

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, March 16, 2015
6:00 PM
AGENDA**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

Led by Eagle Scout Justin Hovarter and Boy Scout Troop 14.

C. ROLL CALL/EXCUSED ABSENCES

D. PUBLIC HEARING

1. [An application for a Special Use Permit by Kwik Trip, Inc., to construct a convenience store with fueling canopy, diesel fueling canopy and a 2-bay car wash at 1233 Midway Road, Menasha.](#)
2. [An application for a Special Use Permit has been applied for by James Fletcher, broker/agent for AAK Holdings II to reoccupy the office space at 100 Main Street, Menasha.](#)

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. FC Auxier - introduction of new Firefighter, Jaimie Martinez, Jr.
2. Clerk Galeazzi - the following minutes and communications have been received and placed on file:

Minutes to receive:

- a. [Board of Health, 02/11/15.](#)
- b. [Board of Public Works, 03/02/15.](#)
- c. [Committee on Aging, 02/12/15.](#)
- d. [Landmarks Commission, 02/18/15.](#)
- e. [NMFR Joint Finance & Personnel Committee, 02/24/15.](#)
- f. [NMFR Joint Fire Commission, 02/25/15.](#)
- g. [Plan Commission, 03/03/15.](#)
- h. [Water & Light Commission, 02/25/15.](#)

Communications:

- i. [Mayor Merkes, 02/24/15; Proclamation Saluting Eagle Scout Justin J. Hovarter.](#)
- j. [Patrick O'Brien, Winnebago County Solid Waste Management Board, 02/25/15; Winnebago County Recycling Resolution.](#)
- k. [ES Montour, 03/04/15; Phase 4 Cross Connection Home Inspection Letter.](#)
- l. [CDC Heim, 03/05/15; 2014 Building Permit Summary.](#)
- m. [ASD Steeno, 03/16/15; Website Survey.](#)
- n. [ASD Steeno, 03/16/15; Assessment Contract 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, 03/02/15.](#)

NMFR Joint Finance & Personnel Committee, 02/24/15 – Recommends the Approval of:

2. [The Extended Contract for Statewide Structural Collapse Team Members and amend the contract period for January 1, 2015 through December 31, 2016.](#)

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

3. [The Special Use Permit for 1233 Midway Road, Kwik Trip convenience store and gas station with the following conditions:](#)

- [The parking lot interior landscaping to comply with Sec. 13-1-12\(g\)\(5\)\(b\)](#)
 - [Landscape planters be placed adjacent to the building in lieu of landscaping adjacent to the building as required by Sec. 13-1-12\(g\)\(3\)](#)
 - [A new landscaping plan showing the revised parking lot interior landscaping and the planter location and planting plan be submitted for review](#)
 - [Bollards are to be placed in lieu of the curbing adjacent to the building requirements of Sec.13-1-51\(b\)\(2\)\(b\). A revised site plan is to be submitted showing the bollard locations](#)
 - [Erosion control and storm water management plans be approved by the Public Works Department prior to the issuance of a building permit](#)
 - [That the canopy lighting intensity be brought into compliance with the lighting standards of Sec. 13-1-12\(5\)](#)
 - [That parking lot lighting comply with Color Rendition Index of 50 or greater per Sec. 13-1-12\(5\)](#)
 - [That a revised lighting plan be submitted for review showing the changes to the parking lot and canopy lighting](#)
 - [Annexation of parcel #008-0381 be completed prior to building occupancy](#)
 - [Submission of a CSM recombining the parcels be completed prior to occupancy](#)
4. [The Special Use Permit for 100 Main Street, AAK Holdings II, LLC with the following conditions:](#)
- [Replace the maple tree on the Main Street frontage and extend the transitional area to the dumpster](#)
 - [The parking lot transitional area to be brought into full compliance with all ordinance standards upon reconstruction of the parking lot](#)
 - [Parking lot to be sealed and striped upon sale of the property](#)
 - [Planting plan and tree replacement to be reviewed and approved by the City Forester](#)
 - [Stone mulch to match the existing mulch on property](#)
 - [Pursue installation of canopy trees with adjoining property using a mix of deciduous and evergreens](#)
 - [June 15, 2015 compliance date for planting installation](#)
 - [Replace trees on east side of property](#)
 - [Deciduous and evergreens](#)

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 02/26/15 to 03/12/15 in the amount of \\$3,693,398.86.](#)
2. [Beverage Operators License Applications for the 2013-2015 licensing period.](#)
3. [Authorization to distribute Community Development Investment Grant Funds to Foodmen 2, Inc. and F2R, LLC.](#)

J. ORDINANCES AND RESOLUTIONS

1. [O-5-15; An Ordinance Amending Title 10, Chapter 1, Article C, SEC. 10-1-26 \(am\), Parking Regulations. \(Introduced by Alderman Sevenich\)](#)

K. APPOINTMENTS

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

MEETING NOTICE
Monday, April 6, 2015 – 6:00 p.m.
Committee Meetings to Follow

**City of Menasha
Public Hearings**

NOTICE IS HEREBY GIVEN that public hearings will be held by the Menasha Plan Commission and Common Council on an application for a Special Use Permit by Kwik Trip, Inc. to construct a convenience store with fueling canopy, diesel fueling canopy and a 2-bay car wash at 1233 Midway Road, which includes Parcel Number 6-01652-00, City of Menasha, Winnebago County, Wisconsin. The subject site is zoned C-4 Business Park District and requires a Special Use Permit for retail uses per Sec. 13-1-37(c)(4) of the City of Menasha Code of Ordinances. The Plan Commission will hold its public hearing on Tuesday, March 3, 2015 at 3:30 PM, or shortly thereafter, in the Council Chambers of Menasha City Hall located at 140 Main Street, Menasha, WI. The Common Council will hold its public hearing on this matter at 6:00 PM, or shortly thereafter, on Monday, March 16, 2016 at the same location. All persons interested in commenting on the application for this Special Use Permit are invited to attend.

Deborah A. Galeazzi, WCMC
City Clerk

Publish: February 24 & March 8, 2015.

**City of Menasha
Public Hearings**

NOTICE IS HEREBY GIVEN that public hearings will be held by the Menasha Plan Commission and Common Council on an application for a Special Use Permit by James Fletcher, broker/agent for AAK Holdings II to reoccupy the office space at 100 Main Street, which includes Parcel Number, 2-00069-00 and 2-00070-00, City of Menasha, Winnebago County, Wisconsin. The subject sites are zoned C-2 Central Business District and require a Special Use Permit to reestablish the office use on a nonconforming site per Sec. 13-1-44(b)(2) of the City of Menasha Code of Ordinances. Nonconformities include transitional area landscaping adjacent to residential properties and parking lot interior landscaping. The Plan Commission will hold its public hearing on Tuesday, March 3, 2015 at 3:30 PM, or shortly thereafter, in the Council Chambers of Menasha City Hall located at 140 Main Street, Menasha, WI. The Common Council will hold its public hearing on this matter at 6:00 PM, or shortly thereafter, on Monday, March 16, 2016 at the same location. All persons interested in commenting on the application for this Special Use Permit are invited to attend.

Deborah A. Galeazzi, WCMC
City Clerk

Run: March 1 & 9, 2015.

CITY OF MENASHA BOARD OF HEALTH
Minutes
February 11, 2015

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

B. Present: Candyce Rusin, Dr. Teresa Rudolph, Lori Amus, Nancy McKenney, Mary Fritz, Vicki Schultz, Todd Drew, Linda Palmbach, Liz Rosin, Kortney Dahm, Liz Rosin

C. MINUTES TO APPROVE

1. Motion to approve January 14, 2015 minutes made by Dr. Rudolf and seconded by Nancy McKenney.

The motion carried unanimously.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

Administrative: Nancy McKenney reviewed the 2014 Health Department Budget and progress on determining carry forward for 2015.

Communications: The Board reviewed the Measles letters sent to families in the Menasha Joint School District, the parochial schools, Head Start and preschools. Measles vaccination can be provided at the health department. One jurisdiction is planning a targeted measles clinic. Nancy McKenney has asked the Health Officer to monitor success and determine if this is feasible for Menasha (cost-benefit).

The Board reviewed the 02-02-15 Council Meeting coorespondance (01/28/15 City of Menasha Senior Center Renovation Update) and R-7-15 Resolution Approving Naming Bergstrom Automotive as Sponsor of the Senior Center Community Room.

Employee Safety Program: The City will be offering hearing screening to at-risk employees on April 21, 2015.

Sealer of Weights and Measures: A new scale will be ordered (improving accuracy and efficiency).

Environmental Health Program: Progress on restaurant inspections and closures were described).

Public Health Department: The [Communicable Disease Report](#) was reviewed and School Health updates provided.

Mary Fritz, provided a status report on school absences. Absences remain relatively low across the schools. Parochial school contracts and fees were discussed. The Board advised that parochial school fees remain the same for 2015.

The evidence to support scoliosis screening in the schools was reviewed. Lori Amus, moved to recommend that scoliosis screening in the schools be stopped starting the next school year. Seconded by Dr. Teresa Rudolf. There was considerable discussion about the effectiveness and cost benefit ratio. Motion passed.

The Board reviewed Pediculis (Head Lice) information. Head lice is a nuisance and not a communicable disease. The School District has a "no nit" policy. The health department clears children for return to school. Although nits may be present after treatment they are often not viable (casings). This may result in additional absences from school if nits are present. No nit policies are not recommended by the Centers for Disease Control and Prevention and the Wisconsin Department of Health Services. The Board discussed differences between a "no nit" and "no active lice" policy. Health Department procedures and materials are aligned with Menasha Joint School District Policies (no nit). The Board will continue discussion.

Health Screening 60+ Program: Vicki Schultz distributed her Senior Center schedule. The renovated Senior Center will have a health room.

Prevention Program: Park and Recreation, Farmers Market, and Health Department (Vicki Schultz lead) are planning a community walk to promote physical activity and Menasha's walking trails.

Radon: Todd Drew and Vicki Schultz are co-lead on the Radon program. They are planning activities in the middle school.

Dental Program: Loretta Kjemhus described progress on planning the fluoride varnish program in preschools, and the Wisconsin Department of Health Services and Menasha Health Department Healthy Smiles for 9th Grade students oral health survey.

Dental Sealant Program: Kathleen Endres is providing school based dental sealants this spring. The participation rate is good.

Lead Prevention Program: Todd Drew presented a draft letter Menasha Utilities supporting the replacement of lead water service. The letter will be shared with Attorney Captain.

Emergency Preparedness: The Menasha Health Department responded to a request for nursing services during a recent fire, which displaced residents. The Red Cross set up a shelter at Jefferson School. Three staff were deployed who provided on site intake and assessment services starting January 30 (9-11 pm) remained on call throughout the night and onsite on January 31 (9-11 am). A debrief with partners will take place on Friday February 13, 2015.

Senior Center: Todd Drew provided renovation updates and noted the timeline for completion was adjusted.

Candyce Rusin adjourned the meeting at 9:45 am.

The next meeting will be on March 11, 2015.

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

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Sevenich at 6:30 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

EXCUSED: Aldermen Taylor, Langdon

ALSO PRESENT: Mayor Merkes, Neenah City Attorney Godlewski, PC Styka,
DPW Radtke, CDD Keil, ASD Steeno, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [February 16, 2015](#)

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

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Expiration of Ninety Day Trial Period for the Removal of Parking along the West Side of DePere Street North of Fifth Street](#)

DPW Radtke reported the 90 day trial prohibiting parking on the west side of DePere Street for 25 feet north and south of Fifth Street has expired. They experienced some non-compliant issues per PC Styka. Letters were sent to residents in the area and only heard from St. John's Catholic Church. They support prohibit parking in that area.

Moved by Ald. Englebert seconded by Ald. Benner to direct City Attorney to prepare an Ordinance prohibiting parking on the west side of DePere Street 25 feet north and south of Fifth Street.

Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Englebert seconded by Ald. Benner to adjourn at 6:34 p.m.

Motion carried on voice vote.

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

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

**CITY OF MENASHA
COMMITTEE ON AGING
Menasha Senior Center
312 Racine Street, Menasha
February 12, 2015
Minutes**

- A. Meeting called to order at 8:00 am.
- B. Present: Mary Lueke, Joyce Klundt, John Ruck, Tom Stoffel, Brenda Marks, Todd Drew, Vicki Schultz, Nancy McKenney, Jean Wollerman.
- C. MINUTES TO APPROVE
January 15, 2014 minutes were approved.
- D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
Brenda Marks was welcomed as the newly appointed Committee on Aging member. Her term will be from 02/01/15 – 02/01/18.
Senior Center: Jean Wollerman Senior Center Older Adult Director reviewed program participation numbers. Considering the renovation and temporary move to Racine Street participation is good. The Grand Opening and Ribbon Cutting Ceremony will be held on March 2.
Public Health: The Committee reviewed 1) Memo to Common Council: *PHD McKenney, 02/02/15; City of Menasha Senior Center Renovation Update*, 2) R-7-15 Resolution Approving Naming Bergstrom Automotive as Sponsor of the Senior Center Community Room. Vicki Schultz will be maintaining office hours at the Senior Center.
- E. New Business:
Moving Schedule: It is anticipated that clean up and moving will occur the last week of February. Floors will be waxed. Volunteers will be needed to clean and move.
Three events are planned:
Grand Opening: Monday, March 2nd 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
- F. HELD OVER BUSINESS
Renovation Project Update: Todd described progress to date and the revised timeline for completion in later February.
Fundraising Update: There has been progress with sizeable donations. The Committee discussed recognizing donations with a donor plaque (wall) and sponsorship of rooms.
- G. ADJOURNMENT
Joyce Klundt adjourned the meeting.
The next meeting will be held on March, 2015 at 8:00 AM at the newly renovated Senior Center location.

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha Senior Center at 967-3530 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
Landmarks Commission
Council Chambers, 3rd Floor, City Hall – 140 Main Street
February 18, 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: Commissioners Tom Grade, Alison Mayer and Paul Brunette.

LANDMARKS MEMBERS EXCUSED: Ald. James Taylor

OTHERS PRESENT: CDD Keil, Ald. Stan Sevenich, Dean Wydeven and Nick Jevne.

C. MINUTES TO APPROVE

1. Minutes of the January 13, 2015 Landmarks Commission Meeting

Motion by Comm. Mayer, seconded by Comm. Brunette to approve the January 13, 2015 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

Ald. Stan Sevenich commented on the role of the committee that has been formed to develop a plan for the disposition of the columns salvaged from the former bank building. He further suggested that the Landmarks Commission should continue to pressure developer to include them in the new office building project, and if that's not possible, incorporate them into any other new development project. If those options aren't viable, he suggested that they be placed somewhere downtown.

Nick Jevne inquired whether the stone arch from the bank building had been purchased by the city (it has not).

E. COMMUNICATIONS

1. Wisconsin Landmarks Newsletter

F. ACTION ITEMS

1. Façade Improvement Loan Subordination – 192 Main Street

CDD Keil explained that the owner was working with his bank to secure permanent financing for the building and its improvements. The bank will not approve a mortgage with the city being in a superior position to their mortgage. Hence the request by the owner that the city subordinate its loan to the bank. CDD Keil further described the investment in the building and its expected value as related to the mortgages securing the property.

Motion by Comm. Brunette, seconded by Comm. Mayer to approve the façade loan subordination for 192 Main Street. The motion carried.

2. 2015 Wisconsin Association of Historic Preservation Commission Membership

Motion by Comm. Brunette, seconded by Comm. Mayer to approve the membership into the Wisconsin Association of Historic Preservation Commission (WAHPC). The motion carried.

G. DISCUSSION ITEMS

1. 212 Main Street – Comm. Mayer

Commissioners discussed acquiring photo images and displaying them in the storefront windows. Comm. Brunette suggested putting information about the building and its availability in the Wisconsin Landmarks Newsletter.

2. Recognition Plaque

Commissioners discussed whether a recognition plaque for historic building preservation/improvements ought to be presented to a building owner this year, and which buildings

may be appropriate for recognition. The consensus was that a plaque be created and presented to the owner of 180 Main Street.

3. Landmarks Commission Powers and Duties

a. Sec. 2-4-8(e) of the Landmarks Commission Ordinance

CDD Keil presented information on the powers and duties of the Landmarks Commission as provided in the city's Code of Ordinances. Commissioners discussed whether/how properties outside the historic districts should be addressed.

4. Disposition of Columns and other Architectural Artifacts

Comm. Grade reported that artifacts from the hotel and bank buildings have been inventoried along with other artifacts being stored at the Public Works Facility. Inquiry is to be made relative to the status of the salvaged materials that are being stored on the demolition site.

5. Future Landmarks Commission Activities/Projects

a. Photo Contest

Commissioners expressed interest in holding the contest again this year. Assistance from Nick Jevne and Joe Weidert will be sought.

b. Bridge Tower Museum

Commissioners discussed:

- Whether the existing flyer can be located and reused/updated
- The need to clean the building prior to spring opening
- Placing a plaque on the bench acknowledging the role of Bill Herziger in Menasha's historic preservation efforts
- Placing the 1928 Taco Street Bridge plaque in the Bridge Tower Museum

6. Façade Improvement Program Grant/Loan Balance

Balance remains at approximately \$5,000.

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

No one spoke.

I. ADJOURNMENT

Motion by Comm. Mayer, seconded by Comm. Brunette to adjourn at 5:57 PM. The motion carried.

Respectfully submitted by CDD Keil.

Neenah-Menasha Fire Rescue
Joint Finance & Personnel Committee Meeting
February 24, 2015 – 5:30 p.m.
3rd Floor Council Chambers – City of Menasha

Draft

Present: Ald. Benner, Ald. Kunz, Ald. Englebert, Ald. Bates, Ald. Taylor and Ald. Ramos.

Also Present: Chief Auxier, Director Steeno and Office Manager Theisen.

Members of the Public: Jamie Leonard.

Ald. Ramos called the meeting to order at 5:30 p.m.

Public Forum: No members of the public chose to speak.

Meeting Minutes: The Committee reviewed the meeting minutes of December 8, 2014. **MSC Kunz/Englebert to approve the December 8, 2014 meeting minutes, all voting aye.**

Budget Report: The Committee reviewed the preliminary year-to-date 2014 budget report. Chief Auxier said the City of Neenah Finance Department is in the process of finalizing the year-end budget expenses. Once the audit has been completed a final budget report will be ready for review. At this time, there are some monies left over and these will be returned to both Cities as outlined in the merger agreement. Ald. Kunz commended the Department for delaying purchase and use of certain budget line items to make sure we were not over budget due to the unexpected replacement of Quint 32. He asked if this would affect our 2015 budget with purchases and if there would be a need to have additional monies in certain line items. Chief Auxier said no.

The Committee reviewed the January 2015 month end budget report. It was noted almost the entire clothing allowance was spent and that is a contractual item for Local 275 firefighters that is paid out in January. **MSC Benner/Kunz to place the January 2015 monthly budget report and place on file, all voting aye.**

Activity and Automatic Aid Report: The Committee reviewed the 2014 year-to-date activity and automatic aid reports. Chief Auxier noted OM Theisen did a comparison of the overall calls for the past few years and included that information for everyone to review. There were no questions with the information provided.

The Committee reviewed the January 2015 activity and automatic aid reports. Ald. Kunz asked why the different codes for reports (i.e. materials on stove top, outside rubbish fire, etc.). Chief Auxier said these codes are set by NFIRS and we have to use their codes when completing reports. Ald. Benner asked if we have seen a difference with carbon monoxide detectors since the building codes changed and now requires these to be installed. Chief Auxier said we have the ability to make sure multi-family owners comply. However, we do not have the ability to make sure single-family dwellings have these but there is more awareness and many people are installing them. Ald. Taylor asked why we cannot check R1 and R2 dwellings. Chief Auxier said this set by State Statute. However, if we do receive a call from a renter and/or go to an EMS call we will make sure they have working alarms. Ald. Taylor asked if we could expand R2 into a local ordinance to enforce compliance. Chief Auxier said we cannot do this as this is a State statute. **MSC Benner/Bates to approve the 2014 and January 2015 activity and automatic aid reports and place on file, all voting aye.**

State Wide Structural Collapse Contract: The Committee reviewed the 2015 State of Wisconsin Structural Collapse Contract. Ald. Ramos noted this is a contract that we have reviewed every year for quite a few years. Chief Auxier discussed the training our firefighters receive and how these skills are used for potential calls in our communities (i.e. trench rescues, reinforcing collapsed structures, etc.). He received notice from the State that they would like to make this a two-year contract versus a one-year. Ald. Taylor asked where the REACT training facility is and where our territory is in the State. Chief Auxier said the training is at Volk Field and our area is in the central part of the State but we can be called to any part of the State if there is a need. He noted the contract reimburses us \$45 per hour for training hours but this doesn't include travel time. Ald. Taylor asked if the training causes overtime. Chief Auxier said there are times

when this happens. We try to schedule the training for when the members are on duty. If overtime is needed to backfill their positions the money we receive from the State does help offset these costs. Ald. Taylor asked what the costs are to cover backfill and overtime. Chief Auxier said the maximum the Department spends is \$2,000-\$3,000 per year. Ald. Bates asked if we have ever been called by the State for an incident. Chief Auxier said we have not but we came close when the tornado went through the Wautoma area. However, we have been called to other communities for help through mutual aid. Ald. Taylor asked how many people would be sent if there was a request from the State. Chief Auxier said eight. **MSC Bates/Benner recommends the City of Neenah and City of Menasha Common Councils approve the Extended Contract for Statewide Structural Collapse Team Members and amend the contract period for January 1, 2015 through December 31, 2016, all voting aye.**

Retirement Notifications: Chief Auxier said he received DC Steve DeLeeuw's retirement letter. He will retire on May 12, 2015 and has served 41 years in the fire service for the Cities of Neenah and Menasha. The Committee thanked him for his service and asked that they be notified of the when the Department will have his retirement gathering.

2014 Capital Computer Hardware Carry Forward Funds Request: The Committee reviewed the memo from Chief Auxier regarding the requesting to carry forward 2014 Capital Computer Hardware funds. This is for the conversion of the records management software, Firehouse, to sequel server computer programming. As noted in his memo, we do not know if we will need to purchase additional storage. However, there is the possibility and we want to be prepared if we find out we need this during the conversion. Ald. Kunz asked about the new software the City is looking to purchase for payroll and asked how this would work with Firehouse. Chief Auxier asked OM Theisen to explain this information. She noted the current process for payroll requires the Shift Commander to complete their schedule and payroll record at the end of their 24-hour shift. A report is run out of Firehouse that shows the payroll records for the shift. It is then manually transfer onto a paper timesheet. A time sheet is manually created for 63 line staff members. After the time sheets have been manually created the information is then re-data entered this into the City of Neenah Finance Department's payroll software. The timesheets are physically copied and taken over to the Payroll Department for review and further processing. The software Director Wenninger is requesting to purchase will eliminate the need to manually create paper time sheets. Firehouse has the ability to export the payroll data into the software program Director Wenninger is requesting to purchase and it can be done on a daily basis. Once the data is exported into the software, OM Theisen would review it for accuracy and assign the project codes for the pay to the appropriate budget line item.

Ald. Taylor asked how long the new ".Net" program has been in place. Chief Auxier said almost two years. Our conversion has been delayed due to the amount of data we have to convert. As Firehouse implemented the new ".NET" program, they did have some issues with converting data. These issues have been fixed and we anticipate a relatively smooth transition. Ald. Taylor asked Director Steeno if she was familiar with this program. She said no. Ald. Benner asked how long this software will be supported. Chief Auxier said the program has been around for over 20 years. Ald. Kunz said there would be a lot of changes and asked if we want to continue to move forward with this program. Chief Auxier said there is not guarantee we will spend this money and Director Wenninger is suggesting we have these funds available just in case we do need to purchase additional storage. OM Theisen explained Firehouse was used by both Departments prior to consolidation and since the merger. There is over 20 years of data that needs to be maintained. As the Department has moved forward with streamlining processes and reduce redundancies Firehouse has been used for this. In an effort to reduce the amount of data will be converted we did go through and clean up a lot of duplicate codes and data that is not needed.

Ald. Kunz said Neenah IS does have a charge back for their services to each Department and this is how their budget is funded. He asked if the additional time Neenah IS will be spending has been accounted for in our current budget. Chief Auxier said we worked with Director Wenninger on this and it has been accounted for. Ald. Bates asked how the current process affects OM Theisen's time and how it may change. OM Theisen noted the current process for payroll takes around 13-15 hours of time every two weeks. She is the only person who knows how to do payroll for our Department. Due to the amount of time it takes to process payroll and being the only person who knows how to do this, it requires her to schedule vacation around payroll and to come in on weekends and holidays to process payroll. In 2014, she worked on Christmas Day to process payroll so everyone was paid on time. This new software will have the ability to do payroll every single day and will free up time to be able to complete other things that either doesn't get done right away

or to be able to concentrate on things that we want to do but can't due to lack of time. Ald. Benner said it is ridiculous we require an employee to come in on weekends and holidays to do payroll and we should support the changes for both programs. Ald. Kunz asked about timing and how this works for the future. OM Theisen said she has been asking Director Wenninger to look at making changes in the way payroll is processed for almost four years. He's been very receptive and has been working to find a program that will meet both Police and Fire's needs. Ald. Taylor asked OM Theisen if she receives overtime. OM Theisen noted no overtime monies are paid but earns comp time and take off on a different day. **MSC Benner/Englebert recommends the City of Neenah and City of Menasha Common Councils approve the 2014 Capital Hardware Outlay Carry Forward Request of \$4,321.00 and place in the 2015 Capital Computer Hardware Outlay line item, account # 180-2301-712-81-15, for a total of \$9,521.00 in that line item for 2015, approve voting aye.**

Station 32 Apparatus Bay Cleaning: The Committee reviewed the apparatus bay cleaning request. Chief Auxier said per the merger agreement this is a City of Neenah only expense and was approved in the 2015 budget. **MSC Bates/Kunz recommends the City of Neenah Common Council approve the quote from Servpro to perform the Station 32 apparatus bay cleaning for a cost not to exceed \$7,500.00, all voting aye.**

Dive Team Funding: Chief Auxier said he did speak to Chief Kiesow regarding Dive Team Funding. Chief Kiesow said he didn't feel the Town of Menasha would participate providing monetary funding at this time. However, he would talk to the Town of Menasha officials regarding this request. He does understand the costs that are involved with maintaining our dive team. Ald. Bates asked how other Dive Teams are funded. Chief Auxier said Oshkosh Fire Department and Winnebago County Sheriff's Department each have their own dive team and are funded through their own budgets. In speaking with Chief Franz, Oshkosh Fire Department decided to fund their own dive team to help improve response times due to the amount of water area they have to cover. Their Department has even more water areas than ours.

Ald. Benner said he likes to put things in perspective. When should look at the amount of water areas we cover and figure out how much is in the Cities of Neenah and Menasha compared to the area townships. There is a value to the equipment that is provided to us by the County but there are still costs associated with maintaining the dive team. Chief Auxier said we are in a catch 22 position. The County is responsible for the water ways but we are closer to these areas and can respond faster. It was a community effort to raise the initial funds for the dive team. The majority of this money was provided by someone who lived in Outagamie County but passed away in our area.

Ald. Kunz said we do not respond to area townships to put out fires and asked at what point do we start applying this for water rescue calls? Chief Auxier Said regardless of what stance we take we can be called for mutual aid to the area townships due to the mutual aid agreement we have with Winnebago County. With this mutual aid agreement, every department agrees to send help if requested. Mutual aid is not like the automatic agreement we have with Appleton. Mutual aid calls come in after the responsible department is actually on scene and feels they need additional resources. Chief Auxier said he felt if the water rescue call is in the Town of Menasha the first agency that should be dispatched is Winnebago County Sheriff's Department. They can then request help through mutual aid.

Ald. Taylor asked if Chief Kiesow put anything in writing after the meeting. Chief Auxier said he doesn't have anything in writing. He also suggested the Cities should also look at charging additional boat launch fees and this money could be set aside in a specific fund for the dive team. Ald. Englebert said if we asked for a fundraising effort to start the dive team and if some of this money came from residents from the area townships, and then start charging them for this service, that may not sit well with them. Ald. Benner said no one is implying we will stop supplying services. We are looking for help in funding the services to keep this going.

All Committee Members agreed with Ald. Benner's idea and requested Chief Auxier to complete a shoreline analysis. This should include percentages of areas we cover for the area townships compared to the Cities of Neenah and Menasha. The Department should figure out what the costs are to maintain the current dive team, which is above the monies raised through fundraising. This will be brought back to the Committee to discuss and come up with possible suggestions for both Common Councils to review and move forward with to help cover these costs.

MSC Benner/Bates to adjourn at 6:35 p.m., all voting aye.

Respectfully Submitted,

Tara Theisen
Office Manager

Neenah-Menasha Fire Rescue
Joint Fire Commission Meeting Minutes
February 25, 2015 – 12:00 p.m.
3rd Floor Council Chambers – City of Menasha

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

Also Present: Chief Auxier and OM Theisen.

Members of the Public: No members of the public were present.

Meeting Minutes: The Commission reviewed the meeting minutes from January 28, 2015. **MSC McCann/Lewis to approve the January 28, 2015 meeting minutes and place on file, all voting aye.**

January Activity and Automatic Reports: The Commission reviewed the January 2015 activity and automatic aid reports. This is informational only and no action is required.

January 2015 Budget Report: The Commission reviewed the January 2015 budget report. This is informational only and no action is required.

Retirement Notifications: Chief Auxier said he received notice of DC Steve DeLeeuw's retirement effective May 12, 2015. He has 41 years of service with the Cities of Neenah and Menasha. The Commission asked if this position would be replaced. Chief Auxier said he has been meeting with both Mayors to review the Administrative positions and job functions. Concern has been expressed about the budget and at this time no determination has been made. He did meet with Director Steeno to discuss Menasha's funding this replacement position. His intent is work with the Mayors to have a decision in the near future. This decision, along with AC Green's wage increase request, will be brought to an upcoming Joint Finance & Personnel Committee meeting for consideration. He will update the Commission after their meeting.

Chief Auxier received notice from Dave Grable of his retirement effective March 15, 2015. Dave has 33 years of service. The Commission asked when an offer can be made to replace his vacated position. Chief Auxier said he cannot make an offer until after Dave retires.

Consideration and Action of Fire Officer Promotion: Chief Auxier noted with Dave Grable's retirement this will leave a vacated Fire Officer position within the Department and the next person on the Fire Officer Promotion list is Troy Jahns. **MSC Lewis/Keating to approve the promotion of Troy Jahns to Fire Officer effective March 16, 2015 condition upon Dave Grable's retirement, all voting aye.**

Consideration and Action of Driver/Engineer Promotion: Chief Auxier said with Troy Jahn's promotion to Fire Officer this will leave an open Driver/Engineer position and the next person on the Driver/Engineer's promotion list is Jeff Ellis. **MSC McCann/Lewis to approve the promotion of Jeff Ellis to Driver/Engineer effective March 16, 2015 condition Dave Grable's retirement, all voting aye.**

Other: Commissioner Kubiak requested copies of job descriptions for the positions within the Department as it would help him better understand the different positions. Chief Auxier said he would bring these to the March meeting. He noted the Deputy Chief job description should be ready to review at the next meeting.

Commissioner Liebhauser requested an updated roster be given to the Commission after Dave Grable's retirement. Chief Auxier said he would send this out.

MSC Keating/Kubiak to adjourn at 12:33 p.m., all voting aye.

Respectfully Submitted,

Tara Theisen
Office Manager

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

A. CALL TO ORDER

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

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Benner and Commissioners Sturm, DeCoster and Cruickshank (excused at 4:20 p.m.).

PLAN COMMISSION MEMBERS EXCUSED: DPW Radtke and Comm. Schmidt

OTHERS PRESENT: CDD Keil, CDC Heim, Jim Fletcher, Glen Femal, Cal Waters, Steve Grenell and Hans Zietlow.

Public Hearing Regarding the Special Use Permit Application for 1233 Midway Road, Proposed Kwik Trip Convenience Store and Gas Station

Mayor Merkes opened the public hearing at 3:36 PM.

Hans Zietlow, Director of Real Estate, Kwik Trip, Inc., gave an overview of the project at this location which included: the store at this location will be larger than previously built stores in the state and that the car wash will be attached to the building, Kwik Trip has received DOT and Winnebago County approval of the driveway access points, all stormwater will be managed on site and that they are looking at starting construction in June, 2015.

Cal Waters, Waters Plumbing, stated that they have worked with Kwik Trip in the past and have found them to be an excellent company to work with, the site is clean, construction on time and sees Kwik Trip as an asset to the community.

The hearing was closed at 3:38 PM.

Public Hearing the Special Use Permit Application for 100 Main Street

Mayor Merkes opened the public hearing at 3:39 PM.

Jim Fletcher, Remax 24/7 Commercial, gave an overview of the Special Use Permit request and the need to have approval of the permit as there is a tenant seeking to occupy the space for 18 months starting in April, 2015.

The hearing was closed at 3:40 PM.

C. MINUTES TO APPROVE

1. **Minutes of the February 3, 2015 Plan Commission Meeting**
Motion by Comm. Sturm, seconded by Comm. Cruickshank to approve the February 3, 2015 Plan Commission meeting minutes. The motion carried 5-0.

