Villas; thence along the West line of said Outlot 2, S61°00'20"W, 37.52 feet to the Northerly corner of Lot 12 of said Replat of Lake Park Villas; thence along the Westerly line of Lot 12 and the extension thereof, S37°51'25"W, 165.74 feet to a point on the Northwesterly line of Lot 14 of said Replat of Lake Park Villas; thence along the Northerly line of Lot 15 of said Replat of Lake Park Villas, N28°47'14"W, 487.57 feet to the Northerly corner of said Lot 15; thence continuing along said Northerly line, S53°32'22"W, 905.31 feet to a point on the West line of said Northeast 1/4; thence along said West line, N00°20'02"E, 1150.00 feet to the North 1/4 corner of said Section 17; thence along the North line of said Northeast 1/4, N89°45'43"E, 2158.29 feet to the point of beginning, subject to all easements, and restrictions of record.

Given under my hand this 17 day of July, 2011.

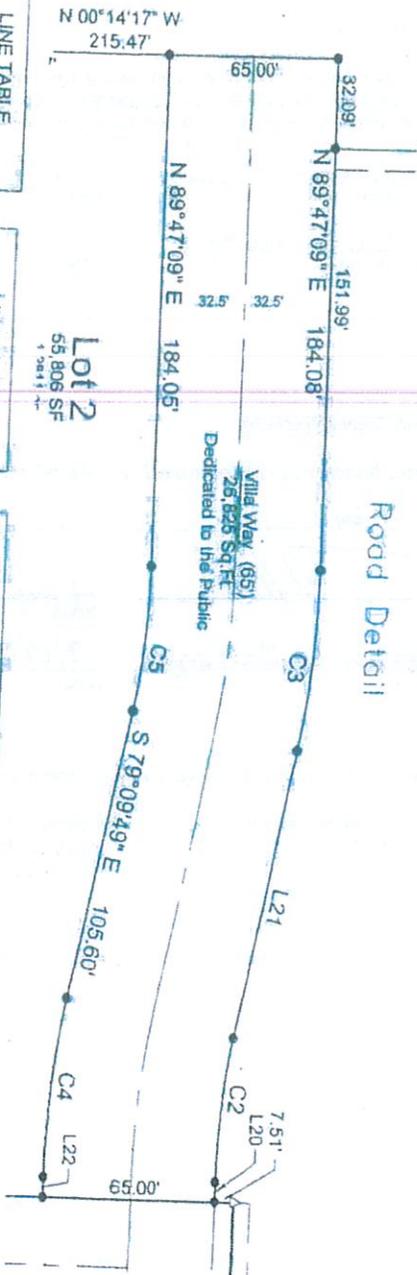

James R. Sehlöf, Wisconsin Registered Land Surveyor No. S-2692



File: 3754CSM1.dwg
Date: 06/10/2011
Drafted By: kate
Sheet: 3 of 4

Certified Survey Map No. 3276

Road Detail



Lot 2
 55,806 SF

Line	Bearing	Length
L1	S 32°17'48" E	80.00'
L2	S 57°42'16" W	132.63'
L3	S 89°45'43" W	92.82'
L4	S 00°14'17" E	184.38'
L5	S 89°45'43" W	126.00'
L6	N 00°14'17" W	15.71'
L7	S 89°45'43" W	136.45'
L8	S 63°52'53" W	132.04'
L9	N 06°40'18" W	53.85'

Line	Bearing	Length
L10	N 88°25'06" W	159.48'
L11	S 38°37'03" W	98.64'
L12	S 62°31'01" W	121.55'
L13	S 22°23'46" W	122.36'
L14	S 21°16'10" E	118.30'
L15	S 52°58'13" E	130.51'
L16	S 52°57'34" W	89.97'
L17	S 48°48'52" W	158.18'
L18	S 61°00'20" W	37.52'

Line	Bearing	Length
L19	S 37°51'28" W	166.74'
L20	N 88°46'28" E	7.24'
L21	S 79°09'48" E	105.80'
L22	N 89°46'28" E	7.25'
L23	S 89°47'09" W	30.33'
L24	N 00°12'51" W	41.18'
L25	N 89°45'43" E	27.82'
L26	S 28°41'49" E	38.00'

Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle
C1	280.00'	S 73°43'58" W	143.59'	145.48'	32°03'31"
C2	267.50'	S 84°41'41" E	51.57'	51.65'	11°03'45"
C3	332.50'	S 84°41'20" E	64.03'	64.13'	11°03'02"
C4	332.50'	S 84°41'41" E	64.10'	64.20'	11°03'45"
C5	267.50'	S 84°41'20" E	51.51'	51.59'	11°03'02"
C6	75.00'	N 24°03'35" E	61.67'	63.55'	48°32'53"
C7	225.00'	N 30°38'15" E	136.79'	138.99'	35°23'32"

7/18/2011 8:11 AM J:\Projects\3754\dwg\Map 30\375430.dwg Plotted by: jim

James R. Sehoff R.L.S. 2692
 Date 7-18-2011



File: 3754CSM1.dwg
 Date: 07/18/2011
 Drafted By: jim
 Sheet: 2 of 4



Stock No. 26273

Certified Survey Map No. 3276

Treasurers' Certificate

We, being the duly elected, qualified and acting Treasurers' of the City of Menasha and Calumet County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this certified survey map.

Thomas Stoffel 7/19/11
 City Treasurer Date

Michael Schlaak 7-21-11
 County Treasurer Date

Common Council Resolution

Resolved, this minor subdivision in the City of Menasha is hereby approved by the Common Council on

this 5th day of July, 2011.

[Signature] 19 July 2011
 Mayor Date

Deborah A. Galleggi 7/19/11
 Clerk Date

This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

the property owners of record:	Recording Information:
City of Menasha	Doc # 295197
	Doc # 295198

Document #: 466102



Register of Deeds
Calumet County, WI

Received for Record
 Date: 7/21/11 8:28
 Vol: 0028 Page: 69
 Tamara Alten

2140
A.



James R. Sehloff 17 July 2011
 James R. Sehloff Registered Land Surveyor No. S-2692 Date

File: 3754CSM2.dwg
 Date: 06/15/2011
 Drafted By: jim
 Sheet: 4 of 4

EXHIBIT H

Examples of earned Financial Incentive and Payment of Financial Incentive

SECTION 4.02.9 PERFORMANCE INCENTIVE EXAMPLES

Above SECTIONS 4.02.2 – 4.02.4 set forth how the financial incentive amounts to DEVELOPER will be determined. Above SECTIONS 4.02.5 – 4.02.8 set forth when financial incentive payments will be made.

Financial Incentive payments may begin in 2013 if DEVELOPER constructs COMPLETED PROPERTIES before January 1, 2012 and Development Improvements of a threshold AAV of \$2.5 million exists as of January 1, 2012.

Financial Incentive may accrue beginning in 2013 if DEVELOPER constructs COMPLETED PROPERTIES before January 1, 2012. In the event there was an Escrow pursuant to SECTION 4.02.5 said Escrow would be paid to DEVELOPER on or before September 1, 2014 and also credited against said Accumulated Tax Increment earned by DEVELOPER but not yet paid by CITY.

Example YEAR 1: DEVELOPER completes 10 PHASE 1 homes on December 31, 2011 (as determined by occupancy permit issued) each of which has an AAV of \$175,000 on January 1, 2012.

Example YEAR 2: DEVELOPER completes 15 PHASE 1 homes and one PHASE IV multi-family building on December 31, 2012 each home of which has an AAV of \$175,000 and the multi-family having an AAV of \$1.35 million on January 1, 2013.

Example YEAR 3: DEVELOPER completes 15 PHASE 1 homes and one PHASE IV multi-family building on December 31, 2013 with each home having an AAV of \$175,000 and the multi-family having an AAV of \$1.35 million on January 1, 2014.

Example YEAR 4: DEVELOPER completes 15 PHASE 1 homes on December 31, 2014 each of which has an AAV of \$175,000 on January 1, 2015.

Example YEAR 5: DEVELOPER completes 15 PHASE 1 homes on December 31, 2015 each of which has an AAV of \$175,000 on January 1, 2016.

Example YEAR 6: DEVELOPER completes 15 PHASE II homes on December 31, 2016 each of which has an AAV of \$175,000 on January 1, 2017.

For Example, YEAR 1, DEVELOPER completes 10 PHASE 1 homes on December 31, 2011. On January 1, 2012, the AAV of each of the 10 completed homes is \$175,000 or \$1,750,000 in aggregate. The AAV of the 10 completed homes plus an additional AAV of other Development

Improvements is \$2.5 million. DEVELOPER has earned \$315,000 Financial Incentive which is first payable by September 1, 2013.

For Example, YEAR 2, Performance Incentive earned is \$607,500.

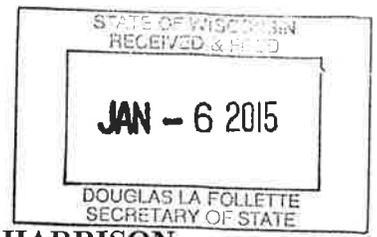
For Example, YEAR 3, Performance Incentive earned is \$607,500.

For Example, YEAR 4, Performance Incentive earned is \$472,500.

For Example, YEAR 5, Performance Incentive earned is \$472,500.

For Example, YEAR 6, Performance Incentive earned is \$498,750.

Based on Examples, YEARS 1 – 6, in accordance with SECTION 4.02.5, DEVELOPER will receive 25% of the available tax increment the CITY receives for 4 years beginning in 2013 and 80% of the available tax increment the CITY receives beginning in 2017 until \$2,973,750 has been paid or the TIF ends in 2031, whichever occurs first.



ORDINANCE V14-15

AN ORDINANCE ANNEXING TERRITORY TO THE VILLAGE OF HARRISON, WISCONSIN. (Jim Bodway Annexation)

WHEREAS, a petition for direct annexation has been filed with the Clerk of the Village of Harrison requesting the annexation of the hereinafter described territory from the Town of Harrison, Calumet County, Wisconsin to the Village of Harrison, Calumet & Outagamie Counties, Wisconsin; and

WHEREAS, the petition was signed by all property owners and residents within the territory proposed area for annexation; and

WHEREAS, there has been due compliance with all requirements of Section 66.0217, Wis. Stats.; and

WHEREAS, the property is being annexed for purposes of providing municipal services; and

NOW THEREFORE, the Village Board of the Village of Harrison, Wisconsin, do ordain as follows:

SECTION 1. Territory Annexed. In accordance with Sec. §66.0217 of the Wisconsin Statutes and the unanimous petition for direct annexation filed with the Village Clerk on the 11th day of December, 2014, signed by all electors residing in the territory and the owners of all of the real property in the, the following described territory in the Town of Harrison, Calumet County, Wisconsin, is annexed to the Village of Harrison, Wisconsin:

All of the West 1/2 of Southwest 1/4 of the Southeast 1/4 and part of the East 1/2 and the West 1/2 of Northwest 1/4 of the Southeast 1/4 of Section 8, and part of the North 1/2 of the Northwest 1/4 and part of Government Lot 3, Section 17, Township 20 North, Range 18 East, Town of Harrison, Calumet County, Wisconsin, containing 62.34 acres of land and described as follows:

Beginning at the South 1/4 of said Section 8; Thence N00°19'15"E, 2586.92 feet along the West line of the Southeast 1/4 of said Section 8 to the South right-of-way line of Manitowoc Road; Thence N89°25'35"E, 660.53 feet along said South right-of-way line to the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 8; Thence S00°24'05"W, 750.90 feet along said East line; Thence N89°35'37"E, 659.44 feet to the East line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 8; Thence S00°28'54"W, 528.02 feet along the East line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 8 to the Southeast corner thereof; Thence S89°35'35"W, 658.71 feet along the South line East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 8 to the Southwest corner thereof; Thence S00°24'05"W, 1311.91 feet along the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 8 to the Southeast corner thereof; Thence

S89°45'41"W, 656.84 feet along the South line of said Section 8 to the South 1/4 corner of said Section 8 and the Northeast corner of Tract #1 of Certified Survey Map No. 336; Thence S00°20'02"W, 2057.78 feet along the East line of said Tract #1 to a point on the reference line of U.S.H. "10-114" (DOT Project No. 1500-4-21); thence Northwesterly along said reference line to a point where said reference line intersects the West line of said Tract #1 Thence N00°20'02"E, 1956.74 feet along the West line of said Tract #1 to the Northwest corner thereof and to the South line of said Section 8; Thence N89°38'02"E, 330.00 feet along the South line of said Section 8 to the Point of Beginning.