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

1. No one spoke.

E. DISCUSSION

1. **Lighting Standards for Residential Properties**
Discussion by Commissioners regarding if this was still an issue and if residential properties

should be held to a similar level of lighting standards as business properties. CDD Keil explained that he had conversations with the Police Department and the Public Nuisance ordinance seems to be the best fit if an ordinance adoption is pursued. It was the opinion of the Commissioners that this issue be brought back to the next meeting for further discussion.

2. **Comprehensive Plan Review – Rezoning of Parcel Immediately to the East of 1233 Midway Road**

CDD Keil provided a history on this parcel which the city acquired for the Midway Business Park. The property was then acquired by Winnebago Color Press in exchange for additional right-of-way on Midway Road when the intersection was reconstructed. When other parcels were rezoned from C-3 (Business and Office District) to C-4 (Business Park District) this parcel was excluded. Commissioners discussed what could be done with the parcel. It was alluded that when the CSM for the Kwik Trip property is completed it could be part of a possible commercial development. There is an existing easement on the parcel which will be addressed with review of the CSM. Commissioners had no issues and the rezoning will be initiated and placed on the next agenda.

F. ACTION ITEMS

1. **Special Use Permit – 1233 Midway Road – Kwik Trip Convenience Store and Gas Station**

CDD Keil provided an overview of the proposed site plan for the Kwik Trip store and gas station. He proposed the following be brought into compliance with the Menasha Code of Ordinances: the parking lot interior landscaping be brought into compliance per Sec. 13-1-12(g)(5)(b), landscaping adjacent to the building be brought into compliance per Sec. 13-1-12(g)(3), curbing adjacent to the building be brought into compliance per Sec. 13-1-51(b)(2)(b), approval of erosion control and stormwater management plan be approved by the Public Works Department, that the annexation of parcel #008-0381 be completed prior to occupancy, the canopy lighting intensity comply with the lighting standards in Sec. 13-1-12(5), parking lot lighting to comply with Color Rendition Index of 50 or greater be brought into compliance per Sec. 13-1-12(5) and that the submission of a CSM combining and splitting of the parcels be completed prior to occupancy.

Hans Zietlow indicated that at other project sites they have successfully used large planters in the front of the building as landscaping as it helps to minimize the amount of trash that could be disposed of in a landscaped area. Mr. Zietlow indicated that he would work with the landscape architect to resubmit the landscaping plan showing the planters and the updates to the interior parking lot landscaping. Ald. Benner asked what types of plantings were typically used in the planters. Mr. Zietlow indicated that seasonal and evergreen shrubbery is typically used. Comm. Strum indicated that the planters would have to be substantial. Comm. Cruickshank asked if the planters would fulfil the landscape requirements. CDD Keil indicated it could be addressed as part of the Special Use Permit and not the Site Plan review. Mr. Zietlow addressed the interior curbing issue stating that Kwik Trip has used bollards with sidewalks to grade in lieu of sidewalk curbing as this eliminates a trip hazard for customers. CDD Keil indicated that the bollards would address the curbing requirements and could be addressed as part of the Special Use Permit in lieu of the curbing and the location of the bollards should be noted on the site plan. All lighting is LED and he would be sure to have the lighting spec sheets and a revised lighting plan submitted to compliance.

Motion by Ald. Benner, seconded by Comm. Cruickshank to recommend approval of the Special Use Permit for 1233 Midway Road, Kwik Trip convenience store and gas station with the following conditions:

- The parking lot interior landscaping to comply with Sec. 13-1-12(g)(5)(b)
- Landscape planters be placed adjacent to the building in lieu of landscaping adjacent to the building as required by Sec. 13-1-12(g)(3)
- A new landscaping plan showing the revised parking lot interior landscaping and the planter location and planting plan be submitted for review
- Bollards are to be placed in lieu of the curbing adjacent to the building requirements of Sec. 13-1-51(b)(2)(b). A revised site plan is to be submitted showing the bollard locations
- Erosion control and storm water management plans be approved by the Public Works

- Department prior to the issuance of a building permit
- That the canopy lighting intensity be brought into compliance with the lighting standards of Sec. 13-1-12(5)
- That parking lot lighting comply with Color Rendition Index of 50 or greater per Sec. 13-1-12(5)
- That a revised lighting plan be submitted for review showing the changes to the parking lot and canopy lighting
- Annexation of parcel #008-0381 be completed prior to building occupancy
- Submission of a CSM recombining the parcels be completed prior to occupancy

The motion carried 5-0.

2. **Special Use Permit – 100 Main Street – AAK Holdings II, LLC**

CDD Keil provided an overview of the site conditions. Due to the building being vacant for greater than twelve months, the site must be brought into compliance. Commissioners discussed the site and the current condition. Jim Fletcher spoke regarding the urgency for the Special Use Permit as there is proposed lease for the building and bringing the site into compliance prior to the lease agreement is not feasible. Commissioners discussed several issues including the planting of trees in the transition area and coordination of that with the adjoining property owner, removal of dead trees on the property, setting a compliance date for plantings to be completed, matching new mulch material with existing mulch.

Motion by Comm. Sturm, seconded Ald. Benner to approve the Special Use Permit for 100 Main Street with the following conditions:

- Replace the maple tree on the Main Street frontage and extend the transitional area to the dumpster
- The parking lot transitional area to be brought into full compliance with all ordinance standards upon reconstruction of the parking lot
- Parking lot to be sealed and striped upon sale of the property
- Planting plan and tree replacement to be reviewed and approved by the City Forester
- Stone mulch to match the existing mulch on property
- Pursue installation of canopy trees with adjoining property using a mix of deciduous and evergreens
- June 15, 2015 compliance date for planting installation
- Replace trees on east side of property
- Deciduous and evergreens

The motion carried 5-0.

H. **ADJOURNMENT**

Motion by Ald. Benner, seconded by Comm. DeCoster, to adjourn at 4:45 PM. The motion carried 4-0.

Minutes respectfully submitted by CDC Heim.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

February 25, 2014

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:00 a.m., with Commissioners Roy Kordus, Don Merkes, and Joanne Roush present on roll call. Also present were Melanie Krause, General Manager; Steve Grenell, Engineering Manager; and Tim Gosz, Water Utility Manager.

Those excused were Commissioner Zelinski, William Menting, Electric Manager, and Paula Maurer, Customer Services Manager.

Item II. The motion by Comm. Merkes, seconded by Comm. Roush, was unanimously approved on roll call to convene into Closed Session pursuant to Section 19.85 (1) (g), of the Wisconsin Statutes for the purpose of conferring with legal counsel for the governmental body that is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. City of Menasha vs. Waverly Sanitary District et al. Circuit Court Case Number 2013CV00189, Appellate case number 2014AP001576; City of Menasha vs. Village of Harrison, Calumet County Circuit Court Case Number 2015CV00017; and inter municipal Agreement dated October 28, 1999, between City of Menasha, Town of Harrison and Waverly Sanitary District. Re: Waverly Sanitary District.

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 8:23 a.m.

John Teale, Technical Services Engineer, and Kristin Hubertus, Business Operations Accountant, joined the meeting at 8:30.

Item III. People from the Gallery heard on any topic of public concern to the Utility.

Steve Hammen, Line Foreman spoke regarding employee grievances and the grievance procedure.

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

- A. Minutes of the Regular Meeting of January 28, 2015
- B. Approve and warrant payments summarized by checks dated February 5-25, 2015, which includes Net Payroll Voucher Checks, Void O & M Check #47116 & ACH #501405, and Operation and Maintenance Voucher Checks for a total of \$837,426.18, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call
- C. Correspondence as listed:
Copy of letter received February 4 from the Public Service Commission of Wisconsin
RE: Application for changes to street lighting tariff.

Copy of letter from State of Wisconsin Office of the Commissioner of Insurance RE: Proposed provision to discontinue the LGPIF.

Copy of Docket 3560-TE-100 & 3560-TW-101 dated February 12. Copy of notice to the Customers of Menasha Electric and Water Utilities dated February 16 RE:

Proceedings for tariff changes related to deferred payment agreements.

Copy of letter dated February 5 from McMahon RE: Source Water Supply Evaluation.

Copy of Menasha Utilities Newsletter dated February 2015.

Comm. Roush questioned the rate tariff reduction in street lighting. General Manager Krause explained the City of Menasha has been working with the Utility on the plan for replacement. The reasons behind the reductions include splitting out type of pole installation and revised lighting prices

Comm. Merkes commented on a projected 3 year plan to change out the remaining high pressure sodium lights to LED lighting.

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 for informational purposes.

Item VII. Unfinished Business, Change Order #1/Corrected on Change order #4, Low Lift Pump Modification – Change order #4 voids Change Order #1 and includes \$269.00 for the balance due on the remainder of reimbursement of building permit fees. The total change modifies the contract price to \$436,659.00.

The motion by Comm. Merkes, seconded by Comm. Roush was unanimous to approve Change order #4 to J.F. Ahern Co. for remainder of building permit fees for a total increase to the contract price of \$269.00. The Commission also recommended the Board of Public Works approve revised change order #4 and forward it to the Common Council for approval.

Lead & Copper Testing/Lead Water Service Ordinance – General discussion ensued on PSC approval of tariff changes to deferred payment agreements for lead water service replacement; specific wording of the draft ordinance being proposed; customer communication of ordinance change and verification of lead services; and timeline for approval of ordinance with an effective date to begin replacements.

Commissioners would like to see preliminary approval from the PSC regarding the deferred payment agreement tariff before recommending the ordinance to the City Council.

Power Factor Study – The Power Factor Study, performed by Forster Electrical Engineering, was discussed. Three effects caused by the loss of capacitors were identified along with possible solutions. Two recommendations were provided, however, system wide and financially the solutions would not have substantial benefit to the Utility.

Travel Request – A follow-up report to Customer Services Manager, Maurer’s APPA Customer Service Management Certificate Program training on February 2-6, 2015 was presented.

Item VIII. New Business, Arc Flash Assessment – Engineering Manager Grenell discussed the two engineering proposals received for an Arc Flash Study of the entire distribution system.

The motion by Comm. Roush, seconded by Comm. Merkes was unanimous to approve the agreement for engineering services from Forster Electrical Engineering for an Arc Flash Study in the amount of \$8,000.

Item IX. Strategic Reports, Monthly Strategic Initiative Update – The January report was discussed.

December Financial and Project Status Reports – The December financials are an unaudited version; the 2014 audited financials will be presented at the March Commission meeting. Even though electric consumption as a whole was above budget, year-to-date revenues were under budget due mainly to PCAC, DCA and ECA pass through rates. Completed 2014 projects were closed out and entered into the books; unfinished projects will be transferred to the 2015 project status report.

Water consumption was 1% higher than budget for the year; year-to-date Net Operating Income was 20% higher than budget due to lower than budgeted expenses; and total debt remaining for the Water Utility is just under 14 million dollars with 11 million of that being funds for Safe Drinking.

Telecommunications Utility year-to-date expense difference between 2013 and 2014 was due to switching from Time Warner to WiscNet.

January Financial and Project Status Reports – Electric consumption was lower than budget by 0.49% and actual cost for power was 1.5% higher than budget.

Water Utility Revenues has a new category, Multi-Family, which is for PSC tracking purposes. Water consumption increased 11.7% compared to budget driven mainly by Industrial customer’s usage.

Water Project Status Report shows the overage on the Low Lift Pump project due to engineering costs not included in the budget amount.

Telecommunications expenses row will show a variance throughout the year because 2014 budgeted installation costs for the lights at Koslo Park were delayed due to field conditions and are now carried over to 2015.

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

Project Reports, Water Plant Projects – The Low Lift Pumps are up and running well.

Water Plant Security System – Requests for quotes are due by March 2nd.

Metering Practice & Plan – Staff is working with Chapman to begin the next round of meter testing.

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

Item XII. The motion by Comm. Roush, seconded by Comm. Kordus, was unanimously approved on roll call to adjourn at 9:50 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.

PROCLAMATION

Saluting Eagle Scout Justin J. Hovarter

Whereas, Recognition as an Eagle Scout is the highest award available to youth members of the Boy Scouts of America, it is attained by very few young men, and;

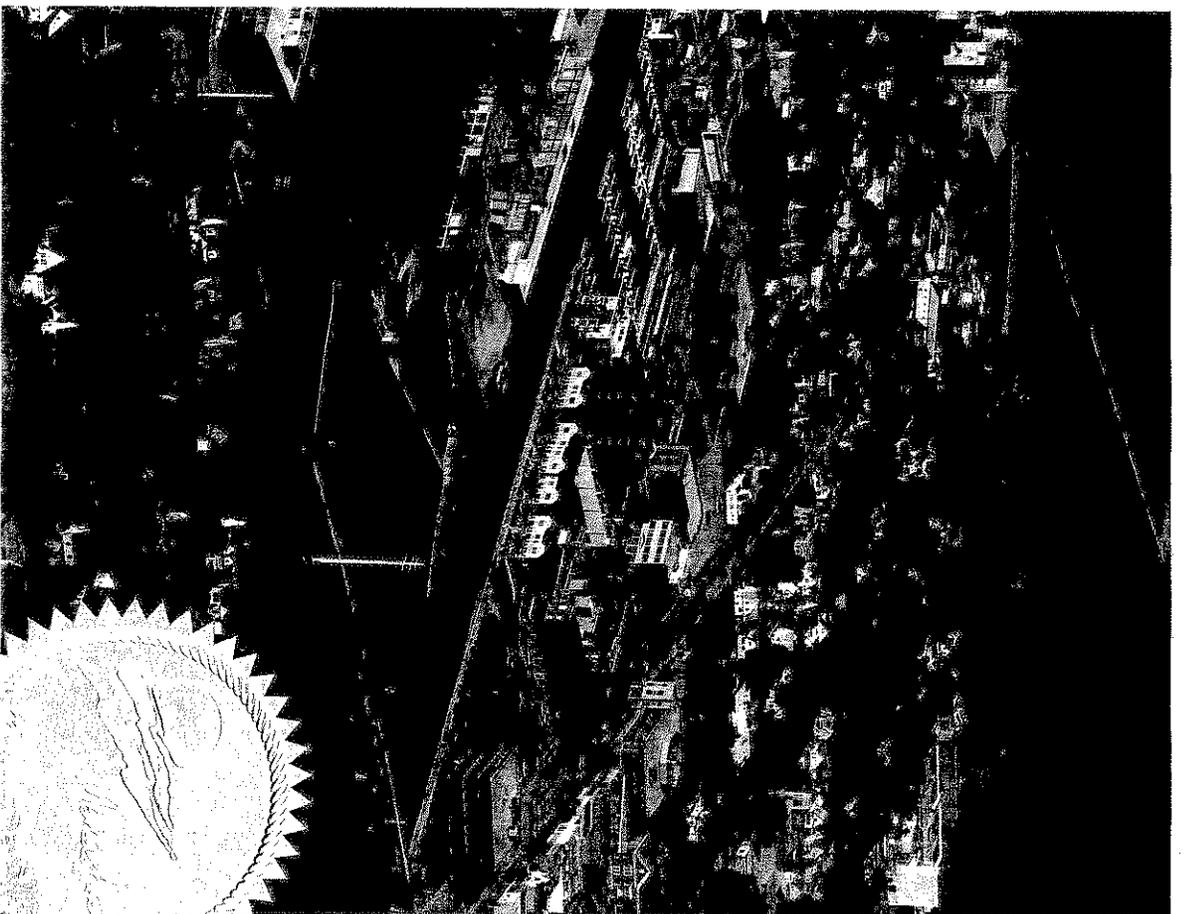
Whereas, The physical and mental requirements of an Eagle Scout are strenuous and demand the ability to show leadership and compassion toward our community, and;

Whereas, In scouting, the eagle stands for strength of character and represents an understanding of community, nation, world and all phases of scouting, and;

Whereas, This Eagle Scout proved his dedication to his community and leadership abilities by building two trellises, a bench and redoing landscaping outside of Wilson Elementary School in Neenah, Wisconsin.

Now, Therefore, be it Proclaimed, that I, Donald Merkes, Mayor, honor and salute Justin J. Hovarter for achieving the high rank of Eagle Scout, thereby proving his commitment to his country, his community and himself.

Be it further Proclaimed, that Justin has worked hard to earn the respect of his peers and adult leaders; thereby proving that he is trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean and reverent.

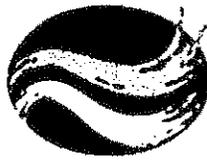


Dated this 24th day of February, 2015.

Donald Merkes, Mayor

LANDFILL ADMINISTRATION
(920) 232-1800
FOX CITIES
(920) 727-2884
FAX (920) 424-1189

100 W. COUNTY RD. Y
OSHKOSH, WI 54901
www.co.winnebago.wi.us



Winnebago County

Solid Waste Management Board

The Wave of the Future

SOLID WASTE/RECYCLING
TRANSFER STATION
(920) 232-1850
FOX CITIES
(920) 727-2896
FAX (920) 424-4955

LANDFILL GAS FACILITY
(920) 232-1800
FAX (920) 424-7761

February 25, 2015

Senator Alberta Darling
Room 317 East
State Capitol
PO Box 7882
Madison, WI 53707-7882

Representative John Nygren
Room 309 East
State Capitol
PO Box 8953
Madison, WI 53708-8953

Honorable Chairs of the Joint Finance Committee:

Enclosed please find a resolution passed by the Winnebago County Solid Waste Management Board (WCSWMB) on February 18, 2015 in opposition to Governor Scott Walker's proposed cuts to recycling and waste reduction programs in the 2015-2017 biennial budget.

The 2015-2017 Executive Budget Bill proposed by Governor Walker seeks to reduce recycling grant funding to municipalities by \$4 million in 2015-2016 and eliminate funding of the UW-Extension Solid and Hazardous Waste Education Center (SHWEC) and the UW-System Solid Waste Research grant program. The source of funding for these programs is the \$7.00/ton Recycling Fee imposed on each ton of municipal solid waste disposed of in Wisconsin landfills. The Recycling Fee nets an average of \$34 million in revenues per year. While the collection of the Recycling Fee remains fully intact, the Governor's budget proposes to cut critical grant funding and educational resources funded by the Fee.

Municipalities have already seen their financial support from the State for mandated recycling programs dwindle from approximately \$30 million in 2008 to \$19 million in 2011 to the proposed \$15 million in 2015, a 50% reduction in seven years. The proposed \$15 million recycling grant allocation is anticipated to cover only 14% of actual program costs of the mandated recycling program.

SHWEC and the UW-System Solid Waste Research grant program are two additional casualties proposed by Governor Walker's budget. Winnebago County has directly benefitted from the staff expertise, factsheets, website, workshops and additional resources provided by SHWEC. The four positions for "extension recycling education" will be a significant loss to businesses and municipalities around the state, as SHWEC provides no-cost technical assistance on recycling, composting, solid and hazardous waste, green building, pollution prevention, energy, sustainable communities and more. The UW-System Solid Waste Research program has

funded more than 250 research projects since 1990. The body of work from this program is vast, from serving as the foundation for changes to state solid waste laws to aiding private industry in more effective management of waste byproducts. Again, funding proposed to be eliminated for SHWEC and the UW-System Solid Waste Research grant program are fully paid for via the \$7.00/ton Recycling Fee, not through general purpose revenues.

The Recycling Fee was specifically created to support recycling and waste reduction programs. Maintaining the Fee, while cutting these programs, erodes the public trust in sound fiscal policy. The WCSWMB requests the restoration of recycling grant funding for municipalities of \$4 million in 2015-2016 and the restoration of funding for SHWEC and the UW-System Solid Waste Research grant program.

Thank you for considering the views of Winnebago County Solid Waste Management Board. Please feel free to contact Jennifer Semrau, Winnebago County Recycling Coordinator (920) 232-1853 with questions regarding the position of WCSWMB.

Sincerely,



Patrick O'Brien
Chairman, Winnebago County Solid Waste Management Board

Enclosure

CC: Municipalities of Winnebago County
Brown County
Outagamie County
Wisconsin Counties Association
Wisconsin Towns Association
League of Wisconsin Municipalities
Wisconsin Alliance of Cities
Winnebago County State Representatives
Winnebago County State Senators
Members of the Joint Committee on Finance
Governor Scott Walker

**WINNEBAGO COUNTY SOLID WASTE MANAGEMENT BOARD RESOLUTION OPPOSING
REDUCTION OF RECYCLING GRANT FUNDING AND ELIMINATION OF SHWEC AND UW
SYSTEM SOLID WASTE RESEARCH PROGRAM FUNDING:**

1 **WHEREAS**, recycling provides a whole host of environmental benefits, including
2 preserving natural resources, less air pollution, energy savings, reduced greenhouse gas
3 emissions, reducing mining wastes and conserving landfill space; and
4

5 **WHEREAS**, recycling also provides extensive economic benefits, providing material
6 feedstock for manufacturing, business development, state and local tax revenue and four times
7 more jobs than the disposal industry; and
8

9 **WHEREAS**, the State of Wisconsin mandated recycling in 1990 under 1989 Wisconsin
10 Act 335 and Administrative Code NR 544; and
11

12 **WHEREAS**, Towns, Villages, Cities and Counties, hereafter Municipalities, responded
13 by becoming Responsible Units (RUs) for Recycling and as such, invested millions of dollars in
14 education, collection and processing infrastructure for Effective Recycling Programs; and
15

16 **WHEREAS**, Brown, Outagamie and Winnebago Counties invested in Material Recovery
17 Facilities (MRFs) and constructed a MRF in each County to serve the recycling processing
18 needs of its residents in anticipation of the 1995 landfill bans; and
19

20 **WHEREAS**, to improve the efficiencies and cost effectiveness of the three Counties'
21 programs, Brown, Outagamie and Winnebago County developed and signed a Cooperative
22 Agreement in 2002 which consolidated recycling processing operations and eliminated one
23 MRF; and
24

25 **WHEREAS**, in 2009 to further enhance operational efficiencies and to invest in needed
26 technological improvements, Brown, Outagamie and Winnebago Counties consolidated all
27 processing operations into a single new, jointly-owned \$9.8 million dollar single stream recycling
28 MRF; and
29

30 **WHEREAS**, in 2014 to further enhance operational efficiencies and expand recyclable
31 material acceptance, Brown, Outagamie and Winnebago Counties improved the single stream
32 recycling MRF with a new, nearly \$1.9 million dollar investment; and
33

34 **WHEREAS**, the State of Wisconsin originally proposed to cost share 66% of the
35 Municipalities' costs for establishing and maintaining Effective Recycling Programs; and
36

37 **WHEREAS**, the State of Wisconsin has imposed levy limits on Municipalities putting
38 many under severe financial constraints; and
39

40 **WHEREAS**, the 2015-2017 Executive Budget Bill proposed by Governor Scott Walker
41 seeks to reduce recycling grant funding to RUs by \$4 million in 2015-2016; eliminate funding for
42 the Department of Corrections computer recycling program, the UW-Extension Solid and
43 Hazardous Waste Education Center (SHWEC) and the UW-System Solid Waste Research
44 grant program; and
45

46 **WHEREAS**, the source of funding for recycling grants for RUs is the \$7.00/ton Recycling
47 Fee charged on each ton of municipal solid waste disposed of at Wisconsin landfills; and

48
49 **WHEREAS**, the Recycling Fee generates an average of \$34.1 million per year, yet the
50 recycling funding to RUs has eroded from nearly \$30 million in 2008 to \$19 million in 2011 to the
51 proposed \$15 million for 2015, a 50% reduction in seven years, while the full \$7.00/ton
52 Recycling Fee continues to be collected by the State; and
53

54 **WHEREAS**, the proposed \$15 million recycling grant allocation is anticipated to cover
55 only 14% of actual program costs of the mandated recycling program; and
56

57 **WHEREAS**, SHWEC's mission is to enhance Wisconsin's environment and economy by
58 providing quality education, information and technical assistance to promote the sustainable use
59 of natural resources, and Winnebago County has directly benefitted from SHWEC's staff
60 expertise, factsheets, workshops and website; and
61

62 **WHEREAS**, the UW-System Solid Waste Research program was established by the
63 Wisconsin legislature in 1990 and seeks research into alternative methods of solid waste
64 disposal, including the reduction in the amount of solid waste generated, the reuse and
65 recycling of materials, composting, source separation and the disposal of household hazardous
66 waste and the program has funded over 250 research projects to date; and
67

68 **WHEREAS**, the Winnebago County Solid Waste Management Board previously
69 opposed reduction/elimination of recycling grant funding (2011) and the elimination of SHWEC
70 (2001);
71

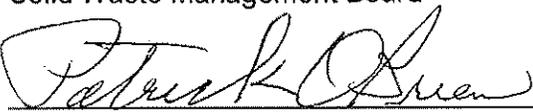
72 **NOW, THEREFORE, BE IT RESOLVED**, that the Winnebago County Solid Waste
73 Management Board opposes the \$4 million reduction of RU recycling grant funding in 2015-
74 2016; and
75

76 **BE IT FURTHER RESOLVED**, that the Winnebago County Solid Waste Management
77 Board opposes the elimination of funding for UW-Extension SHWEC and the UW-System Solid
78 Waste Research program; and
79

80 **BE IT FURTHER RESOLVED**, that the Winnebago County Solid Waste Management
81 Board supports the full use of the Recycling Fee as the source of funding for financial
82 assistance to Municipalities, as it was intended, and the funding of SHWEC and the UW-System
83 Solid Waste Research program; and
84

85 **BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to
86 municipalities of Winnebago County, Brown County, Outagamie County, Wisconsin Counties
87 Association, Wisconsin Towns Association, League of Wisconsin Municipalities, Wisconsin
88 Alliance of Cities, Winnebago County State Representatives and State Senators, Joint
89 Committee on Finance and Governor Scott Walker.
90

91
92 Solid Waste Management Board

93
94 
95 _____
96 Authorized Signature

2/18/2015

Date



March 4, 2015

«Owner»
«Owner_address»
«City», «State» «Zip»

«Parcel_Full_Address»

To Whom It May Concern:

City of Menasha Sewer System Evaluation Survey (SSES), Phase No. 3, Segments 4b and 5a
Foundation Drain and Sump Pump Inspections

During periods of rain and high groundwater conditions, the City of Menasha has experienced high flows in the sanitary sewer. These high flows contribute to extra cost for City residents in conveyance and treatment. The high flows in question are primarily due to the infiltration and inflow (I/I) of surface water and ground water into the sewer system. Given the problems experienced with I/I, it is extremely important to take steps to eliminate clear water that does not belong in the sanitary sewer system.

A Sewer System Evaluation Survey (SSES) will be performed by the City of Menasha on its wastewater collection system to identify sources of I/I that are cost-effective to eliminate. The purposes and goals of the SSES and sewer rehabilitation programs are to identify and correct defects before they become major failures; address capacity issues with trunk and interceptor sewers to handle existing and future growth; reduce cost to the City for wastewater treatment; conform to requests from the Neenah Menasha Sewerage Commission (NMSC) that the City be up-to-date on I/I reduction; minimize sewer rehabilitation costs by funding improvements with low interest loans from the Clean Water Fund Program; and scheduling sewer repair or replacement work prior to street paving.

The project approach is to perform SSES and sewer rehabilitation work in phases. Each phase will target a drainage district. This will make the program easier to manage and implement. Currently, we are targeting the drainage district in the south central portion of the City collection system.

Foundation Drain and Sump Pump Inspections will be performed in the area approximately bounded by the following City Streets or waterway:

Fourth Street (North); Milwaukee Street (West)
Fox River (South); and De Pere Street (East)

The purpose of this inspection program is to identify any buildings that may have foundation drains, sump pumps or other types of drainage systems improperly connected to the sanitary sewer system. Such connections are improper under both the state codes and City Sewer Use Ordinance.

State law does provide for an issuance of an inspection warrant, in the event the property owner refuses to cooperate with this inspection process.

The City feels it is very important to inspect all buildings to identify clear water sources. The City Council passed Ordinance 0-7-04 on June 9, 2004, which allows the City to impose a sewer user surcharge to any user who does not allow authorized City representatives to inspect their property. Surcharges will range from \$50.00 per month for residential properties with two or less dwelling units to \$1,000 per month for industrial properties and commercial properties 2000 square feet or greater. A grant program is available to residential properties (two or less dwelling units) to assist in the correction of illegal foundation drain cross-connections.

The goal of the City is to remove any source of clear water that may contribute to an infiltration/inflow problem. It is not the intent of the City to unnecessarily cause any legal problems for the owner of the properties in question. If a property owner cooperates with the City by voluntarily allowing an inspection of their property by City representatives, no municipal ordinance citations will be issued by the City for any faults discovered. **The property owner will be required to remove or eliminate the improper connections, but the City will make every effort to provide a reasonable time frame for the property owner to take the necessary steps.**

According to our records, your property receives sewer service within this drainage district. We would accordingly, like to schedule an inspection of your property as described above, at a time and date when a resident representative can meet with an inspector. The resident representative must be at least 18 years of age and familiar with the property history.

Prior to the inspection appointment, please identify and provide access to any and all floor drains on the lowest level of your residence/business.

All properties with improvements (buildings) need to be inspected; including those with or without sump pumps or basements. Any outbuildings with plumbing also need to be inspected.

Inspections will be scheduled at 20-minute intervals, weekdays from 7:20 A.M. until 5:00 P.M. during the following weeks:

March 16 - 20, 2015

March 23 - 27, 2015

Beginning on March 9, 2015, please call to personally schedule your appointment. The number to call is (920) 967-3610. Our office hours are 8:00 A.M. to 4:00 P.M., Monday through Friday. We will make every effort to conduct the inspection at a time and date you request.

We thank you in advance for your help and cooperation. The inspection program is extremely important to the City of Menasha.

Sincerely,



Tim J. Montour
Engineering Supervisor

MR/TM/tjm

C: Mayor Merkes
Common Council (Communication)



MEMORANDUM

To: Common Council

From: Kristi Heim, Community Development Coordinator *kh*

Date: March 5, 2015

RE: 2014 Building Permit Summary

The Community Development Department has assembled the attached building permit summary for the period of 1985-2014 which is being presented for your information.