The current population of the territory is one (1).

A scale map of the territory is attached as Exhibit A.

SECTION 2. Effect of Annexation. From and after the date of this ordinance the territory described in Section 1 shall be a part of the Village of Harrison for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the Village of Harrison.

SECTION 4. Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of Ward 17 of the Village of Harrison, subject to the ordinances, rules and regulations of the Village of Harrison governing wards.

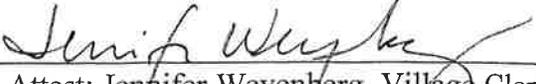
SECTION 5. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provision or application of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

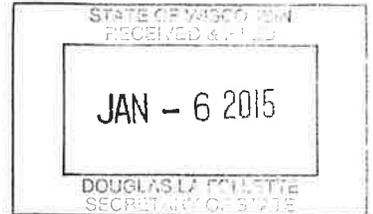
SECTION 6. Payment to Town. Pursuant to Sec. §66.0217(14)(a)2., Wis. Stats., no payments to the Town must be made since the Village and the Town have entered into a boundary agreement under Sec. §66.0301, Wis. Stats.

SECTION 6. Effective Date. This ordinance shall be in force and effect upon passage as provided by law.

Date Introduced: 12/30/14
Date Adopted: 12/30/14


James Salm, Village President


Attest: Jennifer Weyenberg, Village Clerk



RESOLUTION R-3-15

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WISCONSIN STATUTES

Introduced by Alderman Sevenich

RESOLVED, by the Common Council of the City of Menasha, Wisconsin:

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

- A. Improvements
 - 1. Concrete Curb & Gutter Construction
 - 2. 4" Asphaltic Concrete Pavement Construction
 - 3. Various Associated Items

- B. Location of Improvements
 - 1. Southfield West Subdivision and Nature's Way
 - 2. Province Terrace, Manitowoc Road to Jeffrey Drive
 - 3. Barker Farms Estates No. 6 Subdivision
 - 4. River Lea Court

2. The total amount assessed against such improvements shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under the police power, and the amount assessed against each parcel shall be on a cost per front foot, area, or unit cost basis.

3. That the assessment against any parcel shall be paid in accordance with Section 3-2-14 of the Menasha Municipal Code.

4. The Board of Public Works is directed to compile a report consisting of:

- A. Plans and Specifications of said improvements
- B. A summary of the allotted cost of the said improvements
- C. A schedule of proposed assessments showing the properties which are benefited by the improvement

Upon completing such report, the Board of Public Works is directed to file a copy thereof in the City Clerk's Office for public inspection.

5. Upon receiving the report of the Board of Public Works, the City Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes. The hearing shall be held in the Council Chambers at the City Hall at a time set by the City Clerk in accordance with Section 66.0703(7)(a), Wisconsin Statutes.

6. The notice and hearing requirements under paragraph 5 do not apply if they are waived, in writing, by all the owners of property affected by the special assessment, as specified in Section 66.0703(7)(b), Wisconsin Statutes.

Passed and approved this ____ day of _____, 2015.

Donald Merkes, Mayor

Attest: _____
Deborah A. Galeazzi, City Clerk

RESOLUTION R-5-15

RESOLUTION RELATING TO REDUCTION OF ELECTION INSPECTORS.

Introduced by Mayor Merkes

WHEREAS, there will be a Primary Election in the City of Menasha on February 17, 2015, and

WHEREAS, it is expected that the voter turnout will be light.

NOW, THEREFORE, BE IT RESOLVED, that the number of election inspectors at the polling location in the City of Menasha be reduced from five to three for the Primary Election on February 17, 2015.

Passed and approved this day of February, 2015.

Donald Merkes, Mayor

Attest:

Deborah A. Galeazzi, City Clerk

RESOLUTION R-6-15

RESOLUTION CREATING AN AD-HOC
COLUMN SALVAGE AND REUSE COMMITTEE

Introduced by Mayor Merkes.