City of Menasha
Building Permit Activity 1985-2014

| Year | 1985 | 1986 | 1987 | 1988 | 1989 | 1990 | 1991 | 1992 | 1993 |
|---------------------------|--------------------|--------------------|---------------------|--------------------|---------------------|---------------------|--------------------|--------------------|---------------------|
| Single Family | \$924,400 | \$1,498,000 | \$2,425,000 | \$1,957,000 | \$1,869,675 | \$2,017,100 | \$1,203,900 | \$2,259,000 | \$4,850,200 |
| Two Family | \$110,000 | \$100,000 | \$117,000 | \$138,000 | \$190,000 | \$315,993 | \$0 | \$60,000 | \$245,000 |
| Multi-Family | \$378,000 | \$1,075,000 | \$5,666,000 | \$0 | \$432,000 | \$0 | \$0 | \$2,380,000 | \$2,545,000 |
| Additions/Alterations (1) | \$795,590 | \$747,768 | \$807,299 | \$769,341 | \$766,585 | \$1,280,150 | \$1,145,986 | \$1,451,392 | \$1,177,129 |
| Commercial (2) | \$1,276,300 | \$3,507,756 | \$7,172,775 | \$736,000 | \$6,698,600 | \$13,087,175 | \$4,102,849 | \$2,090,200 | \$1,893,611 |
| Other | \$95,855 | \$121,720 | \$286,497 | \$795,200 | \$154,951 | \$77,880 | \$82,515 | \$106,855 | \$106,550 |
| Single Family | 18 | 25 | 34 | 32 | 30 | 30 | 15 | 26 | 51 |
| Two Family | 2 | 2 | 3 | 2 | 3 | 5 | 0 | 1 | 2 |
| Multi-Family | 3 | 6 | 4 | 0 | 1 | 0 | 0 | 8 | 11 |
| Additions/Alterations | 204 | 162 | 172 | 179 | 171 | 160 | 180 | 201 | 189 |
| Commercial | 17 | 14 | 33 | 12 | 14 | 14 | 21 | 11 | 13 |
| Other | 20 | 31 | 49 | 33 | 29 | 31 | 43 | 40 | 38 |
| Total \$ | \$3,580,145 | \$7,050,244 | \$16,474,571 | \$4,395,541 | \$10,111,811 | \$16,778,298 | \$6,535,250 | \$8,347,447 | \$10,817,490 |
| Total (3) | 264 | 240 | 295 | 258 | 248 | 240 | 259 | 287 | 304 |

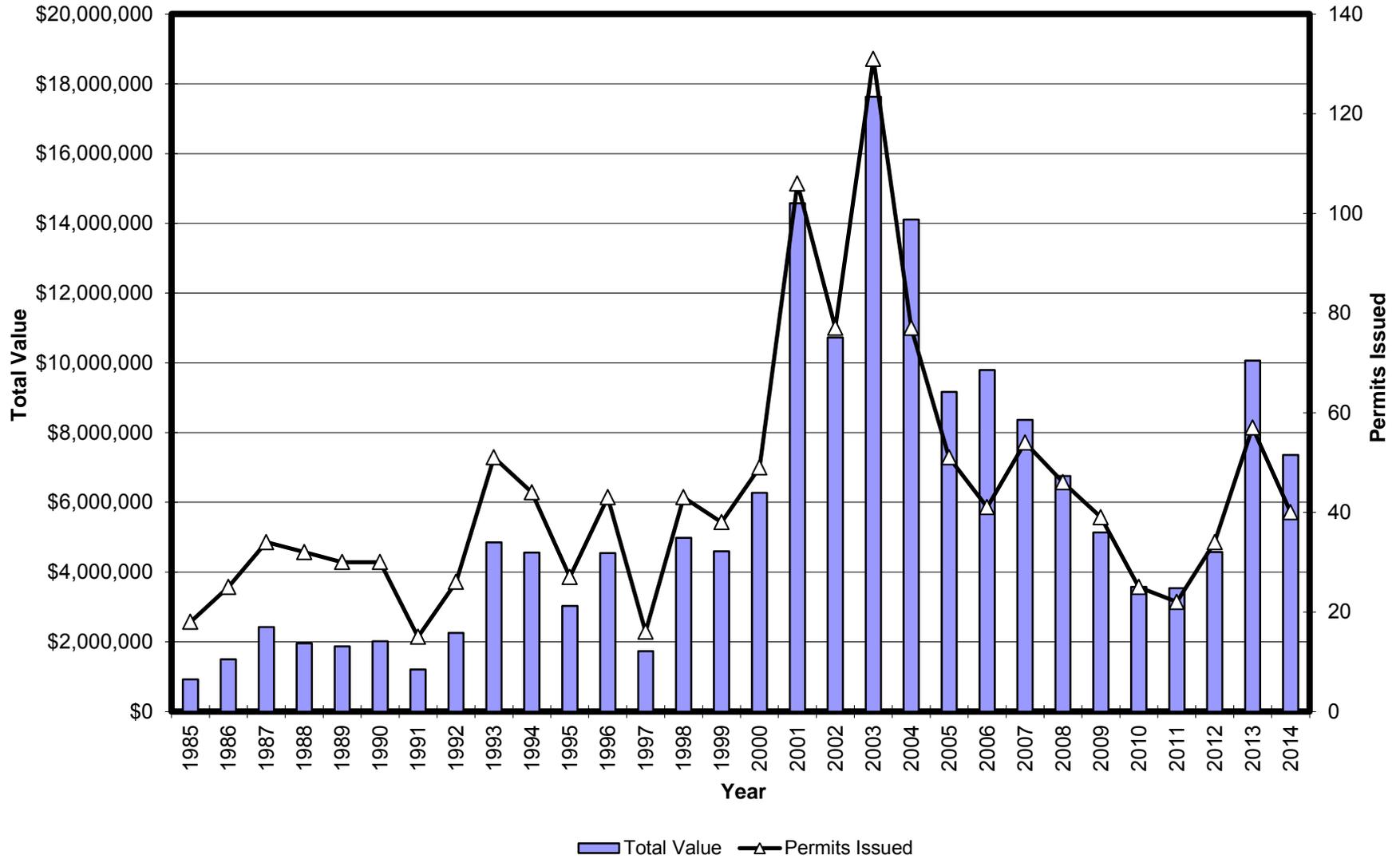
| Year | 1994 | 1995 | 1996 | 1997 | 1998 | 1999 | 2000 | 2001 | 2002 |
|---------------------------|---------------------|---------------------|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Single Family | \$4,558,300 | \$3,031,100 | \$4,543,900 | \$1,734,000 | \$4,980,010 | \$4,597,400 | \$6,629,200 | \$14,573,100 | \$10,723,080 |
| Two Family | \$140,000 | \$541,000 | \$359,000 | \$830,000 | \$696,000 | \$305,000 | \$0 | \$110,000 | \$405,000 |
| Multi-Family | \$2,186,000 | \$1,490,000 | \$1,525,000 | \$0 | \$4,420,000 | \$2,000,000 | \$0 | \$0 | \$0 |
| Additions/Alterations (1) | \$1,677,228 | \$1,276,734 | \$994,425 | \$798,455 | \$1,772,770 | \$1,192,474 | \$1,235,836 | \$913,276 | \$809,573 |
| Commercial (2) | \$5,520,500 | \$7,707,188 | \$1,194,486 | \$9,172,000 | \$12,370,095 | \$11,061,491 | \$3,432,358 | \$12,332,450 | \$9,345,900 |
| Other | \$37,550 | \$321,855 | \$378,945 | \$388,502 | \$5,737,417 | \$1,809,176 | \$765,786 | \$973,777 | \$1,698,428 |
| Single Family | 44 | 27 | 43 | 16 | 43 | 38 | 49 | 106 | 77 |
| Two Family | 1 | 3 | 3 | 7 | 4 | 3 | 0 | 1 | 2 |
| Multi-Family | 7 | 2 | 7 | 0 | 10 | 5 | 0 | 0 | 0 |
| Additions/Alterations | 255 | 152 | 97 | 82 | 116 | 104 | 90 | 97 | 102 |
| Commercial | 6 | 32 | 25 | 24 | 33 | 26 | 22 | 22 | 19 |
| Other | 17 | 53 | 229 | 217 | 1288 | 385 | 301 | 321 | 482 |
| Total \$ | \$14,119,578 | \$14,367,877 | \$8,995,756 | \$12,922,957 | \$29,976,292 | \$20,965,541 | \$12,063,180 | \$28,902,603 | \$22,981,981 |
| Total (3) | 330 | 269 | 404 | 346 | 1494 | 561 | 462 | 547 | 682 |

| Year | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 |
|---------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--------------------|
| Single Family | \$17,630,083 | \$14,107,100 | \$9,163,000 | \$9,794,254 | \$8,362,000 | \$6,753,479 | \$5,137,700 | \$3,578,349 | \$3,541,980 |
| Two Family | \$0 | \$200,000 | \$337,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Multi-Family | \$3,738,270 | \$1,050,000 | \$2,880,000 | \$0 | \$0 | \$900,000 | \$8,262,240 | \$0 | \$0 |
| Additions/Alterations (1) | \$974,503 | \$1,390,753 | \$2,082,308 | \$891,972 | \$1,130,047 | \$1,974,901 | \$1,429,517 | \$1,181,700 | \$1,486,387 |
| Commercial (2) | \$14,684,792 | \$3,671,157 | \$6,747,003 | \$20,907,701 | \$7,318,200 | \$16,198,104 | \$687,169 | \$3,815,000 | \$2,352,200 |
| Other | \$49,300 | \$554,526 | \$527,874 | \$160,512 | \$0 | \$71,483 | \$517,585 | \$2,374,524 | \$1,536,305 |
| Single Family | 131 | 77 | 51 | 41 | 54 | 46 | 39 | 25 | 22 |
| Two Family | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 |
| Multi-Family | 6 | 3 | 6 | 0 | 0 | 1 | 9 | 0 | 0 |
| Additions/Alterations | 96 | 110 | 84 | 89 | 65 | 109 | 105 | 82 | 86 |
| Commercial | 29 | 34 | 31 | 24 | 28 | 34 | 13 | 24 | 17 |
| Other | 371 | 298 | 254 | 204 | 0 | 147 | 188 | 368 | 257 |
| Total \$ | \$37,076,948 | \$20,973,536 | \$21,737,185 | \$31,754,439 | \$16,810,247 | \$25,897,967 | \$16,034,211 | \$10,949,573 | \$8,916,872 |
| Total (3) | 633 | 524 | 428 | 358 | 147 | 337 | 354 | 499 | 382 |

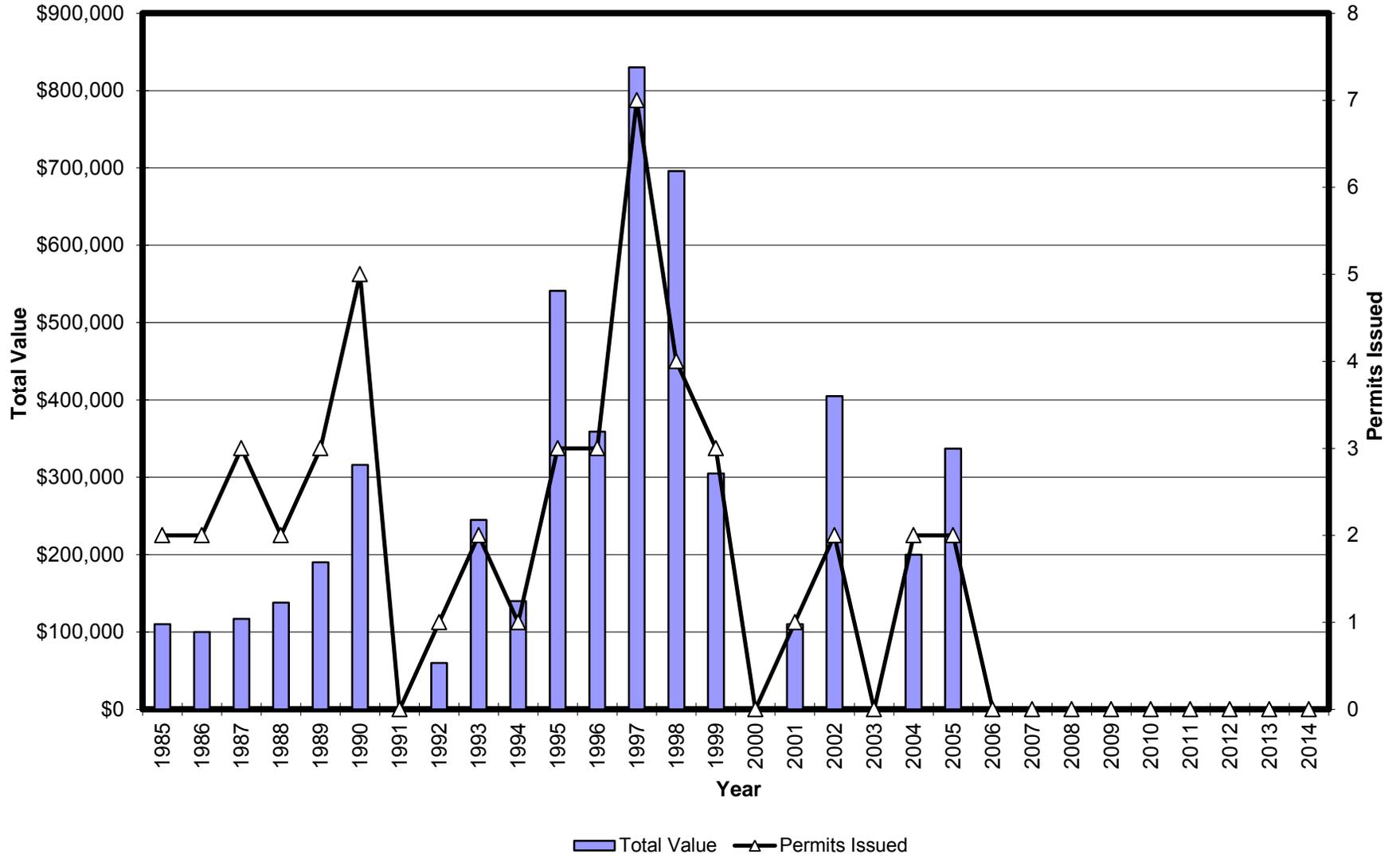
| Year | 2012 | 2013 | 2014 | | | | | | |
|---------------------------|---------------------|---------------------|---------------------|--|--|--|--|--|--|
| Single Family | \$4,576,618 | \$10,063,720 | \$7,356,267 | | | | | | |
| Two Family | \$0 | \$0 | \$0 | | | | | | |
| Multi-Family | \$0 | \$0 | \$0 | | | | | | |
| Additions/Alterations (1) | \$968,026 | \$2,235,482 | \$1,068,445 | | | | | | |
| Commercial (2) | \$4,079,432 | \$2,375,482 | \$9,796,752 | | | | | | |
| Other | \$582,859 | \$674,662 | \$1,131,629 | | | | | | |
| Single Family | 34 | 57 | 40 | | | | | | |
| Two Family | 0 | 0 | 0 | | | | | | |
| Multi-Family | 0 | 0 | 0 | | | | | | |
| Additions/Alterations | 65 | 67 | 70 | | | | | | |
| Commercial | 8 | 20 | 21 | | | | | | |
| Other | 257 | 254 | 262 | | | | | | |
| Total \$ | \$10,206,935 | \$15,349,346 | \$19,353,093 | | | | | | |
| Total (3) | 364 | 398 | 393 | | | | | | |

(1) Includes Residential Additions, Remodeling and Garages
(2) Includes Industrial/Commercial New Construction, Additions and Remodeling
(3) Does Not Include Electrical, Plumbing or HVAC Permits

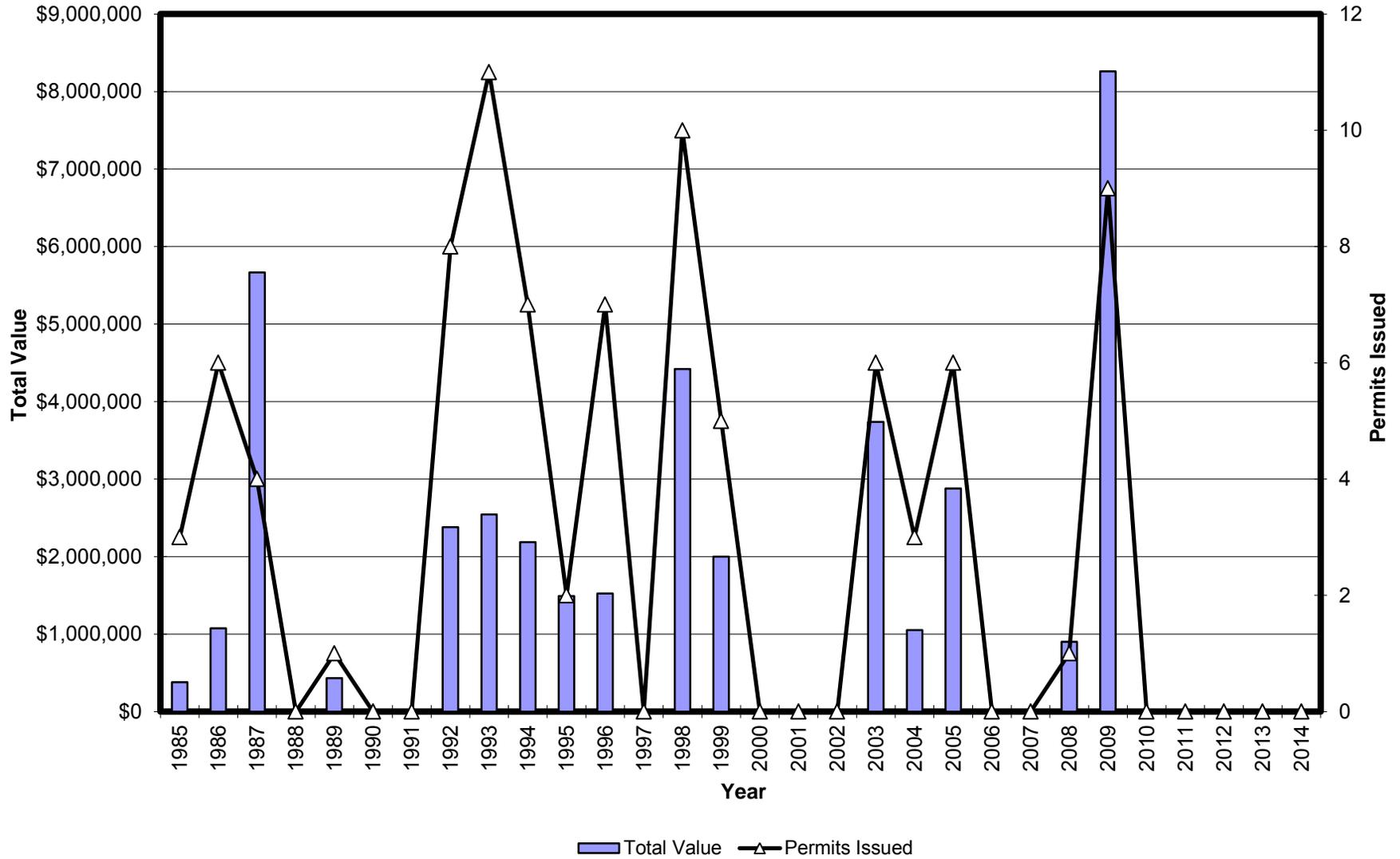
City of Menasha - Single Family Building Permits Summary



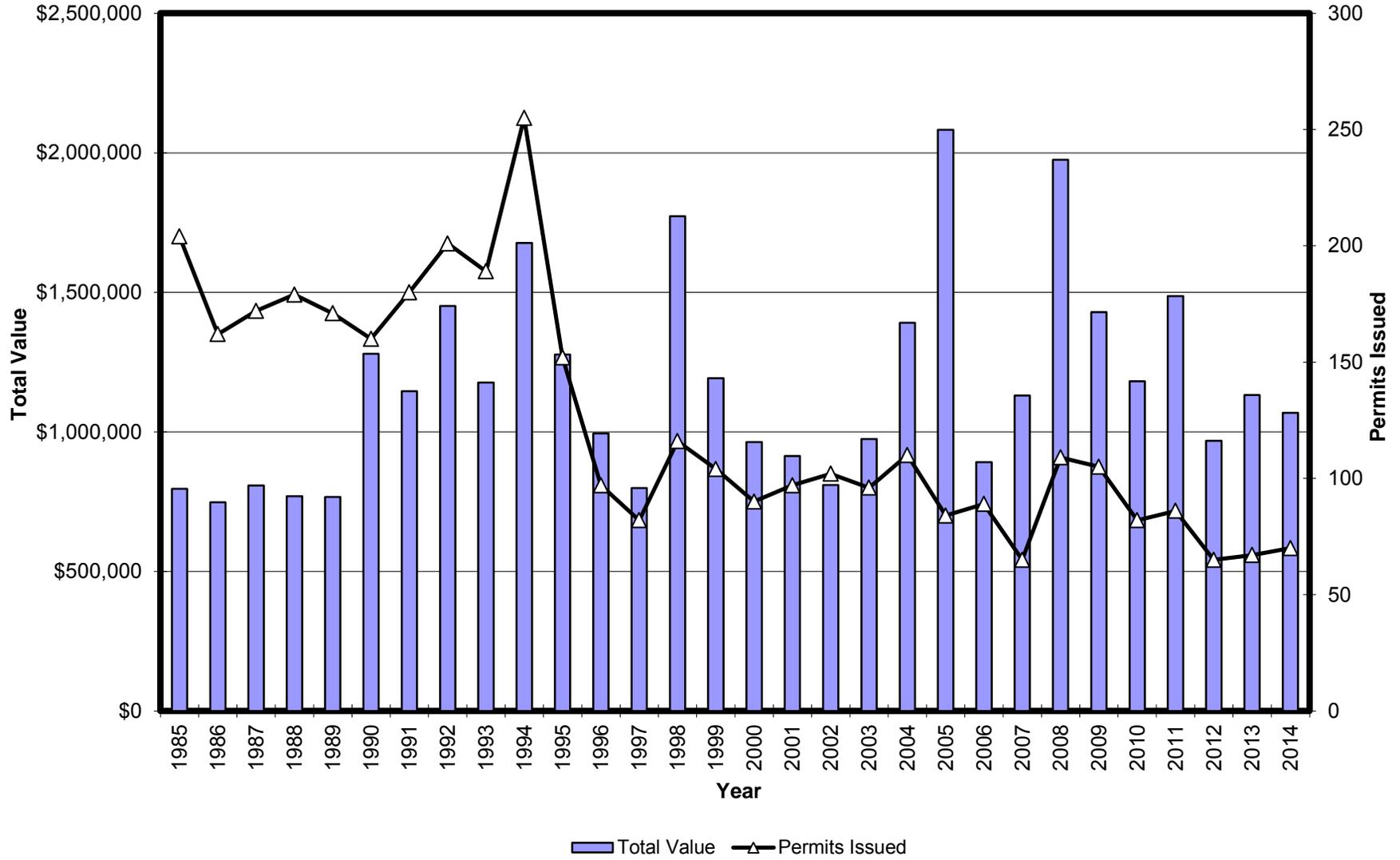
City of Menasha - Two Family Building Permits Summary



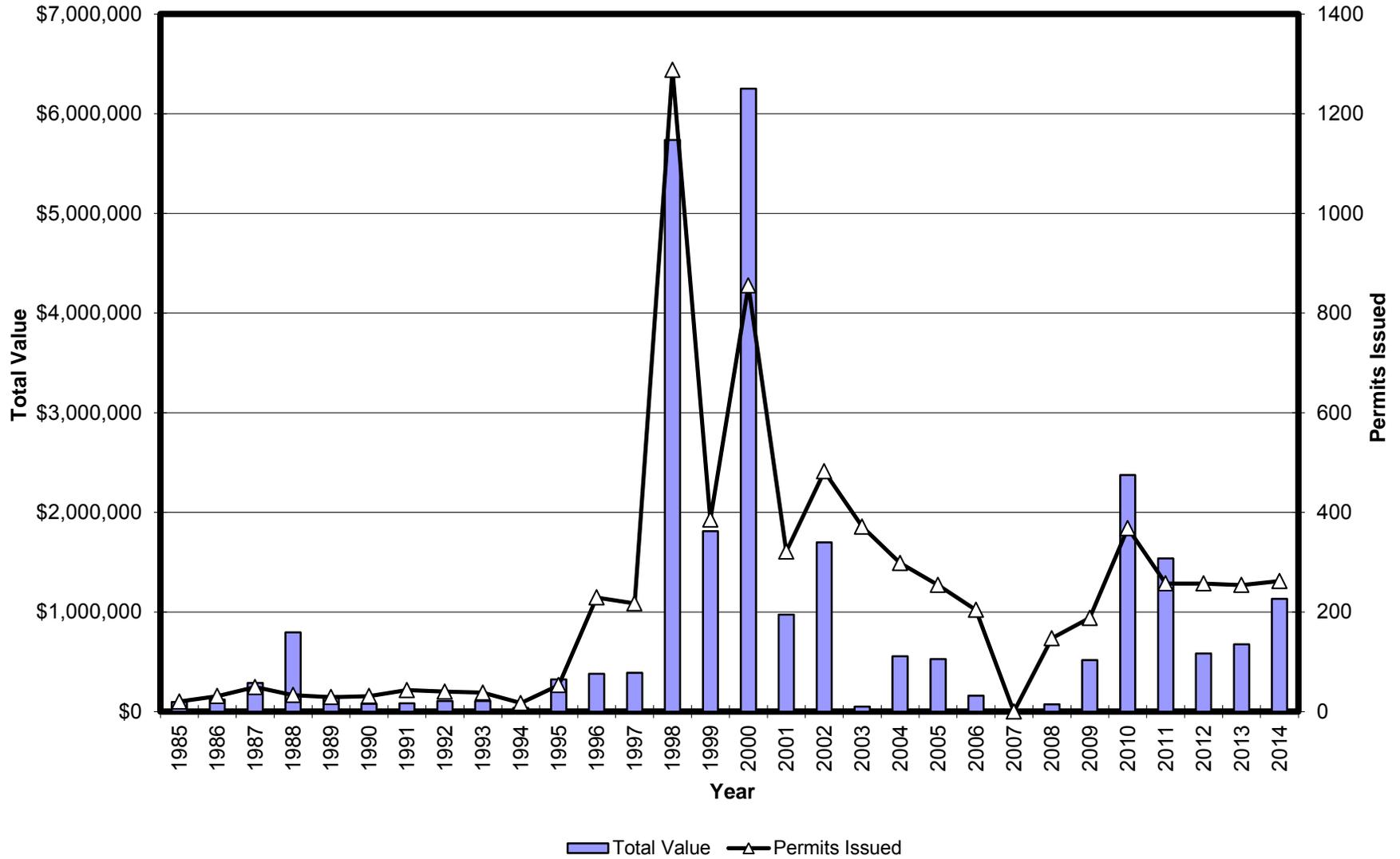
City of Menasha - Multi-Family Building Permits Summary



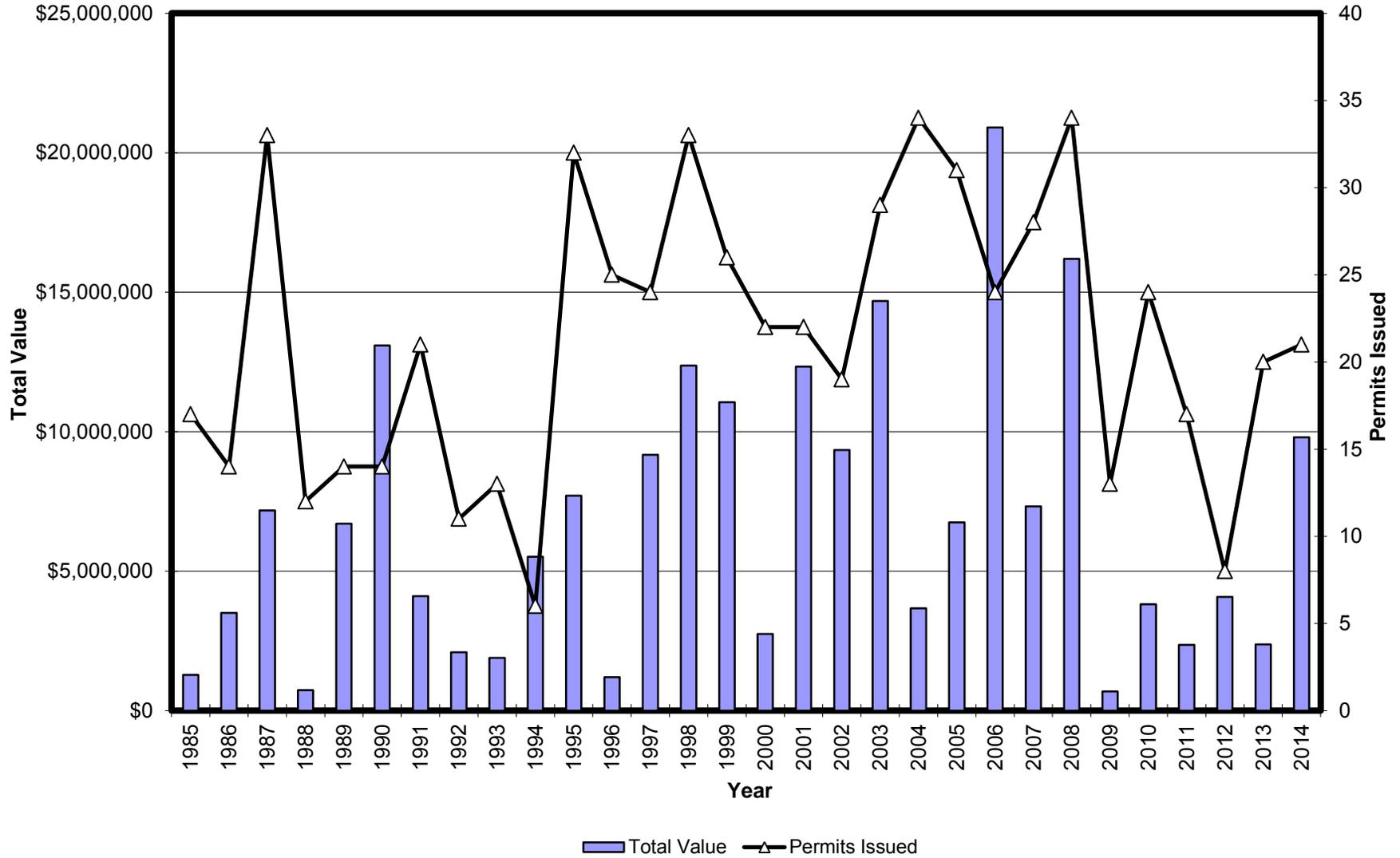
City of Menasha - Additions/Alterations Permits Summary



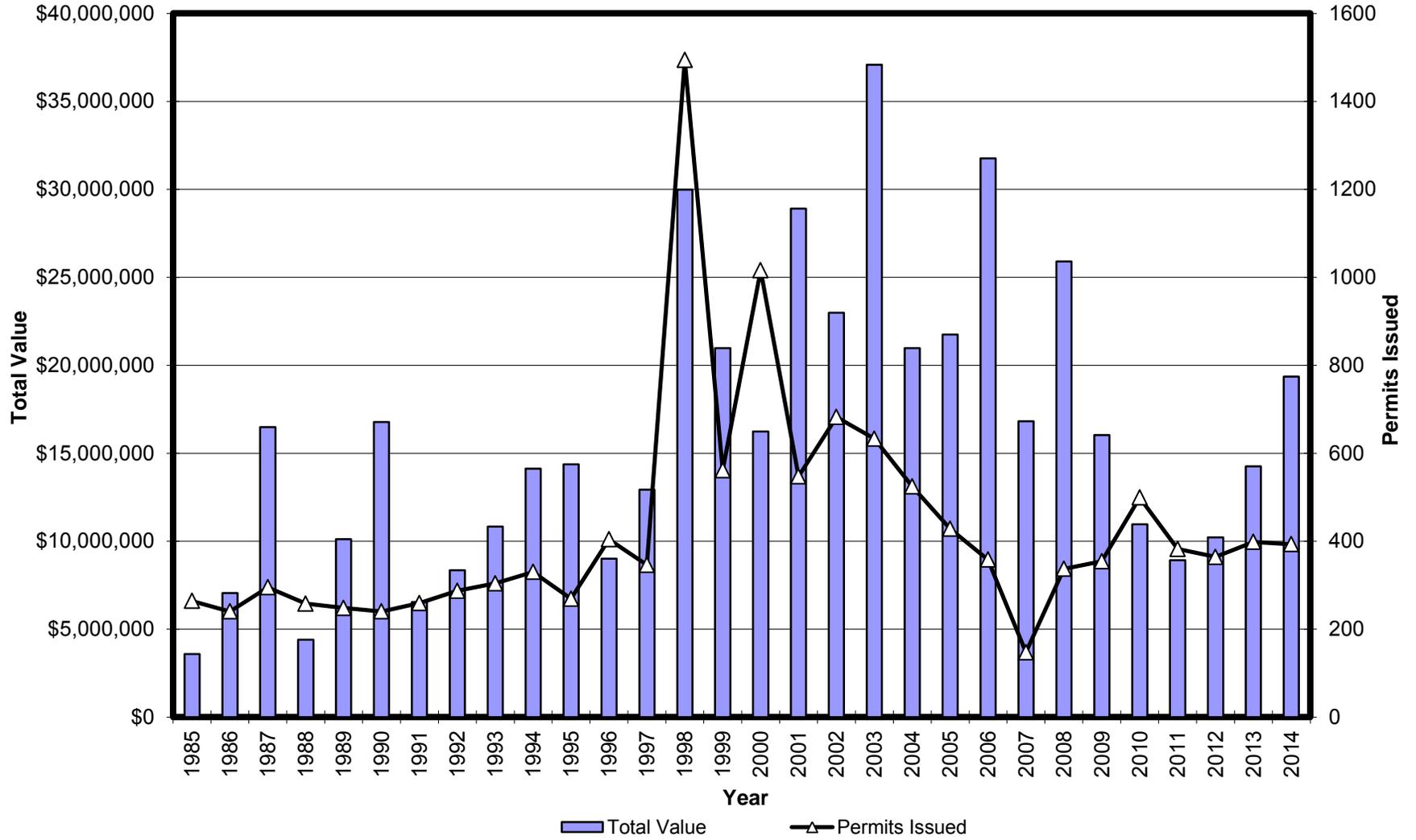
City of Menasha - Other Permits Summary



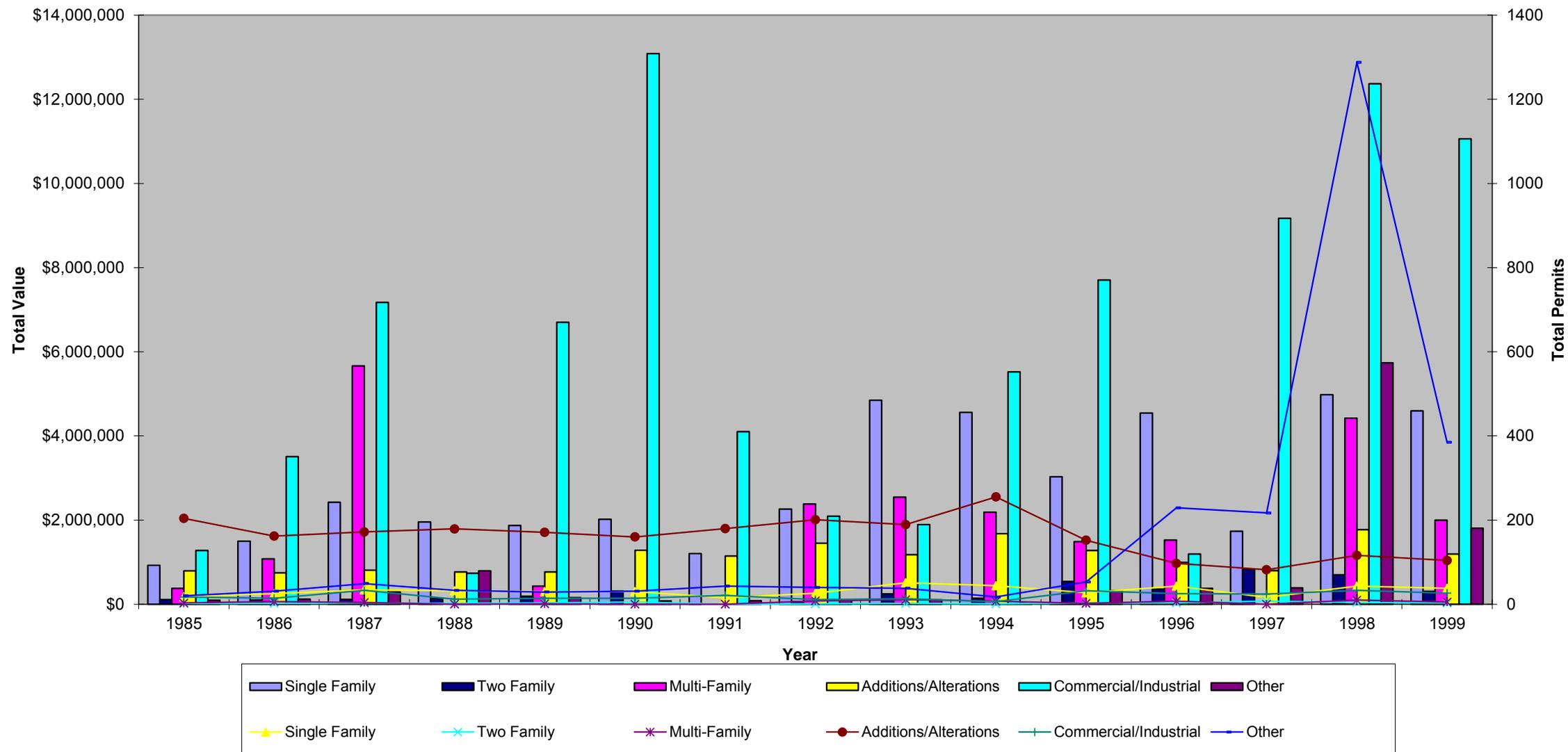
City of Menasha - Commercial/Industrial Permits Summary