WHEREAS, as part of a downtown redevelopment project, four stone columns from the former City Hall and First National Bank have been donated to the City for reuse; and

WHEREAS, the columns have historic and artistic value; and

WHEREAS, it is desirous to find an appropriate location and application for the columns reuse as a community asset as well as to pay homage to the community's past; and

WHEREAS, it is desirous to solicit public opinion as to the use and location; and

NOW THEREFORE BE IT RESOLVED, that the City of Menasha create an Ad-Hoc Committee to discuss, research, and recommend to the Common Council the best use and location for the reuse of the columns as well as an estimated cost; and

BE IT FURTHER RESOLVED that the committee is formed of:

Common Council Member, James Taylor;
Common Council Member, Mark Langdon;
Common Council Member, Kevin Benner;
Park Board Member, Dick Strum; and
Landmarks Commission Member, Tom Grade.

Passed and approved this _____ day of February, 2015.

Donald Merkes, Mayor

Attest: _____
Deborah A. Galeazzi, Clerk



MEMORANDUM

TO: City of Menasha Common Council

From: Nancy McKenney, RDH, MS, Public Health Director

Date: January 29, 2015

RE: Resolution Approving Naming Bergstrom Automotive as Sponsor of the Senior Center Community Room

BACKGROUND

The City of Menasha Senior Center building renovation is supported by Community Block Grant funds; the tax levy; and private Senior Center donations.

ANALYSIS

Many jurisdictions seek corporate and community partnerships to sponsor community programs and facilities as part of their business plans for funding. Naming rights to properties for a period of time are one way to recognize significant contributions to projects.ⁱ A donor wall will recognize all monetary contributions to the Senior Center renovation.

FISCAL IMPACT

Approving Resolution R-7-15 authorizing the naming of Bergstrom Automotive as sponsor of the Senior Center Community Room, assists in reaching fundraising goals.

RECOMMENDATION

Staff recommends that Council adopt this resolution.

ⁱ The Municipal Research and Services Center (MRSC), 2015. (Retrieved on January 15, 2015 from: <http://www.mrsc.org/subjects/parks/parksponsor.aspx>)

Resolution R-7-15

RESOLUTION APPROVING BERGSTROM AUTOMOTIVE AS SPONSOR OF THE COMMUNITY ROOM AT THE
RENOVATED SENIOR CENTER

Introduced by Alderman Zelinski.

WHEREAS, The City of Menasha is renovating the Senior Center building;

WHEREAS, The Senior Center is raising donations to contribute to renovation costs;

WHEREAS, Bergstrom Automotive is contributing \$10,000 to the Senior Center building renovation;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council that Bergstrom Automotive will be named sponsor of the Community Room for a period of 15 years.

Passed and approved this 2nd day of February 2015.

ATTEST:

Donald Merkes, Mayor

Deborah A. Galeazzi, Clerk

January 27, 2015

Brenda Marks
37 Tayco St. Apt. 306
Menasha, WI 54952
920-475-3901

I have been retired since 2010, was a secretary for a construction company in Oshkosh for 26 years. I am the mother of 3 and grandmother of 5. I have been living in Menasha since 2002, before that time raised my children on a dairy farm in the Winneconne area. My greatest enjoyment is watching my grandchildren in their many different sport activities from soccer, wrestling, baseball and this year my oldest grandson who is a senior at Menasha High win the Division 2 State Championship in football, along with the many awards he has received.

Background:

Planning and Fundraising committee member
Volunteer in the office
Play cribbage on Thursdays
Help put Chatter together for mailing
Volunteer at Brat Frys
Go around the community for donations for the Spring Banquet, Christmas Party
Last year went around the community of Menasha and Neenah getting donations for the Raise the Roof Fundraising Dance we had last May.
Was named Volunteer of the Year in 2014

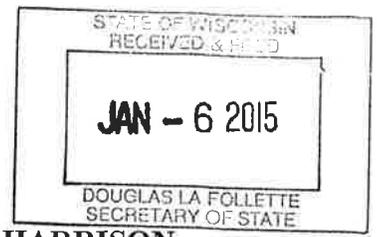
Why do I want to be on the committee?