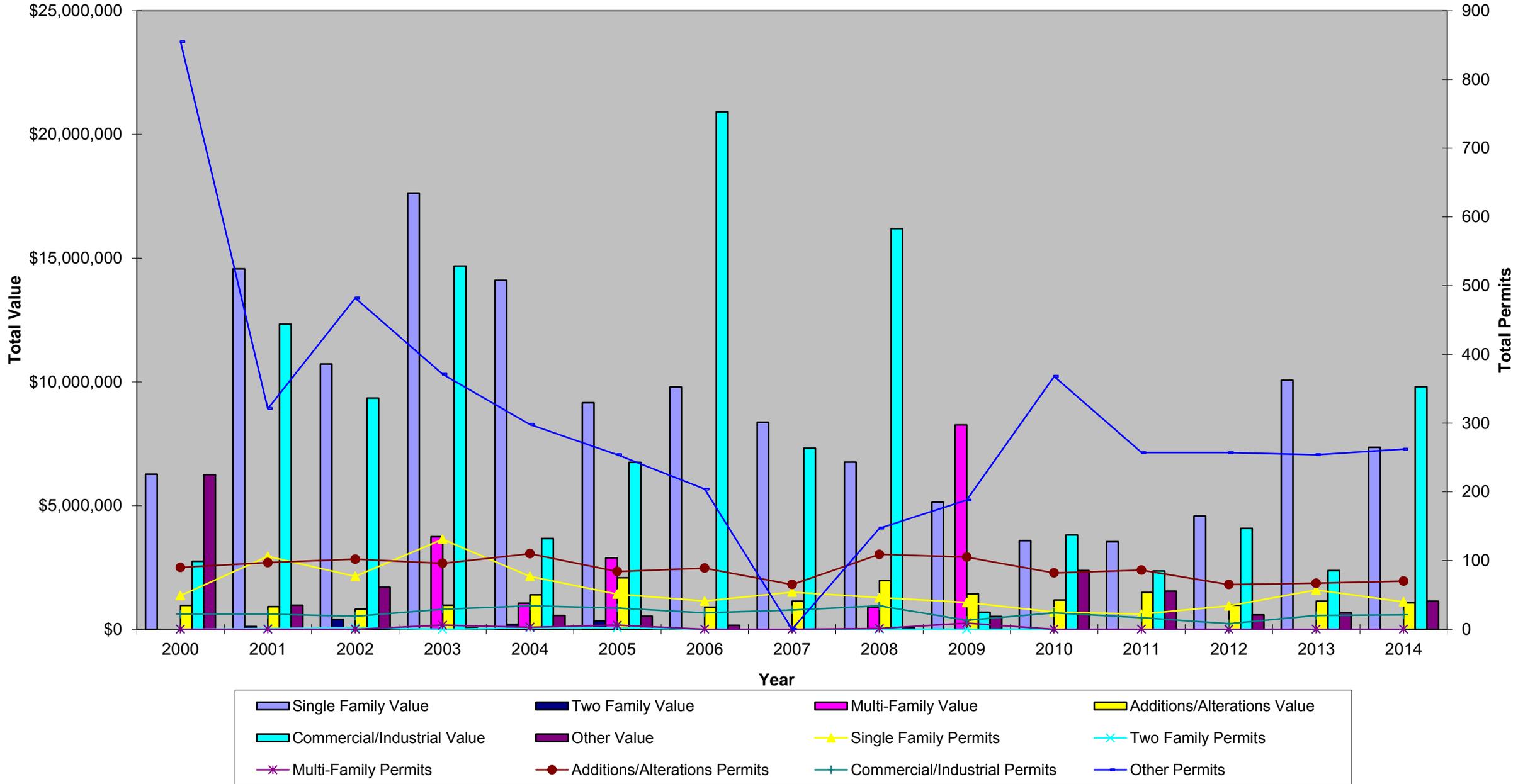
City of Menasha - Total Permits Summary



City of Menasha - Building Permit Summary 1985-1999



City of Menasha - Building Permit Summary 2000-2014



| <u>MENASHA 2014 PERMITS</u> | | <u>CONSTRUCTION VALUE</u> | <u>PERMIT FEES</u> |
|-----------------------------|------------|---------------------------|---------------------|
| NEW HOMES | 40 | \$7,356,267.00 | \$26,458.98 |
| NEW DUPLEXES | 0 | \$0.00 | \$0.00 |
| APT. UNITS | 0 | \$0.00 | \$0.00 |
| NEW INDUST/COMM | 4 | \$5,120,000.00 | \$6,557.62 |
| ADD RESID | 6 | \$217,175.00 | \$881.22 |
| ADD COMM | 4 | \$2,540,975.00 | \$31,620.00 |
| REMOD RESID | 54 | \$706,819.56 | \$5,708.19 |
| REMOD COMM | 13 | \$2,135,777.00 | \$16,964.70 |
| GARAGES | 10 | \$144,450.00 | \$690.88 |
| MISC BLDG & ZONING | 262 | \$1,131,628.79 | \$17,217.71 |
| ELEC PERMITS | 173 | \$350,080.00 | \$27,759.21 |
| PLMB PERMITS | 139 | \$438,562.91 | \$26,578.82 |
| HVAC PERMITS | 142 | \$371,237.00 | \$23,297.97 |
| PLOS PERMITS | 49 | \$25,400.00 | \$1,965.00 |
| GRAND TOTALS | 896 | \$43,407,147.26 | \$185,700.30 |



MEMORANDUM

To: City of Menasha Common Council
From: Peggy Steeno, Administrative Services Director
Date: March 16, 2015
RE: Website Survey

As discussed when the consulting partner was selected to assist in updating the City's current website in December of 2014, a survey is being conducted through Survey Monkey to solicit feedback from all City of Menasha stakeholders including: Council; City Boards, Commissions, and Committees; citizens; visitors; and staff, regarding the City's current website as well as what features and functionality would be most effective with the newly renovated site.

The survey was initiated on Thursday, March 5th, and will remain active through Sunday, March 22nd. Please access the survey through the following link:
<https://www.surveymonkey.com/s/MENASHAWEBBSITE>.

Please complete the survey if you are able, and share this information with as many stakeholders as possible.

Thanks!



MEMORANDUM

To: City of Menasha Common Council

From: Peggy Steeno, Administrative Services Director

Date: March 16, 2015

RE: Assessment Contract Update

In light of the issues the City had regarding property assessments, and the tax increases created by those issues, during the 2015 tax roll process, I am providing an update in regard to the City's current assessment agreement and steps that have been taken to improve the process.

Following the tax billing process, the Mayor and I met with the city's contract assessor, Associated Appraisal, to discuss the details surrounding the reporting issues and estimate that caused the tax rates to fluctuate over the past two years for our citizens in Calumet County. During that meeting, we discussed the shortcomings of past processes and implemented a new timeline to ensure that estimated numbers will no longer be used to determine the City's equalized values, which are the basis for calculating the tax bills for our citizens. This advanced timeline for the following: the assessment change notifications, the open book period, and the opportunity for citizens to request review of their assessment by the Board of Review, will meet all statutory notification deadlines as well as statutory reporting deadlines.

Also, please note that the City's current agreement with Associated Appraisal expires on April 30, 2015. Because the 2015 assessment year work will not be completed at that time per normal course of business, staff will be requesting that the Council approve a month to month extension of the current agreement at the April 21, 2015 Council Meeting. The extended agreement, if approved, would continue through July 31, 2015, which will allow Associated Appraisal ample time to complete the 2015 assessment year work. Also, staff is recommending an RFP (Request for Proposal) process in advance of the July 31, 2015 extended contract end date so that we can receive proposals from assessment companies to complete the City's assessment work in the future. As discussed in December of 2014, staff will include specific requirements in the RFP to ensure that there is not a repeat of the issues that have occurred recently.

Please let me know if you have questions or would like additional information on this matter.

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

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

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

EXCUSED: Aldermen Taylor, Langdon

ALSO PRESENT: Mayor Merkes, Neenah City Attorney Godlewski, PC Styka, DPW Radtke, CDD Keil, ASD Steeno, PRD Tungate, PHD McKenney, LD Lenz, Clerk Galeazzi

D. PUBLIC HEARING

None

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

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

No one spoke.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. [PHD McKenney; Senior Center Renovation Update.](#)

PHD McKenney updated the Council on renovation of Senior Center. The renovation project is moving forward. Grand Open ceremonies are set for March 9, 9-11am; Donor Night is scheduled for March 18, 5-7pm; Senior Luncheon will be held on March 19, 12:15pm. They have exceeded their fundraising goals.

2. [PRD Tungate; Joint meeting for the Twin Trestle.](#)

PRD Tungate informed the Council of a special joint meeting with City of Neenah Common Council on March 17 to be held at the Menasha Library. There will be a presentation on connecting the two Cities via pedestrian bridges crossing the Fox River. The Councils will be asked to adopt a Resolution authorizing the application for a grant with the DNR.

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

Minutes to receive:

a. [Administration Committee, 2/16/15.](#)

b. [Board of Canvass, 2/18/15 and 2/23/15.](#)

c. [Board of Public Works, 02/16/15.](#)

d. [Library Board, 02/19/15.](#)

Communications:

e. [Warren and Roddie Larsen to DPW Radtke and Alderman Nichols, 02/13/15; Elm Street Parking Issue.](#)

f. [Pat and Cathy Brooks to DPW Radtke and Alderman Nichols, 02/13/15; Parking on Elm Street.](#)

g. [PHD McKenney, 03/02/15; Senior Center Donor Wall.](#)

h. [GM Krause, Menasha Utilities to Customers of Menasha Electric & Water Utilities, 2/16/15; Notice of a Public Hearing taking place on March 24, 2015.](#)

i. [Wisconsin Department of Transportation, February 2015; WIS 441Tri-County Project updates.](#)

j. [League of Women Voters of Winnebago County, February 2015; City of Menasha Common Council Candidates Forum. Elisha D. Smith Public Library, Tuesday, March 12, 2015, 6:30 pm.](#)

k. [Waverly Sanitary District Meeting Minutes, 2/19/15.](#)

l. [City Assessor, Mark Brown, to CDD Keil, 2/25/15; Parcel #5-00493-00, vacant lot off Plank Rd.](#)

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

Motion carried on voice vote.

G. CONSENT AGENDA

(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and 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, 02/16/15.

Administration Committee, 02/16/15 – Recommends the Approval of:

2. 2015 Agreement and Contract Among ADVOCAP, Inc. and City of Menasha & Neenah-Menasha YMCA with Menasha Senior Center for the term 1/1/15-12/31/15.

Board of Public Works, 02/16/15 – Recommends the Approval of:

3. Change Order – Commonwealth Construction; Project PF 13B-14; ADD: \$7,454.50; Change Order No. 1 (Senior Center)

Moved by Ald. Benner seconded by Ald. Sevenich to approve Consent Agenda items 1-3.

Motion carried on roll call 6-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

None

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 02/13/15 to 02/26/15 in the amount of \$4,244,067.27.

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

Motion carried on roll call 6-0.

2. Beverage Operators License Applications for the 2013-2015 licensing period.

Moved by Ald. Nichols seconded by Ald. Keehan to approve beverage operator's license applications for the 2013-2015 licensing period as list on memo dated 2/26/15.

Motion carried on roll call 6-0.

3. "Class B" Liquor License Application for Lake House Supper Club, LLC, d/b/a The Lake House Supper Club, 124 Main Street, Menasha, Stuart C. Taylor, agent for the 2014-2015 licensing year.

Moved by Ald. Nichols seconded by Ald. Sevenich to approve "Class B" liquor license application for Lake House Supper Club, LLC, d/b/a The Lake House Supper Club, 124 Main Street, Menasha, Stuart C. Taylor, agent for the 2014-2015 licensing year.

Clerk Galeazzi reported all financial obligations to the City on the property are current.

Motion carried on roll call 6-0.

4. Outdoor Alcoholic Beverage Permit for 2014-2015 licensing year. Lake House Supper Club, LLC. 124 Main Street, Menasha.

Moved by Ald. Nichols seconded by Ald. Sevenich to approve outdoor alcoholic beverage permit for 2014-2015 licensing year to Lake House Supper Club, LLC, 124 Main Street, Menasha.

Motion carried on roll call 6-0.

J. ORDINANCES AND RESOLUTIONS

1. O-1-15; Request to Allow Overnight Parking on the West Side of Elm Street from Nicolet Boulevard to Keyes Street during the Period of April 1 through October 31. (Introduced by Alderman Nichols). (Recommended by Board of Public Works).

No action

K. APPOINTMENTS

None

L. HELD OVER BUSINESS

1. [O-4-15; An Ordinance Repealing and Recreating Title 13, Chapter 1, Article F, Section 13-1-67\(d\)\(1\) and Section 13-1-67\(d\)\(4\). Requirements by Sign Type. \(Introduced by Alderman Sevenich\). \(Recommended by the Plan Commission\).](#)

Moved by Ald. Sevenich seconded by Ald. Englebert to adopt O-4-15 An Ordinance Amending Title 13, Chapter 1, Article F, Section 13-1-67 (d)(1) and Section 13-1-67(d)(4), Requirements by Sign Type.
Motion carried on roll call 6-0.

Parks and Recreation Board, 01/12/15 – Recommends the Approval of:

2. [Revising the current park fee policy for non-profit groups to coincide with the current Special Event fee policy.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve revising the current park fee policy for non-profit groups to coincide with the current Special Event fee policy
Motion carried on roll call 6-0.

M. CLAIMS AGAINST THE CITY

None

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

No one spoke.

O. ADJOURNMENT

Moved by Ald. Nichols seconded by Ald. Englebert to adjourn at 6:18 p.m.
Motion carried on voice vote.

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



**EXTENDED CONTRACT FOR
STATEWIDE STRUCTURAL COLLAPSE
TEAM MEMBERS**

JANUARY 1, 2015 THROUGH DECEMBER 31, 2016

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

**CITY OF NEENAH, WISCONSIN
AND
CITY OF MENASHA, WISCONSIN**

DATE: December 31, 2014

**EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL COLLAPSE
TEAM MEMBERS**

1.0 General Contract Information

1.1 **Parties:** This extended contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") and the Neenah – Menasha Fire Rescue serving the City of Neenah, Wisconsin and the City of Menasha, Wisconsin (hereinafter "Contractor") for the provision of Statewide Structural Collapse Team members as described herein and authorized under 2009 Wisconsin Act 43, as codified in §323.72 of the Wisconsin Statutes and as further amended.

1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving catastrophic structural collapse, the Division may assign and make available for use in any county, city, or district, a Statewide Structural Collapse Team.

WHEREAS, the Division desires to enter into this Agreement with Contractor for the provision of team members to serve on one of three statewide platoons comprising the Statewide Structural Collapse Team, and Contractor desires to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a structural collapse incident involving a hazardous substance, which is the responsibility and shall remain the sole obligation of the Wisconsin Department of Natural Resources under §§292.11 and 323.60(4), Wis. Stats.

1.3 **Contract Term:** This Agreement shall continue for 2 years commencing January 1, 2015 through December 31, 2016.

2.0 Definitions

2.1 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

| | |
|-----------|--|
| Exhibit A | Standard Terms and Conditions |
| Exhibit B | Training Costs |
| Exhibit C | Certificate of Protection in Lieu of an Insurance Policy (as applicable) |

State means the State of Wisconsin.

Department means the State of Wisconsin, Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the Neenah – Menasha Fire Rescue serving the Cities of Neenah and Menasha, Wisconsin by which Statewide Structural Collapse Team members will be

provided under this Agreement. Under §323.72(1), Stats., the Division may only contract with local agencies as defined in §323.70(1)(b), Stats.

Local Agency has the meaning under §323.70(1)(b), Stats.

OJA means the State of Wisconsin, Office of Justice Assistance.

Responsible Party means the person(s), as defined in §323.72(3)(a) and (b), Stats., who possessed or controlled a structure that was involved in the structural collapse or the person who caused the structural collapse which caused the emergency to which Contractor has responded.

Regional Emergency All-Climate Training Center (REACT) is a training facility owned by the State of Wisconsin, Department of Military Affairs and operated by the Division of Emergency Management.

Structural collapse means an incident involving all types of construction with emergency response activities that include expertise in 1) evaluating existing and potential conditions at structural collapse incidents; 2) recognizing unique collapse or failure hazards; 3) conducting search operations intended to locate victims trapped inside and beneath collapse debris; 4) accessing victims trapped inside and beneath collapse debris; 5) performing extrication operations involving packaging, treating, and removing victims trapped within and beneath collapse debris; and 6) stabilizing the structure.

Structural Collapse Team Member means an individual provided by Contractor serving as a team member on one of three platoons comprising the Statewide Structural Collapse Team to provide statewide structural collapse emergency response that meets the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended.

Statewide Structural Collapse Team Platoon means a component of the Statewide Structural Collapse Team made up of team members provided by the Contractor and/or designated employees of the Contractor who are expected to respond to, control, and/or stabilize the actual or potential structural collapse.

WI Taskforce 1 means the name of the Statewide Structural Collapse Team.

3.0 Statement of Work

- 3.1 Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide statewide structural collapse team members for the three statewide platoons comprising the Statewide Structural Collapse Team (also known as WI Taskforce 1).

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation of activities arising from catastrophic structural collapse incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

WI Taskforce 1 shall establish safety perimeters at or near sites and vessels. WI

Taskforce 1 shall not be required to locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the structural collapse services to be provided, but Contractor and Division shall respond to the best of its abilities, subject to the terms of this Agreement.

- 3.2 **Performance Conditions:** Contractor acknowledges that it shall demonstrate to the Division that its employees designated as structural collapse teams members, structural collapse equipment, and associated vehicles meet or exceed applicable NFPA training standards and any regulatory requirements.
- 3.3 **Personnel:** Contractor shall provide ten (10) trained, medically monitored, and competent personnel as identified by Contractor and designated by the Division as is reasonably necessary to operate within the safety levels of a statewide structural collapse team. Contractor understands and agrees that identified team members will meet applicable training standards and certifications at the time they are identified by Contractor to serve as members of the Statewide Structural Collapse Team.
- 3.4 **Vehicles and Equipment:** If the Division requests vehicles and equipment from the Contractor, it shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may retain structural collapse equipment and vehicles provided by grant funding through OJA for Contractor's local use, however, Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to a structural collapse incident.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with structural collapse vehicles, equipment and supplies under local authority, mutual-aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to Standard Operating Guidelines provided in Subsection 3.8 herein.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Contractor may decline a request for a Statewide Structural

Collapse Team emergency response.

- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that the Statewide Structural Collapse team operations will be conducted in accordance with Standard Operating Guidelines and "Call-Out Procedure" that will be mutually approved by the parties to this Agreement. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic structural collapse. The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI Taskforce 1 at the REACT.

4.0 Training Costs and Reimbursement for Emergency Response

There are two types of Contractor costs under this Agreement: (1) Required Training Costs, and (2) Team Response Costs. Each of these costs are discussed more fully below.

- 4.1 **Required Training Costs:** Under §323.72(1), Stats., team personnel shall be trained and certified to the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended. As a condition of this Agreement, Contractor agrees that all team personnel shall attend structural collapse training and refresher training at the Regional Emergency All-Climate Training Center (REACT), which is owned and operated by the Division or at a location pre-approved in writing by the Division. The structural collapse and refresher training shall be a minimum of thirty-two (32) hours per team member per annum. Additional specialty training is available at REACT. All team personnel attending training at REACT shall be in a non-duty status with Contractor. To facilitate planning for required training, the REACT training schedule shall be posted at minimum of twelve months in advance, with the exception of the first contract period. Any team personnel who have not attended or completed the required training will not be allowed to respond under the scope of this Agreement. Team personnel shall also keep current any state required certifications. The Division shall maintain all structural collapse and refresher training records on each team member for training received at REACT.
- 4.2 **Team Response Costs and Reimbursement:** Under §323.72(2), Stats., the Division shall reimburse the Statewide Structural Collapse Team for costs incurred by the team in responding to an emergency involving a structural collapse incident if the team determines that a structural collapse emergency requiring a response existed. Reimbursement is limited to amounts collected from the responsible person(s) as defined in §323.72(3) (a) and (b), Stats. Reimbursement under this subsection is available only if the Statewide Structural Collapse Team has identified the person who is required to reimburse the Division and provided that information to the Division. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

A person shall reimburse the Division for costs incurred by the Statewide Structural Collapse Team in responding to an emergency if the team determines that an emergency requiring the team's response existed and that one of the following conditions applies:

(1) The person possessed or controlled a structure that was involved in the structural collapse.

(2) The person caused the structural collapse.

In the event a responsible person has been identified, Contractor shall be reimbursed for reasonable and necessary Team member response costs incurred in responding to a catastrophic structural collapse incident under this Agreement. Such Team response costs may include, but are not limited to:

(1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.

(2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at \$45.00 per hour per deployed team member. During an emergency deployment, this shall be calculated as portal to portal.

(3) Backfill expenses: Contractor's personnel backfill expenses to cover deployed team members are reimbursable at the Contractor's actual cost.

(4) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

4.3 **Maximum Contract Payment for Training Costs:** This Agreement shall have a maximum contract payment of \$14,400.00 per annum for training costs as described in "Exhibit B" to this Agreement. This calculation is based upon \$45 per hour for the minimum of thirty-two (32) hours per team member per annum. Payment for training costs will be made to Contractor on a quarterly basis. The payment will be determined by the actual hours of Division-approved training received by Contractor's team members during that quarter multiplied by \$45 per hour. In addition to the maximum contract payment, the Division will pay for enhanced training for specialty job assignments for team members as determined and approved in advance by the Division. The maximum contract payment for training does not, however, include Contractor's team response costs as specified in Subsection 4.2 of this Agreement. Contractor's personnel backfill expenses to cover team members in training status are not reimbursable.

No additional Contractor payment or reimbursement shall be paid or any additional demands placed on Contractor under this Agreement unless otherwise specifically agreed to by the Division and the Contractor, and upon written amendment to this Agreement. The Division's reimbursement(s) shall be full payment for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services

authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations as set forth above.

- 4.4 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an invoice for its team member response costs to the Division within ten (10) working days of the response. The Division will not bill responsible person(s) unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill responsible person(s) for the Statewide Structural Collapse Team response costs. Team response costs include such items as vehicle and equipment use, expendables and personnel costs. In addition, Division administrative costs may be billed as part of the emergency costs. Further, Contractor shall comply with all Division-approved procedures and/or duly enacted Administrative Rule(s).

The Division shall bill identified responsible person(s) within sixty (60) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the responsible person(s) before any payment is made to the Contractor. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

- 4.5 **Approval:** The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI Taskforce 1 at the REACT. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic structural collapse. Contractor may deploy structural collapse team members directly to an ongoing catastrophic structural collapse event at the request of the Division. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.
- 4.6 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 4.7 **Worker's Compensation:** A member of the Statewide Structural Collapse Team who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.72(4) of the Wisconsin Statutes.
- 4.8 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due, and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve

Contractor of any duty with respect to any unpaid claims.

- 4.9 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a catastrophic structural collapse emergency except as approved and authorized under this Agreement.

5.0 Liability and Indemnity

- 5.1 **Scope:** During operations authorized by this Agreement, Contractor and members of the Statewide Structural Collapse Team shall be agents of the State of Wisconsin for purposes of §895.46(1), Stats. For the purposes of this Article, operations means activities, including travel, directly related to a particular emergency response involving a structural collapse incident by the Statewide Structural Collapse Team. Operations also include advanced training activities provided under this Agreement to members of the Statewide Structural Collapse Team, but does not include travel to and from the training.
- 5.2 **Civil liability exemption; regional emergency response teams and their sponsoring agencies:** Under §895.483(4), Wis. Stats., a regional structural collapse team, a member of such a team, and a local agency, as defined in s. §323.70 (1) (b), that contracts with the division of emergency management in the department of military affairs for the provision of a regional structural collapse team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under §323.72 (1), Stats.
- 5.3 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division, its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

6.0 Insurance Provisions

- 6.1 **Public Liability and Property Damage Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit C". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.2 **Automobile Liability:** Contractor and team members shall obtain and keep in effect motor vehicle insurance for all owned, non-owned and hired vehicles that are used in

carrying out this Agreement. This coverage may be written in combination with the commercial liability, bodily injury and property damage insurance mentioned in Subsection 6.1. Minimum coverage limits shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit C". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Division.
- 6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement.

7.0 Standard Contract Terms, Conditions and Requirements

- 7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between the Statewide Structural Collapse Team, the State or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 7.2 **Dual Employment:** §16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 7.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of

such person or persons and the Department of Military Affairs and the Division.

- 7.4 **Conflict of interest:** Private and non-profit corporations are bound by §180.0831 and §181.225 Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.
- 7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 7.6 **Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the team and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.
- 7.7 **Termination of Agreement:** The Division and/or Contractor may terminate this Agreement at any time for cause by delivering one hundred twenty (120) days written notice to the other Party. Upon termination, the Division's liability will be limited to the pro rata cost of the training costs provided under Subsection 4.1 as of the date of termination plus expenses incurred with the prior written approval of the Division. Upon termination, Contractor will refund to the Division within one hundred twenty (120) days of said termination pro rata training payments made hereunder by the Division to the Contractor.

Contractor may terminate this Agreement at will by delivering one hundred twenty (120) days written notice to the Division. In the event the Contractor terminates this Agreement for any reason whatsoever, it will refund to the Division within one hundred twenty (120) days of said termination all payments made hereunder by the Division for training costs, under Subsection 4.1, provided to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

The Division may terminate this Agreement at will effective upon delivery of written notice to the Contractor, under any of the following conditions:

- (1) If funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training, the Agreement may be modified to accommodate a reduction or increase in funds.
- (2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the

funding proposed for payments by this Agreement.

(3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Section 5.0 will be limited to events occurring during the term of this Agreement.

7.8 **Cancellation:** The State of Wisconsin reserves that right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this Agreement.

7.9 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for contract performance whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

Contractor shall file with the Department of Military Affairs quarterly reports of purchases of such supplies and services necessary for the implementation of this Agreement.

7.10 **Executed Contract to Constitute Entire Agreement:** The contents of the Agreement including Exhibits and additional terms agreed to, in writing, by the Division and the Contractor shall become a part of the Agreement herein. The written Agreement with referenced parts and attachments shall constitute the entire Agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to, in writing, by the contracting authority.

7.11 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

7.12 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect the work or its conduct.

7.13 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

7.14 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and

assigns.

- 7.15 **Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control.
- 7.17 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
DMA Wisconsin
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of Legal Counsel, WING-LGL
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

- 7.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 7.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor.
- 7.19 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.
- 7.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon one hundred twenty (120) days prior written notice, terminate this contract if funds are not available.
- 7.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor shall

operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

7.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

7.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained any previous correspondence from the Division, it is agreed between the parties that the language in this Agreement shall prevail.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this 19th day of December, 2014



Brian M. Satula, Division Administrator

On Behalf of the City of Neenah
A Municipal Corporation

Dated this ____ day of _____, 201__

Signature: _____

Printed Name: Dean R Kaufert
Title: Mayor
Address: 211 Walnut Street
City/State: Neenah, WI Zip: 54956

On Behalf of the City of Neenah

Dated this ____ day of _____, 201__

Signature: _____

Printed Name: Patty A. Sturn
Title: City Clerk
Address: 211 Walnut Street
City/State: Neenah, WI Zip: 54946

On Behalf of the City of Menasha
A Municipal Corporation

Dated this ____ day of _____, 201__

Signature: _____

Printed Name: Donald Merkes

Title: Mayor

Address: City Hall, 140 Main Street

City/State: Menasha, WI Zip: 54952-3190

On Behalf of the City of Menasha

Dated this ____ day of _____, 201__

Signature: _____

Printed Name: Deborah A. Galeazzi

Title: City Clerk

Address: City Hall, 140 Main Street

City/State: Menasha, WI Zip: 54952-3190

On Behalf of the Neenah – Menasha Fire Rescue

Dated this ____ day of _____, 201__

Signature: _____

Printed Name: Al Auxier

Title: Fire Chief

Address: ~~4408 Province Terrace~~ 125 E. COLUMBIAN AVE.

City/State: ~~Menasha, WI~~ Zip: 5495~~2~~ 6

NEENAH

EXHIBIT A

**Standard Terms And Conditions
(Request For Bids / Proposals)**

- 1.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 **DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 **PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 **UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 **ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 **ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 **PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 **TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 **GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

- 25.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 **PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
- 27.0 **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 **DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 **RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 **MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 **PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 **HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 **WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 **FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

EXHIBIT B

EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL
COLLAPSE TEAM MEMBERS

TRAINING COSTS
Calendar Years 2015 and 2016

NAME OF CONTRACTOR: Cities of Neenah and Menasha, WI

NUMBER OF TEAM MEMBERS PROVIDED: 10

TRAINING COSTS CALCULATED AS:

Number of team members provided: 10
Required hours of training per annum: 32 hours
Hourly training cost: \$45 per hour

$$\frac{10}{\text{(# members)}} \times \frac{32}{\text{(Training hours)}} \times \frac{\$45.00}{\text{(Hourly cost)}} = \frac{\$14,400.00}{\text{Total}}$$

ANNUAL TRAINING COSTS \$14,400.00

City of Menasha
SPECIAL ZONING APPROVAL

Owner Kwik Trip, Inc Case or Plan No. _____

Address 1626 Oak St La Crosse, WI Fee \$350.00

Applicant (if different than Owner) Kwik Trip, Inc - Jeff Osgood

Address 1626 Oak St La Crosse, WI

Zoning C-4 Parcel Number(s) 113287K & 113458K

6-01652-00

PLEASE INDICATE WHICH REQUEST IS BEING MADE

Rezoning Special Use Flood Plain Map Amendment

Appeal or Variance PUD Plan Approval

Description of Request: We are requesting the construction of a Convenience Store w/ Fueling Canopy, a separate Diesel Fueling Canopy, and a 2-Bay Carwash which are all special uses within the current zoning.

Owner/Agent _____
Signature

(If applicable)

Formal Hearing March 16, 2015

Informal Hearing March 3, 2015

Notice Mailed February 19, 2015

Notice Mailed February 19, 2015

Notice Mailed _____

Action Taken: _____ 20__

APPROVED DENIED

Conditions (if any): _____



February 19, 2015

RE: Special Use Permit Application for 1233 Midway Road

Dear Property Owner:

Kwik Trip, Inc. has applied for a Special Use Permit for Parcel Number 6-01652-00 located at 1233 Midway Road. The property owner has requested the Special Use Permit in order to construct a convenience store with fueling canopy, diesel fueling canopy and a 2-bay car wash. The subject site is zoned C-4 Business Park District which requires a Special Use Permit for retail uses per Sec. 13-1-37(c)(4) of the City of Menasha Code of Ordinances.

The City of Menasha Plan Commission will hold a public hearing on the proposed Special Use Permit on Tuesday, March 3, 2015 at 3:30 p.m. or shortly thereafter in the City Hall Council Chambers located at 140 Main Street, Menasha.

The City of Menasha Common Council will hold a public hearing on the proposed Special Use Permit on Monday, March 16, 2015 at 6:00 p.m. or shortly thereafter in the City Hall Council Chambers, 140 Main Street, Menasha.

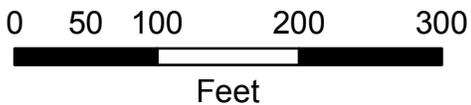
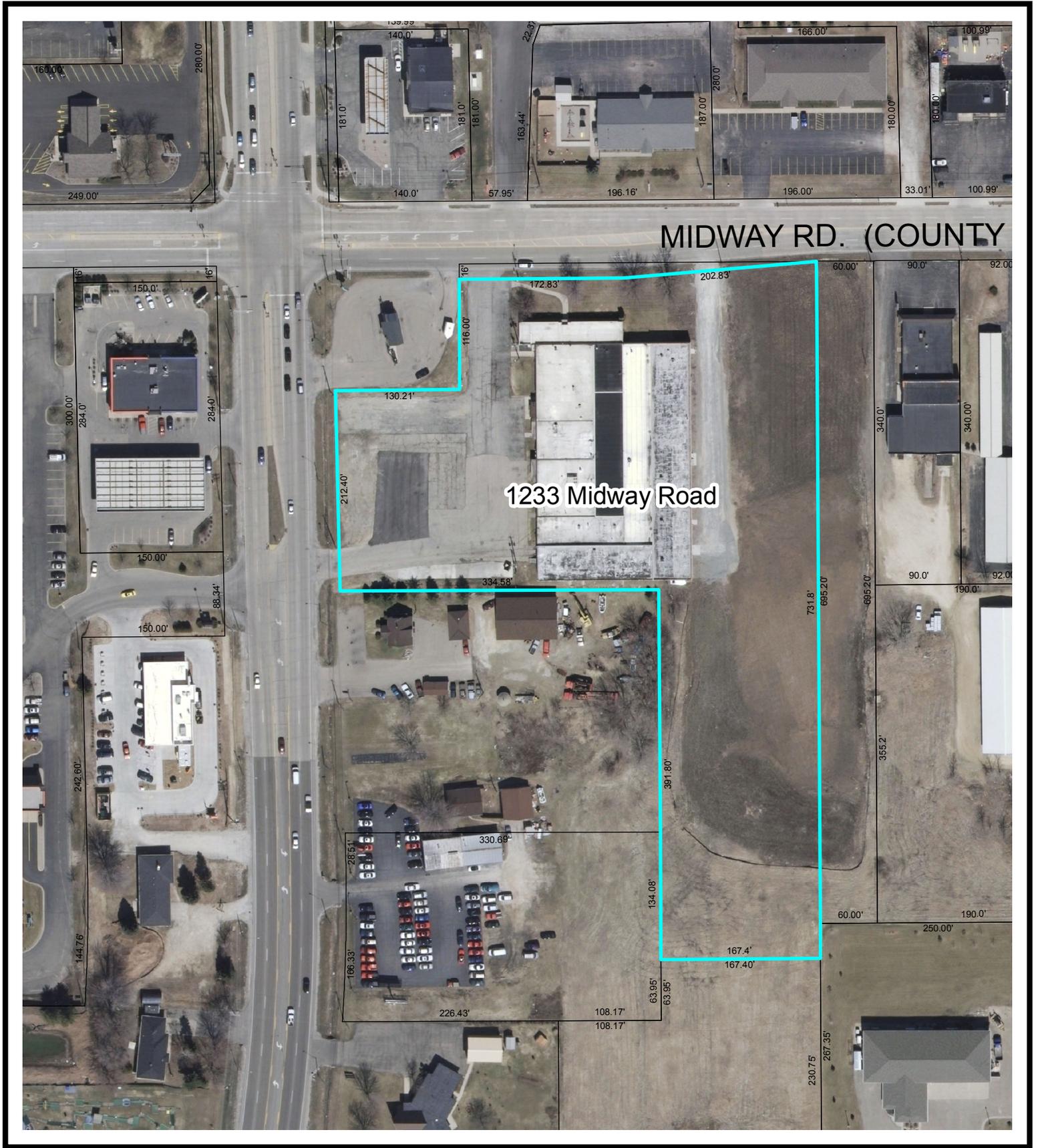
A copy of the Public Hearing Notice is attached along a map identifying the location of the property.

Persons interested in this matter will be given an opportunity to comment on the request; written comments will also be considered. You are receiving this notice because you own property within one hundred (100) feet of the proposed special use. If you have any questions, please contact me.

Sincerely,

Kristi Heim
Community Development Coordinator

C: Plan Commission
City Clerk Galeazzi



Special Use Permit Location Proposed Kwik Trip 1233 Midway Road

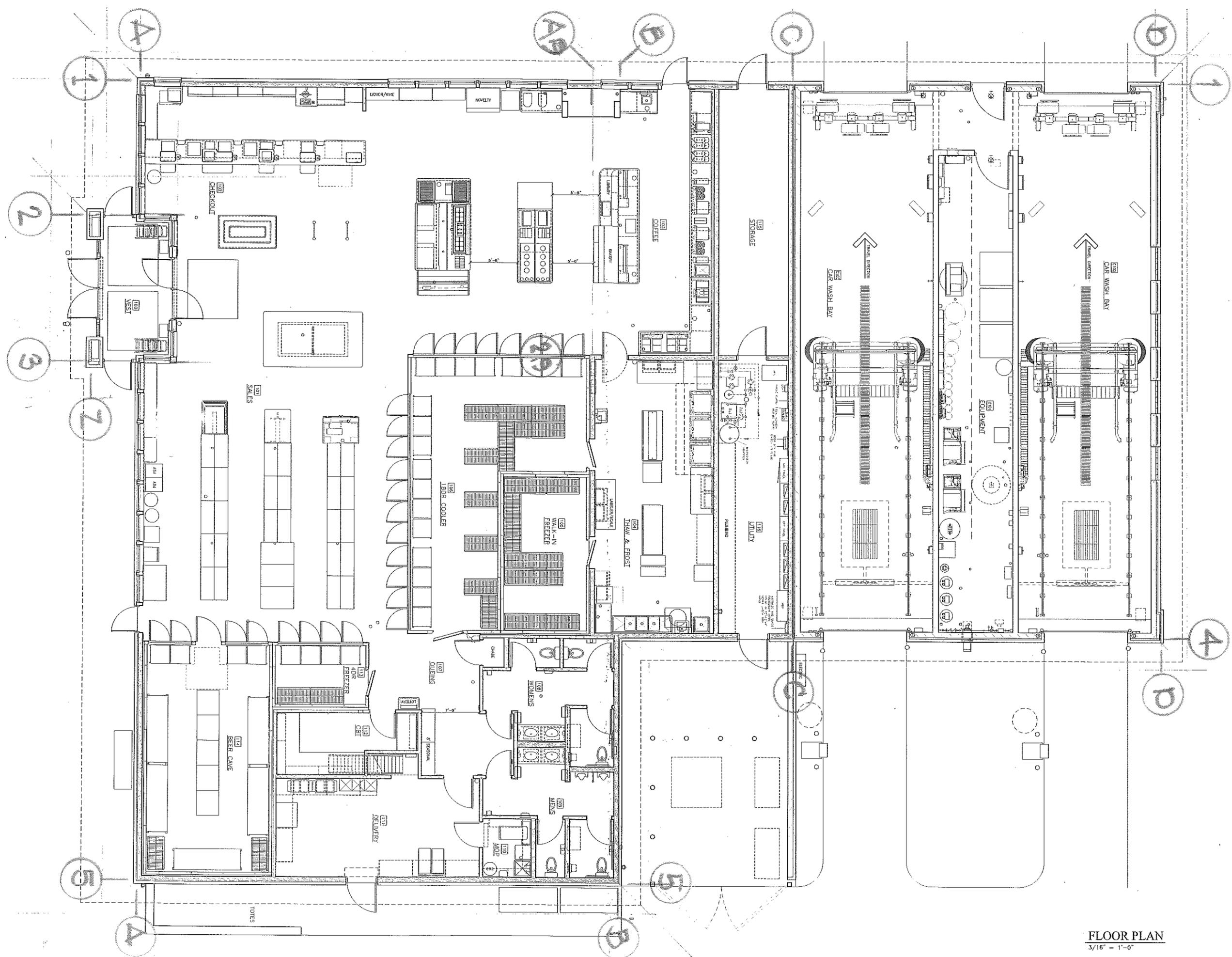
Parcel Number: 6-01652-00

**City of Menasha
Public Hearings**

NOTICE IS HEREBY GIVEN that public hearings will be held by the Menasha Plan Commission and Common Council on an application for a Special Use Permit by Kwik Trip, Inc. to construct a convenience store with fueling canopy, diesel fueling canopy and a 2-bay car wash at 1233 Midway Road, which includes Parcel Number 6-01652-00, City of Menasha, Winnebago County, Wisconsin. The subject site is zoned C-4 Business Park District and requires a Special Use Permit for retail uses per Sec. 13-1-37(c)(4) of the City of Menasha Code of Ordinances. The Plan Commission will hold its public hearing on Tuesday, March 3, 2015 at 3:30 PM, or shortly thereafter, in the Council Chambers of Menasha City Hall located at 140 Main Street, Menasha, WI. The Common Council will hold its public hearing on this matter at 6:00 PM, or shortly thereafter, on Monday, March 16, 2016 at the same location. All persons interested in commenting on the application for this Special Use Permit are invited to attend.

Deborah A. Galeazzi, WCMC
City Clerk

Run: February 24 and March 8, 2015.



LARSON
 ARCHITECT
 200 Mason Street #3
 Onalaska, WI 54650
 (608) 784 - 6808
 info@larsonarchitect.com



STORE #XXX
 ADDRESS
 TOWN, STATE
**LH WI COMBO
 PROTOTYPE**

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the state of WISCONSIN.
Tom Larson 6/10-11/10
 A100, A101, A102, A103, A104, A105, A106, A107, A108, A109, A110, A111, A112, A113, A114, A115, A116, A117, A118, A119, A120, A121, A122, A123, A124, A125, A126, A127, A128, A129, A130, A131, A132, A133, A134, A135, A136, A137, A138, A139, A140, A141, A142, A143, A144, A145, A146, A147, A148, A149, A150, A151, A152, A153, A154, A155, A156, A157, A158, A159, A160, A161, A162, A163, A164, A165, A166, A167, A168, A169, A170, A171, A172, A173, A174, A175, A176, A177, A178, A179, A180, A181, A182, A183, A184, A185, A186, A187, A188, A189, A190, A191, A192, A193, A194, A195, A196, A197, A198, A199, A200, A201, A202, A203, A204, A205, A206, A207, A208, A209, A210, A211, A212, A213, A214, A215, A216, A217, A218, A219, A220, A221, A222, A223, A224, A225, A226, A227, A228, A229, A230, A231, A232, A233, A234, A235, A236, A237, A238, A239, A240, A241, A242, A243, A244, A245, A246, A247, A248, A249, A250, A251, A252, A253, A254, A255, A256, A257, A258, A259, A260, A261, A262, A263, A264, A265, 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Revised: _____
 Issued for: APPROVAL
 Date: OCT 22, 14
 Checked: TPL
 Drawn: _____

FLOOR PLAN
 3/16" = 1'-0"

A110B



LH WI COMBO
PROTOTYPE



FRONT ELEVATION
3/16" = 1'-0"

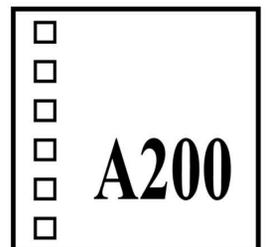


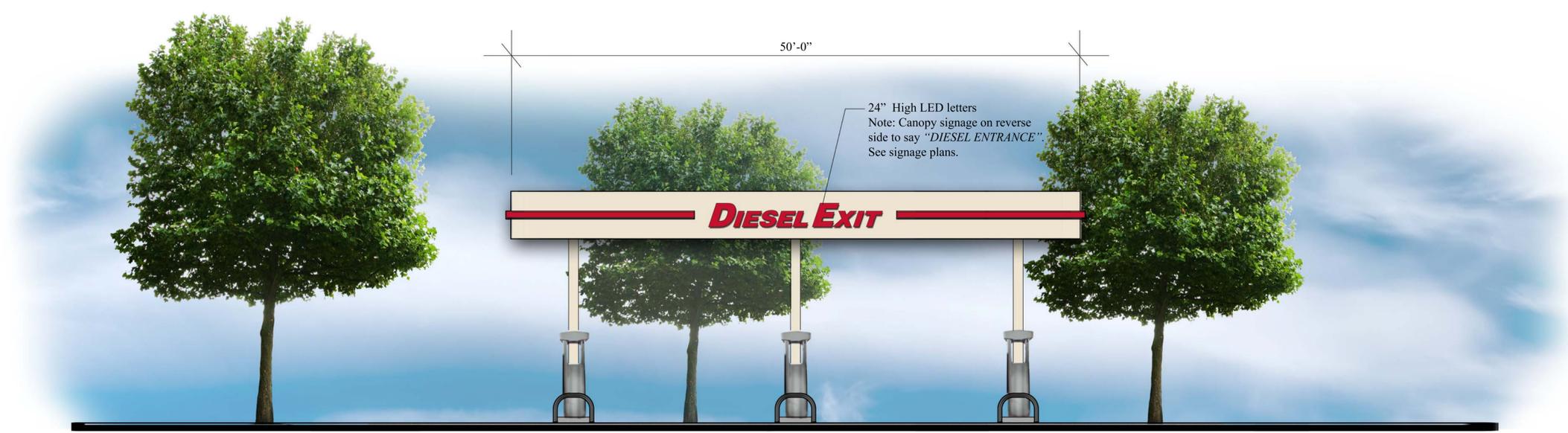
SIDE ELEVATION
3/16" = 1'-0"



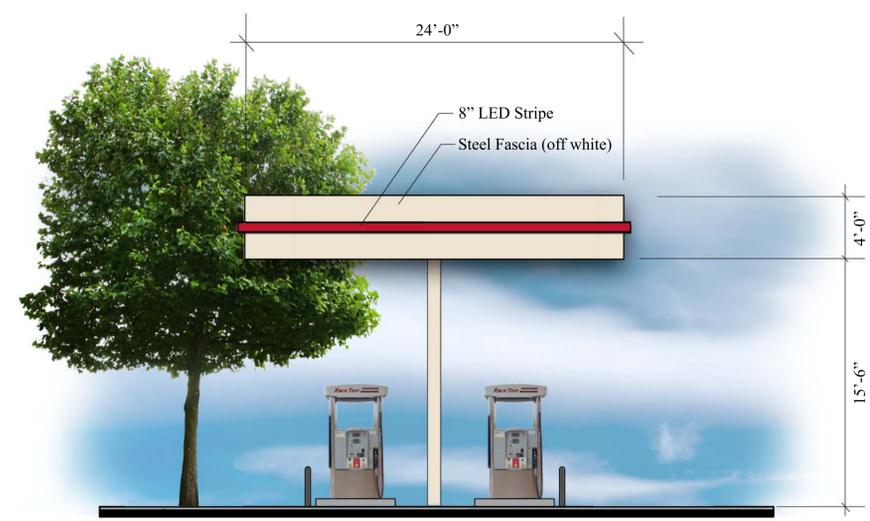
Flat Canopy

10 MPD





FRONT ELEVATION
3/16" = 1'-0"



SIDE ELEVATION
3/16" = 1'-0"



Flat Canopy

2-Lane Diesel

KWIK TRIP STORE #297

SUP APPLICATION / SITE PLAN REVIEW SUBMITTAL

OWNER

KWIK TRIP, INC
JEFF OSGOOD
1626 OAK STREET
LA CROSSE, WI 54602
PHONE: 608-793-5547
EMAIL: josgood@kwiktrip.com

CIVIL ENGINEER

SUNDE ENGINEERS
NICK MONSERUD
10830 NESBITT AVE
BLOOMINGTON, MN 55437
PHONE: 952-229-8675
EMAIL: nmonserud@sundecivil.com

SITE DESIGNER

INSITES
BOB MUELLER
3030 HARBOR LANE NORTH
SUITE 131
PLYMOUTH, MN 55447
PHONE: 763-383-8400
EMAIL: bob@insitesinc.net

SURVEYOR

CAROW LAND SURVEYING
BOB REIDER
1837 W. WISCONSIN AVE
APPLETON, WI 54912
PHONE: 920-731-4168
EMAIL: bob_r@carowlandsurveying.com

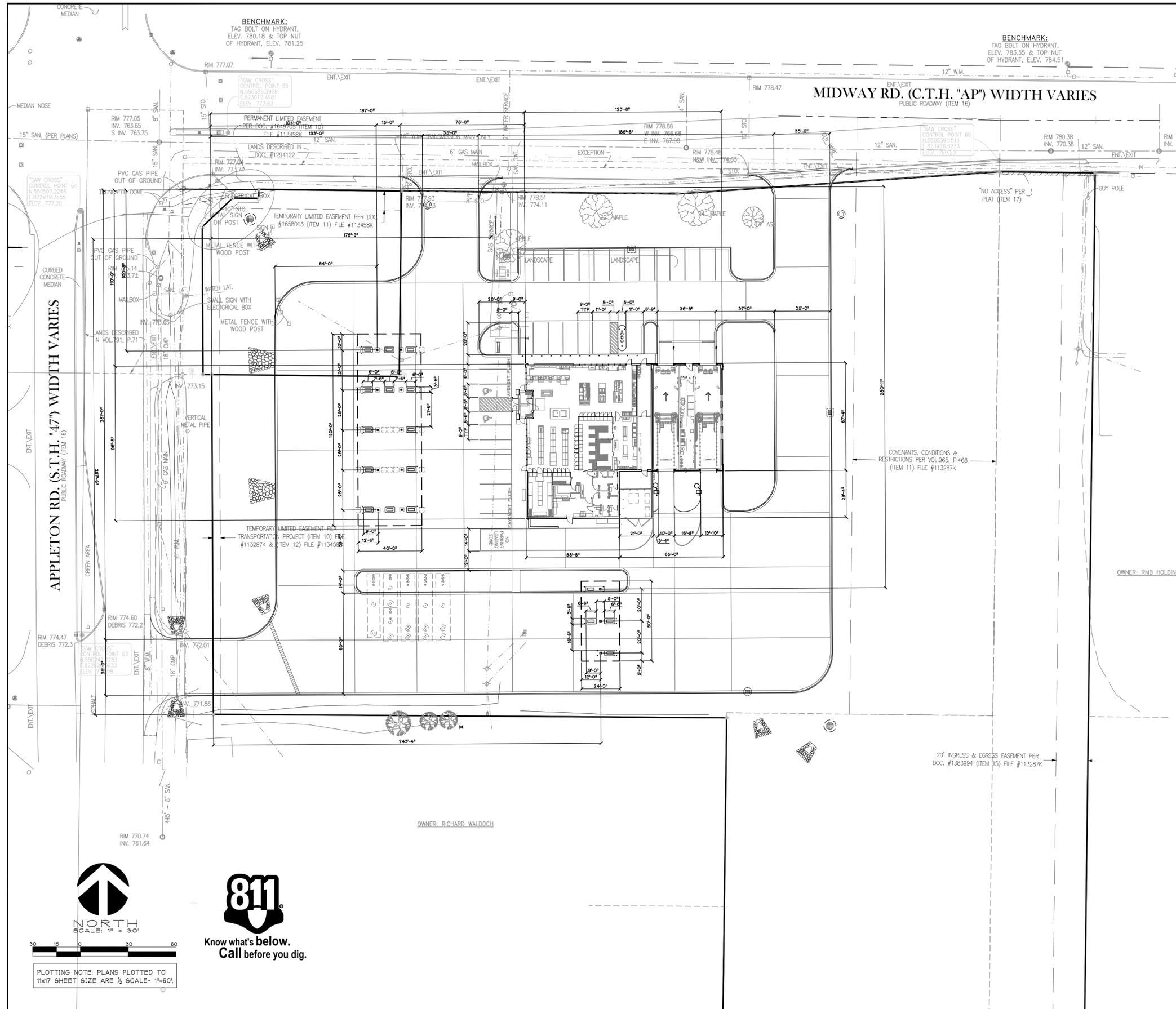
SHEET INDEX

| | |
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| ALTA | SURVEY SHEET |
| SP1 | SITE PLAN |
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1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

| COVER SHEET | CONVENIENCE STORE #297 WITH 2-BAY CW & SIDE DIESEL | SE CORNER OF MIDWAY RD & APPLETON RD MENASHA, WI | | | | | | | | | | | | | | | | | |
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CONSTRUCTION NOTE:

Construction fencing to be installed around entire construction site. Coordinate with owner for fencing and gate locations and appropriate signage installation.

LAYOUT NOTES:

1. PLAN PREPARED FROM AN ALTA/ACSM LAND TITLE SURVEY BY: CAROW LAND SURVEYING INC 920-731-4168 DATED 09-04-2014
2. CURBS ARE DIMENSIONED TO FACE OF CURB.
3. CONVENIENCE STORE, CAR WASH AND ISLAND COMPLEXES ARE LOCATED FROM THE SOUTHWEST PROPERTY CORNER AND ALIGNED PARALLEL/ PERPENDICULAR TO THE WEST PROPERTY LINE UNLESS OTHERWISE INDICATED ON THIS PLAN.
4. UNLESS SHOWN OTHERWISE ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINTS, AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND DRIVES. CONTROL JOINT MAXIMUM DISTANCE: WALKS- 8' O.C., ALL OTHERS- 10' O.C. SAW CUT CONTROL JOINTS MINIMUM ONE-QUARTER CONCRETE THICKNESS. EXPANSION JOINT MAXIMUM DISTANCE: WALKS- 24' O.C., ALL OTHERS- 40' O.C. DOWEL ALL EXPANSION JOINTS- MAXIMUM 24' O.C.
5. CONCRETE IN ISLAND COMPLEX SHALL BE SMOOTH FINISHED.
6. EXTERIOR CONCRETE SURFACES TO BE SEALED. CONCRETE SEALER: APR 15- OCT 31 USE: TK-26GV NOV 1- DEC 31 USE: TK-290
7. EXPANSION JOINTS SHALL BE DECK-O-FOAMED AND CAULKED WITH SL1

SITE DATA:

| | |
|------------------------|------------------------|
| ZONING DISTRICT: | C3 |
| TOTAL SITE AREA-TOTAL: | 269,825 SF |
| EX. IMPERVIOUS: | - |
| EX. PERVIOUS: | - |
| PARKING REQUIREMENTS | - |
| PARKING REQUIRED | 30 STALLS |
| PARKING PROVIDED | 20 SRV. FNTS, 2 DIESEL |
| BUILDING HEIGHTS | - |
| CONVENIENCE STORE | 23.5' |
| CAR WASH | 14' |
| CANOPY | 20.0' |
| BUILDING SETBACKS | - |
| FRONT | 25/ 10' |
| SIDE | 10' |
| REAR | 25/ 10' |

| | | |
|--------------------------|------------|-----|
| PROPOSED LOT GREEN AREA: | 175,345 SF | 65% |
| PROPOSED HARD COVER: | 94,480 SF | 35% |
| PAVED AREA: | 84,335 SF | 31% |
| BUILDING AREA: | 10,145 SF | 4% |



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SITE PLAN

CONVENIENCE STORE 297

MENASHA, WISCONSIN

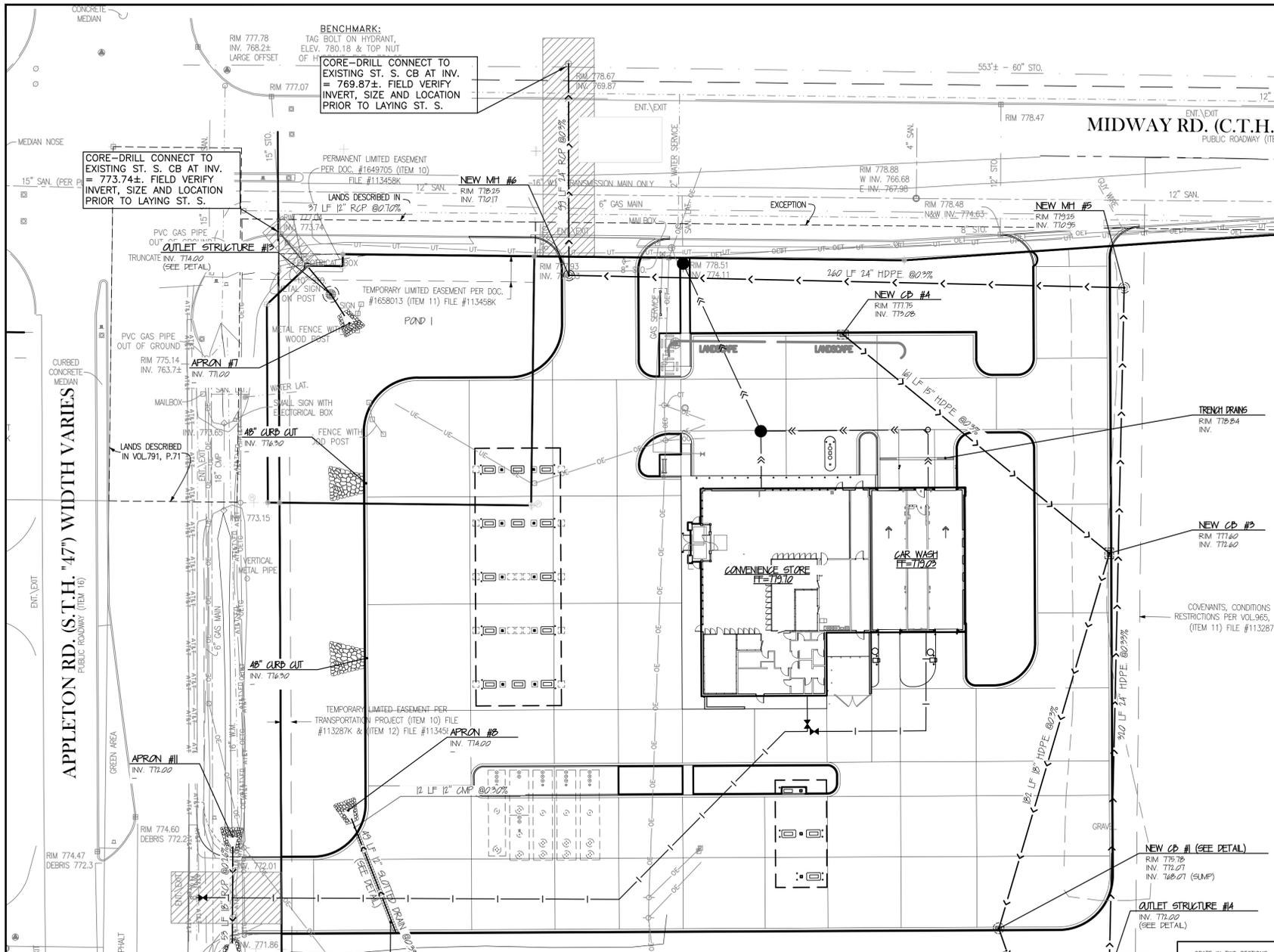
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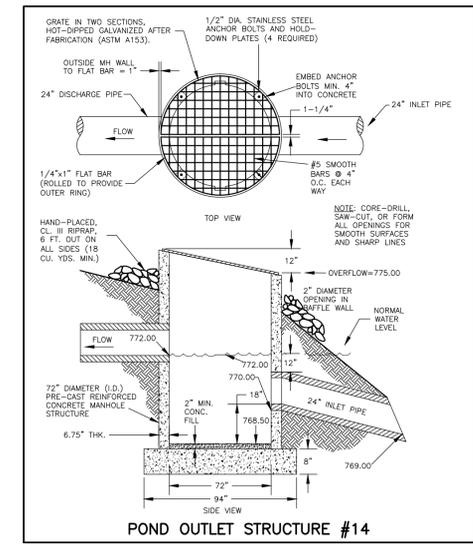
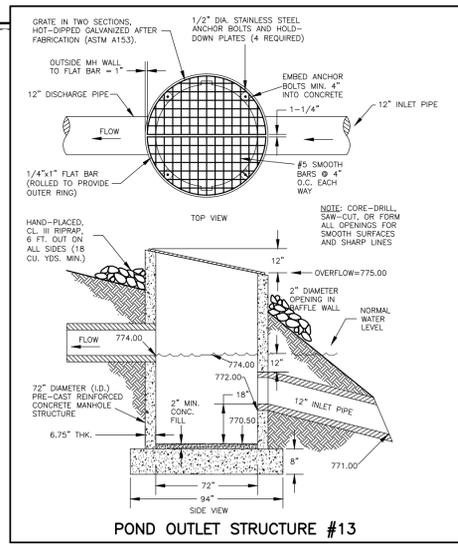
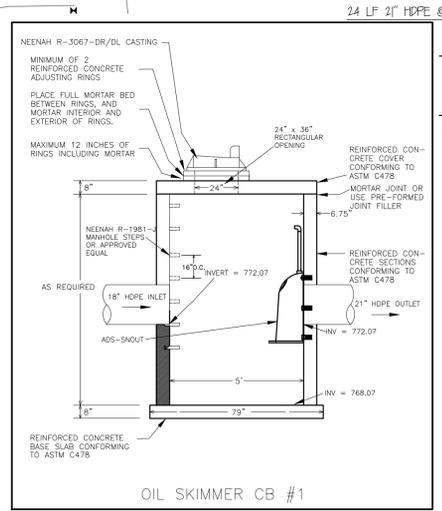
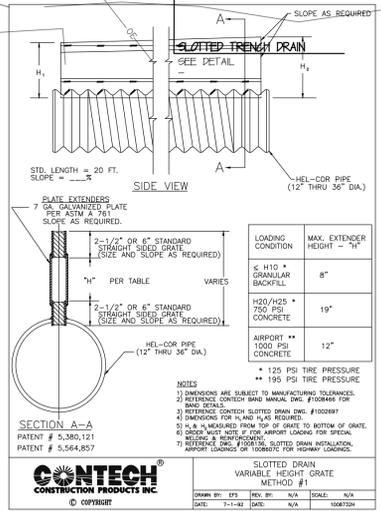
Plotting Note: Plans plotted to 1/4" = 1'-0" scale. 1/4" = 60'.

INSITES 14-030



- STORM DRAINAGE:**
- Unless otherwise indicated, use reinforced, precast, concrete maintenance holes and catchbasins conforming to ASTM C478, furnished with water stop rubber gaskets and precast bases. Joints for all precast maintenance hole sections shall have confined, rubber "O"-ring gaskets in accordance with ASTM C923. The inside barrel diameter shall not be less than 48 inches.
 - All joints and connections to catchbasins or manholes shall be watertight. Use resilient rubber seals, waterstop gaskets, or approved equal. Cement mortar joints are not allowed.
 - Install catchbasin castings with specified top elevation at the front rim.
 - PVC Pipe:** Use solid-core, SDR-35, ASTM D3034 Polyvinyl Chloride (PVC) Pipe for designated PVC storm sewer services 4 to 15-inches in diameter. Use solid-core, SDR-35, ASTM F679 Polyvinyl Chloride (PVC) pipe for designated PVC storm sewer services 18 to 27-inches in diameter. Joints for all storm sewer shall have push-on joints with elastomeric gaskets. Use of solvent cement joints is allowed for building services. Solvent cement joints in PVC pipe must include use of a primer which is of contrasting color to the pipe and cement. Pipe with solvent cement joints shall be joined with PVC cement conforming to ASTM D2564. Lay all PVC pipe on a continuous granular bed. Installation must comply with ASTM D2321.
 - RCP:** Reinforced concrete pipe (RCP) and fittings shall conform to ASTM C76, Design C, with circular reinforcing for the class of pipe specified. Use Class IV RCP for pipes 21" and larger. Use Class V RCP for pipes 18" and smaller. Joints shall be Bureau of Reclamation type R-4, with confined rubber "O"-ring gaskets in accordance with ASTM C361.
 - RC Aprons:** Install a reinforced concrete apron on the free end of all daylighted RCP storm sewer pipes. Tie the last three sections (including apron) of all daylighted RCP storm sewer with a minimum of two tie bolt fasteners per joint. This requirement applies to depth upstream and downstream pipe inlets and outlets. For concrete culverts, tie all joints. Ties to be used only to hold the pipe sections together, not for pulling the sections tight. Nuts and washers are not required on inside of 675 mm (27 inch) or less diameter pipes. Install safety-trash racks on all concrete aprons.
 - Testing:** Test all portions of storm sewer that are within 10 feet of buildings, within 10 feet of buried water, lines, within 50 feet of water wells, or that pass through soil or water identified as being contaminated. Test all flexible storm sewer lines for deflection after the sewer line has been installed and backfill has been in place for at least 30 days. No pipe shall exceed a deflection of 5%. If the test fails, make necessary repairs and retest.
 - Use Neenah R-3067-DR/DL casting with curb box, or approved equal, on CB #1, CB #3 and CB #4.
 - Use Neenah Foundry Co. R-1642 casting with self-sealing, solid, type B lid, or approved equal, on all storm sewer maintenance holes. Covers shall bear the "Storm Sewer" label.
 - Install detectable underground marking tape directly above all pvc, polyethylene, and other nonconductive underground utilities at a depth of 457 mm (18 inches) below finished grade, unless otherwise indicated. Bring the tape to the surface at various locations in order to provide connection points for locating underground utilities. Install blue Rhino TriView Flex Test Stations, or approved equal, with black caps at each surface location.
 - TRACER WIRE:** Locating requirements - a means to locate buried underground exterior non metallic sewers/maines must be provided with tracer wire or other methods in order to be located in accord with the provisions of these code sections as per 182.0715(2) of the statutes.
 - The minimum depth of cover for building and canopy roof drain leaders without insulation is 5 feet. Insulate roof drain leaders at locations where the depth of cover is less than 5 feet. Provide a minimum insulation thickness of 2 inches. The insulation must be at least 4 feet wide and centered on the pipe. Install the insulation boards 6 inches above the tops of the pipes on mechanically compacted and leveled pipe bedding material. Use high density, closed cell, rigid board material equivalent to DOW Styrofoam HI-40 plastic foam insulation.
 - Cleanouts:** Install cleanouts on all roof drains in accordance with S.P.S. 382.35 (3)(C)(1). The distance between cleanouts in horizontal piping shall not exceed 100 feet for pipes 10-inches and under in size. Cleanouts shall be of the same nominal size as the pipes they serve. Install a meter box frame and solid lid (Neenah R-1914-A, or approved equal) over all cleanouts.
 - Line ponds with 2" thick clay liner per detail.
 - Install all pipe with the ASTM identification numbers on the top for inspection. Commence pipe laying at the lowest point in the proposed sewer line. Lay the pipe with the bell end or receiving groove end of the pipe pointing upgrade. When connecting to an existing pipe, uncover the existing pipe in order to allow any adjustments in the proposed line and grade before laying any pipe. Do not lay pipes in water or when the trench conditions are unsuitable for such work.