I enjoy working with people and helping in any way that I can. If there is something that I can do or see that may need to be changed that would make a differences for the Senior Center or the many individuals that use it then I have accomplished something. I would like to find a way to get more of the younger seniors involved in the center and to volunteer for the fund raisers and events that we have going on to make the center a great place for people to be a part of.

Sincerely,



Brenda Marks



ORDINANCE V14-15

AN ORDINANCE ANNEXING TERRITORY TO THE VILLAGE OF HARRISON, WISCONSIN. (Jim Bodway Annexation)

WHEREAS, a petition for direct annexation has been filed with the Clerk of the Village of Harrison requesting the annexation of the hereinafter described territory from the Town of Harrison, Calumet County, Wisconsin to the Village of Harrison, Calumet & Outagamie Counties, Wisconsin; and

WHEREAS, the petition was signed by all property owners and residents within the territory proposed area for annexation; and

WHEREAS, there has been due compliance with all requirements of Section 66.0217, Wis. Stats.; and

WHEREAS, the property is being annexed for purposes of providing municipal services; and

NOW THEREFORE, the Village Board of the Village of Harrison, Wisconsin, do ordain as follows:

SECTION 1. Territory Annexed. In accordance with Sec. §66.0217 of the Wisconsin Statutes and the unanimous petition for direct annexation filed with the Village Clerk on the 11th day of December, 2014, signed by all electors residing in the territory and the owners of all of the real property in the, the following described territory in the Town of Harrison, Calumet County, Wisconsin, is annexed to the Village of Harrison, Wisconsin:

All of the West 1/2 of Southwest 1/4 of the Southeast 1/4 and part of the East 1/2 and the West 1/2 of Northwest 1/4 of the Southeast 1/4 of Section 8, and part of the North 1/2 of the Northwest 1/4 and part of Government Lot 3, Section 17, Township 20 North, Range 18 East, Town of Harrison, Calumet County, Wisconsin, containing 62.34 acres of land and described as follows:

Beginning at the South 1/4 of said Section 8; Thence N00°19'15"E, 2586.92 feet along the West line of the Southeast 1/4 of said Section 8 to the South right-of-way line of Manitowoc Road; Thence N89°25'35"E, 660.53 feet along said South right-of-way line to the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 8; Thence S00°24'05"W, 750.90 feet along said East line; Thence N89°35'37"E, 659.44 feet to the East line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 8; Thence S00°28'54"W, 528.02 feet along the East line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 8 to the Southeast corner thereof; Thence S89°35'35"W, 658.71 feet along the South line East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 8 to the Southwest corner thereof; Thence S00°24'05"W, 1311.91 feet along the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 8 to the Southeast corner thereof; Thence

S89°45'41"W, 656.84 feet along the South line of said Section 8 to the South 1/4 corner of said Section 8 and the Northeast corner of Tract #1 of Certified Survey Map No. 336; Thence S00°20'02"W, 2057.78 feet along the East line of said Tract #1 to a point on the reference line of U.S.H. "10-114" (DOT Project No. 1500-4-21); thence Northwesterly along said reference line to a point where said reference line intersects the West line of said Tract #1 Thence N00°20'02"E, 1956.74 feet along the West line of said Tract #1 to the Northwest corner thereof and to the South line of said Section 8; Thence N89°38'02"E, 330.00 feet along the South line of said Section 8 to the Point of Beginning.

The current population of the territory is one (1).

A scale map of the territory is attached as Exhibit A.

SECTION 2. Effect of Annexation. From and after the date of this ordinance the territory described in Section 1 shall be a part of the Village of Harrison for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the Village of Harrison.

SECTION 4. Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of Ward 17 of the Village of Harrison, subject to the ordinances, rules and regulations of the Village of Harrison governing wards.

SECTION 5. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provision or application of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 6. Payment to Town. Pursuant to Sec. §66.0217(14)(a)2., Wis. Stats., no payments to the Town must be made since the Village and the Town have entered into a boundary agreement under Sec. §66.0301, Wis. Stats.

SECTION 6. Effective Date. This ordinance shall be in force and effect upon passage as provided by law.