- HDPE REQUIREMENTS:**
- Install dual-wall, smooth interior, corrugated high-density polyethylene (HDPE) pipe at locations indicated on the plan.
 - Dual-wall, smooth interior, corrugated high-density polyethylene (HDPE) pipe shall conform to the requirements of AASHTO M252 for pipe sizes 4-inch to 10-inch diameter.
 - Dual-wall, smooth interior, corrugated high-density polyethylene (HDPE) pipe shall conform to the requirements of ASTM F2306 for pipe sizes 12-inch to 60-inch diameter.
 - All fittings must comply with ASTM Standard D3212.
 - Water-tight joints must be used at all connections including structures.**
 - Lay all HDPE pipe on a continuous granular bed. Installation must comply with ASTM D2321. All sections of the corrugated HDPE pipe shall be coupled in order to provide water tight joints.
 - Perform deflection tests on all HDPE pipe after the sewer lines have been installed and backfill has been in place for at least 30 days. No pipe shall exceed a deflection of 5%. If the test fails, make necessary repairs and perform the test again until acceptable. Supply the mandrel for deflection testing. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95% of the inside diameter of the pipe. The ball or mandrel shall be clearly stamped with the diameter. Perform the tests without mechanical pulling devices.



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Sunde Engineering, PLLC
 CONSULTING CIVIL ENGINEERS

Brian H. Mundstock
 E-54859
 BLOOMINGTON, MN

STORM SEWER PLAN

CONVENIENCE STORE 297

MENASHA, WISCONSIN

| NO. | DATE | DESCRIPTION |
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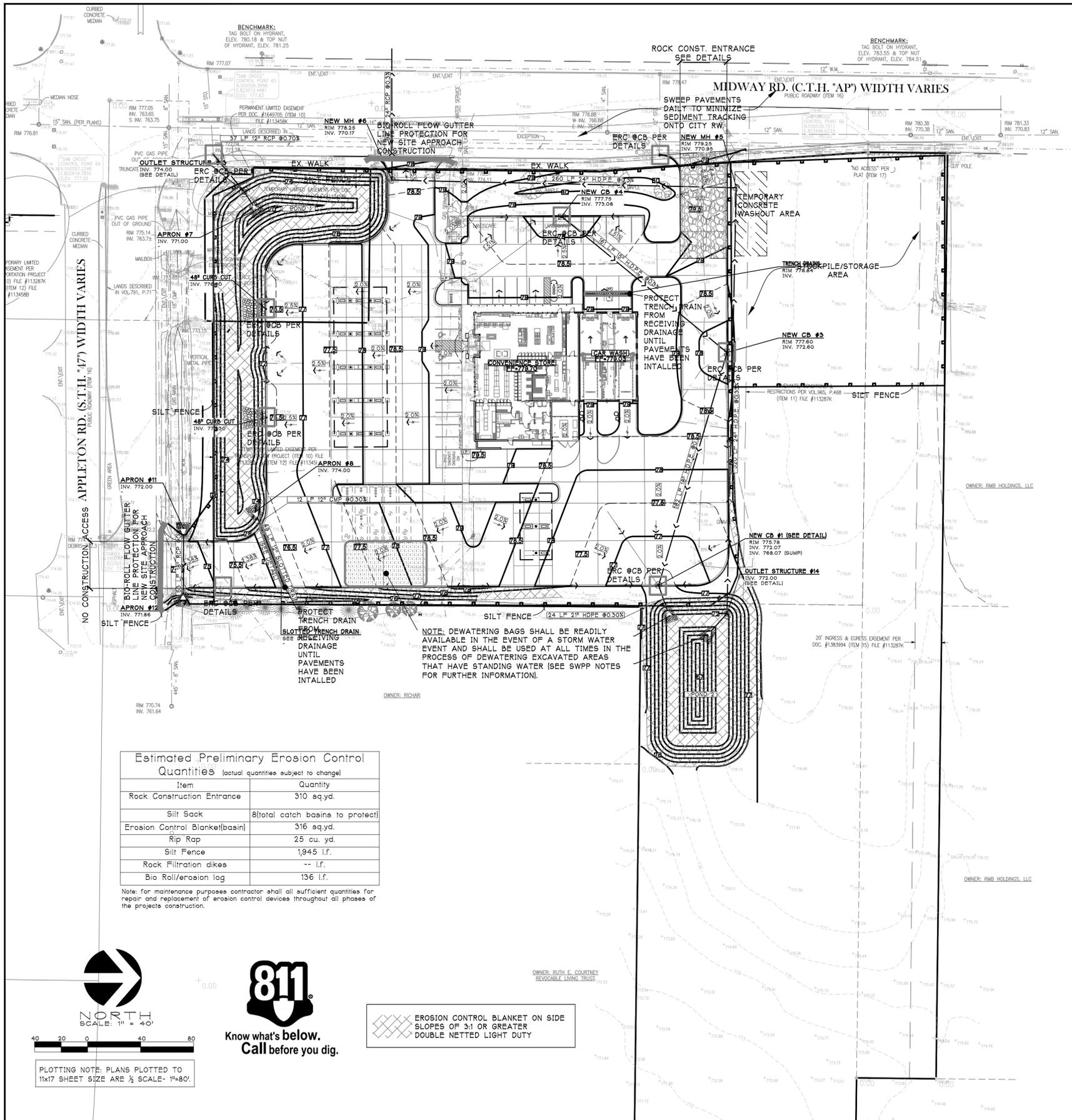
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 DATE: 2014-10-09
 SHEET: SP3

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CONTECH
 CONSTRUCTION PRODUCTS INC.

PLOTTING NOTE: PLANS PLOTTED TO IXT7 SHEET SIZE ARE 1/4" SCALE - 1"=40"

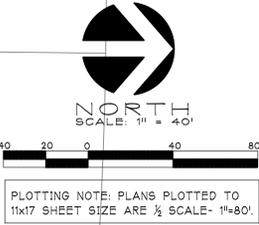


Estimated Preliminary Erosion Control Quantities (actual quantities subject to change)

| Item | Quantity |
|--------------------------------|----------------------------------|
| Rock Construction Entrance | 310 sq.yd. |
| Silt Sack | 8(total catch basins to protect) |
| Erosion Control Blanket(basin) | 316 sq.yd. |
| Rip Rap | 25 cu. yd. |
| Silt Fence | 1,945 l.f. |
| Rock Filtration dikes | -- l.f. |
| Bio Roll/erosion log | 136 l.f. |

Note: for maintenance purposes contractor shall all sufficient quantities for repair and replacement of erosion control devices throughout all phases of the projects construction.

NOTE: DEWATERING BAGS SHALL BE READILY AVAILABLE IN THE EVENT OF A STORM WATER EVENT AND SHALL BE USED AT ALL TIMES IN THE PROCESS OF DEWATERING EXCAVATED AREAS THAT HAVE STANDING WATER (SEE SWPP NOTES FOR FURTHER INFORMATION).



EROSION CONTROL BLANKET ON SIDE SLOPES OF 3:1 OR GREATER DOUBLE NETTED LIGHT DUTY

-ALL SILT FENCE MUST BE INSTALLED BY THE CONTRACTOR AND INSPECTED BY THE CITY PRIOR TO ANY SITE WORK.

-SITE EROSION CONTROL MEASURES MUST BE IN PLACE AT ALL TIMES. SHOULD DEVICES BE REMOVED FOR WORK ACCESS, THEY SHALL BE REINSTALLED AT THE END OF EACH WORK DAY UNTIL PAVEMENTS HAVE BEEN INSTALLED AND ALL LANDSCAPE AREAS HAVE BEEN MULCHED AND SODDED. SEEDED AREAS MUST EXHIBIT MINIMUM OF 70% SOIL COVERAGE.

-REFER TO THE SWPPP PLAN NOTES AND DETAIL SHEETS SWPPP2-4 FOR MORE INFORMATION.

CONTACT BRAD FRY
 KWIK TRIP, INC.
 PO BOX 2107
 LACROSSE, WI 54602
 608-783-8020

| CONSTRUCTION SEQUENCE | PROJECT DATA |
|--|--|
| *INSTALL EROSION/SEDIMENT CONTROL MEASURES | PROJECT START DATE: APRIL 2015 |
| *INSTALL STORMWATER MANAGEMENT | PROJECT COMPLETION DATE: APRIL 2016 |
| *INSTALL STORM SEWER | SITE AREA DATA |
| *INSTALL PAVEMENTS | TOTAL SITE AREA: 271,628 SF |
| *INSTALL LAWN/LANDSCAPE | PRE-CONSTRUCTION IMPERVIOUS AREA: 102,176 SF |
| *FLUSH STORM SEWER | POST-CONSTRUCTION IMPERVIOUS AREA: 208,700 SF |
| *REMOVE EROSION CONTROL MEASURES ONLY AFTER ALL PAVEMENTS HAVE BEEN INSTALLED AND ALL SOILS HAVE BEEN STABILIZED | APPROX. AREA OF LAND DISTURBANCE: 100% |
| | SITE RUNOFF COEFFICIENT |
| | PRE-CONSTRUCTION: 83 |
| | POST-CONSTRUCTION: 92 |
| | SOIL DATA |
| | SURFACE SOIL: Neenah siltly clay loam |
| | SUB-SURFACE SOIL: Winneconne siltly clay loam |
| | DEPTH OF GROUND WATER: --FT |
| | DOWN-STREAM TRIBUTARY: Little Lake Butte des Morts |

Universal Soil Loss Equation for Construction Sites
 for use in the State of Wisconsin

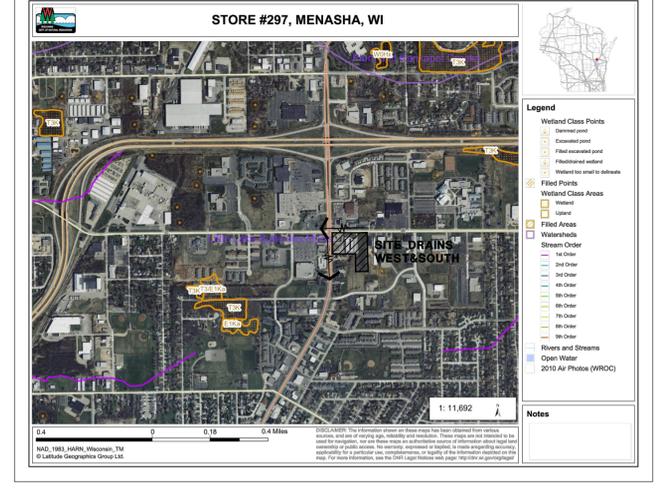
Wisconsin.commerce.wi.gov

Developer: Kwik Trip #297
 Project: Menasha WI
 Date: 10/21/2014
 County: Winnebago

| Land Disturbing Activity | Begin Date | End Date | Period % R | Annual R | Sub Soil Texture | Soil Erosibility K Factor | Slope (%) | Slope Length (feet) | LS Factor | Land Cover C Factor | Soil loss A _r (t/acre/yr) | Percent Reduction Required | |
|--------------------------|------------|----------|------------|----------|------------------|---------------------------|-----------|---------------------|-----------|---------------------|--------------------------------------|------------------------------|------------|
| Bare Ground | 4/1/2015 | 9/1/2015 | 75.0% | 110 | Silty Clay Loam | 0.43 | 3.5% | 677 | 0.74 | 1.00 | 26.8 | 55 tons/acre / 7.5 tons/acre | |
| Seed and Mch | 9/1/2015 | 4/1/2016 | 24.1% | 110 | Silty Clay Loam | 0.43 | 3.5% | 677 | 0.74 | 0.12 | 1.0 | | |
| End | 4/1/2016 | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | 27.8 | 62% | 73% |

Land Disturbing Activities: Input: Bare Ground, Seed and Mch, Seeding, Soil, End. Definition: activity which leaves the ground devoid of vegetation, application of straw at 1.5 tons/acre with or without seeding, temporary or permanent seeding without the use of mulching materials, installation of soil, end of 40 day cover establishment or permanent stabilization (required input). If additional practices are needed for 1 acre or more disturbed ("A" all that apply): erosion practices per Conservation, best beam per standard, best & mulch within 1 week of disturbance, erosion control mat per standard, straw "X" in the area not to be seeded is required on "TOTAL" row, no additional practices needed to comply with soil loss standard, additional practices needed to comply with soil loss standard.

Notes: Designed By: [blank], Checked By: [blank], Date: [blank].



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 3030 Harbor Lane North, Ste. 131
 Plymouth, Minnesota 55447
 763.383.8400
 (651) 761.8400

ROBERT J. MUELLER
 L.A.S.T. IN.
 WISCONSIN
 2014 10-20

EROSION CONTROL PLAN

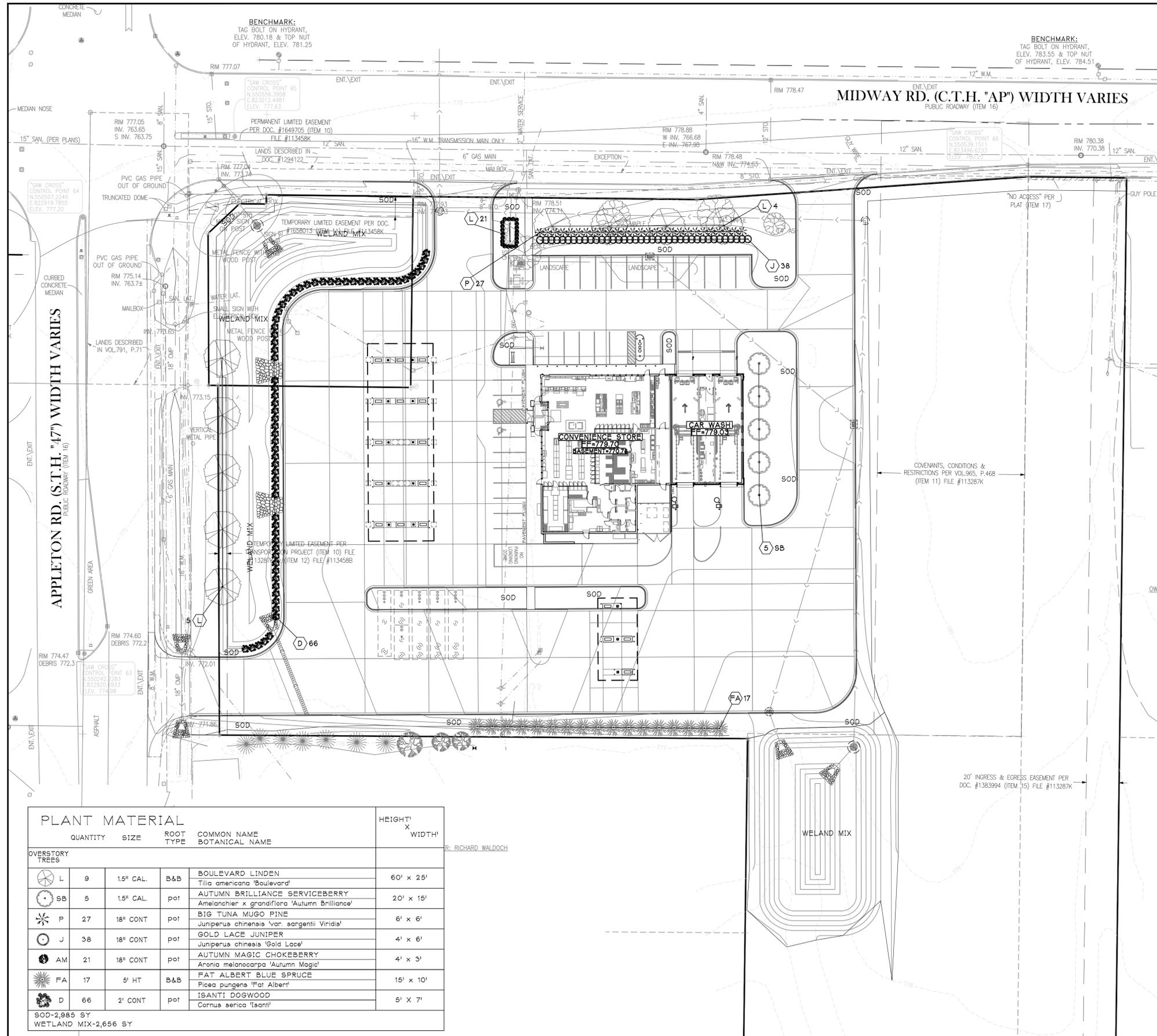
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MENASHA, WISCONSIN

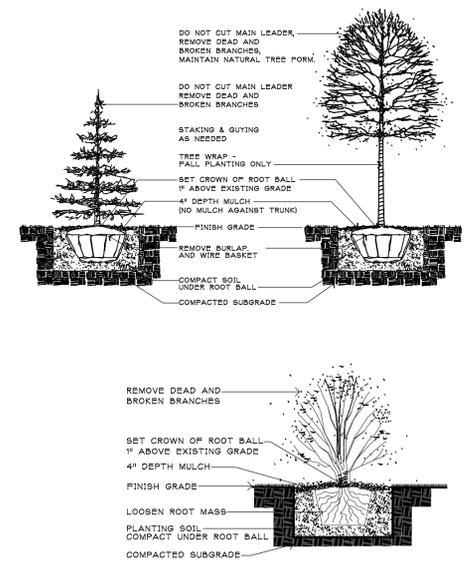
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INSITES 14-030



- NOTES:**
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR PLANTING IN ALL R.O.W.
 - LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES WHICH MAY AFFECT HIS WORK.
 - LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHERS AT SITE AND COMPLETE HIS WORK PER OWNERS CONSTRUCTION SCHEDULE.
 - ALL PLANT MATERIALS SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION AND ACCEPTANCE BY OWNER, WITH ONE TIME REPLACEMENT AT APPROPRIATE TIME OR UPON REQUEST OF OWNER.
 - REPLACEMENT TOPSOIL SHALL BE CLEAN, FREE OF STONES, WEEDS, AND OTHER UNDESIRABLE DEBRIS.
 - PLANTING SOIL MIX (INCIDENTAL COST ITEM)
 1. MIX 1 LB. 5-20-20 COMMERCIAL FERTILIZER PER CU. YD. TOPSOIL
 2. THOROUGHLY MIX 1-PART SAND AND 1-PART PEAT MOSS WITH 5-PARTS FERTILIZER AND TOP SOIL.
 - USE PLANTING SOIL AT ALL LOCATIONS PER DETAILS THIS SHEET.
 - LANDSCAPE CONTRACTOR SHALL VERIFY TOPSOIL DEPTH AND NOTIFY OWNER OF ANY DEFICIENCY.
 - SOD SHALL BE CULTURED WITH PREDOMINATELY KENTUCKY BLUEGRASS SEED OF RECENT DISEASE RESISTANT INTRODUCTIONS. NO GUARANTEE ON SOD EXCEPT ANY SOD NOT SATISFACTORY AT TIME OF COMPLETION INSPECTION SHALL BE PROMPTLY REPLACED PRIOR TO COMPLETION OF JOB. STAKE SOD ON SLOPES 3:1 AND GREATER - WHERE EXISTING CONCRETE/ ASPHALT AREAS ARE TO BE REPLACED WITH LANDSCAPING, PROVISIONS SHOULD BE TAKEN TO COORDINATE EXCAVATION OF SUBSOIL TO A DEPTH OF 2' WITH GRADING CONTRACTOR. REPLACE WITH COMPACTED TOPSOIL. ALL AREAS TO BE LANDSCAPED AND SODDED SHALL BE GRADED SMOOTH AND EVEN.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
 - LANDSCAPE CONTRACTOR TO INSTALL 'VALLEY VIEW', 'BLACK DIAMOND' EDGING AROUND ALL PLANTING BEDS AS SHOWN ON THIS PLAN.
 - USE FINELY SHREDDED HARDWOOD BARK MULCH, NO DYED MULCHES, INSTALL 4" DEPTH. NO FILTER FABRIC OR EDGING AROUND ALL TREES OUTSIDE SHRUB BEDS.
 - GRAVEL MULCH SHALL BE 1" DIA. WASHED 'RIVER ROCK'. INSTALL 4" DEPTH WITH APPROVED WEED FABRIC BARRIER IF INDICATED PLAN.
 - LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR IRRIGATION SYSTEM INSTALLATION PER SHEET 11. DESIGN SHALL BE APPROVED BY OWNER PRIOR TO INSTALLATION. IRRIGATION DESIGN SHOULD ENCOMPASS ALL LANDSCAPE AREAS WITH SOD AND/OR PLANTINGS, FROM CURB TO CURB. R.O.W. SHOULD BE IRRIGATED FROM SPRINKLER HEADS LOCATED WITHIN PROPERTY BOUNDARY. CARE SHOULD BE TAKEN IN VICINITY OF ALL WALKS AND DRIVES TO MINIMIZE OVER SPRAY. COORDINATE INSTALLATION OF ALL PVC SLEEVE UNDER DRIVE AREAS WITH GENERAL CONTRACTOR.
 - LANDSCAPE CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER ALL LANDSCAPE INSTALLATION IS COMPLETE AND ACCEPTED BY OWNER AND DAILY AS DEEMED NECESSARY BY THE CITY.
 - LANDSCAPE CONTRACTOR SHALL SOD AND REPAIR IN THE RIGHTWAY AS IS NEEDED.
 - GENERAL CONTRACTOR TO SWEEP PAVEMENT AREAS PRIOR TO TURN OVER TO OWNER.



| PLANT MATERIAL | | | | | HEIGHT' X WIDTH' |
|--------------------------------------|------|-----------|-------------|--|------------------------|
| QUANTITY | SIZE | ROOT TYPE | COMMON NAME | BOTANICAL NAME | |
| OVERSTORY TREES | | | | | |
| L | 9 | 1.5" CAL. | B&B | BOULEVARD LINDEN <i>Tilia americana 'Boulevard'</i> | 60' x 25' |
| SB | 5 | 1.5" CAL. | pot | AUTUMN BRILLIANCE SERVICEBERRY <i>Amelanchier x grandiflora 'Autumn Brilliance'</i> | 20' x 15' |
| P | 27 | 18" CONT | pot | BIG TUNA MUGO PINE <i>Juniperus chinensis 'var. sargentii Viridis'</i> | 6' x 6' |
| J | 38 | 18" CONT | pot | GOLD LACE JUNIPER <i>Juniperus chinensis 'Gold Lace'</i> | 4' x 6' |
| AM | 21 | 18" CONT | pot | AUTUMN MAGIC CHOKEBERRY <i>Aronia melanocarpa 'Autumn Magic'</i> | 4' x 3' |
| FA | 17 | 5' HT | B&B | FAT ALBERT BLUE SPRUCE <i>Picea pungens 'Fat Albert'</i> | 15' x 10' |
| D | 66 | 2' CONT | pot | ISANTI DOGWOOD <i>Cornus sericea 'Isanti'</i> | 5' x 7' |
| SOD-2,985 SY WETLAND MIX-2,656 SY | | | | | |

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Plymouth, Minnesota 55447
763.383.8400
163.763.181.8400

ROBERT J. MUELLER
Landscape Architect
2014 10-20

LANDSCAPE PLAN

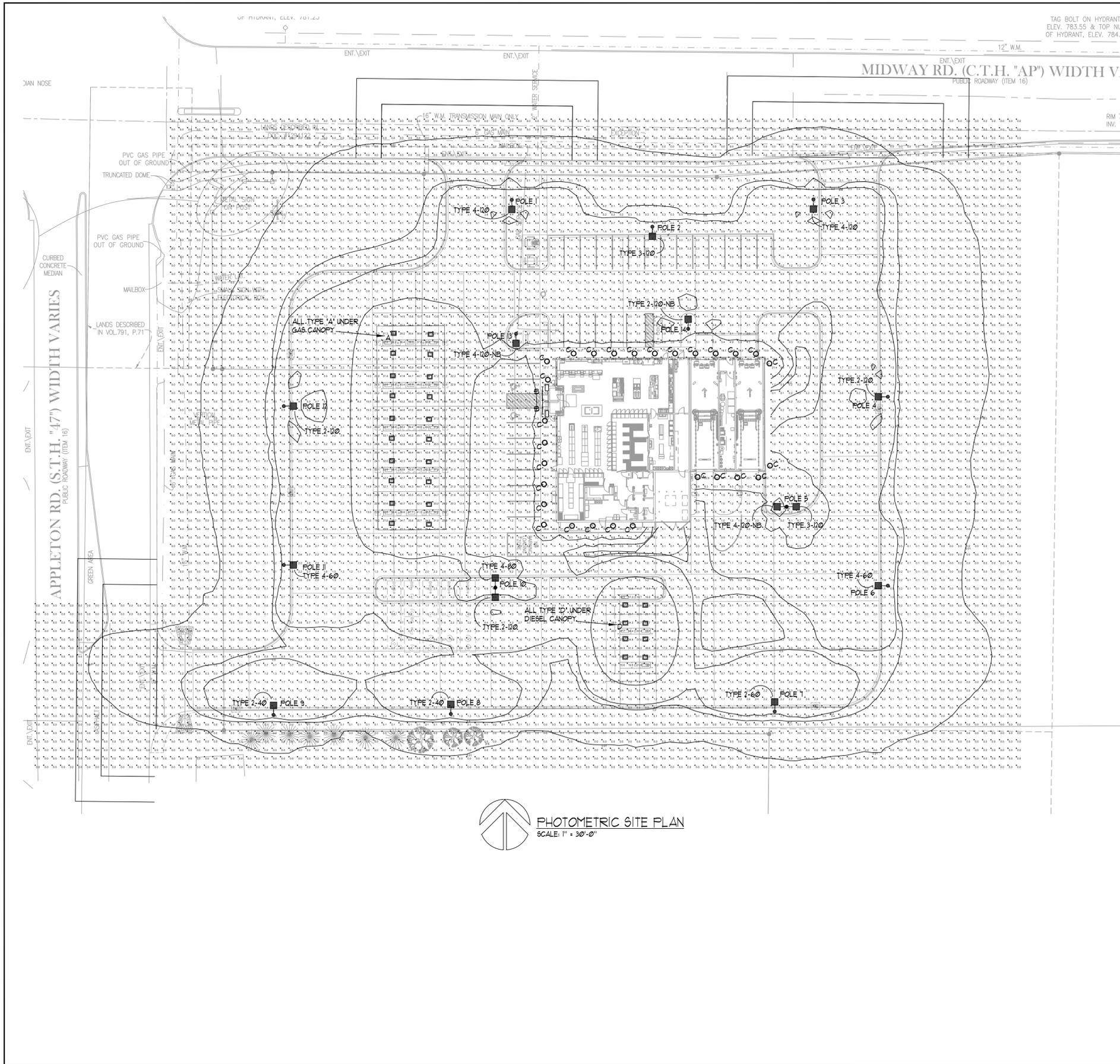
CONVENIENCE STORE 297

MENASHA, WISCONSIN

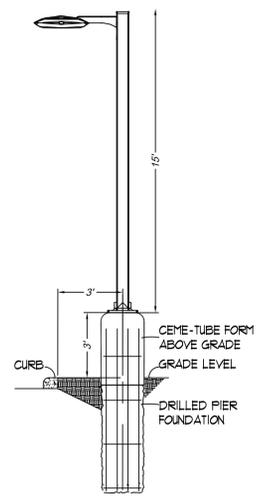
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PROJ. NO.: 14297
DATE: 2014 10-20
SHEET: **L1**

INSITES 14-030



PHOTOMETRIC SITE PLAN
SCALE: 1" = 30'-0"



LOT LIGHT ELEVATION DETAIL
NOT TO SCALE

FIXTURE QUANTITIES

| | |
|---------------|------|
| A | - 20 |
| B | - 2 |
| C | - 28 |
| D | - 8 |
| TYPE 2-40 | - 2 |
| TYPE 2-60 | - 1 |
| TYPE 2-120 | - 2 |
| TYPE 2-120-NB | - 2 |
| TYPE 3-120 | - 2 |
| TYPE 4-60 | - 2 |
| TYPE 4-80 | - 1 |
| TYPE 4-120 | - 2 |
| TYPE 4-120-NB | - 2 |

PROVIDE A TOTAL OF (14) 15' POLES.

CALCULATION STATISTICS

| | |
|----------|--------|
| AVERAGE: | 2.1fc |
| MAXIMUM: | 4.10fc |
| MINIMUM: | 0.0fc |

- FIXTURE SYMBOLS:**
- A + D □ RECESSED LED LIGHT MOUNTED UNDER CANOPY
 - B — LED STRIP LIGHT
 - C ○ RECESSED LED DOWNLIGHT
 - POLE MOUNTED LED FIXTURE
 - Types 2, 3, 4

- FIXTURE TYPES:**
- A - CREE LIGHTING: CAN-304-SL-R5-06-E-UL-UH-100
MOUNTING HEIGHT - 16'-0"
 - B - LED STRIP LIGHT
LITHONIA - ZLI-L96-LB840
MOUNTING HEIGHT: SEE ARCHITECTURAL ELEVATIONS
 - C - RECESSED LED DOWNLIGHT
GOTHAM EVO 41/29-BAR-120-TRW
 - D - CREE LIGHTING: CAN-228-P5-RM-03-D-UL-BK-100
MOUNTING HEIGHT - 16'-0"

- TYPE 2-40 - CREE LIGHTING: ARE-EDG-2MB-DA-04-E-UL-UH-350
- TYPE 2-60 - CREE LIGHTING: ARE-EDG-2MB-DA-06-E-UL-UH-350
- TYPE 2-120 - CREE LIGHTING: ARE-EDG-2MB-DA-12-E-UL-UH-350
- TYPE 2-120-NB - CREE LIGHTING: ARE-EDG-2M-DA-12-E-UL-UH-350
- TYPE 3-120 - CREE LIGHTING: ARE-EDG-3MB-DA-12-E-UL-UH-350
- TYPE 4-60 - CREE LIGHTING: ARE-EDG-4MB-DA-06-E-UL-UH-350
- TYPE 4-80 - CREE LIGHTING: ARE-EDG-4MB-DA-08-E-UL-UH-350
- TYPE 4-120 - CREE LIGHTING: ARE-EDG-4MB-DA-12-E-UL-UH-350
- TYPE 4-120-NB - CREE LIGHTING: ARE-EDG-4M-DA-12-E-UL-UH-350

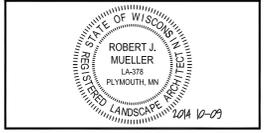
C421
CZARNECKI
ENGINEERING
INCORPORATED
101 MARLIN COURT, SUITE B - WAUKESHA WI 53096
VOICE: (262) 513-3000 FAX: (262) 513-3003
WEB PAGE: www.czeng.com

KWIK TRIP
STORES

KWIK STAR
STORES

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH. (608) 781-8988
FAX. (608) 781-8960

INSITES
SITE PLANNING LANDSCAPE
3030 HARCOURT BLVD. N. Ste. 131
Plymouth, Minnesota 55447
763.383.8400
fax 763.383.8440



PHOTOMETRIC SITE PLAN
CONVENIENCE STORE 297
MENASHA, WISCONSIN

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |
| | | |

DRAWN BY: CZE
SCALE: GRAPHIC
PROJ. NO: 14297
DATE: 2014 10-09
SHEET: E1

City of Menasha
SPECIAL ZONING APPROVAL

Owner AAK Holdings II Case or Plan No. _____

Address 100 Main St. Menasha Fee 850

Applicant (if different than Owner) James Fletcher Broker/Agent

Address _____

Zoning C-2 Parcel Number(s) Trt Parcels 2-00069-0 2-00070-0

PLEASE INDICATE WHICH REQUEST IS BEING MADE

- Rezoning Special Use Flood Plain Map Amendment
 Appeal or Variance PUD Plan Approval

Description of Request: Modify transitional landscaping area and parking lot interior landscaping requirements to preserve on site parking and maintain existing driveway opening and traffic pattern.