Date Introduced: 12/30/14
Date Adopted: 12/30/14


James Salm, Village President


Attest: Jennifer Weyenberg, Village Clerk

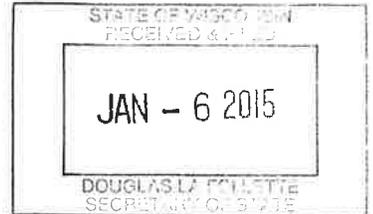
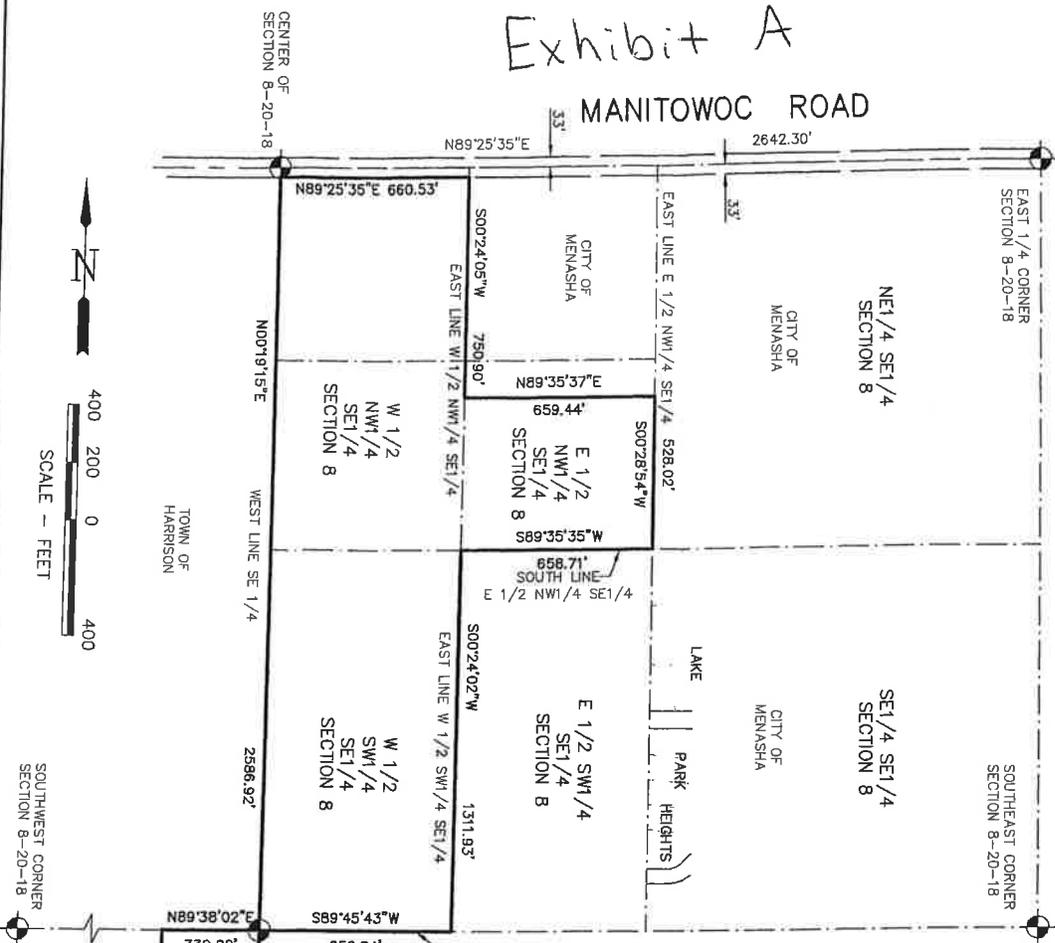


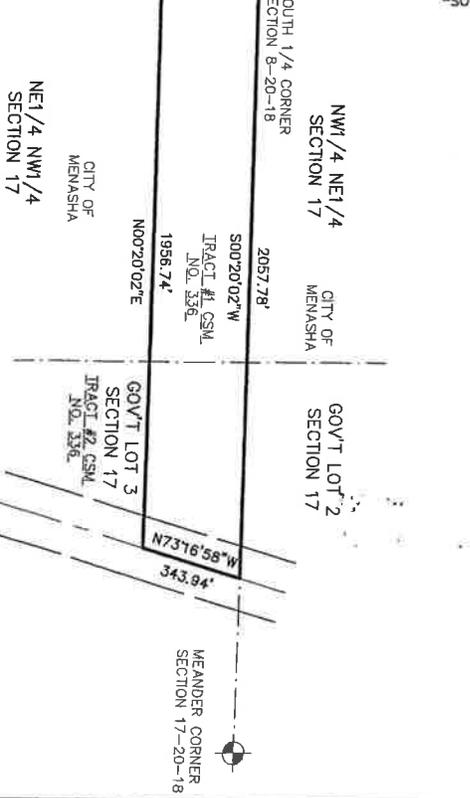
Exhibit A



STATE OF WISCONSIN
RECEIVED & FILED
JAN - 6 2015
DOUGLAS R. FOLETTE
SEGRETTARY OF STATE

PROPERTY DESCRIPTION: All of the West 1/2 of Southwest 1/4 of the Southeast 1/4 and part of the East 1/2 and the West 1/2 of Northwest 1/4 of the Southeast 1/4 of Section 8, and part of the North 1/2 of the Northwest 1/4 and part of Government Lot 3, Section 17, Township 20 North, Range 18 East, Town of Harrison, Calumet County, Wisconsin, containing 62.34 acres of land and described as follows:

Beginning at the South 1/4 of said Section 8; Thence N00°19'15"E, 2586.92 feet along the West line of the Southeast 1/4 of said Section 8 to the South right-of-way line of Maniwoc Road; Thence N89°25'35"E, 660.53 feet along said South right-of-way line to the East line of the West 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 8; Thence S00°24'05"W, 750.90 feet along said East line; Thence N89°35'37"E, 659.44 feet to the East line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 8; Thence S00°28'54"W, 528.02 feet along the East line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 8 to the Southeast corner thereof; Thence S89°35'35"W, 658.71 feet along the South line East 1/2 of the Northwest 1/4 of said Section 8 to the Southwest corner thereof; Thence S00°24'05"W, 1311.91 feet along the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 8 to the Southeast corner thereof; Thence S89°45'41"W, 656.84 feet along the South line of said Section 8 to the South 1/4 corner of said Section 8 and the Northeast corner of Tract #1 of Certified Survey Map No. 1500-4-21; Thence Northwesterly along the East line of said Tract #1 to a point on the reference line of U.S.H. "10-114" (DOT Project No. 1500-4-21); Thence Northwesterly along said reference line to a point where said reference line intersects the West line of said Tract #1; Thence N00°20'02"E, 1956.74 feet along the West line of said Tract #1 to the Northwest corner thereof and to the South line of said Section 8; Thence N89°38'02"E, 330.00 feet along the South line of said Section 8 to the Point of Beginning.



<p>ANNEXATION PROPERTY VILLAGE OF HARRISON, CALUMET COUNTY, WI JAMES L. BODWAY PROPERTY</p>		<p>McMAHON provides this drawing and data, regardless of form, as instruments of service. All rights including copyrights are retained by McMAHON. The client and/or recipient agrees to the fullest extent permitted by law to indemnify and hold McMAHON harmless for any reuse of or changes made to the original drawing or data without prior written consent by McMAHON.</p>	<p>McMAHON ENGINEERS ARCHITECTS 1445 McMAHON DRIVE NEENAH, WI 54956 Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025 Tel: (920) 751-4200 Fax: (920) 751-4284 www.mcmgrp.com</p>
<p>DESIGNED DMS</p> <p>PROJECT NO. H0006 - 940755.00</p> <p>DATE DEC., 2014</p> <p>SHEET NO. 1</p>	<p>DRAWN M/A</p>	<p>TRACT #1 CSWL NO. 336 1956.74'</p> <p>TRACT #2 CSWL NO. 336 343.94'</p> <p>TRACT #3 CSWL NO. 336 1956.74'</p> <p>GOVT LOT 2 SECTION 17</p> <p>GOVT LOT 3 SECTION 17</p> <p>MEANDER CORNER SECTION 17-20-18</p>	