Owner/Agent [Signature] Broker/Agent
Signature

(If applicable) Formal Hearing 3-16-2015

Informal Hearing 3-3-2015 Notice Mailed 2-25-2015

Notice Mailed 2-25-2015 Notice Mailed —

Action Taken: _____ 20__

- APPROVED DENIED

Conditions (if any): _____



February 25, 2015

RE: Special Use Permit Application for 100 Main Street

Dear Property Owner:

James Fletcher, broker/agent for AAK Holding II, has applied for a Special Use Permit for Parcel Number 2-00069-00 and 2-00070-00 located at 100 Main Street. The Special Use Permit has been requested to reoccupy the office space. The subject site is zoned C-2 Central Business District which requires a Special Use Permit to reestablish the office use on a nonconforming site per Sec. 13-1-44(b)(2) of the City of Menasha Code of Ordinances.

The City of Menasha Plan Commission will hold a public hearing on the proposed Special Use Permit on Tuesday, March 3, 2015 at 3:35 p.m. or shortly thereafter in the City Hall Council Chambers located at 140 Main Street, Menasha.

The City of Menasha Common Council will hold a public hearing on the proposed Special Use Permit on Monday, March 16, 2015 at 6:00 p.m. or shortly thereafter in the City Hall Council Chambers, 140 Main Street, Menasha.

A copy of the Public Hearing Notice is attached along a map identifying the location of the property.

Persons interested in this matter will be given an opportunity to comment on the request; written comments will also be considered. You are receiving this notice because you own property within one hundred (100) feet of the proposed special use. If you have any questions, please contact me.

Sincerely,

Kristi Heim
Community Development Coordinator

C: Plan Commission
City Clerk Galeazzi



Proposed Special Use Location 100 Main Street

Parcel ID# 2-00069-00 & 2-00070-00



**City of Menasha
Public Hearings**

NOTICE IS HEREBY GIVEN that public hearings will be held by the Menasha Plan Commission and Common Council on an application for a Special Use Permit by James Fletcher, broker/agent for AAK Holdings II to reoccupy the office space at 100 Main Street, which includes Parcel Number, 2-00069-00 and 2-00070-00, City of Menasha, Winnebago County, Wisconsin. The subject sites are zoned C-2 Central Business District and require a Special Use Permit to reestablish the office use on a nonconforming site per Sec. 13-1-44(b)(2) of the City of Menasha Code of Ordinances. Nonconformities include transitional area landscaping adjacent to residential properties and parking lot interior landscaping. The Plan Commission will hold its public hearing on Tuesday, March 3, 2015 at 3:30 PM, or shortly thereafter, in the Council Chambers of Menasha City Hall located at 140 Main Street, Menasha, WI. The Common Council will hold its public hearing on this matter at 6:00 PM, or shortly thereafter, on Monday, March 16, 2016 at the same location. All persons interested in commenting on the application for this Special Use Permit are invited to attend.

Deborah A. Galeazzi, WCMC
City Clerk

Run: March 1 & 9, 2015.



LANDSCAPE PLAN

LANDSCAPE LEGEND

- EMERALD GREEN ARBS
- PYGMY ARB GLOBES
- SPIREA
- DAYLILLIES
- SUMMER WINE NINEBARK
- DWARF ARTIC BLUE WILLOW
- MUGO PINE
- PINK POTENTILLA
- TREES
- HARDWOOD MULCH
- WDOT SEED MIXTURE NO. 40, OR LANDSCAPE ARCHITECT APPROVED EQUIVALENT.
- MEDIUM WHITE RIVER ROCK

LANDSCAPE PLAN NOTE:

- A MINIMUM OF 6" OF TOPSOIL IS TO BE INSTALLED IN ALL PROPOSED GREENSPACE AREAS.

| Product Name | Size at planting | Height at maturity | Width at maturity |
|------------------------|---------------------|--------------------|-------------------|
| Goldrround Spirea | 15-18" | 18-24" | 2-3' |
| Magic Carpet Spirea | 15-18" | 18-74" | 2-3' |
| Summertime Ninebark | 2-3' | 5-03' | 6-6' |
| Dwi. Blue Artic Willow | 3' | 3-4' | 3-5' |
| Pink Beauty Potentilla | 18-24" | 2-3' | 2-3' |
| Emerald Green Arb. | 5-6' | 15' | 3-4' |
| OW. Mugo Pine | 2' | 3-5' | 6-8' |
| Pygmy Globe Arb. | 15-18" | 2-3' | 2-3' |
| Stella Daylilies | 1 gal. | 18" | 2' |
| TREES | | | |
| | Caliper at planting | Height at maturity | Width at maturity |
| Whitespire Clump Birch | 1.5" | 30'-40' | 20'-25' |
| Greenspire Linden | 1.5" | 40'-50' | 30' |
| Emerald Queen Maple | 1.5" | 50' | 40' |
| Armstrong Maple | 1.6" | 50'-65' | 15'-20' |
| Columnar Maple | 1.5" | .65' | 15'-20' |
| Silver Maple | 1.5" | 61:1'-80' | 40'-50' |
| Ivory Silk Liaio | 1.5" | 20'-25' | 15' |

TOPOGRAPHIC LEGEND

- 1" x 18" IRON PIPE SET
- 1-1/4" x 30" REBAR SET
- CHISELED "X" FOUND
- 3/4" REBAR FOUND
- 1" IRON PIPE FOUND
- 1-1/4" REBAR FOUND
- 2" IRON PIPE FOUND
- CHISELED "X" FOUND
- GOVERNMENT CORNER
- RECORDED AS
- CONIFEROUS TREE
- DECIDUOUS TREE
- EXIST. WOODS LINE
- WETLANDS
- SOIL BORING
- OVERHEAD POWER LINES
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- FIBER
- UNDERGROUND FIBEROPTIC
- UNDERGROUND GAS
- UNDERGROUND CABLE TV
- EXIST. FENCE LINE
- SIGN
- POWER POLE
- GUY
- LIGHT POLE
- TELEPHONE PEDESTAL
- ELECTRIC PEDESTAL
- CABLE PEDESTAL
- EXIST. HYDRANT
- WATER VALVE
- WATER STOP BOX
- GAS VALVE
- EXIST. STORM MANHOLE
- STORM INLET
- YARD DRAIN
- EXIST. SANITARY MANHOLE
- EXIST. SAN. SEWER
- EXIST. STO. SEWER
- EXIST. WATER MAIN
- EXIST. SPOT ELEVATION
- CONTOUR W/ ELEVATION
- 800.006 EXIST. TOP OF CURB ELEV.
- 800.000 EXIST. FLOW LINE ELEV.
- FF = 800.00 FIRST FLOOR = 800.00
- TOPSOIL DEPTH
- INFILTRATION SOIL BORING

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

Planning
 Environmental
 Surveying
 Engineering
 Architecture

| NO. | DATE | DRAWN BY | GRC | CHECKED | APPROVED | REVISION | |
|-----|------|----------|-----|---------|----------|----------|--|
| | | | | | | | |
| | | | | | | | |

LANDSCAPE PLAN
100 MAIN STREET
 CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN

SCALE: 1" = 20'
 DATE: 02-24-2014
 COMPUTER FILE: 1-0599-001s.dwg

DRAWING NO.
 1-0599-001LS

City of Menasha Disbursements

| | | |
|-------------------------|---|---------------|
| Weekly Accounts Payable | 2/26/15-3/12/15 Checks # 49226-49373 | \$ 371,546.52 |
|-------------------------|---|---------------|

| | | |
|-------------------|--------|---------------|
| Bi-Weekly Payroll | 3/5/15 | \$ 171,748.66 |
|-------------------|--------|---------------|

Additional Regular Cycle Accounts Payables -Paid Electronically

| | | |
|---|---------|------------------------|
| Employee Trust Funds | 2/27/15 | \$ 117,462.57 |
| Banking Fee | 2/28/15 | \$ 75.00 |
| Depository Trust-Interest | 3/2/15 | \$ 133,975.63 |
| Depository Trust-Principal | 3/2/15 | \$ 2,800,000.00 |
| Delta Dental | 3/4/15 | \$ 2,584.11 |
| Community First Credit Union-Payroll Deductions | 3/5/15 | \$ 7,141.00 |
| Nationwide Retirement | 3/6/15 | \$ 11,335.00 |
| BMO Harris-Flex Spending | 3/6/15 | \$ 3,573.27 |
| Pitney Bowes-Postage Machine Refill | 3/9/15 | \$ 1,500.00 |
| Delta Dental | 3/11/15 | \$ 3,493.52 |
| Federal Tax Withholding | 3/11/15 | \$ 68,963.58 |
| | | <u>\$ 3,150,103.68</u> |

| | |
|-------|-------------------------------|
| Total | <u><u>\$ 3,693,398.86</u></u> |
|-------|-------------------------------|

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



 Peggy Steeno
 Administrative Services Director

3/12/15

 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: 2/26/2015

| <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> |
|-------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-----------------|--------------------|
| ACC PLANNED SERVICE INC | 49226 | 2/26/2015 | 13835 | 100-0601-551.24-03 | 1,551.87 | Service |
| | | | Total for check: 49226 | | 1,551.87 | |
| ACCENT BUSINESS SOLUTIONS INC | 49227 | 2/26/2015 | 63103 | 100-0601-551.24-04 | 388.00 | Contract |
| | | | Total for check: 49227 | | 388.00 | |
| BAKER & TAYLOR INC | 49229 | 2/26/2015 | 2030173875 | 100-0601-551.30-14 | 314.57 | Library Materials |
| | | 2/26/2015 | 2030180969 | 100-0601-551.30-14 | 118.90 | Library Materials |
| | | 2/26/2015 | 2030195441 | 100-0601-551.30-14 | 97.73 | Library Materials |
| | | 2/26/2015 | 2030199191 | 100-0601-551.30-14 | 22.43 | Library Materials |
| | | 2/26/2015 | 2030237451 | 100-0601-551.30-14 | 183.42 | Library Materials |
| | | 2/26/2015 | 2030251471 | 100-0601-551.30-14 | 69.11 | Library Materials |
| | | 2/26/2015 | 2030251570 | 100-0601-551.30-14 | 89.08 | Library Materials |
| | | 2/26/2015 | 2030254033 | 100-0601-551.30-14 | 247.69 | Library Materials |

AP Check Register

Check Date: 2/26/2015

| <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... | 49229... | 2/26/2015 | 2030261856 | 100-0601-551.30-14 | 424.52 | Library Materials |
| | | 2/26/2015 | 2030265086 | 100-0601-551.30-14 | 347.75 | Library Materials |
| | | 2/26/2015 | 2030269418 | 100-0601-551.30-14 | 167.54 | Library Materials |
| | | 2/26/2015 | 2030273830 | 100-0601-551.30-14 | 337.69 | Library Materials |
| | | 2/26/2015 | K35416040 | 100-0601-551.30-14 | 10.75 | Library Materials |
| | | 2/26/2015 | M63924080 | 100-0601-551.30-14 | 131.70 | Library Materials |
| | | 2/26/2015 | M63924081 | 100-0601-551.30-14 | 127.38 | Library Materials |
| | | 2/26/2015 | M64291520 | 100-0601-551.30-14 | 116.55 | Library Materials |
| | | 2/26/2015 | NS15020027 | 100-0601-551.30-14 | 100.00 | Library Materials |
| | | | Total for check: 49229 | | 2,906.81 | |
| CDW GOVERNMENT INC | 49230 | 2/26/2015 | RQ60863 | 100-0601-551.30-10 | 89.19 | Toner |
| | | 2/26/2015 | SH15194 | 100-0601-551.30-10 | 74.29 | Toner |
| | | 2/26/2015 | SK63810 | 100-0601-551.30-10 | 342.95 | Ink |
| | | 2/26/2015 | SK82429 | 100-0601-551.30-10 | 74.38 | Ink |
| | | | | Total for check: 49230 | | 580.81 |
| CENTER POINT LARGE PRINT | 49231 | 2/26/2015 | 1260795 | 100-0601-551.30-14 | 133.02 | Library Materials |
| | | | | Total for check: 49231 | | 133.02 |
| D&M INTERIORS | 49232 | 2/26/2015 | CG500013 | 100-0601-551.24-03 | 11,075.92 | Carpet Tile |
| | | | | Total for check: 49232 | | 11,075.92 |
| DEMCO INC | 49233 | 2/26/2015 | 5497700 | 100-0601-551.30-16 | 293.91 | Supplies |
| | | 2/26/2015 | 5509072 | 100-0601-551.30-18 | 1,240.27 | Supplies |
| | | 2/26/2015 | 5519489 | 100-0601-551.30-10 | 179.92 | Supplies |
| | | | | Total for check: 49233 | | 1,714.10 |

AP Check Register

Check Date: 2/26/2015

| <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> |
|---------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-----------------|--------------------|
| FOX STAMP SIGN & SPECIALTY | 49234 | 2/26/2015 | OE-38240 | 100-0601-551.30-10 | 197.65 | Ink/Signs |
| | | | Total for check: 49234 | | 197.65 | |
| GALE | 49235 | 2/26/2015 | 54273609 | 100-0601-551.30-14 | 38.92 | Library Materials |
| | | 2/26/2015 | 54367883 | 100-0601-551.30-14 | 14.39 | Library Materials |
| | | 2/26/2015 | 54485291 | 100-0601-551.30-14 | 29.59 | Library Materials |
| | | 2/26/2015 | 54485415 | 100-0601-551.30-14 | 26.39 | Library Materials |
| | | 2/26/2015 | 54485747 | 100-0601-551.30-14 | 27.99 | Library Materials |
| | | 2/26/2015 | 54501640 | 100-0601-551.30-14 | 58.38 | Library Materials |
| | | | Total for check: 49235 | | 195.66 | |
| GREAT LAKES ROOFING CORPORATION | 49236 | 2/26/2015 | A56476 | 100-0601-551.24-03 | 2,351.85 | Roof Repairs |
| | | | Total for check: 49236 | | 2,351.85 | |
| TOM HANNAH | 49237 | 2/26/2015 | HANNAH | 100-0601-551.20-05 | 200.00 | Performance |
| | | | Total for check: 49237 | | 200.00 | |
| KITZ & PFEIL INC | 49238 | 2/26/2015 | 01-07-090021 | 100-0601-551.24-03 | 41.88 | Supplies |
| | | 2/26/2015 | 01-12-140112 | 100-0601-551.24-03 | 8.99 | Supplies |
| | | | Total for check: 49238 | | 50.87 | |
| RON LINDBERGH | 49239 | 2/26/2015 | LINDBERGH | 100-0601-551.20-05 | 250.00 | Performance |
| | | | Total for check: 49239 | | 250.00 | |
| MADER NEWS AGENCY INC | 49240 | 2/26/2015 | 43102 | 100-0601-551.30-14 | 126.12 | Subscriptions |
| | | | Total for check: 49240 | | 126.12 | |

AP Check Register
Check Date: 2/26/2015

Date: 3/3/2015

| <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> |
|-------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-----------------|--------------------|
| MENARDS-APPLETON EAST | 49241 | 2/26/2015 | 65760 | 100-0601-551.24-03 | 86.93 | Mother's Room Sink |
| | | | Total for check: 49241 | | 86.93 | |
| MIDWEST TAPE | 49242 | 2/26/2015 | 0092509354 | 100-0601-551.30-14 | 144.91 | Library Materials |
| | | 2/26/2015 | 0092528649 | 100-0601-551.30-14 | 90.93 | Library Materials |
| | | | Total for check: 49242 | | 235.84 | |
| MILWAUKEE MAP SERVICE INC | 49243 | 2/26/2015 | 358756 | 100-0601-551.30-14 | 724.95 | Library Materials |
| | | | Total for check: 49243 | | 724.95 | |
| MINITEX | 49244 | 2/26/2015 | 86930 | 100-0601-551.30-18 | 2,496.00 | Supplies |
| | | | Total for check: 49244 | | 2,496.00 | |
| MODERN BUSINESS MACHINES | 49245 | 2/26/2015 | 26368282 | 100-0601-551.24-04 | 304.76 | Copier Contract |
| | | | Total for check: 49245 | | 304.76 | |
| MOTION PICTURE LICENSING CORP | 49246 | 2/26/2015 | 503941956 | 100-0601-551.32-01 | 177.18 | License |
| | | | Total for check: 49246 | | 177.18 | |
| PENWORTHY COMPANY | 49247 | 2/26/2015 | 0005971-IN | 100-0601-551.30-14 | 2,128.73 | Library Materials |
| | | | Total for check: 49247 | | 2,128.73 | |
| PIGGLY WIGGLY MIDWEST LLC | 49248 | 2/26/2015 | PWM-029576 | 100-0601-551.30-16 | 34.05 | Programs |
| | | | Total for check: 49248 | | 34.05 | |
| RECORDED BOOKS LLC | 49249 | 2/26/2015 | 75061021 | 100-0601-551.30-14 | 134.99 | Library Materials |
| | | 2/26/2015 | 75061039 | 100-0601-551.30-14 | 35.99 | Library Materials |
| | | 2/26/2015 | 75068600 | 100-0601-551.30-14 | 54.00 | Library Materials |

AP Check Register

Check Date: 2/26/2015

| <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... | 49249... | 2/26/2015 | 76081619 | 100-0601-551.30-14 | 285.00 | Library Materials |
| | | | Total for check: 49249 | | 509.98 | |
| RHYME BUSINESS PRODUCTS | 49250 | 2/26/2015 | 65228 | 100-0601-551.30-10 | 77.88 | Supplies |
| | | 2/26/2015 | 65951 | 100-0601-551.30-18 | 16.98 | Supplies |
| | | | Total for check: 49250 | | 94.86 | |
| SERVICEMASTER BUILDING MAINTENANCE | 49251 | 2/26/2015 | 14985 | 100-0601-551.20-01 | 1,425.00 | Janitorial Service |
| | | | Total for check: 49251 | | 1,425.00 | |
| SPORT VIDEOS | 49252 | 2/26/2015 | 5453 | 100-0601-551.30-14 | 56.00 | Library Materials |
| | | | Total for check: 49252 | | 56.00 | |
| SPORTS GRAPHICS | 49253 | 2/26/2015 | 0215-03 | 100-0601-551.30-16 | 85.00 | Scarves |
| | | | Total for check: 49253 | | 85.00 | |
| SYNCB/AMAZON | 49255 | 2/26/2015 | 046110240667 | 100-0601-551.30-14 | (0.03) | Library Materials |
| | | 2/26/2015 | 046111370801 | 100-0601-551.30-14 | 44.88 | Library Materials |
| | | 2/26/2015 | 046111969808 | 100-0601-551.30-14 | 67.96 | Library Materials |
| | | 2/26/2015 | 046114271314 | 100-0601-551.30-14 | 279.38 | Library Materials |
| | | 2/26/2015 | 046118364631 | 100-0601-551.30-14 | 39.99 | Library Materials |
| | | 2/26/2015 | 046119273445 | 100-0601-551.30-14 | 16.97 | Library Materials |
| | | 2/26/2015 | 121830010717 | 100-0601-551.30-14 | 68.97 | Library Materials |
| | | 2/26/2015 | 121831379172 | 100-0601-551.30-14 | 62.12 | Library Materials |
| | | 2/26/2015 | 121832130964 | 100-0601-551.30-14 | 59.70 | Library Materials |
| | | 2/26/2015 | 121832511287 | 100-0601-551.30-14 | 134.82 | Library Materials |
| | | 2/26/2015 | 121837125293 | 100-0601-551.30-14 | 9.43 | Library Materials |
| | | 2/26/2015 | 121838659659 | 100-0601-551.30-14 | 44.97 | Library Materials |
| | | 2/26/2015 | 121839199337 | 100-0601-551.30-14 | 116.79 | Library Materials |
| | | 2/26/2015 | 121839643002 | 100-0601-551.30-14 | 162.87 | Library Materials |
| | | 2/26/2015 | 129600682581 | 100-0601-551.30-14 | 90.56 | Library Materials |

AP Check Register

Check Date: 2/26/2015

| <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> |
|--------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-------------------|------------------------|
| SYNCB/AMAZON... | 49255... | 2/26/2015 | 129603127830 | 100-0601-551.30-14 | 69.30 | Library Materials |
| | | 2/26/2015 | 129604010700 | 100-0601-551.30-14 | 58.37 | Library Materials |
| | | 2/26/2015 | 129606159525 | 100-0601-551.30-14 | 42.94 | Library Materials |
| | | 2/26/2015 | 129608453267 | 100-0601-551.30-14 | 14.99 | Library Materials |
| | | 2/26/2015 | 129608610211 | 100-0601-551.30-14 | 65.41 | Library Materials |
| | | 2/26/2015 | 148252439629 | 100-0601-551.30-14 | 41.97 | Library Materials |
| | | 2/26/2015 | 241080866757 | 100-0601-551.30-14 | 38.97 | Library Materials |
| | | 2/26/2015 | 241082081369 | 100-0601-551.30-14 | 298.56 | Library Materials |
| | | 2/26/2015 | 241082894237 | 100-0601-551.30-14 | 241.26 | Library Materials |
| | | 2/26/2015 | 241083858662 | 100-0601-551.30-14 | 38.97 | Library Materials |
| | | 2/26/2015 | 241086493494 | 100-0601-551.30-14 | 9.99 | Library Materials |
| | | 2/26/2015 | 241087867019 | 100-0601-551.30-14 | 40.32 | Library Materials |
| | | 2/26/2015 | 241087887754 | 100-0601-551.30-14 | 65.13 | Library Materials |
| | | 2/26/2015 | 241088321259 | 100-0601-551.30-14 | 54.84 | Library Materials |
| | 2/26/2015 | 254940985173 | 100-0601-551.30-14 | 33.97 | Library Materials | |
| | | | Total for check: 49255 | | 2,314.37 | |
| UNIQUE BOOKS INC | 49256 | 2/26/2015 | 363394.3 | 100-0601-551.30-14 | 18.90 | Library Materials |
| | | | Total for check: 49256 | | 18.90 | |
| UNIQUE MANAGEMENT SERVICES INC | 49257 | 2/26/2015 | 301134 | 100-0000-441.19-00 | 295.35 | Collection Agency Fees |
| | | | Total for check: 49257 | | 295.35 | |
| US BANK EQUIPMENT FINANCE | 49258 | 2/26/2015 | 271826885 | 100-0601-551.24-04 | 142.03 | Copier Contract |
| | | | Total for check: 49258 | | 142.03 | |
| ELIZABETH VORPAHL | 49259 | 2/26/2015 | VORPAHL | 100-0601-551.20-05 | 100.00 | Performance |
| | | | Total for check: 49259 | | 100.00 | |

AP Check Register
Check Date: 2/26/2015

| <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> |
|-----------------------------------|---------------------|-------------------|-------------------------------|-----------------------|------------------|----------------------|
| WINNEFOX AUTOMATED LIBRARY SYSTEM | 49260 | 2/26/2015 | 2605 | 100-0601-551.30-11 | 121.71 | Hold/overdue Notices |
| | | | Total for check: 49260 | | <u>121.71</u> | |
| | | | | | <u>33,074.32</u> | |

AP Check Register

Check Date: 3/5/2015

| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> |
|--------------------------------|---------------------|-------------------|-------------------------------|-------------------------------|---------------|----------------------------------|
| ACCURATE | 49261 | 3/5/2015 | 1501244 | 731-1022-541.38-03 | 393.34 | Camera |
| | | 3/5/2015 | 1501877 | 731-1022-541.30-18 | 35.59 | Drill |
| | | 3/5/2015 | 1501923 | 731-1022-541.30-18 | 49.55 | Rivet Gun Kit |
| | | 3/5/2015 | 1501929 | 731-1022-541.30-18 | 227.05 | Drills/Tube/Nylon |
| | | 3/5/2015 | 1502130 | 731-1022-541.38-03 | 104.83 | Bolt/Locknut |
| | | 3/5/2015 | 1502141 | 731-1022-541.38-03 | 34.65 | Bolt |
| | | | | Total for check: 49261 | | 845.01 |
| ALL-SPORT TROPHY | 49262 | 3/5/2015 | 49269 | 100-0702-552.30-18 | 40.50 | Winter Gala |
| | | | Total for check: 49262 | | 40.50 | |
| THOMAS ALMENDAREZ | 49263 | 3/5/2015 | ALMENDAREZ | 100-0000-441.13-00 | 81.84 | Refuse Cart Refund |
| | | | Total for check: 49263 | | 81.84 | |
| CITY OF APPLETON | 49264 | 3/5/2015 | 223683 | 100-0918-531.21-06 | 500.00 | Preparedness Agreement |
| | | | Total for check: 49264 | | 500.00 | |
| BAHCALL RUBBER CO INC | 49265 | 3/5/2015 | 687325-001 | 731-1022-541.38-03 | 108.00 | Fastener, Rivets Hinge Pin |
| | | | Total for check: 49265 | | 108.00 | |
| BECK ELECTRIC INC | 49266 | 3/5/2015 | F2715-COM-ED-1 | 100-1008-541.24-04 | 544.00 | Traffic Light Oneida & Manitowoc |
| | | | Total for check: 49266 | | 544.00 | |
| BERGSTROM | 49267 | 3/5/2015 | 34527 | 731-1022-541.38-03 | 53.83 | Sensor |
| | | | Total for check: 49267 | | 53.83 | |
| CALUMET COUNTY CLERK OF COURTS | 49268 | 3/5/2015 | CALUMET | 100-0000-201.03-00 | 150.00 | Bond Report #MP15-0571 |
| | | | Total for check: 49268 | | 150.00 | |

AP Check Register

Check Date: 3/5/2015

| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> |
|------------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-----------------|---------------------|
| CASPERS TRUCK EQUIPMENT INC | 49269 | 3/5/2015 | 0005711-IN | 731-1022-541.38-03 | 187.96 | LED Minibar |
| | | | Total for check: 49269 | | 187.96 | |
| EMMONS BUSINESS INTERIORS | 49270 | 3/5/2015 | 111174 | 731-1022-541.24-01 | 1,107.72 | Office Chairs |
| | | | Total for check: 49270 | | 1,107.72 | |
| FACTORY MOTOR PARTS CO | 49271 | 3/5/2015 | 18-1385764 | 731-1022-541.30-18 | 47.76 | Cleaner |
| | | | Total for check: 49271 | | 47.76 | |
| FASTSIGNS OF APPLETON | 49272 | 3/5/2015 | A84524 | 100-0801-521.29-05 | 190.00 | Dry Erase Board |
| | | | Total for check: 49272 | | 190.00 | |
| FERGUSON ENTERPRISES #448 | 49273 | 3/5/2015 | 2148758 | 731-1022-541.24-03 | 425.77 | Tube/Coup/Hgr/Brush |
| | | 3/5/2015 | 2151963 | 731-1022-541.30-18 | 7.76 | Clamp |
| | | | Total for check: 49273 | | 433.53 | |
| FOX VALLEY TECHNICAL COLLEGE | 49274 | 3/5/2015 | TPB0000255577/ | 100-0801-521.34-02 | 1,515.00 | Classes |
| | | | Total for check: 49274 | | 1,515.00 | |
| FOX-WISCONSIN HERITAGE PARKWAY INC | 49275 | 3/5/2015 | 15-18 | 100-0304-562.21-10 | 2,000.00 | Donation |
| | | | Total for check: 49275 | | 2,000.00 | |
| GUNDERSON CLEANERS | 49276 | 3/5/2015 | 244850 | 100-0801-521.30-13 | 34.66 | Mats/Towels |
| | | | Total for check: 49276 | | 34.66 | |
| GUSTMAN CHEVROLET SALES INC | 49277 | 3/5/2015 | 35034 | 731-1022-541.38-03 | 51.86 | Resistor/Connector |
| | | | Total for check: 49277 | | 51.86 | |

AP Check Register
Check Date: 3/5/2015

Date: 3/6/2015

| <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> |
|-----------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-----------------|--|
| INFINITY TECHNOLOGY INC | 49278 | 3/5/2015 | AAAQ8684 | 743-0403-513.24-04 | 99.16 | ESet & Cisco Smartnet License Renewals |
| | | | Total for check: 49278 | | 99.16 | |
| INSTY-PRINTS | 49279 | 3/5/2015 | 36454 | 100-0203-512.30-18 | 59.24 | Business Cards |
| | | | | 100-0101-511.29-01 | 59.24 | Business Cards |
| | | | Total for check: 49279 | | 118.48 | |
| JX ENTERPRISES INC | 49280 | 3/5/2015 | G-250070016 | 731-1022-541.38-03 | 43.88 | Sender-Temperature |
| | | 3/5/2015 | G-250080026 | 731-1022-541.38-03 | 122.49 | Filter |
| | | 3/5/2015 | G-250120007 | 731-1022-541.38-03 | 19.24 | Resistor |
| | | | Total for check: 49280 | | 185.61 | |
| KONICEK ENVIRONMENTAL CONSULTANTS | 49281 | 3/5/2015 | 3272 | 100-0000-122.03-00 | 139.60 | 87 Racine Street |
| | | 3/5/2015 | 3273 | 100-0000-122.03-00 | 500.00 | 98 Racine Street |
| | | 3/5/2015 | 3280 | 100-0000-122.03-00 | 461.50 | 87 Racine Street |
| | | 3/5/2015 | 3281 | 100-0000-122.03-00 | 1,363.85 | 87 Racine Street |
| | | | Total for check: 49281 | | 2,464.95 | |
| L&S TRUCK CENTER | 49282 | 3/5/2015 | 261977 | 731-1022-541.29-04 | 31.52 | Recall/Recalibration |
| | | | Total for check: 49282 | | 31.52 | |
| MCNEILUS TRUCK & MFG COMPANY | 49283 | 3/5/2015 | 2779927 | 731-1022-541.38-03 | 60.05 | Bushing/Pin |
| | | | Total for check: 49283 | | 60.05 | |
| MENARDS-APPLETON EAST | 49284 | 3/5/2015 | 66441 | 100-0920-531.82-01 | 63.61 | Senior Center |
| | | 3/5/2015 | 66705 | 100-1008-541.30-18 | 166.85 | Caulk/Cleaner/Tape |
| | | | Total for check: 49284 | | 230.46 | |

AP Check Register

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| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> |
|------------------------------------|---------------------|-------------------|-------------------------------|-----------------------|------------------|------------------------------------|
| MENASHA UTILITIES | 49285 | 3/5/2015 | MENASHAUTILITY | 601-1020-543.22-03 | 111.89 | DePere & 12th 3273840-10 |
| | | | Total for check: 49285 | | 111.89 | |
| MTAW | 49286 | 3/5/2015 | MTAW | 100-0401-513.32-01 | 50.00 | Membership Dues |
| | | | Total for check: 49286 | | 50.00 | |
| N&M AUTO SUPPLY | 49287 | 3/5/2015 | 512719 | 731-1022-541.38-03 | 84.17 | Blower Motor |
| | | 3/5/2015 | 513001 | 731-1022-541.38-03 | 5.04 | Oil Filter |
| | | 3/5/2015 | 513002 | 731-1022-541.30-15 | 13.97 | Tray |
| | | 3/5/2015 | 513381 | 731-1022-541.38-03 | 5.16 | Oil Filter |
| | | | | 731-1022-541.30-18 | 45.04 | Cartridge |
| | | 3/5/2015 | 513396 | 731-1022-541.38-03 | 61.72 | Cable |
| | | 3/5/2015 | 513411 | 731-1022-541.38-03 | 65.24 | Cable Connector |
| | | 3/5/2015 | 513495 | 731-1022-541.30-18 | 41.85 | Drill Press Spray |
| | | 3/5/2015 | 513536 | 731-1022-541.38-03 | 65.24 | Cable Connector |
| | | 3/5/2015 | 513537 | 731-1022-541.38-03 | 5.90 | Clamps |
| | | 3/5/2015 | 514097 | 731-1022-541.38-03 | 20.28 | Lube Filter |
| | | 3/5/2015 | 514105 | 731-1022-541.30-18 | 18.90 | Brake Fluid |
| | | | Total for check: 49287 | | 432.51 | |
| NEENAH-MENASHA SEWERAGE COMMISSION | 49288 | 3/5/2015 | 2015-030 | 601-1021-543.25-01 | 44,934.63 | March 2015 Wastewater |
| | | 3/5/2015 | 2015-036 | 601-1021-543.25-01 | 18,170.00 | March 2015 Interest & Debt Charges |
| | | | Total for check: 49288 | | 63,104.63 | |
| NEWMAN TRAFFIC SIGNS | 49289 | 3/5/2015 | TI-0282749 | 100-1008-541.30-18 | 1,575.00 | Sheeting |
| | | | Total for check: 49289 | | 1,575.00 | |
| ZEFF ONEY | 49290 | 3/5/2015 | ONEY | 100-0000-441.13-00 | 47.00 | Refuse Cart Refund |
| | | | Total for check: 49290 | | 47.00 | |

AP Check Register
Check Date: 3/5/2015

Date: 3/6/2015

| <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> |
|-------------------------------|---------------------|-------------------|-------------------------------|-----------------------|------------------|---------------------------------|
| ORBIT SCREENS INC | 49291 | 3/5/2015 | 2580 | 731-1022-541.38-03 | 142.80 | Drawbar Spring |
| | | | Total for check: 49291 | | 142.80 | |
| PACKER CITY INTL TRUCKS INC | 49292 | 3/5/2015 | X103009079:01 | 731-1022-541.38-03 | 314.05 | Valve Brk Control |
| | | 3/5/2015 | X103009136:01 | 731-1022-541.38-03 | 21.58 | Breather Trans |
| | | | Total for check: 49292 | | 335.63 | |
| PERSONNEL EVALUATION INC | 49293 | 3/5/2015 | 12447 | 100-0801-521.21-06 | 20.00 | PEP Billing |
| | | | Total for check: 49293 | | 20.00 | |
| PJC GROUP LLC | 49294 | 3/5/2015 | PJCGROUP | 489-0305-562.73-01 | 16,230.35 | TIF #11 Developer Part |
| | | | Total for check: 49294 | | 16,230.35 | |
| PM SUPPLY - WRIGHT INDUSTRIAL | 49295 | 3/5/2015 | 53843 | 100-0000-132.00-00 | 59.70 | Scotch Guard |
| | | | Total for check: 49295 | | 59.70 | |
| POMP'S TIRE SERVICE INC | 49296 | 3/5/2015 | 320027372 | 731-1022-541.38-02 | 165.00 | Pressure Valve |
| | | 3/5/2015 | 320027430 | 731-1022-541.38-02 | 450.35 | Tires |
| | | | Total for check: 49296 | | 615.35 | |
| REDI-WELDING CO | 49297 | 3/5/2015 | 14815 | 100-1016-543.30-15 | 1,185.05 | Dumpster Pockets Drill Press |
| | | | | 731-1022-541.30-15 | 150.00 | Dumpster Pockets Drill Press |
| | | | | 731-1022-541.38-03 | 1,105.32 | Dumpster Pockets Drill Press |
| | | | | 100-1006-541.30-15 | 352.00 | Dumpster Pockets Drill Press |
| | | | Total for check: 49297 | | 2,792.37 | |
| REINDERS INC | 49298 | 3/5/2015 | 1569204-00 | 731-1022-541.38-03 | 17.86 | Link-Lever, Valve |
| | | | Total for check: 49298 | | 17.86 | |

AP Check Register

Check Date: 3/5/2015

| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> |
|-------------------------------|-------------------------------|-------------------|-------------------------------|-----------------------|---------------|------------------------|
| ROAD EQUIPMENT | 49299 | 3/5/2015 | WA589569 | 731-1022-541.38-03 | 158.27 | Jack |
| | | 3/5/2015 | WA589583 | 731-1022-541.38-03 | 7.77 | Crank Handle |
| | Total for check: 49299 | | | | 166.04 | |
| GLORIA SCHNEIDER | 49300 | 3/5/2015 | SCHNEIDER | 100-0000-441.23-00 | 80.71 | Event Cancelled |
| | | | | 100-0000-201.08-00 | 4.29 | Event Cancelled |
| | Total for check: 49300 | | | | 85.00 | |
| J A SEXAUER | 49301 | 3/5/2015 | 317637171 | 731-1022-541.24-03 | (8.00) | Credit |
| | | 3/5/2015 | 329546915 | 100-0920-531.24-03 | 33.50 | Lock Codes |
| | Total for check: 49301 | | | | 25.50 | |
| SPEEDY METALS LLC | 49302 | 3/5/2015 | 4128047-AP | 731-1022-541.38-03 | 45.18 | Steel Tubes |
| | | | Total for check: 49302 | | | |
| STAPLES ADVANTAGE | 49303 | 3/5/2015 | 3256860267 | 100-1001-514.30-10 | 598.50 | Copy Paper |
| | | | | 100-0401-513.30-10 | 57.27 | Office Supplies |
| | 3/5/2015 | 3256860278 | 731-1022-541.30-10 | 70.48 | Time Sheets | Time Clock |
| | 3/5/2015 | 3256860279 | 731-1022-541.30-10 | 15.49 | Time Sheets | |
| Total for check: 49303 | | | | 741.74 | | |
| TARGET RANGE LLC | 49304 | 3/5/2015 | TARGETRANGE | 100-0702-552.30-18 | 700.00 | 7 Bows/Archery Program |
| | | | Total for check: 49304 | | | |
| TESCH CHEMICAL CO INC | 49305 | 3/5/2015 | 1946 | 100-0000-132.00-00 | 51.50 | Machine Pad |
| | | | Total for check: 49305 | | | |

AP Check Register

Check Date: 3/5/2015

| Vendor Name | Check Number | Check Date | Invoice Number | Account Number | Amount | Description |
|--------------------------|--------------|------------|-------------------------------|--------------------|-------------------|-----------------------|
| TRUCK EQUIPMENT INC | 49306 | 3/5/2015 | 616528-00 | 731-1022-541.38-03 | 95.00 | Winter Front Chev |
| | | | Total for check: 49306 | | 95.00 | |
| UNIFIRST CORPORATION | 49307 | 3/5/2015 | 097 0182080 | 731-1022-541.20-01 | 115.53 | Coveralls/Shirts/Mops |
| | | | Total for check: 49307 | | 115.53 | |
| UNITED PAPER CORPORATION | 49308 | 3/5/2015 | 87679 | 100-0801-521.30-18 | 270.03 | Emergency Blanket |
| | | | Total for check: 49308 | | 270.03 | |
| US LUBRICANTS | 49309 | 3/5/2015 | 50046727 | 731-1022-541.38-03 | 2,866.12 | Thrive Bulk |
| | | | Total for check: 49309 | | 2,866.12 | |
| WCA GROUP HEALTH TRUST | 49310 | 3/5/2015 | WCA | 100-0000-204.08-00 | 119,558.00 | Employees |
| | | | | 100-0000-204.11-00 | 3,595.00 | Bank Sick Retirees |
| | | | Total for check: 49310 | | 123,153.00 | |
| WE ENERGIES | 49311 | 3/5/2015 | WEENERGIES | 100-0703-553.22-04 | 9.57 | Barker Farm Gas |
| | | | | 100-0000-123.00-00 | 927.59 | Bill N-M Fire |
| | | | | 100-1001-514.22-04 | 1,010.07 | City Hall |
| | | | | 100-0801-521.22-04 | 1,280.95 | PD |
| | | | | 100-0920-531.22-04 | 924.22 | Senior Center |
| | | | | 100-0601-551.22-04 | 2,722.61 | Library |
| | | | | 100-0703-553.22-04 | 797.08 | Parks |
| | | | | 100-0704-552.22-04 | 304.80 | Pool |
| | | | | 207-0707-552.22-04 | 58.55 | Marina |
| | | | | 731-1022-541.22-04 | 5,870.39 | Garage |
| | | | Total for check: 49311 | | 13,905.83 | |

AP Check Register
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| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> |
|-------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-------------------|--------------------|
| WISCONSIN SUPPORT COLLECTIONS | 49312 | 3/5/2015 | 20150305 | 100-0000-202.03-00 | 647.70 | PAYROLL SUMMARY |
| | | | Total for check: 49312 | | 647.70 | |
| ZEP SALES & SERVICE | 49313 | 3/5/2015 | 9001466022 | 731-1022-541.30-18 | 262.70 | Aero |
| | | | Total for check: 49313 | | 262.70 | |
| | | | | | 239,747.86 | |

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| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> |
|---------------------------|-------------------------------|-------------------|-----------------------|-----------------------|------------------|--------------------------------|
| ACCURATE | 49314 | 3/12/2015 | 1502101 | 731-1022-541.30-18 | 160.58 | Clips/Washers/Bolts |
| | | 3/12/2015 | 1502182 | 731-1022-541.30-18 | 42.50 | Coupler/Plug |
| | | 3/12/2015 | 1502192 | 731-1022-541.38-03 | 84.33 | Coupler |
| | | 3/12/2015 | 1502304 | 100-1008-541.30-15 | 99.95 | Drill Set |
| | | 3/12/2015 | 1502356 | 731-1022-541.30-18 | 61.41 | Clamp/Fuse/Drill/Tube |
| | Total for check: 49314 | | | | 448.77 | |
| AIRGAS USA LLC | 49315 | 3/12/2015 | 9036437395 | 731-1022-541.30-18 | 66.10 | Oxygen |
| | Total for check: 49315 | | | | 66.10 | |
| CITY OF APPLETON | 49316 | 3/12/2015 | 223811 | 100-0302-542.25-01 | 13,952.00 | January 2015 Transit Services |
| | | 3/12/2015 | 223812 | 100-0302-542.25-01 | 13,952.00 | February 2015 Transit Services |
| | Total for check: 49316 | | | | 27,904.00 | |
| ARING EQUIPMENT EXCHANGE | 49317 | 3/12/2015 | 707609 | 731-1022-541.38-03 | 332.16 | Hose |
| | Total for check: 49317 | | | | 332.16 | |
| BECK ELECTRIC INC | 49318 | 3/12/2015 | MAR615-COM-ED-2 | 100-1008-541.24-04 | 442.74 | Traffic Light |
| | Total for check: 49318 | | | | 442.74 | |
| BLUE PRINT SERVICE CO INC | 49319 | 3/12/2015 | 77178 | 100-1002-541.80-05 | 3,195.00 | Canon Service |
| | | | | 625-1002-541.80-05 | 1,065.00 | Canon Service |
| | | | | 100-0304-562.30-12 | 2,130.00 | Canon Service |
| | Total for check: 49319 | | | | 6,390.00 | |
| BMO HARRIS BANK NA | 49320 | 3/12/2015 | 4048101 | 100-0202-512.21-06 | 260.00 | Monthly Fee |
| | Total for check: 49320 | | | | 260.00 | |

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| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> |
|-------------------------------------|---------------------|-------------------|-------------------------------|-----------------------|---------------|------------------------------|
| BOMSKI CONSTRUCTION, JACK | 49321 | 3/12/2015 | BOMSKI | 263-0306-562.70-01 | 525.00 | Project |
| | | | Total for check: 49321 | | 525.00 | |
| CDW GOVERNMENT INC | 49322 | 3/12/2015 | SP86504 | 743-0403-513.30-10 | 31.84 | DVD-R's & Labels |
| | | | Total for check: 49322 | | 31.84 | |
| BRAD CHANDLER | 49323 | 3/12/2015 | CHANDLER | 100-0000-441.23-00 | 18.56 | Event Cancellation |
| | | | | 100-0000-201.08-00 | 1.44 | Event Cancellation |
| | | | Total for check: 49323 | | 20.00 | |
| ENVIROTECH | 49324 | 3/12/2015 | 021315-3A | 601-1020-543.24-04 | 392.00 | Repair Seeker Unit |
| | | | Total for check: 49324 | | 392.00 | |
| EVANS TITLE COMPANIES | 49325 | 3/12/2015 | 925-650205162 | 100-0000-123.00-00 | 45.00 | Raze Order 609 Racine Street |
| | | | Total for check: 49325 | | 45.00 | |
| FERGUSON ENTERPRISES #448 | 49326 | 3/12/2015 | 2162446 | 601-1020-543.30-15 | 27.55 | Plug |
| | | | Total for check: 49326 | | 27.55 | |
| FERRELLGAS | 49327 | 3/12/2015 | 1086184938 | 266-1027-543.30-18 | 76.16 | Fuel |
| | | | Total for check: 49327 | | 76.16 | |
| FOX CITIES AREA ROOM TAX COMMISSION | 49328 | 3/12/2015 | FOXCITIESAREARO | 100-0415-513.20-11 | 221.46 | Room Tax 2013 |
| | | | | 100-0415-513.20-11 | 434.98 | Room Tax 204 |
| | | | Total for check: 49328 | | 656.44 | |
| FOX CITIES GREATER APPLETON WI | 49329 | 3/12/2015 | FOXCITIESGREATE | 100-0415-513.20-11 | 315.57 | 2013 Room Tax |

AP Check Register

Check Date: 3/12/2015

| Vendor Name | Check Number | Check Date | Invoice Number | Account Number | Amount | Description |
|-----------------------------------|--------------|--------------|-------------------------------|--------------------|-----------------|---------------------------|
| FOX CITIES GREATER APPLETON WI... | 49329... | 3/12/2015... | FOXCITIESGREATE... | 100-0415-513.20-11 | 619.85 | 2014 Room Tax |
| | | | Total for check: 49329 | | 935.42 | |
| GANNETT WISCONSIN MEDIA | 49330 | 3/12/2015 | 0008749427 | 100-0405-513.29-02 | 747.35 | Legals |
| | | | | 100-0204-512.29-02 | 856.83 | Election Notices |
| | | | | 100-0203-512.29-02 | 98.71 | Liquor License Notices |
| | | | | 100-0202-512.29-03 | 150.00 | Legals |
| | | | Total for check: 49330 | | 1,852.89 | |
| GUSTMAN CHEVROLET SALES INC | 49331 | 3/12/2015 | 167408 | 731-1022-541.29-04 | 360.00 | Truck Repair |
| | | 3/12/2015 | 35072 | 731-1022-541.38-03 | 146.24 | Relay |
| | | 3/12/2015 | 35102 | 731-1022-541.38-03 | 132.62 | Motor/Resistor |
| | | | Total for check: 49331 | | 638.86 | |
| H&K WOODS INC | 49332 | 3/12/2015 | 186 | 100-0703-553.30-18 | 85.80 | Ash Wood |
| | | | Total for check: 49332 | | 85.80 | |
| INFINITY TECHNOLOGY INC | 49333 | 3/12/2015 | 510118 | 743-0403-513.80-01 | 745.00 | Server Project Components |
| | | | Total for check: 49333 | | 745.00 | |
| KITZ & PFEIL INC | 49336 | 3/12/2015 | 012103-0008 | 731-1022-541.38-03 | 1,307.20 | Engine |
| | | 3/12/2015 | 012114-0002 | 731-1022-541.30-18 | 17.24 | Welding Helmet Batteries |
| | | 3/12/2015 | 012114-0008 | 100-0703-553.30-18 | 25.61 | Acid/Coupling/Bits |
| | | 3/12/2015 | 012214-0005 | 100-0703-553.24-03 | 8.80 | Drill Bits |
| | | 3/12/2015 | 012214-0025 | 100-0704-552.24-04 | 2.32 | Corner Iron |
| | | 3/12/2015 | 012314-0019 | 100-0703-553.30-18 | 5.47 | Drill Bits |
| | | 3/12/2015 | 012614-0072 | 100-0703-553.30-18 | 19.78 | Bulbs Hardware Misc |
| | | 3/12/2015 | 012614-0077 | 100-0703-553.30-18 | 5.50 | Hardware Misc |
| | | 3/12/2015 | 012614-0091 | 100-1003-541.30-18 | 20.72 | Hardware Misc |
| | | 3/12/2015 | 012709-0008 | 100-0801-521.29-04 | 14.94 | Deicer |
| | | 3/12/2015 | 012714-0028 | 100-1001-514.30-15 | 14.38 | Dust Pan/Ket Set |

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| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> | |
|---------------------|----------------------|-------------------|-----------------------|-------------------------------|--------------------|-----------------------------|-----------|
| KITZ & PFEIL INC... | 49336... | 3/12/2015 | 012714-0058 | 601-1020-543.24-04 | 0.45 | Hardware Misc | |
| | | 3/12/2015 | 012809-0002 | 100-0703-553.30-18 | 7.44 | Hardware Misc Socket | |
| | | 3/12/2015 | 012814-0013 | 100-0601-551.24-03 | 1.61 | Coupling | |
| | | 3/12/2015 | 012814-0025 | 100-0703-553.30-18 | 19.40 | Shackle/Snap | |
| | | 3/12/2015 | 012914-0125 | 100-1002-541.30-18 | 10.12 | Battery | |
| | | | | 625-1002-541.30-18 | 3.37 | Battery | |
| | | 3/12/2015 | 020214-0010 | 731-1022-541.38-03 | 1.00 | Hardware Misc | |
| | | 3/12/2015 | 020414-0072 | 100-1006-541.30-18 | 18.25 | Valve/Adapter | |
| | | 3/12/2015 | 020614-0011 | 100-1016-543.30-15 | 6.29 | Pin Punch | |
| | | 3/12/2015 | 020909-0010 | 100-1008-541.30-15 | 6.82 | Hex Key | |
| | | 3/12/2015 | 020914-0035 | 100-1002-541.30-18 | 22.94 | Sledge Hammer | |
| | | | | 625-1002-541.30-18 | 7.65 | Sledge Hammer | |
| | | 3/12/2015 | 021014-0070 | 100-1006-541.30-18 | (14.58) | Valve/Coupling | |
| | | 3/12/2015 | 021114-0034 | 100-0920-531.24-03 | 1.49 | Hardware Misc | |
| | | 3/12/2015 | 021114-0091 | 731-1022-541.30-18 | 7.90 | Bits | |
| | | 3/12/2015 | 021214-0001 | 731-1022-541.30-18 | 0.80 | Hardware Misc | |
| | | 3/12/2015 | 021214-0038 | 100-0704-552.24-03 | 8.49 | Bits Hardware Misc | |
| | | 3/12/2015 | 021214-0052 | 731-1022-541.30-13 | 4.94 | Plugs | |
| | | 3/12/2015 | 021614-0031 | 100-0903-531.30-13 | 13.99 | Battery | |
| | | 3/12/2015 | 021703-0002 | 100-0703-553.30-18 | 43.98 | Bar Oil | |
| | | 3/12/2015 | 021809-0013 | 731-1022-541.30-18 | 3.20 | Hardware Misc | |
| | | 3/12/2015 | 022009-0002 | 100-0920-531.24-03 | 26.07 | Sand Sheet/Sander Spackling | |
| | | 3/12/2015 | 022014-0028 | 100-0703-553.30-18 | 17.04 | Hardware Misc | |
| | | | | Total for check: 49336 | | 1,660.62 | |
| | KJ WASTE SYSTEMS INC | 49337 | 3/12/2015 | KJWASTE | 266-1027-543.21-06 | 650.00 | Cardboard |
| | | | | Total for check: 49337 | | 650.00 | |
| LEGACY DISTRIBUTION | 49338 | 3/12/2015 | 4033 | 100-0703-553.30-18 | 80.00 | Safety Vests | |
| | | | | 100-1003-541.30-18 | 160.00 | Safety Vests | |
| | | | | 266-1027-543.30-18 | 20.00 | Safety Vests | |
| | | | | 100-1016-543.30-18 | 80.00 | Safety Vests | |
| | | | | 601-1020-543.30-18 | 40.00 | Safety Vests | |

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Date: 3/12/2015

| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> |
|-----------------------------------|---------------------|-------------------|-----------------------|-------------------------------|-----------------|--------------------------|
| LEGACY DISTRIBUTION... | 49338... | 3/12/2015... | 4033... | 100-0706-561.30-18 | 20.00 | Safety Vests |
| | | | | 731-1022-541.30-18 | 340.00 | Safety Vests |
| | | | | 266-1028-543.30-18 | 60.00 | Safety Vests |
| | | | | 100-1008-541.30-18 | 40.00 | Safety Vests |
| | | | | Total for check: 49338 | 840.00 | |
| MCMAHON | 49339 | 3/12/2015 | 41880 | 625-1010-541.21-02 | 7,641.25 | UNPS Stormwater Planning |
| | | | | Total for check: 49339 | 7,641.25 | |
| MEDICAL PRODUCTS LABORATORIES INC | 49340 | 3/12/2015 | 564589 | 100-0909-531.30-18 | 916.34 | Varnish America |
| | | | | Total for check: 49340 | 916.34 | |
| MENASHA NEENAH MUNICIPAL COURT | 49341 | 3/12/2015 | MENASHANEENAH | 100-0000-201.03-00 | 174.00 | Bond Report #MP15-000058 |
| | | | | 100-0000-201.03-00 | 124.00 | Bond Report #15-0032 |
| | | | | 100-0000-201.03-00 | 174.00 | Bond Report #15-97 |
| | | | | Total for check: 49341 | 472.00 | |
| POSTMASTER | 49342 | 3/12/2015 | MENASHAPOST | 100-0204-512.30-11 | 98.00 | Stamps |
| | | | | Total for check: 49342 | 98.00 | |
| POSTMASTER | 49343 | 3/12/2015 | PWF | 266-1027-543.30-11 | 49.00 | Stamps |
| | | | | 266-1028-543.30-11 | 49.00 | Stamps |
| | | | | Total for check: 49343 | 98.00 | |
| MENASHA UTILITIES | 49344 | 3/12/2015 | MENASHAUTILITY | 100-1008-541.22-03 | 213.87 | Electric |
| | | | | 100-0703-553.22-03 | 571.72 | Electric |
| | | | | 100-0703-553.22-05 | 205.24 | Water |
| | | | | 100-0703-553.22-06 | 132.51 | Storm |
| | | | | 100-0903-531.22-03 | 163.42 | Electric |
| | | | | 100-0903-531.22-05 | 45.42 | Water |

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| Vendor Name | Check Number | Check Date | Invoice Number | Account Number | Amount | Description |
|----------------------------------|--------------|--------------|-------------------------------|-------------------------------|-----------|--------------------------|
| MENASHA UTILITIES... | 49344... | 3/12/2015... | MENASHAUTILITY... | 100-0000-123.00-00 | 8.02 | Electric |
| | | | | 100-0305-562.22-06 | 7.50 | Storm |
| | | | | 601-1020-543.22-03 | 60.27 | Electric |
| | | | | 100-1012-541.22-03 | 17,086.20 | February Street Lighting |
| | | | | Total for check: 49344 | | |
| TOWN OF MENASHA UTILITY DISTRICT | 49345 | 3/12/2015 | 2143 | 100-0703-553.22-05 | 76.80 | 1200 Geneva Road |
| | | | 2144 | 100-0703-553.22-05 | 9.60 | Unassigned Address |
| | | | Total for check: 49345 | | | |
| MINNESOTA LIFE INSURANCE COMPANY | 49346 | 3/12/2015 | MINNESOTALIFE | 100-0000-204.07-00 | 2,669.46 | Group Life Plan |
| Total for check: 49346 | | | | 2,669.46 | | |
| N&M AUTO SUPPLY | 49347 | 3/12/2015 | 514887 | 731-1022-541.38-03 | 145.40 | Brake Shoes/Drum |
| | | | 514945 | 731-1022-541.38-03 | 19.24 | Adapter |
| | | | 515183 | 731-1022-541.38-03 | 2.97 | Plug |
| | | | Total for check: 49347 | | | |
| NEWMAN TRAFFIC SIGNS | 49348 | 3/12/2015 | TI-0282963 | 100-1008-541.30-18 | 2,749.36 | Blank/Brackets |
| Total for check: 49348 | | | | 2,749.36 | | |
| RAY O'HERRON CO INC | 49349 | 3/12/2015 | 1508428-IN | 100-0801-521.30-15 | 4,244.80 | 45 Auto/9MM Nato 223 Rem |
| Total for check: 49349 | | | | 4,244.80 | | |
| OUTAGAMIE COUNTY | 49350 | 3/12/2015 | 104385 | 100-0805-521.25-01 | 495.00 | January Lodging |
| Total for check: 49350 | | | | 495.00 | | |
| PACKER CITY INTL TRUCKS INC | 49351 | 3/12/2015 | X103009632:01 | 731-1022-541.38-03 | 98.75 | Transmitter Sensor |
| | | | X103009686:01 | 731-1022-541.38-03 | 71.89 | Filters |
| | | | X103009686:02 | 731-1022-541.38-03 | 17.25 | Filter |

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| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> |
|------------------------------------|---------------------|-------------------|-------------------------------|-----------------------|-----------------|---------------------------------|
| PACKER CITY INTL TRUCKS INC... | 49351... | 3/12/2015 | X103009873:01 | 731-1022-541.38-03 | 35.28 | Seal/Gasket Hub Cap |
| | | | Total for check: 49351 | | 223.17 | |
| PITNEY BOWES INC | 49352 | 3/12/2015 | 468180 | 100-1001-514.30-10 | 183.57 | Red Ink |
| | | | Total for check: 49352 | | 183.57 | |
| POMP'S TIRE SERVICE INC | 49353 | 3/12/2015 | 320027677 | 731-1022-541.38-02 | 964.00 | Tires/Repair |
| | | | Total for check: 49353 | | 964.00 | |
| ROLAND MACHINERY EXCHANGE | 49354 | 3/12/2015 | 41021450 | 731-1022-541.38-03 | 69.80 | Keeper Pin |
| | | | Total for check: 49354 | | 69.80 | |
| ROSS IMAGING LLC | 49355 | 3/12/2015 | 175192 | 743-0403-513.29-01 | 2,024.00 | Annual Copier Agreement |
| | | | Total for check: 49355 | | 2,024.00 | |
| SERVICEMASTER BUILDING MAINTENANCE | 49356 | 3/12/2015 | 15397 | 100-0801-521.20-01 | 50.00 | Janitorial Service Garage |
| | | 3/12/2015 | 15410 | 100-0801-521.20-01 | 1,460.00 | Janitorial Service |
| | | | Total for check: 49356 | | 1,510.00 | |
| J A SEXAUER | 49357 | 3/12/2015 | 330117177 | 100-0920-531.82-01 | 316.98 | Push Button Lock Sr Center |
| | | 3/12/2015 | 330288069 | 100-0903-531.24-03 | 336.45 | Push Button Lock Coded Lock Set |
| | | | Total for check: 49357 | | 653.43 | |
| SHERWIN WILLIAMS CO | 49358 | 3/12/2015 | 3843-9 | 100-0920-531.24-03 | 12.83 | 2.5" Purdy XL Dale |
| | | 3/12/2015 | 3878-5 | 100-0920-531.82-01 | 137.14 | Senior Center Project |
| | | 3/12/2015 | 4037-7 | 100-0920-531.82-01 | 98.91 | Senior Center Project |
| | | 3/12/2015 | 4250-6 | 100-0920-531.24-03 | 65.94 | Paint |

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| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> |
|------------------------|---------------------|-------------------|-------------------------------|-----------------------|-----------------|---------------------------------------|
| SHERWIN WILLIAMS CO... | 49358... | 3/12/2015 | 4301-7 | 100-0920-531.24-03 | 65.94 | Senior Center |
| | | | Total for check: 49358 | | 380.76 | |
| SMILEMAKERS | 49359 | 3/12/2015 | 7423967 | 100-0909-531.30-18 | 78.88 | Stickers |
| | | | Total for check: 49359 | | 78.88 | |
| R A SMITH NATIONAL INC | 49360 | 3/12/2015 | 117170 | 100-0304-562.21-02 | 1,000.00 | Gilbert Waterfront Trail Final Design |
| | | | Total for check: 49360 | | 1,000.00 | |
| STAPLES ADVANTAGE | 49361 | 3/12/2015 | 3257369869 | 100-0801-521.30-10 | 57.48 | Supplies |
| | | 3/12/2015 | 8032999627 | 100-0203-512.30-10 | 75.99 | Supplies |
| | | | | 100-0304-562.30-10 | 155.11 | Supplies |
| | | | | 100-0702-552.30-10 | 162.14 | Supplies |
| | | | | 100-1001-514.30-10 | 30.15 | Supplies |
| | | | | 100-1002-541.30-10 | 26.35 | Supplies |
| | | | | 625-1002-541.30-10 | 8.78 | Supplies |
| | | | Total for check: 49361 | | 516.00 | |
| TAPCO | 49362 | 3/12/2015 | 1480400 | 100-1008-541.30-18 | 4,559.40 | Backplate |
| | | | Total for check: 49362 | | 4,559.40 | |
| TELVENT DTN | 49363 | 3/12/2015 | 4537008 | 743-0403-513.24-04 | 1,608.00 | Weather Sentry Subscript |
| | | | Total for check: 49363 | | 1,608.00 | |
| THEDACARE | 49364 | 3/12/2015 | 9201063904 | 100-0801-521.21-05 | 235.60 | Venipuncture |
| | | | Total for check: 49364 | | 235.60 | |

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| <i>Vendor Name</i> | <i>Check Number</i> | <i>Check Date</i> | <i>Invoice Number</i> | <i>Account Number</i> | <i>Amount</i> | <i>Description</i> |
|----------------------------|---------------------|-------------------|-------------------------------|-----------------------|---------------|--------------------------|
| UNIFIRST CORPORATION | 49365 | 3/12/2015 | 097 0182519 | 731-1022-541.20-01 | 118.41 | Mat/Mop/Clothing Service |
| | | | Total for check: 49365 | | 118.41 | |
| US CELLULAR | 49366 | 3/12/2015 | 0073363837 | 100-0201-512.22-01 | 35.63 | Captain |
| | | | | 100-0202-512.22-01 | 4.40 | Brunn |
| | | | | 100-1019-552.22-01 | 0.50 | Racine Street Bridge |
| | | | | 100-1019-552.22-01 | 0.50 | Tayco Street Bridge |
| | | | | 601-1020-543.22-01 | 0.50 | Confined Space |
| | | | | 100-0801-521.22-01 | 66.49 | PD |
| | | | | 100-0904-531.22-01 | 64.85 | Drew |
| | | | | 100-1002-541.22-01 | 1.05 | Eng |
| | | | | 100-0702-552.22-01 | 45.24 | Tungate |
| | | | | 100-0703-553.22-01 | 70.25 | Parks |
| | | | | 731-1022-541.22-01 | 50.02 | Garage |
| | | | | 100-1008-541.22-01 | 0.50 | Bursack |
| | | | | 601-1020-543.22-01 | 0.50 | Sewer Truck |
| | | | Total for check: 49366 | | 340.43 | |
| US VENTURE | 49367 | 3/12/2015 | L51580 | 731-1022-541.21-06 | 12.00 | Sample |
| | | | Total for check: 49367 | | 12.00 | |
| WE ENERGIES | 49368 | 3/12/2015 | WEENERGIES | 100-0703-553.22-03 | 38.71 | US Hwy 10 & STH 114 |
| | | | | 100-1008-541.22-04 | 287.44 | 455 Baldwin Street |
| | | | Total for check: 49368 | | 326.15 | |
| WINNEBAGO COUNTY TREASURER | 49369 | 3/12/2015 | 6822 | 100-0805-521.25-01 | 154.38 | Warrants |
| | | | Total for check: 49369 | | 154.38 | |

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|-------------------------------------|---------------------|-------------------|-------------------------------|-----------------------|------------------|--------------------|
| WINTER EQUIPMENT COMPANY | 49370 | 3/12/2015 | IV25981 | 731-1022-541.38-03 | 110.12 | Reducer |
| | | | Total for check: 49370 | | 110.12 | |
| WISCONSIN CHIEFS OF POLICE ASSN INC | 49371 | 3/12/2015 | WCPA | 100-0801-521.21-06 | 377.50 | Exams |
| | | | Total for check: 49371 | | 377.50 | |
| WISCONSIN DEPT OF FINANCIAL | 49372 | 3/12/2015 | WDFI | 100-0801-521.32-01 | 20.00 | Notary Renewal |
| | | | Total for check: 49372 | | 20.00 | |
| WKZG-FM | 49373 | 3/12/2015 | IN-11410125371 | 100-0000-201.15-00 | 100.00 | Farm Market |
| | | | Total for check: 49373 | | 100.00 | |
| | | | | | 98,724.34 | |



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

The below individuals have applied for a bartender license to serve, dispense and/or sell alcohol at a licensed establishment within the City. They have all met the criteria under the "Guidelines for Operator Licenses" approved by the Common Council. Therefore, staff is recommending the following people be **APPROVED** for an Operator's License for the 2013-2015 licensing period:

Karri Stiles
Dylan Devetter
Justin Rivera
Belinda Renkens
Surendra Thapa

cc: chief via email



Memorandum

To: Common Council
From: Greg Keil, CDD *ek*
Date: March 12, 2014
RE: Distribution of CDI Grant Funds to Foodmen 2, Inc. and F2R, LLC

Per the development agreement between the city and the above-referenced entities, the Community Development Investment (CDI) grant funds are to be distributed to the developer upon completion of the development improvements and upon the commencement of operation of a full service grocery store. A "Certificate of Completion". is to be issued at the culmination of these events.

We have requested the disbursement of the CDI grant funds from WEDC, and are expecting to receive the funds shortly. The developer has asked that the funds be distributed as soon as they are available. Since the landscaping and final paving of the site are yet to be completed, I am not able to issue a Certificate of Completion and distribute the funds

The developer was unable to have the landscaping and final paving completed prior to occupancy due to the onset of winter . We are holding \$44,701.50 in escrow as surety that these improvements are completed as part of the site improvement guarantees that are required by ordinance.

I am now requesting that the Common Council authorize the distribution of the CDI grant funds to the developer upon receipt of the funds from WEDC, with the expectation that the remaining site improvements will be installed as weather permits.

ORDINANCE O-5-15

AN ORDINANCE AMENDING TITLE 10, CHAPTER 1
OF THE CODE OF ORDINANCES
(Parking Regulations)

Introduced by Alderman Sevenich.

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

SECTION 1: Amend Title 10, Chapter 1, Article C, SEC. 10-1-26 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 10 – Motor Vehicles and Traffic

CHAPTER 1

Traffic and Parking

ARTICLE C

Parking Regulations

SEC. 10-1-26

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

...

(am) The west side of DePere Street from the intersection of DePere Street and Fifth Street twenty-five (25) feet north and twenty-five (25) feet south.

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

Passed and approved this _____ day of _____, 2015.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk