

It is expected that a Quorum of the Personnel Committee, Board of Public Works, Plan Commission, Redevelopment Authority and Administration Committee will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, July 18, 2016
WORKSHOP
5:00 PM
Council Orientation
Meeting
6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
1. [Proposed Amendments to Title 13 of the Menasha Code of Ordinances pertaining to storage of recreational vehicles](#)
 2. [Proposed rezoning of property located at 412 Broad Street \(Parcel # 1-00041-00\) from C-2 Central Business District to R-1 Single Family Residence District](#)
 3. [Proposed rezoning of property located at 620 Racine Street \(Parcel# 1-00517-00\) from R-1 Single Family District to C-1 General Commercial District](#)
 4. [Proposed rezoning of property located at 1861-1863 Beck Street \(Parcel #4-00919-01\) from R-2 Two Family Residence District to R-2A Multi-Family, Zero Lot Line Residence District](#)
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
- F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. [Administration Committee, 7/5/2016](#)
 - b. [Board of Health, 6/8/2016](#)
 - c. [Board of Public Works, 7/5/2016](#)
 - d. [Park and Recreation Board, 6/14/2016](#)
 - e. [Personnel Committee, 7/5/2016](#)
 - f. [Plan Commission, 7/12/2016](#)
 - g. [Water & Light Commission, 6/22/2016](#)
 - h. Waverly Sanitary District, [4/14/2016](#), [5/12/2016](#), [6/9/2016](#)Communications:
 - i. [Third Street Bridge Construction Memo](#)
 - j. [Parks and Recreation Sponsorship Letter](#)
 - k. [City of Menasha Council Meetings Broadcast](#)
- 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, 7/5/2016](#)

Administration Committee, 7/5/2016, Recommends the approval of:

2. [License for a Private Road Crossing North Channel Bridge Recreational Trail Agreement between the Wisconsin Central LTD and City of Menasha.](#)

Board of Public Works, 7/5/2016. Recommends the approval of:

3. [Street Use Application – Twisted Pistons Cruise In; Thursday, August 18, 2016; 12:00 PM – 10:00 PM \(Twisted Pistons, Inc.\)](#)
4. [Street Use Application – Ganther Race the Lake; Sunday, August 14, 2016; 6:45 AM – 9:15 AM \(DuTriRun\)](#)
5. [Authorization to Execute Intergovernmental Agreement to Satisfy Eligibility for Recycling Consolidation Grant for Calendar Year 2017](#)
6. [Authorization to Execute WisDOT State Municipal Agreement Regarding US10 / WIS441 and Racine Road Interchange Landscaping](#)

Plan Commission, 7/12/2016, Recommends the approval of:

7. [Proposed Rezoning – 620 Racine Street – Parcel #1-00517-00](#)
8. [Certified Survey Map – Lake Cottage Estates, East](#)
9. Property Acquisition – 867 Valley Road – Parcel #4-00753-00

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 7/1/2016-7/14/2016 in the amount of \\$717,759.64](#)
2. [Beverage Operators License Applications for the 2015-2017 licensing period.](#)

J. HELD OVER BUSINESS

1. [Liquor License Applications for 2016-2017 licensing year.](#)
 - a. [Liquor License Application for Margaritaville Lounge LLC, Jennifer Almeida Sandoval/Agent, 6 Tayco Street](#)
2. [R-23-16 Resolution Supporting Application for a 2016 Wisconsin RPC and DNR Emerald Ash Borer \(EAB\) Mitigation Grant Program. Introduced by Mayor Merkes.](#)

K. ORDINANCES AND RESOLUTIONS

1. [O-7-16 Ordinance Rezoning 620 Racine Street Introduced by Mayor Merkes](#)
2. [R-24-16 Resolution Supporting the Wisconsin Department of Natural Resources—Urban Forestry Grant for Emerald Ash Borer Implementation Plan, Update Tree Inventory to Determine Urban Tree Canopy and Tree Planting Diversity Introduced by Mayor Merkes](#)
3. [R-25-16 Resolution Approving a 2016 Budget Adjustment for the Borrowing of Funds to Facilitate Acquisition, Demolition, and Environmental Cleanup of the Property at 867 Valley Road and the Accompanying Borrowing to be Included within the 2016 Capital Improvement Program Borrowing Introduced by Alderman Krautkramer](#)

L. APPOINTMENTS

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, August 1, 2016
Common Council Meeting – 6:00 p.m.
Committee Meetings to Follow

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

**City of Menasha
Public Hearings**

NOTICE IS HEREBY GIVEN that public hearings will be held by the Menasha Plan Commission and Common Council on the proposed amendments to Title 13 of the Menasha Code of Ordinances pertaining to storage of recreational vehicles. The Plan Commission will hold its public hearing on Tuesday, July 12 at 3:45 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 formal public hearing on this matter at 6:00 PM, or shortly thereafter, on Monday, July 18, 2016 at the same location. All persons interested in commenting on the proposed amendment are invited to attend.

Deborah A. Galeazzi, WCMC
City Clerk

Run: July 7 and 11, 2016.

CITY OF MENASHA
Public Hearing

NOTICE IS HEREBY GIVEN that the City of Menasha will be holding public hearings regarding the proposed rezoning of property located at 412 Broad Street (Parcel #1-00041-00).

Rezoning of the property from C-2 Central Business District to R-1 Single Family Residence District is being requested by the owners desire to utilize the building as a single family dwelling.

The Plan Commission will be considering this rezoning at an informal public hearing on Tuesday, July 12, 2016 at 3:30 p.m. or shortly thereafter in the Third Floor Council Chambers of City Hall, 140 Main Street. Persons interested in this matter will be given an opportunity to comment and ask questions about the proposed rezoning. A second public hearing before the Common Council will be held Monday, July 18, 2016 at 6:00 p.m. or shortly thereafter in the Council Chambers of City Hall, 140 Main Street.

Deborah A. Galeazzi
City Clerk

Publish: July 7 and 11, 2016.

CITY OF MENASHA
Public Hearing

NOTICE IS HEREBY GIVEN that the City of Menasha Plan Commission and Common Council will hold public hearings regarding the proposed rezoning of the property located 620 Racine Street (Parcel #1-00517-00). You are being notified of the proposed rezoning in accordance with Section 13-1-142 of the Menasha Code of Ordinances.

Rezoning of the property from R-1 Single Family District to C-1 General Commercial District is being requested by the property owner in order to align the zoning of the subject parcel with the parcel adjacent to the south and to combine the subject parcel with the parcel immediately to the south (600 Racine Street, Parcel #1-00505-00) to create one cohesive parcel.

The Plan Commission will be considering this rezoning at an informal public hearing on Tuesday, July 12 at 3:35 p.m. or shortly thereafter in the Third Floor Council Chambers of City Hall, 140 Main Street. Persons interested in this matter will be given an opportunity to comment and ask questions about the proposed rezoning. A second public hearing before the Common Council will be held Monday, July 18, 2016 at 6:00 p.m. or shortly thereafter in the Council Chambers of City Hall, 140 Main Street. If you have any questions, please contact me at the number listed below.

Deborah A. Galeazzi
City Clerk

Publish: July 7 and 11, 2016

CITY OF MENASHA
Public Hearing

NOTICE IS HEREBY GIVEN that the City of Menasha will be holding public hearings regarding the proposed rezoning of property located at 1861-1863 Beck Street (Parcel #4-00919-01).

Rezoning of the property from R-2 Two Family Residence District to R-2A Multi-Family, Zero Lot Line Residence District is being requested by the owners in order to make provision with zoning requirements which allow the lot to be split along the common wall of the existing structure.

The Plan Commission will be considering this rezoning at an informal public hearing on Tuesday, July 12, 2016 at 3:40 p.m. or shortly thereafter in the Third Floor Council Chambers of City Hall, 140 Main Street. Persons interested in this matter will be given an opportunity to comment and ask questions about the proposed rezoning. A second public hearing before the Common Council will be held Monday, July 18, 2016 at 6:00 p.m. or shortly thereafter in the Council Chambers of City Hall, 140 Main Street.

Deborah A. Galeazzi
City Clerk

Publish: July 7 and 11, 2016.

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
July 5, 2016
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 8:20 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Nichols, Taylor, Collier, Keehan, Zelinski, Spencer, Benner

EXCUSED: Alderman Krautkramer

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Kloehn, PRD Tungate,
Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Administration Committee, 6/20/16.](#)

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

Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS

1. [License for a Private Road Crossing North Channel Bridge Recreational Trail Agreement between the Wisconsin Central LTD and City of Menasha.](#)

PRD Tungate explained the license will allow the Loop the Lake trail to cross the railroad tracks at the end of River Street. The cost of the license is part of the project cost.

Moved by Ald. Keehan seconded by Ald. Benner to recommend to Common Council License for a Private Road Crossing North Channel Bridge Recreational Trail Agreement between Wisconsin Central LTD and City of Menasha.

General discussion ensued on type of crossing; safety issues; cost of project; double switchback crossing; recreational immunity questions; liability insurance; final design of trail.

Ald. Collier stated Point of Order – discussion was getting off topic.

Chairman Nichols recognized Point of Order as germane.

Moved by Ald. Taylor seconded by Ald. Zelinski to amend the license to include a double switchback at the crossing.

General discussion ensued on the type of crossing; the railroad sets the terms of the license.

Motion failed on roll call 2-5.

Ald. Taylor, Zelinski voted yes. Ald. Nichols, Collier, Keehan, Spencer, Benner voted no.

Original motion carried on roll call 5-2.

Ald. Nichols, Collier, Keehan, Spencer, Benner voted yes. Ald. Taylor, Zelinski voted no.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 9:15 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
July 5, 2016
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Vice-Chairman Collier at 7:55 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Nichols, Taylor, Collier, Keehan, Zelinski, Spencer, Benner

EXCUSED: Alderman Krautkramer

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Kloehn, PRD Tungate, Randy Thomson (Twisted Pistons Inc), Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [June 6, 2016](#)

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

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. [Street Use Application – Twisted Pistons Cruise In; Thursday, August 18, 2016; 12:00 PM – 10:00 PM \(Twisted Pistons, Inc.\)](#)

PC Styka explained the event is similar to previous years. The street use application has been approved by all required departments.

Randy Thomson, representing Twisted Pistons Inc, explained the event is a car show with music and food vendors. They promote it as a family friendly event. The Menasha Farm Fresh Market will be set up on Milwaukee Street on this day.

Moved by Ald. Taylor seconded by Ald. Benner to recommend to Common Council Street Use Application for Twisted Pistons Cruise In on Thursday August 18, 2016 from 12:00 PM – 10:00 PM (Twisted Pistons, Inc).

Motion carried on voice vote.

2. [Street Use Application – Ganther Race the Lake; Sunday, August 14, 2016; 6:45 AM – 9:15 AM \(DuTriRun\)](#)

PC Styka explained the event is taking the same route as previous years. Racine Street Bridge traffic will be down to one lane during the street closure. The street use application has been approved by all required departments.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council Street Use Application for Ganther Race the Lake on Sunday August 14, 2016 from 6:45 AM – 9:15 AM (DuTriRun).

Motion carried on voice vote.

3. [Authorization to Execute Intergovernmental Agreement to Satisfy Eligibility for Recycling Consolidation Grant for Calendar Year 2017](#)

Mayor Merkes explained DNR Recycling Consolidation Grant. The grant is for additional recycling fund for the Winnebago County consortium communities.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council Authorization to Execute Intergovernmental Agreement to Satisfy Eligibility for Recycling Consolidation Grant for Calendar Year 2017.

Motion carried on voice vote.

4. [Authorization to Execute WisDOT State Municipal Agreement Regarding US10 / WIS441 and Racine Road Interchange Landscaping](#)

Mayor Merkes explained the agreement is about the City maintaining the landscaping in the roundabout at Racine Road and US10/WIS441 interchange. This will allow the City to include additional landscaping in the roundabout. There has been discussion to include a welcome sign on City property in front of Calder Stadium.

Moved by Ald. Taylor seconded by Ald. Keehan to recommend to Common Council Authorization to Execute WisDOT State Municipal Agreement Regarding US10/WIS441 and Racine Road Interchange Landscaping.

Motion carried on voice vote.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 8:15 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk

CITY OF MENASHA BOARD OF HEALTH

Minutes

June 8th, 2016

A. Meeting called to order at 8:08 AM by Chairman Candyce Rusin.

B. Roll Call: Present: Candyce Rusin, Nancy McKenney, Diane Hotynski , Lori Asmus Excused: Teresa Rudolf
Staff: Mary Fritz, Loretta Kjemhus, Kortney Dahm, Liz Rosin Guest: Kristene Stacker

C. MINUTES TO APPROVE

Lori Asmus moved to approve May 18th, 2016 minutes, seconded by Nancy McKenney.

Motion passed.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

Administrative: Nancy McKenney reported that the Common Council approved the MOU with De Pere.

This is an Intergovernmental Agreement between the City of De Pere and the City of Menasha Regarding Mutual Assistance for Environmental Health Services. Nancy McKenney reported that the Menasha Health Department was awarded \$500 for filling out a state preparedness survey; this money will be used for staff trainings. Nancy McKenney noted that she will be attending another Point Poverty Outcomes and Improvement Network Team (POINT) training along with health officers from the City of De Pere, City of Appleton, and Winnebago County. Nancy stated they are working with surrounding communities to offer healthier beverages in governmental vending machines. Kristene Stacker from Partnership Community Health Center talked about the COTS program (for people experiencing homelessness). Partnership now offers health clinic services at the COTS site to help reduce the number of emergency room visits of residents. . Nancy distributed the Hub Self-Sufficiency Matrix from POINT meeting.. Nancy McKenney reported that there will not be an UWGB Nursing Leadership intern placed at the Menasha Health Department this fall

Employee Safety Program: Nancy McKenney reported that the City of Menasha is in the process of updating the employee safety manual.

Environmental Health Programs: Todd Drew reported on 4 houses that were placarded due to unfit living conditions (e.g. unsanitary conditions or possible illegal drug activity). Two homes still have placards in place. Todd Drew reported that the new Festival Foods store will be opening on Friday June 10th. Board members expressed concern that over the years Menasha has a number of new businesses that have increased the number of inspections and workload for the sanitarian and Sealer of Weights and Measures.

The Communicable Disease Reports: were reviewed by the Board. The Board reviewed monthly and year-to-date Communicable Disease reports. Nancy McKenney reported that chlamydia and gonorrhea cases have increased in 2016 in comparison to 2015. Nancy reported she will work with the state on a plan to decrease the number of cases. Nancy McKenney updated the Board on the Elizabethkingia Infection.

School Health: Mary Fritz noted school absences remained low. Loretta Kjemhus reported that the Menasha Health Department is in the process of setting up CPR and First Aid classes for the Menasha Joint School District and City of Menasha staff.

Health Screening 60+ Program: Vicki Schultz offers monthly foot care at the Menasha Senior Center, these clinic are well attended.

Prevention Program: The Prevention Program is in the process of planning the 2nd Annual Corny Community Walk which will be held August 11, 2016. Nancy McKenney reported that materials provided will also be in Spanish this year. The Corny Community Walk will have several new sponsors this year.

Radon: No Report

School Health Aides: No report

Dental Program: Loretta Kjemhus reported that fluoride varnish, infection control and dental sealant policies and protocols are being updated. Loretta reported that fluoride #2 have been completed, fluoride #3 will be scheduled for late fall.

Dental Sealant Program: Claire Opsteen has completed her dental sealants and fluoride varnish placements for Maplewood and the elementary schools in Menasha. She will begin working on the Oral Health for Children and Youth with Special Health Care Needs program this spring. Claire stated she did dental sealants on 63 students and fluorides varnishes on 52 on students this year.

Lead Prevention Program: No Report

Immunization: The Health Department was able to secure additional funding for adult immunization. The objective for the Menasha Health Department is to increase adult Tdap vaccination from May 2016-May 2017.

Health Screening: Loretta Kjemhus reported the Lion's Club will be doing the vision screenings for Menasha Joint School students, age 3 through grade 5. Nancy McKenney will contact Trinity and St. Mary's schools to see if they would like to participate in this program.

Emergency Preparedness: Loretta Kjemhus reported the Menasha Health Department held a Mass Clinic Plan "Walk thru-review" with staff and city emergency volunteers at UW-Fox Valley. Loretta Kjemhus reported that June 9th, North East WI Public Health Emergency Preparedness meeting will be held at Appleton Health Department with other Public Health Agencies. June 10th, there will be a meeting at Winnebago County Sheriff's office with Winnebago Corner Emergency Management, Winnebago County Health Department and Menasha Health Department to finalize the Fatality Management Plan.

Twenty Four/Seven: Nancy McKenney discussed what 24/7 means. Nancy McKenney is doing a review with Peggy Steeno in regards to city purchasing smart phones for staff.

Senior Center: No Report

Policy and Procedure Review: Nancy McKenney and Claire Opsteen worked on the Dental Program Sealant Placement. The Dental Program Infection Control and Dental Program Sealant Placement Procedures were distributed to the Board for review. The Client Transfers and Referrals Procedure and Confidentiality and Access to Client Records will be deferred for a future meeting.

E. HELD OVER BUSINESS: None

F. ADJOURNMENT: Lori Asmus moved to adjourn the meeting, seconded by Nancy McKenney. Motion passed. Candyce Rusin adjourned the meeting at 9:12 am. The next meeting will be on July 13th, 2016 at 8:00 a.m.

CITY OF MENASHA
Parks and Recreation Board
Jefferson Park Pavilion
June 14, 2016
MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. D Sturm at 6:05 pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Brian Adesso, Lisa Hopwood, Chr. Dick Sturm, Nancy Barker, Tom Marshall

MEMBERS EXCUSED: Ald A. Zielinski

OTHERS PRESENT: PRD Tungate, PS Maas

C. MINUTES TO APPROVE

1. **Minutes of the May 10, 2016 Regular Park Board Meeting:** Moved by L. Hopwood, seconded by N. Barker to approve the minutes of the May 10, 2016 Park Board meeting. Motion carried.

D. PUBLIC COMMENT ON ANY MATTER RELATED TO CITY PARKS AND RECREATION

E. REPORT OF DEPARTMENT HEADS/STAFF/OR CONSULTANTS

1. **Department Report:** PRD Tungate reported that summer recreation programs began on June 11. Poor weather hampered the start of swimming lessons on June 13-14. Staff has also begun to work on the CIP budget for 2017-2021.
2. **Park, Pool and Vandalism Report:** PS Maas reported that grass cutting has been ongoing, automatic door locks have been installed at Koslo Park. Jefferson Park neighborhood group recently expanded and enhanced planting beds near the west entrance to the park. Playground opened up at the new east side park.

F. DISCUSSION

1. **Recap of June 4 Community Playground Build:** PRD Tungate reported on a very successful event. About 40 people showed up to help throughout the day. Menasha Rotary and Elks clubs were particularly helpful. The equipment was open to the public about a week later after concrete was poured and wood chips added.
2. **Schedule to update Park and Rec 2017-2021 CIP Budget:** PRD Tungate indicated he is hoping to be able to share some preliminary capital improvement budget information at next month's meeting.
3. **Status of 100 Fox Street lot acquisition:** staff received Common Council approval to complete the acquisition of this lot which will be used to accommodate the south approach for the new pedestrian bridge and provide a small public parking lot and greenspace.
4. **Status of 2017 boat launch fee increase:** the Common Council is currently discussing the specifics of how to allocate a portion of the boat launch fee. This recommendation was received from both the Park Board and the Joint Finance Committee.
5. **Jefferson Park / Neighborhood vision plan – consultant selection update:** staff is planning to review/rank the five proposals that were received. Interviews of the top firms will follow.

G. ACTION ITEMS

None

H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

Five (5) minute time limit for each person

I. ADJOURNMENT

Moved by L. Hopwood, seconded by N. Barker to adjourn at 7:10 pm. Motion carried.

CITY OF MENASHA
PERSONNEL COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
July 5, 2016
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Keehan at 9:15 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Nichols, Taylor, Collier, Keehan, Zelinski, Spencer, Benner, Mayor Merkes.

EXCUSED: Alderman Krautkramer

ALSO PRESENT: CA Captain, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Personnel Committee, 5/16/16](#).

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

Motion carried on voice vote.

D. ACTION/DISCUSSION ITEMS

1. [Enhanced Vacation Allowance – Community Development Director](#).

Chairman Keehan explained the finalist for the position of Community Development Director has 18 years of experience working in the Community Development field.

There is a request to enhance the vacation time for the candidate due to his status as a seasoned professional. Per the City's Personnel Policy Handbook, a non-represented employee is entitled to ten (10) days of vacation per year after one year of service. The Personnel Committee approves any variation to the prescribed vacation allowance.

Moved by Ald. Taylor seconded by Ald. Collier to approve the enhanced vacation allowance, up to eight (8) days of vacation to be available for use in 2016 and fifteen (15) days of vacation annually beginning in 2017.

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Nichols to adjourn at 9:25 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
July 12, 2016
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 3:30 PM by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Benner and Commissioners Sturm, Schmidt, DeCoster and Cruickshank (arrived at 3:50 PM).

PLAN COMMISSION MEMBERS EXCUSED: None.

OTHERS PRESENT: AP Englebert, CDC Heim, Ralph DeMarco (Keller Williams), Ashley Breyer, Bill Blair, Steve Grenell (Menasha Utilities), Michael Hagens (Woodland Development), and Dave Schmalz (McMahon Associates).

Mayor Merkes requested that AP Englebert give an overview of all four public hearings. AP Englebert provided the following:

Proposed rezoning at 412 Broad Street. The property had been a commercial use at one time. The current property owners have converted the property into a residential dwelling with the desire to revert the use to single family.

Proposed rezoning at 620 Racine Street. The property owners have requested that this property be rezoned to C-1 and will combine the parcel with the existing campus at a future date.

Proposed rezoning at 1861-1863 Beck Street. The property owners have requested the rezoning to allow the division of the lot along the common wall of the existing property.

Staff is requesting that the ordinance revision be delayed as the section the change was denoted in is incorrect and to also allow staff to include additional recreational vehicles into the ordinance.

3:30 PM – Informal Public Hearing Regarding the Proposed Rezoning of 412 Broad Street – Parcel #1-00041-00

Mayor Merkes opened the public hearing at 3:34 PM.

Bill Blair (2620 Forestview Ct Apt.12, Appleton) indicated he is a perspective home buyer of the property and would like to rezone so they can close on their loan.

Ralph DeMarco (Keller Williams) home is currently a 4 bedroom house; bank will not approve a residential loan to purchase the property as it is currently zoned.

The hearing was closed at 3:35 PM.

3:35 PM – Informal Public Hearing Regarding the Proposed Rezoning of 620 Racine Street – Parcel #1-00517-00

Mayor Merkes opened the public hearing at 3:35 PM.

No one spoke.

The hearing was closed at 3:36 PM.

3:40 PM – Informal Public Hearing Regarding the Proposed Rezoning of 1861-1863 Beck Street – Parcel #4-00919-01

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

No one spoke.

The hearing was closed at 3:37 PM.

3:45 PM – Proposed Amendment to Title 13 of the Menasha Code of Ordinances Pertaining to Storage and Parking of Recreational Vehicles - Definitions

Mayor Merkes opened the public hearing at 3:37 PM.

No one spoke.

The hearing was closed at 3:38 PM.

C. MINUTES TO APPROVE

1. **Minutes of the June 21, 2016 Plan Commission Meeting**

Motion by Ald. Benner, seconded by Comm. Sturm to approve the June 21, 2016 Plan Commission meeting minutes. The motion carried.

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

1. Mr. Hagens stated that the development in Lake Cottage Estates is going well and showed house plans for Lot 7 of the CSM proposed on the agenda.

E. CORRESPONDENCE

1. None.

F. DISCUSSION

1. None.

G. ACTION ITEMS

1. **Proposed Rezoning – 412 Broad Street – Parcel #1-00041-00**

AP Englebert provided the current zoning and usage of the surrounding parcels. The Comprehensive Plan designates this parcel as Mixed Use Commercial Core. The designation is intended to permit mix of commercial, entertainment, residential and civic uses. Preservation of existing historic buildings and sites is also encouraged. The property, if rezoned, would stand alone as an R-1 designation and the Plan Commission is tasked with determining if rezoning one lot in the middle of the block is desirable.

Commissions discussed the following:

- Reason for the rezoning is more of a third party reason compared to a rezoning based on our comprehensive plan or use.
- End use of the property (single family vs. commercial)
- If difficulty in achieving a loan for a single family use in a commercially zoned parcel is an issue, fear of property falling into disrepair
- Possibility of rezoning additional properties in vicinity to make more consistent
- How does the request compare to the use indicated in the Comprehensive Plan
- Property is currently legal non-conforming as it has been converted into a single family home, because not vacant for more than 12 months property has not lost its legal non-conforming status

After a lengthy discussion, it was the consensus of the Commission to take no action on this item and requested that staff research the possibility of rezoning a larger area.

2. **Proposed Rezoning – 620 Racine Street – Parcel #1-00517-00**

AP Englebert provided an overview of the history of the Boys and Girls Club campus. The proposed property was acquired by the Boys and Girls Club and the home was razed. It is the desire to rezone to combine the two lots via a certified survey map at a future date.

Motion by Comm. Sturm, seconded by Ald. Benner to recommend the proposed rezoning of 620 Racine Street, Parcel number 1-00517-00 to the Common Council for approval. The motion carried.

3. **Proposed Rezoning – 1861-1863 Beck Street – Parcel #4-00919-01**

AP Englebert explained that it is the intent of the property owners to divide the lot along the common wall of the existing property which would allow each to have ownership over one side of the existing duplex. Commissioners felt this request is similar to the request on Broad Street and consensus was to take no action on this item and have staff research the possibility of rezoning the entire 6 parcel area.

4. **Ordinance O-____-16 Relating to Storage and Parking of Recreational Vehicles – Definitions**

AP Englebert made a staff request that no action on this item be taken. The ordinance revision as presented was not formatted in the correct section of the code and staff will also be looking to add additional recreational vehicles in addition to what was provided in this revision.

5. **Certified Survey Map – Lake Cottage Estates, East**

AP Englebert explained that this is the second certified survey map relating to the Lake Cottage Estates development. The CSM before the Commission would divide the east parcel into 4 residential lots. The DOT conditions have been placed on the original CSM.

Motion by Ald. Benner, seconded by Comm. Sturm to recommend to the certified survey map at Lake Cottage Estates, East to the Common Council for approval. The motion carried.

6. **Property Acquisition – 867 Valley Road – Parcel #4-00753-00**

AP Englebert explained the history of the property. An investor approached the city to assist with the clean-up of this property. The City applied for and was awarded a Site Assessment Grant (SAG) grant from WEDC in the amount of \$150,000 environmental site work. That development failed to move forward however the grant funds are available still so staff has been working on finding a new end user for the property. Staff is seeking a recommendation to proceed with the acquisition of the property while grant fund access are still available. The site is zoned I-1 General Industrial and the comprehensive plan calls for industrial activities at the location and along the Valley Road corridor. A prospective purchaser is proposing to construct self-storage facilities which is a permitted use within the I-1 district.

Motion by Comm. Sturm, seconded by Ald. Benner to recommend to the Common Council the property acquisition at 867 Valley Road, Parcel #4-00753-00. The motion carried.

H. ADJOURNMENT

Motion by Comm. Schmidt, seconded by Comm. DeCoster, to adjourn at 4:47 PM. The motion carried.

Minutes respectfully submitted by CDC Heim.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

June 22, 2016

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:02 a.m., with Commissioners Roy Kordus, Don Merkes, and Antoine Tines present on roll call. Also present were Melanie Krause, General Manager; Steve Grenell, Engineering Manager; William Menting, Electric Manager; Kristin Hubertus, Finance Manager; Paula Maurer, Customer Services Manager; David Christensen, Engineering Technician; and Dawn Lucier, Administrative and Accounting Assistant. Don Voogt, McMahon, and Candy Huber, Human Resources Coordinator were also present.

Those excused were Commissioner Zelinski, John Teale, Technical Services Engineer, and Tim Gosz, Water Utility Manager.

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

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

- A. Minutes of the Regular Meeting of May 25, 2016
- B. Approve and warrant payments summarized by checks dated June 2-22, 2016, which includes Net Payroll Voucher Checks and Maintenance Voucher Checks for a total of \$1,131,496.24, 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 dated June 2 to the Public Service Commission of Wisconsin Re: 2015 filing of the Wisconsin Electric Boundary Agreement
 - Copy of thank you card received from the Menasha High School Post-Prom Committee
 - Copy of June 2016 MU Employee Newsletter
 - Copy of letter dated May 12 from St. Joseph Food Program RE: Thank you for food donation, from community, for document shredding services donated by Piranha Paper Shredding at the Recycling Event
 - Copy of letter dated May 10 from St. Joseph Food Program RE: Thank you for monetary donation, from community, for document shredding services donated by Piranha Paper Shredding at the Recycling Event

Item IV. Claims Against The Utility – There were no claims discussed at this meeting.

Item V. A revised purchase orders list with purchase orders over \$10,000.00, issued since the last Commission meeting, was presented for informational purposes.

Item VI. Unfinished Business, Water Capital Needs Study – McMahon is continuing to look for an alternative area for the proposed truck dock and a comparison of water charges for local municipalities will be included on the monthly strategic report.

Lead Water Service – The Wisconsin Department of Natural Resources, thru the Safe Drinking Water Loan Program (SDWLP), has created a funding plan for replacement of private lead service lines. This plan would help water customers recover some of their costs if during water main replacement the owner replaces their portion of the lead service. An outline of Menasha Utilities proposed program was included in the packet.

The Commission asked to have the lead water service ordinance draft and the number of non-owner occupied residencies brought to the next Commission meeting for discussion.

The motion by Comm. Merkes, seconded by Comm. Kordus, was unanimous to approve submitting the application to the Safe Drinking Water Loan Program and designating Melanie Krause as the authorized representative.

Hydro-Pneumatic Tank – The portable tanks approved for lease at the May 25th meeting were not available during the tower painting timeline. Staff was able to reserve two tanks from CTW Corporation at a cost of \$13,375. Funds available from the Generator Transfer Switch project will cover the additional cost.

Mr. Voogt departed at 8:30 a.m.

Item VII. New Business, Customer Service Programs – An overview of Menasha Utilities customer programs and marketing was presented. Various topics included residential rebates and efficiency; commercial/industrial program, rebates, and efficiency; Focus on Energy partnership; assistance programs; customer services; customer education; community outreach; and projects currently in development.

Workforce/Succession Planning – The Succession Plan was updated due to organizational structure and staff changes that have taken place in the past few years. The workforce document, job descriptions, and potential retirements were reviewed and modified to reflect the changes.

Refinance of WPPI Lease – An application to refinance the WPPI Lease Agreement was filed with the State Trust Fund Revenue Loan Program. Staff is waiting for a reply before proceeding with the Public Service Commission.

Study of Cyanotoxins – The water plant will be participating in the Water Research Foundation study for the analysis of cyanotoxins. The study will help determine how successful the Water Plant is at removing algae toxins within the treatment train.

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

May Financial and Project Status Reports – Electric consumption was lower than budget for the month of May with year-to-date down by 5% compared to budget; with the loss of an industrial customer, consumption is anticipated to remain below budget for the remainder of the year. Cost of Power was 7.8% lower than budget, however, the variance was not enough to make up for lower revenues and Net Operating Income came in 26% lower than budget for the month.

Water usage was 11.8% below budget with year-to-date down by 4.5%. Due to the previous high water loss ratio, the water distribution department performed extensive leak detection practices and was able to find a sizable leak which should be reflective in the upcoming water loss ratio numbers. Leak detection will continue throughout the month.

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

Project Reports, Water Projects – The Washington Street Water Tower Painting project will begin shortly. The customers in the immediate area were notified that the contractor will be onsite and there will be draping of the area; information will be added to the website.

Sanitary Survey – The sanitary survey has been completed with no new deficiencies recorded. Staff will be working on getting a response back to the DNR that will include an adjusted time table.

Electric Projects – Staff continues to work on the Department of Transportation projects.

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

Item X. The motion by Comm. Merkes, seconded by Comm. Kordus, was unanimously approved on roll call to adjourn at 8:55 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.

MEETING MINUTES
WAVERLY SANITARY DISTRICT
April 14, 2016
District Office - N8722 County Rd. LP

1) **MEETING WAS CALLED TO ORDER** at 2:40pm by President Bartlein.

2) **PRESENT:**

President Bartlein	(DRB)	Systems Operator Van Zeeland	(TGV)
Commissioner Kasten	(DLK)	Systems Operator Dornfeld	(DWD)
Commissioner Bartlein	(JJB)	Billing Clerk Weir	(PMW)
		Engineer Martenson	(SCM)

Others in attendance: Harrison Manager Travis Parish

3) **APPROVAL/ACCEPTANCE OF 3/17 AND 3/31/16 MEETING MINUTES:** MOTION (JJB¹/DLK²) to approve both minutes. Motion carried 3-0.

4) **DECEMBER 2015 FINANCIAL STATEMENTS AND BUDGET COMPARISON:** Postponed until next meeting.

5) **COMMUNITIES/CUSTOMERS/SERVICE CONCERNS:** None

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

7) **OLD BUSINESS:** Employee Wage Study Concerns – Status of contact with Patrick Glynn: Cathy will be contacting him after she completes the annual PSC report.

8) **DISTRICT'S REPAIR/MAIN EXTENSION/MODIFICATION PROJECTS**

- Future Lift Station #6 – Project discussion: SCM provided updated estimates/maps and will forward these to Dave Wagner of Ehlers and a meeting will be scheduled.

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

- 2nd Addition to Woodland Hills - Gosling Way Court status report: SCM reported project progressing. Waiting on safe water sample results, video and final approval after street constructed.
- Woodcrest Heights Drive – Status report: SCM reported developer has decided to extend sewer and water mains to serve the two-lot CSM. MOTION (JJB¹/DLK²) to approve M&E to submit plans for Woodcrest Heights project to DNR. Motion carried 3-0.
- 1st Addition Lake Park Heights – Status report: No plans submitted yet.

10) **NEW BUSINESS**

- Next meeting scheduled for Thursday, May 12, 2016 (2:30pm) at District Office.

11) **OFFICE REPORT:** None

12) **FIELD REPORT**

- TGV reported manholes and laterals are being inspected. So far three leaking manholes and three leaking laterals have been discovered.

13) OTHER BUSINESS TO LEGALLY COME BEFORE THE COMMISSION

- Kurt Services, LLC – Approval to hire for small excavating work: MOTION (DLK¹/JJB²) to approve Kurt Services for small projects. Motion carried 3-0.
- Wisnet.com, LLC-New website design proposal: Staff will provide copy of quote for next meeting.

14) ADJOURNMENT: MOTION (DLK¹/JJB²) to adjourn. Motion carried 3-0. Meeting was adjourned at 3:00pm.

Submitted by Penny M. Weir
Billing Clerk

MEETING MINUTES
WAVERLY SANITARY DISTRICT
May 12, 2016
District Office - N8722 County Rd. LP

1) **MEETING WAS CALLED TO ORDER** at 2:30pm by President Bartlein.

2) **PRESENT:**

President Bartlein	(DRB)	Systems Operator Krueger	(RWK)
Commissioner Kasten	(DLK)	Systems Operator Van Zeeland	(TGV)
Commissioner Bartlein	(JJB)	Systems Operator Dornfeld	(DWD)
Consultant Sambs	(MLS)	Office Manager Girdley	(CMG)
Engineer Martenson	(SCM)	Billing Clerk Weir	(PMW)

Others in attendance: Harrison Manager Travis Parish

3) **APPROVAL/ACCEPTANCE OF 4/14/16 AND 5/05/16 MEETING MINUTES:** MOTION (DLK¹/JJB²) to approve both minutes. Motion carried 3-0.

4) **DECEMBER 2015 FINANCIAL STATEMENTS AND BUDGET COMPARISON:** Postponed until next meeting.

5) **RECEIPT ACKNOWLEDGEMENT/APPROVAL/ACCEPTANCE OF THE 2015 PUBLIC SERVICE COMMISSION ANNUAL REPORT:** MOTION (DLK¹/JJB²) to approve the 2015 Public Service Commission Annual Report. Motion carried 3-0.

6) **RECEIPT ACKNOWLEDGEMENT/APPROVAL/ACCEPTANCE OF THE 2015 FINANCIAL AUDIT:** MOTION (JJB¹/DLK²) to approve the 2015 Financial Audit. Motion carried 3-0.

7) **COMMUNITIES/CUSTOMERS/SERVICE CONCERNS**

- Sportzone Remodel/Addition Proposal: Commission attended Village of Harrison 5/10/16 meeting to hear Sportzone's presentation. Expansion is contingent on their receiving grant money from Fox Cities Convention & Visitors Bureau. Village of Harrison voted to sponsor the grant application and to obtain an appraisal of the Waverly Sanitary District land north of the tree line. MOTION (DLK¹/JJB²) to approve Village of Harrison getting an appraisal. Motion carried 3-0.

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

9) **OLD BUSINESS:** Employee Wage Study Concerns – Status of contact with Patrick Glynn: CMG sent him an email 5/12/16 requesting supporting documentation.

10) **DISTRICT'S REPAIR/MAIN EXTENSION/MODIFICATION PROJECTS**

- Future Lift Station #6 – Project discussion: SCM reported they will begin contacting land owners in the base north-south sewer/water corridor for permission to do survey and wetland delineation work on their land. Meeting scheduled with Dave Wagner of Ehlers 5/17/16 to develop a plan that can be presented to the village board and district commission.

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

- 2nd Addition to Woodland Hills - Gosling Way Court status report: SCM reported sewer/water completed and tested. Waiting for street construction, staff walk thru, safe water sample results, lien waiver and final quantities and costs. Final approval possible at June meeting.

- Woodcrest Heights Drive – Status report: SCM reported sewer approval is back from DNR but waiting on water approval. Hagens plans to request a permit for one of these lots in the near future. SCM believes there should be no problem with issuing a permit at this time.
- 1st Addition Lake Park Heights – Status report: No plans submitted yet.

12) NEW BUSINESS

- Next meeting scheduled for Thursday, June 9, 2016 (2:30pm) at District Office.

13) OFFICE REPORT:

- Sonny Drive 2nd Extension – TID reimbursement status report: CMG sent Harrison a request 5/11/16 totaling \$173,582.43.
- North Shore Apartments – Additional quantities/costs information request status: This item is referring to Phase II of the project. SCM will inquire for additional quantities and costs
- Wieckert Issue Engineering Reimbursement Request – Status report: Reimbursement request totaling approximately \$2300 for engineering costs from Nov 2013 to Nov 2014 was sent to Hagens Realty.

14) FIELD REPORT

- RWK reported hydrant flushing should be completed by early next week.

15) OTHER BUSINESS TO LEGALLY COME BEFORE THE COMMISSION

- Replacement of current tape-based backup with disc-based backup: Current backup capacity has been exceeded. Consensus of Commission was to upgrade the hardware & software backup system at \$919.00.
- Workstation backup protection: Current backup only covers the server's shared drive and backup of individual workstations is recommended. Consensus of Commission was to establish workstation backup with an annual cost of \$275.00.
- Workhorse Software Receipting System: Staff requested this additional software for more secure receipting practices for cash payments. Consensus of the Commission was to add receipting software at \$1000.00 with no annual support cost.
- Wisnet.com, LLC-New website design proposal: Upgrade to the website provider/structure has been requested for more efficient maintenance. An additional quote will be provided at the next meeting.
- Commission requested WiFi be added in the building.

16) ADJOURNMENT: MOTION (JJB¹/DRB²) to adjourn. Motion carried 3-0. Meeting was adjourned at 3:15pm.

Submitted by Penny M. Weir
Billing Clerk

MEETING MINUTES
WAVERLY SANITARY DISTRICT
June 9, 2016
District Office - N8722 County Rd. LP

- 1) **MEETING WAS CALLED TO ORDER** at 2:30pm by President Bartlein.
- 2) **PRESENT:**

President Bartlein	(DRB)	Systems Operator Krueger	(RWK)
Commissioner Kasten	(DLK)	Systems Operator Van Zeeland	(TGV)
Commissioner Bartlein	(JJB)	Systems Operator Dornfeld	(DWD)
Consultant Sambs	(MLS)	Office Manager Girdley	(CMG)
Engineer Martenson	(SCM)	Billing Clerk Weir	(PMW)
- 3) **APPROVAL/ACCEPTANCE OF 5/12/16 MEETING MINUTES AND 6/1/16 CLOSED SESSION MINUTES:** MOTION (DLK¹/JJB²) to approve 5/12//16 minutes. Motion carried 3-0. Closed session minutes are not complete.
- 4) **2016 FINANCIAL STATEMENTS AND BUDGET COMPARISON:** Postponed until next meeting.
- 5) **COMMUNITIES/CUSTOMERS/SERVICE CONCERNS**
 - District Property Appraisal: Nothing new to report.
- 6) **MONTHLY WATER SAMPLE TESTS' RESULTS:** TGV reported five samples taken 6/16/16 were determined safe by Clean Water Testing. Report on file.
- 7) **OLD BUSINESS:** Employee Wage Study Concerns – Status of contact with Patrick Glynn: CMG is in the process of contacting the listed utilities/municipalities to collect the data.
- 8) **DISTRICT'S REPAIR/MAIN EXTENSION/MODIFICATION PROJECTS**
 - Future Lift Station #6: SCM reported he and Harrison representatives met recently with Dave Wagner of Ehlers to discuss financing options. A Certificate of Authorization from the PSC for a water main will only be needed if three miles or more of 8" water main is built.
 - Proposed Sewer Service Swap: Sewer service swap is on hold.
 - Utility District #3: These utility districts are Harrison's utility districts for tax roll purposes. Utility District #1 is comprised of Waverly Sanitary District, Utility District #2 is comprised of Darboy Sanitary District and Utility District #3 will be for Lift Station #6 and has not been created.
- 9) **GENERAL CONSTRUCTION STATUS (INDIVIDUAL DEVELOPER FUNDED PROJECTS)**
 - 2nd Addition to Woodland Hills - Gosling Way Court status report: SCM reported all requirements have been met except the final engineering reimbursements and recommended conditional approval based on the final engineering reimbursements being paid. Commission questioned if there was an easement to extend sewer/water lines into the adjacent property located in the Town of Harrison. SCM stated that the sewer/water was designed to extend through to the adjacent land with lines stubbed in just short of that property but the city would not allow the developer to provide an easement on the final plat to allow services to extent through. MOTION (DRB¹/JJB²) to postpone approval for further investigation. Motion carried 3-0.
 - Woodcrest Heights Drive – Status report: SCM reported sewer and water have been approved by DNR but waiting on safe water sample, etc.
 - 1st Addition Lake Park Heights – Status report: Waiver of Assessment has been received but no plans submitted yet.

10) NEW BUSINESS

- Next meeting scheduled for Thursday, July 21, 2016 (2:30pm) at District Office.

11) OFFICE REPORT:

- Sonny Drive 2nd Extension – TID reimbursement status report: TID reimbursement has been paid in full.
- North Shore Apartments Phase II: Everything has been received except the safe water sample and an easement for sewer and water.
- Wieckert Issue - Engineering Reimbursement Request – Receipt status: Reimbursement totaling \$2302.25 for engineering costs from Nov 2013 to Nov 2014 has not been received.
- Permits up 61% from May 2015 with 29 new connections compared to 18 connections last year.

12) FIELD REPORT

- RWK reported the district's lawn care needs to be addressed for this year and commission okayed RWK to go ahead with second lowest bidder from last year if costs will be within \$200 of last year's quote. JJB will cut the grass on north end of property. Hydrant painting will be done by Waverly staff this year. Sewer jetting by Speedy Clean is scheduled for next week.

13) OTHER BUSINESS TO LEGALLY COME BEFORE THE COMMISSION

- Resolution No. 2016-01, Series 2016 – 2015 Compliance Maintenance Annual Report (CMAR): MOTION (JJB¹/DLK²) to adopt Resolution 2016-01. Motion carried 3-0.
- Website design proposals: Waiting on proposals.
- WiFi has been installed.

14) ADJOURNMENT: MOTION (DRB¹/JJB²) to adjourn. Motion carried 3-0. Meeting was adjourned at 3:05pm.

Submitted by Penny M. Weir
Billing Clerk



July 13, 2016

Memorandum

To: Common Council, Mayor Don Merkes

From: Tim J. Montour – Engineering Supervisor *tjm*

RE: Third Street Bridge Construction

The Pre-Construction Meeting for the Third Street Bridge Replacement (WisDOT Project Number 4992-01-71) was held on Monday, July 11, 2016. The Project was started July 12, 2016. The Project will replace the existing structure improving the overall bridge cross section and providing bicycle and pedestrian accommodations which were not previously present. The Project is expected to be completed by the end of October 2016. This tentative schedule is weather dependant.

Third Street westbound and eastbound traffic will be reduced to a one lane stop condition with a minimum lane width of twelve (12) feet. Local and emergency access to the properties east of the Project area will be maintained at all times to and from the work zone.

During the Project drivers should expect to encounter narrow lanes, grooved or uneven pavement, equipment in close proximity to the travel lane and flagging operations when necessary.

Please contact our office with any questions related to the Project.



May 13, 2016

Dear Friend of Menasha Youth:

On behalf of the City of Menasha Parks and Recreation Department, I am contacting you to ask for your sponsorship/donation support so that all Menasha children may have an opportunity to enjoy affordable recreation programs and use of the Menasha pool throughout the summer.

There are two ways you can assist us with this mission!

Become a Summer Recreation program sponsor. Contribute \$50 and your company/organization's logo will be displayed on a large colored banner at our main program sites. Additionally, all sponsors will be acknowledged on our Facebook page (Menasha Recreation and Pool). Our programs include playgrounds, tennis, baseball/kickball and gymnastics.

Donate to our Financial Assistance Program. With any amount \$10 and up, you will be able to assist a Menasha family unable to afford the full price of a season pool pass. The average amount given to a family is \$30 toward an individual youth pass or family pass. Last year, we were able to provide assistance to 17 Menasha families.

If you or your organization would like to participate, please call our office at (920)967-3640, fax (920)967-5272, e-mail (lwalbrun@ci.menasha.wi.us) or mail the lower portion of this letter back to me at the address listed below by May 27, 2016. Checks should be mailed separately as the City of Menasha Parks and Recreation Department does not invoice for this program. Please be sure to e-mail me a clean copy of your company's logo by the deadline.

Thank you for supporting Menasha Youth Programs!

Lori Walbrun
Parks and Recreation Department

Please count me in as a

- \$50 Sponsor
- Financial Assistance Program Donor \$10 (or other amount) _____
- I am not interested in being a donor at this time, but please keep me on your contact list.*

Name of Organization _____ Date _____

Contact Name _____

Contact Phone Number _____ Contact E-mail address _____

Comments _____

Debbie Galeazzi

Subject: FW: City of Menasha Council Meetings

From: Frantz, Thomas [mailto:thomas.frantz@uwc.edu]

Sent: Thursday, February 11, 2016 8:22 AM

Cc: Debbie Galeazzi; Don Merkes

Subject: RE: City of Menasha Council Meetings

AT&T retransmits the signal they get from Time Warner. If the Time Warner feed is disrupted (like it has been at the Winnebago County Board facilities) then AT&T can't get the feed either. AT&T isn't in any different a position than we are. If we don't get the signal, neither does AT&T.

I know Time Warner is not only aware of it but working on a solution.

What makes this complex is that Neenah & Menasha receive the PEG feed from Green Bay along with all the other communities except for Oshkosh. Oshkosh has their own PEG channel that they operated for decades. Because Neenah & Menasha are in Winnebago County subscribers should also receive the transmissions of the Winnebago County Board which is carried by Oshkosh PEG. So a feed is being sent from Green Bay to Oshkosh where there's a switch. When the Winnebago County Board meetings occur, the switch automatically flips Neenah & Menasha subscribers from the Green Bay feed to the Oshkosh PEG feed. When the Winnebago County Board isn't in session the switch allows cable subscribers to see the Green Bay PEG feed where the City of Menasha Council meetings are. The switch that makes that happen has been increasingly erratic. Time Warner knows.

Their engineering staff has been trying to figure out a simpler and more reliable way to make this all work so that Neenah/Menasha subscribers see what they need to see. I've been told they are working on it, but I don't know the particular details of their possible solutions. A good person to talk to at Time Warner is Celeste Flynn.

Please recognize that UW Fox Valley's responsibility is recording the meetings and then delivery of the programs to the PEG origination point. The things we are responsible for are being done on time and correctly. We are not responsible for the cable transmission. I try to assist the municipalities we work with in this situation because in my capacity here at UWFox, I've worked with the cable companies for a long time and because I understand the technical aspects well enough that I can explain it to city leaders should issues like this arise.

To a degree it's also frustrating to Time Warner too because they have multiple boundaries to deal with and have inherited issues/business relationships that were created long before they existed as a company. I'm not trying to excuse them in any way, but navigating all that can make their job more challenging.

Celeste did speak with me about a month ago regarding changes because of that switch issue, but they were still trying to engineer what they considered to be an acceptable solution before they proceeded. So many times, solutions don't always get you 100%. So when you can't get to 100%, what's within the range of "acceptable". I suggested to Celeste that they try again to get to 100%. They're working on it. They don't like getting calls either. :)

Thomas Frantz
Interim Director of Marketing & Communications/Director of IT/Video Production
University of Wisconsin Fox Valley
1478 Midway Rd.
Menasha, WI 54952
(920) 832-2616

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Tuesday, July 5, 2016
MINUTES

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was recited.

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Nichols, Taylor, Collier, Keehan, Zelinski, Spencer, Benner

EXCUSED: Alderman Krautkramer

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Kloehn, ASD Steeno, PRD Tungate, AS Englebert, FM Sassman, AFC Green, Clerk Galeazzi.

DEPT. HEADS EXCUSED: PHD McKenney

D. PUBLIC HEARING

None

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

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

Kathy Stahl, 225 Railroad Street, Menasha. Parks & Recreation sponsorship letter.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. Presentation by Simply Incredible Foods

Jonathon Smith and Christine Sohns from Simply Incredible Foods updated the Council on their cranberry business. They have been operating for a little over a year and employ 15-18 people. They are looking for a buyer for the turbine that is located in the building. The next big project will be to replace windows. Their cranberry product is currently being sold at Festival Foods, Woodman's, and Third Street Market.

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

Minutes to receive:

- a. [Administration Committee, 6/16/2016](#)
- b. [Library Board, 6/22/2016](#)
- c. NMFR Joint Finance and Personnel Commission, [6/22/2016](#) & [6/28/2016](#)
- d. [Plan Commission, 6/21/2016](#)
- e. [Redevelopment Authority, 6/28/2016](#)

Communications:

- f. [Clerk Galeazzi Memo on Council Workshops](#)

Moved by Ald. Benner seconded by Ald. Keehan to receive Minutes and Communications a-f
General discussion ensued on signage on Broad Street parking ramp; NMFR Joint Finance Personnel Commission minutes-policy for employees that are off for non-work related injuries, light duty policy.
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, 6/20/2016](#)

Administration Committee, 6/20/2016, Recommends to:

2. Change the daily boat launch fee from \$5 to \$6 beginning January 1, 2017, and to budget a set amount of this additional revenue to be placed into a trust fund administered by the Neenah-Menasha Joint Finance and Personnel Committee for water rescue on an annual basis.
3. Add a donation line to the daily and annual boat launch permit forms.

NMFR Joint Finance and Personnel Committee, 6/28/2016, Recommends the approval of :

4. [The proposed ordinance change to Menasha ordinances Sec. 5-3-3 Smoke Detector Requirement to impose a special charge.](#)
5. [The Wisconsin Administrative Code Chapter ATCP 93 Local Program Operator Contract between Wisconsin Department of Agriculture, Trade, and Consumer Protection and Neenah-Menasha Fire Rescue for a time period of January 1, 2016 through December 31, 2017 and authorize Chief Kevin Kloehn to sign this contract on behalf of Neenah-Menasha Fire Rescue.](#)

Plan Commission, 6/21/2016, Recommends Approval of:

6. [The Certified Survey Map at Lake Cottages Estate with the following conditions prescribed by the DOT along with the DOT notation be added to the CSM:](#)
 - a. [All lots within the boundaries of this survey are restricted to Residential/Non-Commercial use only;](#)
 - b. [No direct Public Road Connection will be allowed within the boundary of this CSM; and](#)
 - c. [The Public Road shall be extended if either the Fire Lane 3 \(north extension\) or Kernan Ave \(or new road connection to it\) is connected to the boundary of this CSM.](#)

[It is expressly intended that these restrictions are for the benefit of the public and enforceable by the Wisconsin Department of Transportation or its assigns.](#)

Ald. Spencer requested to remove item 2 from Consent Agenda. Ald. Taylor requested to remove item 4 from Consent Agenda. Ald. Benner requested to remove item 6 from Consent Agenda.

Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda items 1, 3, & 5.
Motion carried on roll call 7-0.

H. ITEMS REMOVED FROM THE CONSENT AGENDA

1. Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda item 2, Change the daily boat launch fee from \$5 to \$6 beginning January 1, 2017, and to budget a set amount of this additional revenue to be placed into a trust fund administered by the Neenah-Menasha Joint Finance and Personnel Committee for water rescue on an annual basis.

General discussion ensued on annual amount collected from boat launch fees and how much is budgeted for upkeep of boat launches; Council can determine amount to go towards water rescue at budget time.

Motion carried on roll call 4-3.

Ald. Nichols, Taylor, Keehan, Benner voted yes. Ald. Collier, Zelinski, Spencer voted no.

Moved by Ald. Benner seconded by Ald. Keehan to approve Consent Agenda item 4, the proposed ordinance change to Menasha ordinances Sec 5-3-3 Smoke Detector Requirement to impose a special charge.

General discussion ensued on the requirement to have detectors in homes; cost of installing detectors; donations received for detectors; notification to property owners.

Motion carried on roll call 7-0.

H. ITEMS REMOVED FROM THE CONSENT AGENDA, cont'd.

Moved by Ald. Benner seconded by Ald. Collier to approve Consent Agenda item 6, The Certified Survey Map at Lake Cottages Estate with the following conditions prescribed by the DOT along with the DOT notation be added to the CSM:

- a. All lots within the boundaries of this survey are restricted to Residential/Non-Commercial use only;
- b. No direct Public Road Connection will be allowed within the boundary of this CSM; and
- c. The Public Road shall be extended if either the Fire Lane 3 (north extension) or Kernan Ave (or new road connection to it) is connected to the boundary of this CSM.

It is expressly intended that these restrictions are for the benefit of the public and enforceable by the Wisconsin Department of Transportation or its assigns.

General discussion ensued on requirement of DOT.

Motion carried on roll call 7-0.

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 6/23/2016-6/30/2016 in the amount of \\$1,528,697.88](#)

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

Ald. Nichols requested to separate check #54413 to Rebecca Nichols. She will be abstaining from voting on this check.

Motion to approve accounts payable and payroll excluding check #54413 carried on roll call 7-0.

Motion to approve check #54413 carried on roll call 6-0. Ald. Nichols abstained.

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

Moved by Ald. Nichols seconded by Ald. Keehan to approve beverage operator's license applications as listed in memo dated 6/29/16.

Motion carried on roll call 7-0.

3. Authorization for the City of Menasha to challenge The Village of Harrison Annexations

- i. [Luniak Annexation, May 31, 2016](#)
- ii. [Smith & Wosner Annexation, May 31, 2016](#)

CA Captain explained the City is currently in litigation with Village of Harrison for annexation of property within the City's growth area. There are two more recent annexations in the City's growth area. She is asking if the Council would like to challenge these annexations.

Moved by Ald. Keehan seconded by Ald. Collier to authorize City Attorney to challenge the Village of Harrison Annexations - Luniak Annexation and Smith & Wosner Annexation.

Motion carried on roll call 7-0.

J. HELD OVER BUSINESS

1. [Liquor License Applications for 2016-2017 licensing year.](#)

a. Liquor License Application for Rebecca Mader, d/b/a Your Daily Grind, 204 Main Street
Clerk Galeazzi reported all financial obligations to the City are current. Staff recommends approving the liquor license.

Moved by Ald. Taylor seconded by Ald. Keehan to approve liquor license application for Rebecca Mader, d/b/a Your Daily Grind, 204 Main Street.

Motion carried on roll call 7-0.

J. HELD OVER BUSINESS, cont'd.

1. [Liquor License Applications for 2016-2017 licensing year.. cont'd.](#)

- b. Liquor License Application for Margaritaville Lounge LLC, Jennifer Almeida Sandoval/Agent, 6 Tayco Street

Clerk Galeazzi reported the final inspections have not been done. The applicant reported they are waiting for the electrical work to be completed before inspections can be done. The electrical work should be completed by July 18.

Moved by Ald. Benner seconded by Ald. Taylor to postpone to July 18, 2016.
Motion carried on voice vote.

K. ORDINANCES AND RESOLUTIONS

1. [O-6-16 Ordinance Amending Title 5, Chapter 3 of the Code of Ordinances \(Smoke Detectors\). Introduced by Alderman Keehan.](#)

Moved by Ald. Benner seconded by Ald. Keehan to approve O-6-16 Ordinance Amending Title 5, Chapter 3 of the Code of Ordinances (Smoke Detectors).

Motion carried on roll call 7-0.

2. [R-23-16 Resolution Supporting Application for a 2016 Wisconsin RPC and DNR Emerald Ash Borer \(AEB\) Mitigation Grant Program. Introduced by Mayor Merkes.](#)

No action.

L. APPOINTMENTS

None

M. CLAIMS AGAINST THE CITY

1. [A motion is in order for the Common Council to issue a formal notice of disallowance for the claim of Chad Myhill and that he be advised of his statutory rights pursuant to Wis. Stats. 893.80.](#)

CA Captain explained Mr. Myhill provides no evidence that the City was negligent for the sewer/water in his basement.

Moved by Ald. Nichols seconded by Ald. Keehan to deny the claim of Chad Myhill and that he be advised of his statutory rights pursuant to Wis. Stats. 893.80.

Motion carried on roll call 7-0.

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

Kathy Stahl, 225 Railroad Street, Menasha. Signage at Broad Street parking ramp only states private parking hours, does not indicate public parking hours.

Mike Hagens, N319 Breezewood Drive, Appleton. Asking City to work with Waverly Sanitary District to issue permits for Woodland Hills Subdivision.

O. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Keehan to adjourn at 7:50 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk

**LICENSE FOR A
PRIVATE ROAD CROSSING**

North Channel Bridge Recreational Trail

This License for a Private Road Crossing ("Agreement"), made and entered into as of the _____ day of _____, 2016, by and between the WISCONSIN CENTRAL LTD. (hereinafter referred to as "Railroad Company") whose mailing address is 17641 S. Ashland Avenue, Homewood, Illinois 60430-1345 CITY OF MENASHA, WISCONSIN (hereinafter referred to as "Licensee") whose mailing address is 140 Main St, Menasha, WI 54952.

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and agreements herein set forth, Railroad Company, insofar as it lawfully may, does hereby grant unto Licensee a right or license to construct, maintain and use a private vehicular road upon, over and across the property or right-of-way of Railroad Company (including the track located thereon) at Railroad Milepost 207.00 of the Manitowoc Sub /Old FVW Mainline in Menasha, WI as shown on the print attached hereto as Exhibit A and made a part hereof,

Licensee shall pay to Railroad Company upon execution of this Agreement the sum of **\$750.00** for preparation and handling of this Agreement. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this Agreement,

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

UPON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS.

- (a) Railroad Company's Property. "Railroad Company's Property" shall mean the property shown on the attached print, to the extent owned by Railroad Company, whether owned in full ownership or as a servitude, easement, or right-of-way, including Railroad Company's track, the land on which the track is situated, and any adjacent land of Railroad Company on either side of the track.
- (b) License. "License" shall mean the right granted by Railroad Company to Licensee to construct, maintain and use a private vehicular road, together with a private pedestrian walkway, under the terms and conditions set forth hereinafter.

- (c) License Area. "License Area" shall mean that portion of Railroad Company's Property over and across which the license is granted. The License Area extends from one edge of the Railroad Company's Property across the track to the opposite edge of the Railroad Company's Property and measures a distance of approximately 16 feet in width on either side of the center line of the roadway, all as more fully shown on the attached print.
- (d) Roadway. "Roadway" shall mean the roadway approaches on either side of the Crossing Proper within the License Area including that portion between tracks where multiple tracks exist.
- (e) Crossing Proper. "Crossing Proper" shall mean that portion of the License Area encompassing an area from end-of-tie to end-of-tie and from end-of-surface to end-of-surface, with a total surface width of approximately 16 feet.
- (f) Licensee's Property. "Licensee's Property" shall mean the property or estate of Licensee to and from which this Agreement provides ingress and egress for Licensee's benefit and use.
- (g) Cost. "Cost" shall mean the actual cost of labor, outside services, equipment and materials plus Railroad Company's then current customary additives for overhead and other indirect costs.

2. USE.

- (a) This Agreement shall only affect and burden the License Area and no other portion of Railroad Company's Property, and the Roadway and Crossing Proper shall be constructed, located, and maintained entirely within the License Area. Licensee shall have no right to use or cross any other portion of Railroad Company's Property or to use the Roadway and Crossing Proper for any purposes other than as expressly permitted herein, and Licensee, as a further consideration, cause, and condition without which this Agreement would not have been granted, agrees to restrict its and its employees', agents' and invitees' use to those purposes and then only to said location and no other for crossing the Railroad Company's Property, including the track.
- (b) Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger Railroad Company's operations or facilities.
- (c) Licensee shall require and shall take all steps necessary to ensure that all persons using the Roadway and Crossing Proper come to a complete stop, look carefully for approaching trains before fouling or crossing Railroad Company's tracks, and yield to any approaching train.

- (d) The Roadway and Crossing Proper shall be used only by Licensee and its employees, agents, contractors, patrons and invitees and then only for private ingress to and egress from Licensee's Property.
- (e) The Roadway and Crossing Proper shall not be used by vehicles of a size, configuration or weight that would damage the tracks, equipment, installations, or facilities of Railroad Company or any equipment, installations, or facilities located on Railroad Company's Property but belonging to third persons unless approved in advance in writing by Railroad Company and then only after suitable precautions have been taken to avoid any such damage.

3. TERM.

- (a) This Agreement shall become effective as of the date first written above and shall continue in effect thereafter until terminated in one of the manners set forth below:
 - (i.) Either party may at any time give the other party written notice of termination specifying the date on which termination shall be effective, provided that such notice shall be delivered at least thirty (30) days in advance of the proposed date of termination.
 - (ii.) Railroad Company shall have the right to terminate this Agreement immediately upon written notice to Licensee if Licensee at any time breaches or fails to perform any of the terms and conditions hereof;
 - (iii.) This Agreement shall terminate through non- use or in any other manner provided by law.
- (b) Unless the parties mutually agree in writing to leave the Roadway and Crossing Proper in place after termination, the termination of this Agreement shall not be effective until all removal and restoration is complete. Termination of this Agreement shall not release Licensee from any liability or responsibility and duty which accrued prior to such termination, removal and restoration.

4. CONSTRUCTION.

The construction of the Roadway, including the necessary grading, culverts and drainage on each side of the Railroad Company's track, shall be performed by Licensee at its own risk and expense, and to the satisfaction of the Railroad Company's authorized representative. Railroad Company will install the Crossing Proper over its track(s), from end-of-tie to end-of-tie, and make all adjustments required in Railroad Company facilities, if any, at Licensee's sole expense.

5. NOTIFICATION TO RAILROAD COMPANY.

At least ten (10) days prior to entering upon the Roadway for the purpose of performing any construction or maintenance work hereunder, Licensee shall notify Railroad Company in writing of the type of work to be performed and the date such work will commence. The notice shall be sent to the following address:

Regional Chief Engineer
Wisconsin Central Ltd.
17641 South Ashland Avenue
Homewood, IL 60430

6. SIGHTING AT CROSSING.

Licensee shall arrange to keep each quadrant of the intersection of the Roadway with Railroad Company's track free of bushes, trees, weeds, vegetation, and all other obstructions of any kind that could interfere with a motor vehicle operator sighting an approaching train. If Licensee requires access to Railroad Company's property outside the Roadway to satisfy this requirement, Licensee shall obtain written permission from Railroad Company's authorized representative.

7. RAISING WIRE LINES.

If it should be necessary to raise any wires on Railroad Company's property to provide safe clearance for vehicles, Licensee shall make all arrangements therefor at its own sole risk and expense.

8. MAINTENANCE.

Licensee shall, at its own risk and expense, maintain said Roadway in good and safe condition commensurate with its intended use. Railroad Company shall, at the sole risk and expense of Licensee, maintain the Crossing Proper, however, Railroad Company shall have the right, but not the duty, to perform at Licensee's sole risk and expense, any repair or maintenance on the Roadway that Railroad Company considers reasonably necessary and Licensee shall pay the cost thereof upon receipt of a bill whether made at Licensee's request or otherwise.

9. CROSSING TO BE KEPT FREE OF DEBRIS.

Licensee shall at all times during the term of this Agreement, keep the Railroad Company's track and flangeway free of dirt, rocks or other debris or obstructions (including obstructions to proper drainage) of any kind, and will not permit any condition which might interfere with the safe and efficient operation of

trains over the Crossing Proper, or which might damage equipment or facilities belonging to Railroad Company or others, or which might constitute a safety hazard of any kind. If at any time Licensee shall fail to do so, Railroad Company may, at its option, remove any dirt, rocks, debris or obstructions, and Licensee will pay Railroad Company the cost thereof promptly upon receipt of bill therefor. If the continued or repeated presence of dirt, rocks, debris or obstructions should, in the opinion of Railroad Company, create an operating hazard, Railroad Company may provide protective services at Licensee's expense until such condition is corrected in a manner reasonably satisfactory to Railroad Company, or at its option may immediately terminate this Agreement.

10. UNAUTHORIZED USE.

It shall be Licensee's responsibility and duty to prevent all unauthorized persons from using the License Area and nothing herein shall be construed to relieve Licensee of this responsibility and duty.

11. GATES AND FLAGGING.

Licensee shall, at its own risk and expense, install and maintain any gate or other barrier which Railroad Company indicates is reasonably necessary and shall keep the gates closed when the License Area is not in actual use. Licensee shall, at its own risk and expense, provide whatever protective services Railroad Company shall indicate is necessary. Railroad Company shall have the right, but not the duty, to provide any such protection at Licensee's sole risk and expense and Licensee shall prepay the cost thereof. It is further understood and acknowledged by Licensee that Railroad Company has no obligation or duty to determine the need for any gate or other barrier or the need for protective services.

12. SIGNS, SIGNALS AND WARNING DEVICES.

Railroad Company, at Licensee's sole cost and expense, shall provide, install and thereafter maintain not less than one (1) " PRIVATE CROSSING" sign and post, not less than one ENS sign and two (2) flanger signs and posts (if necessary). It is the Licensee's responsibility to notify Railroad Company of missing or damaged signs and those needing refurbishing.

Licensee acknowledges that Railroad Company has no obligation or duty to give audible warning of the approach of a train, nor erect whistle posts, nor reduce the speed of its trains, nor alter its operations in any manner, owing to the presence or existence of the roadway and crossing proper or other use or exercise of the right or license granted herein. Licensee assumes, at its own risk and expense, sole responsibility for determining if any additional signs, signals or other warning devices are necessary or appropriate for the safety of persons using the License Area and specifically acknowledges that Railroad Company has no obligation or duty whatever to make any such determination. If the installation of any signs,

signals or warning devices on the License Area is presently or hereafter required by Railroad Company, law or by competent public authority, or is otherwise requested by Licensee, same shall conform to any then currently applicable practices of the Railroad Company for such devices as to design, material and workmanship and all costs incurred by the Railroad Company related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee.

13. INDEMNITY.

AS A FURTHER CONSIDERATION FOR THE LICENSE HEREIN GRANTED, AND AS A CONDITION WITHOUT WHICH THE LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OF ANY NEGLIGENCE OR OTHER LEGAL FAULT BY OR ON THE PART OF RAILROAD COMPANY OR ITS OFFICERS, EMPLOYEES OR AGENTS, FULLY TO DEFEND, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY AND ITS OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION, AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY (INCLUDING ALL LIABILITY FOR EXPENSES, ATTORNEY'S FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED),

- (A) FOR DEATH OF OR INJURY TO ANY AND ALL PERSONS, INCLUDING BUT NOT LIMITED TO THE OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES HERETO, AND FOR ANY AND ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO THAT BELONGING TO OR IN THE CUSTODY AND CONTROL OF THE PARTIES HERETO, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE GRANT OR EXERCISE OF THIS LICENSE, THE FAILURE OF LICENSEE TO CONFORM TO THE CONDITIONS OF THIS AGREEMENT, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS AGREEMENT, WORK PERFORMED BY LICENSEE UNDER THE TERMS OF THIS AGREEMENT, OR FROM THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, AND**
- (B) FOR DEATH OF OR INJURY TO THE OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF LICENSEE**

AND FOR ANY AND ALL LOSS, DAMAGE OR INJURY TO THEIR PROPERTY, AND TO ANY PROPERTY BELONGING TO OR IN THE CARE, CUSTODY OR CONTROL OF LICENSEE, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE CONDUCT OF ANY RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH THE HEREIN CONFERRED LICENSE IS GRANTED OR EXERCISED.

IT IS THE INTENTION OF THE PARTIES HERETO THAT LICENSEE SHALL BY SOLELY RESPONSIBLE FOR ALL SUCH DESTRUCTION OR DAMAGE TO PROPERTY OR FOR PERSONAL INJURY TO OR DEATH OF ANY PERSONS WHICH WOULD NOT HAVE OCCURRED IF SUCH PRIVATE ROAD CROSSING HAD NEVER BEEN CONSTRUCTED OR USED.

LICENSEE SHALL AT ITS SOLE EXPENSE JOIN IN OR ASSUME, AT THE ELECTION AND ON DEMAND OF RAILROAD COMPANY, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION HEREUNDER ARISING. THE WORD "RAILROAD COMPANY" AS USED IN THIS SECTION SHALL INCLUDE THE ASSIGNS OF RAILROAD COMPANY AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS CROSSING THE LICENSE AREA.

14. INSURANCE.

Licensee shall procure and maintain during the life of this Agreement COMMERCIAL GENERAL LIABILITY INSURANCE which will insure the indemnity undertaking hereinabove set forth. Such insurance shall have a minimum combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 per annual policy period and said insurance shall be deemed primary as it relates to this Agreement. Licensee shall furnish the Railroad Company at the address shown below in this Section with a certificate evidencing that such insurance is in full force and effect and that the same will not be cancelled, terminated, or not renewed without at least thirty (30) days advance written notice by the insurance carrier to the Railroad Company. Such insurance shall include a complete waiver of subrogation by the insurer, a removal of any railroad exclusion through issuance of endorsement CG 24 17, and inclusion of the Railroad Company as an additional insured. In addition to other information, the certificate shall contain the following language:

Notwithstanding anything contained therein to the contrary, the Commercial Liability Insurance hereinabove referred to is extended to specifically insure the indemnity obligations assumed by **CITY OF MENASHA, WI** under Section 13 of an Agreement dated _____ with Wisconsin Central Ltd. covering use of Railroad Company's Property for a private road crossing. Insurer shall not

cancel, terminate, or allow to lapse by reason of nonrenewal the policy without providing Wisconsin Central Ltd. at least thirty (30) days' advance written notice, said notice to be sent via certified mail to:

Regional Chief Engineer
Wisconsin Central Ltd.
17641 Ashland Avenue
Homewood, Illinois 60430-1345

15. REMOVAL OF ROADWAY AND CROSSING PROPER.

Prior to termination of this Agreement, Licensee shall remove its Roadway from Railroad Company's Property (except for the Crossing Proper located between the ends of ties) and restore the Railroad Company's Property, as near as may be, to its former condition insofar as such restoration may in the opinion of Railroad Company's duly authorized representative be practical, all at Licensee's sole risk and expense. If Licensee fails to so remove and restore, Railroad Company shall have the right, but not the obligation, to do so at Licensee's sole risk and expense. Upon termination, Railroad Company shall have the right, but not the duty, to remove the Roadway and Crossing Proper and to restore the Railroad Company's Property, all at Licensee's sole risk and expense. Licensee shall pay the cost of any work performed by Railroad Company upon presentation of a bill. Railroad Company shall have the right to require Licensee to deposit the estimated cost of any or all removal or restoration work involving the Roadway and/or Crossing Proper or to furnish an acceptable performance bond in such amount upon execution of this Agreement or at any time thereafter to assure complete performance under this Section.

16. ASSIGNMENT.

Licensee shall not have the right to assign this Agreement without first obtaining the consent in writing of the Railroad Company, which consent will not be unreasonably withheld.

17. TAXES.

The Licensee shall pay all taxes, general and special, license fees or other charges which may become due or which may be assessed against the premises of the Railroad Company because of the construction, existence, operation or use of said Roadway and Crossing Proper, or the business conducted in connection with said facility, and shall reimburse the Railroad Company for any such taxes, license fees or other charges which may be paid by the Railroad Company upon the presentation of bills therefor.

18. NON-CONVERSION TO PUBLIC USE.

Licensee agrees to take no action of any kind whatsoever or to allow any third person to take any action which would result in the conversion of this License Area from a private road crossing to a public road crossing over Railroad Company's Property. In the event of a breach of this condition by the Licensee, the Licensee shall be liable for all damages incurred by the Railroad Company as a result of such breach.

19. BILLS.

All bills submitted by the Railroad Company to Licensee pursuant to the terms of this Agreement shall be paid by Licensee within fifteen (15) days of receipt thereof.

20. ENFORCEABILITY.

In the event that any parts, sections or other portions of this Agreement are found unenforceable under the applicable law of any courts having jurisdiction over this Agreement, the remaining parts, sections or other portions thereof and the enforcement of same shall not be affected and shall otherwise remain in full effect and enforceable.

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

WISCONSIN CENTRAL LTD.

By _____
Tom Bourgonje
Regional Chief Engineer Regional Chief

CITY OF MENASHA

By _____

Title: _____

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE WISCONSIN CENTRAL LTD.

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. Minimum information required of the Licensee and/or their contractor when contacting e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.

- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s) , and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property. Any accidents / incidents occurring on Railroad Company property, that result in or had the potential of causing serious injury, lost work days, vehicle or property damage must be

reported to the Railroad Company representative within 24 hours. All such incidents will be fully investigated by the Licensee and/or their contractor. The Licensee shall subsequently provide a written report to Engineering Manager of Railroad Company, or their authorized representative, within seven (7) days detailing the nature of the incident, the cause(s), regulatory authorities notified, and a specific action plan to prevent recurrence.

Licensee shall promptly notify Railroad Company of any releases of fuel or other equipment fluids from Licensee's activities hereunder that exceed five (5) gallons in volume. Releases of fuel or fluids amounting to five (5) gallons or less shall be documented by Licensee and reported to Railroad Company on a monthly basis. Licensee shall be solely responsible for reporting a) releases of hazardous substances, materials and wastes from Licensee's activities hereunder in excess of the reportable quantity, and b) releases of petroleum products from Licensee's activities hereunder causing a sheen on any water of the United States, to the appropriate governmental authorities and the Railroad Company.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track

Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition

satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: _____

Pamela Captain

From: Ken Horner <kah@cvmic.com>
Sent: Wednesday, July 13, 2016 9:27 AM
To: Pamela Captain
Cc: Mike DeMoss
Subject: Re: Insurance Premium Question

Good morning Pam - Mike forwarded your question regarding the attached agreement. The City's liability premium will not change as a result of this agreement. The crossing agreement does create a potential exposure to the City's self-insured retention because of the indemnification provisions, however, this is no different than many other situations the City encounters in the course of providing amenities for the public. As always, the exposure can be mitigated by ensuring the area around the crossing is properly maintained and periodically inspected (and documented). Let me know if you have any questions or need additional information.

Sent from my iPad

On Jul 13, 2016, at 7:54 AM, Mike DeMoss <mld@cvmic.com> wrote:

Ken: Can you help Pam with this question. Mike

From: Pamela Captain [<mailto:pcaptain@ci.menasha.wi.us>]
Sent: Tuesday, July 12, 2016 4:18 PM
To: Mike DeMoss <mld@cvmic.com>
Subject: Insurance Premium Question

Good afternoon, Mike –

Menasha is working on a new walking/biking trail project which location requires that we secure a railroad crossing permit. The railroad has agreed to a ½ switchback crossing. Attached is the license contract provided by the railroad. At our last common council meeting an alderman asked to the effect, “How much will our liability insurance increase as a result of the railroad crossing?” and stated “I think we should put in a full switchback crossing.” Can you provide some input? If I can provide further details let me know. Thank you, Pam

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

(920) 967-3608
(920) 967-3602 Direct
(920) 967-5273 fax

As a local governmental entity, the City of Menasha is subject to Wisconsin statutes relating to open records. Any e-mail received by anyone at the City of Menasha, as well as any e-mail sent

895.519 DAMAGES, LIABILITY, MISCELLANEOUS COURT Updated 13–14 Wis. Stats. 30 PROVISIONS

(5) Nothing in this section affects the assumption of risk under s. 895.525 by a person participating in a recreational activity including camping.

History: 2015 a. 293; s. 13.92 (1) (bm) 2.

895.52 Recreational activities; limitation of property owners' liability. (1) DEFINITIONS. In this section:

(ag) "Agricultural tourism activity" means an educational or recreational activity that takes place on a farm, ranch, grove, or other place where agricultural, horticultural, or silvicultural crops are grown or farm animals or farmed fish are raised, and that allows visitors to tour, explore, observe, learn about, participate in, or be entertained by an aspect of agricultural production, harvesting, or husbandry that occurs on the farm, ranch, grove, or other place.

(ar) "Governmental body" means any of the following:

1. The federal government.
2. This state.
3. A county or municipal governing body, agency, board, commission, committee, council, department, district or any other public body corporate and politic created by constitution, statute, ordinance, rule or order.
4. A governmental or quasi-governmental corporation.
5. A formally constituted subunit or an agency of subd. 1., 2., 3. or 4.

(b) "Injury" means an injury to a person or to property.

(c) "Nonprofit organization" means an organization or association not organized or conducted for pecuniary profit.

(d) "Owner" means either of the following:

1. A person, including a governmental body or nonprofit organization, that owns, leases or occupies property.
2. A governmental body or nonprofit organization that has a recreational agreement with another owner.

(e) "Private property owner" means any owner other than a governmental body or nonprofit organization.

(f) "Property" means real property and buildings, structures and improvements thereon, and the waters of the state, as defined under s. 281.01 (18).

(g) "Recreational activity" means any outdoor activity undertaken for the purpose of exercise, relaxation or pleasure, including practice or instruction in any such activity. "Recreational activity" includes hunting, fishing, trapping, camping, picnicking, exploring caves, nature study, bicycling, horseback riding, bird-watching, motorcycling, operating an all-terrain vehicle or utility terrain vehicle, operating a vehicle, as defined in s. 340.01 (74), on a road designated under s. 23.115, recreational aviation, ballooning, hang gliding, hiking, tobogganing, sledding, sleigh riding, snowmobiling, skiing, skating, water sports, sight-seeing, rock-climbing, cutting or removing wood, climbing observation towers, animal training, harvesting the products of nature, participating in an agricultural tourism activity, sport shooting and any other outdoor sport, game or educational activity. "Recreational activity" does not include any organized team sport activity sponsored by the owner of the property on which the activity takes place.

(h) "Recreational agreement" means a written authorization granted by an owner to a governmental body or nonprofit organization permitting public access to all or a specified part of the owner's property for any recreational activity.

(hm) "Recreational aviation" means the use of an aircraft, other than to provide transportation to persons or property for compensation or hire, upon privately owned land. For purposes of this definition, "privately owned land" does not include a public-use airport, as defined in s. 114.002 (18m).

(j) "Residential property" means a building or structure designed for and used as a private dwelling accommodation or private living quarters, and the land surrounding the building or structure within a 300-foot radius.

(2) NO DUTY; IMMUNITY FROM LIABILITY. (a) Except as provided in subs. (3) to (6), no owner and no officer, employee or agent of an owner owes to any person who enters the owner's property to engage in a recreational activity:

1. A duty to keep the property safe for recreational activities.
2. A duty to inspect the property, except as provided under s. 23.115 (2).
3. A duty to give warning of an unsafe condition, use or activity on the property.

(b) Except as provided in subs. (3) to (6), no owner and no officer, employee or agent of an owner is liable for the death of, any injury to, or any death or injury caused by, a person engaging in a recreational activity on the owner's property or for any death or injury resulting from an attack by a wild animal.

(3) LIABILITY; STATE PROPERTY. Subsection (2) does not limit the liability of an officer, employee or agent of this state or of any of its agencies for either of the following:

(a) A death or injury that occurs on property of which this state or any of its agencies is the owner at any event for which the owner charges an admission fee for spectators.

(b) A death or injury caused by a malicious act or by a malicious failure to warn against an unsafe condition of which an officer, employee or agent knew, which occurs on property designated by the department of natural resources under s. 23.115 or designated by another state agency for a recreational activity.

(4) LIABILITY; PROPERTY OF GOVERNMENTAL BODIES OTHER THAN THIS STATE. Subsection (2) does not limit the liability of a governmental body other than this state or any of its agencies or of an officer, employee or agent of such a governmental body for either of the following:

(a) A death or injury that occurs on property of which a governmental body is the owner at any event for which the owner charges an admission fee for spectators.

(b) A death or injury caused by a malicious act or by a malicious failure to warn against an unsafe condition of which an officer, employee or agent of a governmental body knew, which occurs on property designated by the governmental body for recreational activities.

(5) LIABILITY; PROPERTY OF NONPROFIT ORGANIZATIONS. Subsection (2) does not limit the liability of a nonprofit organization or any of its officers, employees or agents for a death or injury caused by a malicious act or a malicious failure to warn against an unsafe condition of which an officer, employee or agent of the nonprofit organization knew, which occurs on property of which the nonprofit organization is the owner.

(6) LIABILITY; PRIVATE PROPERTY. Subsection (2) does not limit the liability of a private property owner or of an employee or agent of a private property owner whose property is used for a recreational activity if any of the following conditions exist:

(a) The private property owner collects money, goods or services in payment for the use of the owner's property for the recreational activity during which the death or injury occurs, and the aggregate value of all payments received by the owner for the use of the owner's property for recreational activities during the year in which the death or injury occurs exceeds \$2,000. The following do not constitute payment to a private property owner for the use of his or her property for a recreational activity:

1. A gift of wild animals or any other product resulting from the recreational activity.
2. An indirect nonpecuniary benefit to the private property owner or to the property that results from the recreational activity.
3. A donation of money, goods or services made for the management and conservation of the resources on the property.
4. A payment of not more than \$5 per person per day for permission to gather any product of nature on an owner's property.
5. A payment received from a governmental body.
6. A payment received from a nonprofit organization for a recreational agreement.

7. A payment made to purchase products or goods offered for sale on the property.

(b) The death or injury is caused by the malicious failure of the private property owner or an employee or agent of the private property owner to warn against an unsafe condition on the property, of which the private property owner knew.

(c) The death or injury is caused by a malicious act of the private property owner or of an employee or agent of a private property owner.

(d) The death or injury occurs on property owned by a private property owner to a social guest who has been expressly and individually invited by the private property owner for the specific occasion during which the death or injury occurs, if the death or injury occurs on any of the following:

1. Platted land.
2. Residential property.

3. Property within 300 feet of a building or structure on land that is classified as commercial or manufacturing under s. 70.32 (2) (a) 2. or 3.

(e) The death or injury is sustained by an employee of a private property owner acting within the scope of his or her duties.

(7) **NO DUTY OR LIABILITY CREATED.** Except as expressly provided in this section, nothing in this section, s. 101.11, or s. 895.529 nor the common law attractive nuisance doctrine creates any duty of care or ground of liability toward any person who uses another's property for a recreational activity.

History: 1983 a. 418; 1985 a. 29; 1989 a. 31; 1995 a. 27, 223, 227; 1997 a. 242; 2011 a. 93, 208; 2013 a. 20, 269, 318; 2015 a. 195.

NOTE: 1983 Wis. Act 418 contains a statement of legislative intent in section 1.

A municipality is immune from liability for a defective highway or public sidewalk only when the municipality has turned the highway or sidewalk over, at least in part, to recreational activities and when damages result from recreational activity. *Bystery v. Village of Sauk City*, 146 Wis. 2d 247, 430 N.W.2d 611 (Ct. App. 1988).

"Recreational activity" does not apply to random wanderings of a young child that are not similar to activities listed in sub. (1) (g). *Shannon v. Shannon*, 150 Wis. 2d 434, 442 N.W.2d 25 (1989).

The state's role as trustee of public waters is equivalent to ownership, giving rise to recreational immunity. *Sauer v. Reliance Insurance Company*, 152 Wis. 2d 234, 448 N.W.2d 256 (Ct. App. 1989).

Indirect pecuniary benefits constitute "payment" under sub. (6) (a). *Douglas v. Dewey*, 154 Wis. 2d 451, 453 N.W.2d 500 (Ct. App. 1990).

"Injury" under sub. (1) (b) includes death. *Moua v. Northern States Power Co.* 157 Wis. 2d 177, 458 N.W.2d 836 (Ct. App. 1990).

By providing a lifeguard a landowner does not assume a duty to provide lifeguard services in a non-negligent manner. *Ervin v. City of Kenosha*, 159 Wis. 2d 464, 464 N.W.2d 654 (1991).

For purposes of sub. (4) (b), conduct is "malicious" when it is the result of hatred, ill will, or revenge, or is undertaken when insult or injury is intended. *Ervin v. City of Kenosha*, 159 Wis. 2d 464, 464 N.W.2d 654 (1991).

Immunity is not limited to injuries caused by defects in property itself, but applies to all injuries sustained during use. *Johnson v. City of Darlington*, 160 Wis. 2d 418, 466 N.W.2d 233 (Ct. App. 1991).

A young child's inability to intend to engage in recreational activity does not render landowner immunity inapplicable when the activity is recreational in nature. *Nelson v. Schreiner*, 161 Wis. 2d 798, 469 N.W.2d 214 (Ct. App. 1991).

Illegal gambling conducted by a club occupying city park land placed the club outside the protection of the immunity statute. *Lee v. Elk Rod & Gun Club Inc.* 164 Wis. 2d 103, 473 N.W.2d 581 (Ct. App. 1991).

A party is not immune as an occupant when evidence unequivocally shows intentional and permanent abandonment of the premises had occurred. *Mooney v. Royal Ins. Co.* 164 Wis. 2d 516, 476 N.W.2d 287 (Ct. App. 1991).

Walking to or from a non-immune activity does not change a landowner's status. *Hupf v. City of Appleton*, 165 Wis. 2d 215, 477 N.W.2d 69 (Ct. App. 1991).

Sub. (2) (b) does not require a person injured by a wild animal to be engaged in a recreational activity for immunity to attach to the property owner. A captive deer is a wild animal. *Hudson v. Janesville Conservation Club*, 168 Wis. 2d 436, 484 N.W.2d 132 (1992).

A municipal pier was the type of property intended to be covered by the recreational immunity statute. *Crowbridge v. Village of Egg Harbor*, 179 Wis. 2d 565, 508 N.W.2d 15 (Ct. App. 1993).

A church that paid a fee to reserve park space, including a ball diamond, for a picnic where a "pickup" softball was played was not a sponsor of an organized team sport activity under sub. (1) (g). *Weina v. Atlantic Mutual Ins. Co.* 179 Wis. 2d 774, 508 N.W.2d 67 (Ct. App. 1993).

Whether a person intended to engage in recreational activity is not dispositive in determining whether recreational activity is engaged in. The nature and purpose of the activity must be given primary consideration. *Linville v. City of Janesville*, 184 Wis. 2d 705, 516 N.W.2d 427 (1994).

Recreational immunity does not extend to activities of the landowner acting independently of its functions as owner. Immunity did not apply to city paramedics pro-

viding service to an accident victim at a city park. *Linville v. City of Janesville*, 184 Wis. 2d 705, 516 N.W.2d 427 (1994).

Limited liability for nonprofit organizations is not unconstitutional on equal protection grounds. *Szarzynski v. YMCA, Camp Minikani*, 184 Wis. 2d 875, 517 N.W.2d 135 (1994).

Visiting a neighbor to say hello is not a recreational activity under this section. *Sievert v. American Family Mut. Ins. Co.* 190 Wis. 2d 413, 528 N.W.2d 413 (1995).

That a local firefighter's picnic generated profits that were used for park maintenance and improvements and the purchase of fire equipment did not result in the event being a commercial, rather than recreational, activity under this section. *Fischer v. Doylestown Fire Department*, 199 Wis. 2d 83, 549 N.W.2d 575 (Ct. App. 1995), 95-0796.

Land need not be open for recreational use for immunity to apply under this section. The focus is on the activity of the person who enters on and uses the land. Immunity applies without regard to the owner's permission. *Verdoljak v. Mosinee Paper Corp.* 200 Wis. 2d 624, 547 N.W.2d 602 (1996), 94-2549.

An activity essentially recreational in nature will not be divided into component parts, at one moment recreational and at another not, in applying this section. *Verdoljak v. Mosinee Paper Corp.* 200 Wis. 2d 624, 547 N.W.2d 602 (1996), 94-2549.

Recreational immunity does not attach to a landowner when an act of the landowner's officer, employee, or agent that is unrelated to the maintenance or condition of the land causes injury to a recreational land user. *Kosky v. International Association of Lions Clubs*, 210 Wis. 2d 463, 565 N.W.2d 260 (Ct. App. 1997), 96-2532.

A portable ice shanty located on a frozen lake does not qualify as recreational "property," and its presence on the lake is insufficient to establish its owner as an "occupant" of the lake entitled to recreational immunity. *Doane v. Helenville Mutual Insurance Co.* 216 Wis. 2d 345, 575 N.W.2d 734 (Ct. App. 1998), 97-1420.

Walking for exercise through a park on the way to do errands was a recreational activity. *Lasky v. City of Stevens Point*, 220 Wis. 2d 1, 582 N.W.2d 64 (Ct. App. 1998), 97-2728.

To find immunity under this section, the court must examine not only the plaintiff's reason for being on the property, but also the activity taking place on the property. While a spectator's presence at a school football game is recreational, the exception from landowner immunity for injuries incurred in recreational activities for sponsors of organized sports extends to spectators, not just participants. *Meyer v. School District of Colby*, 226 Wis. 2d 704, 595 N.W.2d 539 (1999), 98-0482.

An attendee at a fair who was injured while attempting to capture a runaway steer was engaged in recreational activity. There is no "Good Samaritan" exception to the recreational immunity provided by this section. *Schultz v. Grinnell Mutual Reinsurance Co.* 229 Wis. 2d 513, 600 N.W.2d 243 (Ct. App. 1999), 98-3466.

Immunity for nonprofit organizations is not limited to those that act in the public interest and gratuitously open their land to the general public. It is not a violation of equal protection to treat "non-charitable" nonprofit organizations differently than private property owners. *Bethke v. Lauderdale of LaCrosse, Inc.* 2000 WI App 107, 235 Wis. 2d 103, 612 N.W.2d 332, 99-1897.

Although individual condominium unit owners held title to an undivided interest in common areas, a condominium association was an occupant and therefore an owner under sub. (1) (d). *Bethke v. Lauderdale of LaCrosse, Inc.* 2000 WI App 107, 235 Wis. 2d 103, 612 N.W.2d 332, 99-1897.

The owner of property subject to an easement is an "owner" under sub. (1) (d). The plaintiff's walking across the easement to gain access to a boat was recreational as the walk was inextricably connected to recreational activity. The plaintiff user of the easement, who was granted the right to use it by a 3rd-person holder of the easement, was not a social guest of the land owner under sub. (6) (d) expressly and individually invited to use the property. The fact that the easement owner granted the right of use as part of the sale of the boat did not render the landowner exempt from immunity under sub. (6) (a). *Urban v. Grasser*, 2001 WI 63, 243 Wis. 2d 673, 627 N.W.2d 511, 99-0933.

An "owner" under sub. (1) (d) 1. includes an "occupant." A child who is an occupant is capable of extending an invitation that triggers the social guest exception under sub. (6) (d). A guest's continuous act that begins on an owner's property but propels the guest a few feet from the property where an injury occurs compelled the conclusion that sub. (6) (d) must be construed to allow for the extension of the social guest status to the injuries suffered. *Waters v. Pertzborn*, 2001 WI 62, 243 Wis. 2d 703, 627 N.W.2d 497, 99-1702.

This section is liberally construed in favor of property owners when the activity in question is not specifically listed but is substantially similar to listed activities or when the activity is undertaken in circumstances substantially similar to the circumstances of a recreational activity. *Minnesota Fire & Casualty Insurance Co. v. Paper Recycling of LaCrosse*, 2001 WI 64, 244 Wis. 2d 290, 627 N.W.2d 527, 99-0327.

Because a child's subjective assessment of recreational activity could include every form of child's play, an objective, reasonable adult standard must be applied to determine whether a child's play is recreational. Crawling through stacks of baled paper at an industrial site while lighting matches and starting fires was not recreational activity. *Minnesota Fire & Casualty Insurance Co. v. Paper Recycling of LaCrosse*, 2001 WI 64, 244 Wis. 2d 290, 627 N.W.2d 527, 99-0327.

The nature of property can be a significant factor in determining whether an activity is recreational, although it is not dispositive. That a commercial site is used only for a business purpose that is not open to the public, as indicated by a fence to keep people away, argues against children's mischievous conduct on the premises being substantially similar to a recreational activity. *Minnesota Fire & Casualty Insurance Co. v. Paper Recycling of LaCrosse*, 2001 WI 64, 244 Wis. 2d 290, 627 N.W.2d 527, 99-0327.

A deer stand is a "structure" under sub. (1) (f). A structure or improvement need not be owned by the owner of the underlying land to constitute "property" under sub. (1) (f). *Peterson v. Midwest Security Insurance Co.* 2001 WI 131, 248 Wis. 2d 567, 636 N.W.2d 727, 99-2987.

A suit by an elementary school student injured while playing during a mandatory school recess was not barred by this section because the student did not enter the school property to engage in a recreational activity, but for education purposes in order to comply with the state's compulsory attendance and truancy laws. *Auman v. School District of Stanley-Boyd*, 2001 WI 125, 248 Wis. 2d 548, 635 N.W.2d 762, 00-2356.

895.52 DAMAGES, LIABILITY, MISCELLANEOUS COURT Updated 13–14 Wis. Stats. 32
PROVISIONS

Sponsorship under sub. (1) (g) contemplates a relationship between the person or organization paying for or planning the project or activity and the intended beneficiary and envisions a relationship between the sponsor and the activity resulting in financial benefits to the sponsor. That a city sponsored one soccer association did not mean it was a sponsor of all organized soccer team activities on city fields. *Miller v. Wausau Underwriters Insurance Co.* 2003 WI App 58, 260 Wis. 2d 581, 659 N.W.2d 494, 02–1632.

As long as one of the purposes for engaging in the activity is recreation the statute attaches and bars a claim. *Kautz v. Ozaukee County Agricultural Society*, 2004 WI App 202, 276 Wis. 2d 833, 689 N.W.2d 771, 03–3281.

That plaintiff's claim was she was injured when she became infected with E Coli as a result of climbing on farm equipment and not as a result of an activity on land or improvements to land was irrelevant. Whether or not the equipment was property within the meaning of this section, the injuring mechanism was not the farm equipment, but rather the bacteria from animal waste tracked onto the equipment from the defendant's real property and was directly related to the condition or maintenance of the defendant's real property. *Kautz v. Ozaukee County Agricultural Society*, 2004 WI App 202, 276 Wis. 2d 833, 689 N.W.2d 771, 03–3281.

An owner under sub. (1) (d) 1. includes a person who has the actual use of the property without legal title, dominion, or tenancy and encompasses a resident of land who is more transient than either a lessee or an owner. An owner under sub. (1) (d) 2. is a governmental body or nonprofit organization that has a written authorization granted by an owner permitting public access to the owner's property for any recreational activity. It would be unreasonable to allow a snowmobile association immunity if it were granted an easement directly, but disallowing it if the easement went first to a government entity, which then arranged with the association to manage, maintain, and construct the trails necessary for recreational access. *Leu v. Price County Snowmobile Trails Association, Inc.* 2005 WI App 81, 280 Wis. 2d 765, 695 N.W.2d 889, 04–1859.

Walking may or may not be a recreational activity under the statute, depending on the circumstances. Mere presence on property suitable for recreational activity when a plaintiff is injured does not, ipso facto, make this section applicable. Although the injured person's subjective assessment of the activity is pertinent, it is not controlling. A court must consider the nature of the property, the nature of the owner's activity, and the reason the injured person is on the property. A court should consider the totality of circumstances surrounding the activity, including the intrinsic nature, purpose, and consequences of the activity. *Rintelman v. Boys & Girls Clubs of Greater Milwaukee, Inc.* 2005 WI App 246, 288 Wis. 2d 394, 707 N.W.2d 897, 04–2669.

The legislature did not enact this section to stop landowners from engaging in negligent behavior, but to induce property owners to open their land for recreational use. Recreational users are to bear the risk of the recreational activity. *Held v. Ackerville Snow Club*, 2007 WI App 43, 300 Wis. 2d 498, 730 N.W.2d 428, 06–0914.

This section does not distinguish between active and passive negligence. Claims for passive negligence, such as a snowmobile club's alleged failure to retrieve grooming equipment from a trail, were no more viable than claims for active negligence, such as an alleged decision to leave the disabled equipment partially on the trail in a blind curve. All of the acts alleged were related to the condition or maintenance of the snowmobile trail. *Held v. Ackerville Snow Club*, 2007 WI App 43, 300 Wis. 2d 498, 730 N.W.2d 428, 06–0914.

Sub. (1) (c) does not define nonprofit by referencing the chapter under which corporations were incorporated, either ch. 180 or 181, so that factor is not dispositive of the question. It would be an absurd result to read this section as making a for-profit organization out of an organization that throughout its existence has been governed by articles of incorporation that define it as a nonprofit, has been documented by state agencies as a nonprofit, and has been in compliance with IRS regulations as a nonprofit. *De La Trinidad v. Capitol Indemnity Corporation*, 2009 WI 8, 315 Wis. 2d 324, 759 N.W.2d 586, 07–0045.

An occupant under sub. (1) (d) 1. includes persons who, while not owners or tenants, have the actual use of land. Occupant includes one who has the actual use of property without legal title, dominion, or tenancy. In order to give meaning to "occupies," the term should be interpreted to encompass a resident of land who is more transient than either a lessee or an owner. *Milton v. Washburn County*, 2011 WI App 48, 332 Wis. 2d 319, 797 N.W.2d 924, 10–0316.

By including "cutting or removing wood" within the definition of "recreational activity," the legislature made a policy choice that engaging in the activity of "cutting or removing wood" is a recreational activity. In cases in which an individual was injured while engaging in an activity specifically enumerated under the statute, the courts have determined that the activity is "recreational," without examining the various aspects or the purposes of the activity. *WEA Property & Casualty Insurance Company v. Krisik*, 2013 WI App 139, 352 Wis. 2d 73, 841 N.W.2d 290, 11–1335.

For purposes of this section, sub. (1) (d) 1. defines an "owner," as a person "that owns, leases or occupies property." It is not the rule that one occupies property for purposes of the recreational immunity statute only when there is express permission to enter the property. *WEA Property & Casualty Insurance Company v. Krisik*, 2013 WI App 139, 352 Wis. 2d 73, 841 N.W.2d 290, 11–1335.

Case law makes clear that the act of walking to or from an immune activity constitutes recreational activity. *Carini v. ProHealth Care, Inc.* 2015 WI App 61, 364 Wis. 2d 658, 869 N.W.2d 515, 14–1131.

Recreational immunity applies when a temporary condition is placed upon the land. The length of time the allegedly negligent unsafe condition is present does not matter. A temporary, artificial condition may constitute a "condition" of the land under sub. (2) (a) 3. *Carini v. ProHealth Care, Inc.* 2015 WI App 61, 364 Wis. 2d 658, 869 N.W.2d 515, 14–1131.

The defendant hot air balloon company was not entitled to recreational immunity because the defendant was not as an "occupier" of land under sub. (1) (d) 1. None of the prior cases interpreting this section has granted immunity to a 3rd party not responsible for opening up the land to the public. Defining the defendant as an "occupier" would not further the policy of opening as much property as possible for recreational use because the land was already open for public recreational purposes. *Roberts v. T.H.E. Insurance Company*, 2016 WI 20, 367 Wis. 2d 386, ___ N.W.2d ___, 14–1508.

The defendant hot air balloon company was not an owner of property under sub. (1) (d) 1. as the balloon was not a structure and not "property" under sub. (1) (f). The hot air balloon ride was not constructed on real property. It was transient, designed to be moved at the end of the day, and not designed to remain in one place. *Roberts*

v. T.H.E. Insurance Company, 2016 WI 20, 367 Wis. 2d 386, ___ N.W.2d ___, 14–1508.

Wisconsin's Recreational Use Statute: Towards Sharpening the Picture at the Edges. 1991 WLR 491.

Minnesota Fire & Casualty Insurance Co. v. Paper Recycling of LaCrosse: Why Property Owners Should Fear the Mischief of Boys at Play and Wisconsin Supreme Court Justices at Work. *Salva*. 2002 WLR 999.

Wisconsin's Recreational Use Statute. *Pendleton*. Wis. Law. May 1993.

895.523 Recreational activities in a school building or on school grounds; limitation of liability. (1) DEFINITIONS.
 In this section:

(a) "Governing body of a charter school" means the person that operates a charter school established under s. 118.40 (2) or (2m) or the entity that operates a charter school established under s. 118.40 (2r) or (2x).

(b) "Injury" means an injury to a person or to property.

(c) 1. Except as provided in subd. 2., "recreational activity" means all of the following:

a. Any indoor physical activity, sport, team sport, or game, whether organized or unorganized, undertaken for the purpose of exercise, relaxation, diversion, education, or pleasure.

b. Any outdoor activity undertaken for the purpose of exercise, relaxation, or pleasure, including practice or instruction in any such activity. In this subd. 1. b., "outdoor activity" includes hunting, fishing, trapping, camping, picnicking, exploring caves, nature study, bicycling, horseback riding, bird-watching, motorcycling, operating an all-terrain vehicle, ballooning, hang gliding, hiking, tobogganing, sledding, sleigh riding, snowmobiling, skiing, skating, water sports, sight-seeing, rock-climbing, cutting or removing wood, climbing observation towers, animal training, harvesting the products of nature, sport shooting, and any other outdoor sport, game, or educational activity.

2. "Recreational activity" does not include any indoor or outdoor organized team sport or activity organized and held by a school district, school board, or governing body of a charter school.

(d) "Recreational agreement" means a written authorization granted by a school board or the governing body of a charter school to a person that permits public access to all or a specified part of the school grounds for the purpose of any recreational activity and that satisfies the requirements under sub. (5).

(e) "School board" means the school board or board of school directors in charge of the public schools of a school district.

(f) "School building" means a building designed for and used as a school by a school district, by a school board, or by the governing body of a charter school.

(g) "School grounds" means real property, and any school buildings, accessory buildings, structures, and improvements thereon, owned, leased, or rented by a school district, by a school board, or by the governing body of a charter school and used primarily for public school purposes.

(gm) "Spectator" means a person who attends or watches a recreational activity but does not engage or participate in or intend to engage or participate in the recreational activity.

(h) "Sport" means an activity requiring physical exertion and skill and which, by its nature and organization, is competitive and includes a set of rules for play.

(2) NO DUTY; IMMUNITY FROM LIABILITY. (a) Except as provided in sub. (3), no school district, no school board, no governing body of a charter school, and no officer, employee, or agent of a school board or of a governing body of a charter school, owes to any person who enters the school grounds of the school board or of the governing body of a charter school to engage or participate in a recreational activity held pursuant to a recreational agreement any of the following:

1. A duty to keep the school grounds safe for the recreational activity.

2. A duty to inspect the school grounds.



STREET USE APPLICATION

Event: Twisted Pistons Cruise In

Sponsored by: Twisted Pistons Inc

Responsible Person: Nicholas Jerne

Address: 426 Broad Street
Menasha, WI 54952

Street Use Date: 8-18-2016
Start Time: 12:00pm
End Time: 10:00pm
Number of Units: 0
(Parades)

Email Address: twistedpistons426@gmail.com Phone: 920-727-1826

Street Route: Main Street - Milwaukee to Jitters
Description of Use (attach map)

Liability Insurance has been secured in the amount of \$ 2,000,000.00 with the City of Menasha named as the additional insured. This is primary insurance.
Insurance Company HUB International Insurance Services Inc. Policy No. AR6360147
(Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured).

Date: 6-16-2016 Applicant's Signature: Nicholas Jerne

Permit Fee: Each application for a Street Use Permit shall be accompanied by a fee of \$25.00 along with a Special Event Fee of \$25. Please make checks payable to City of Menasha.

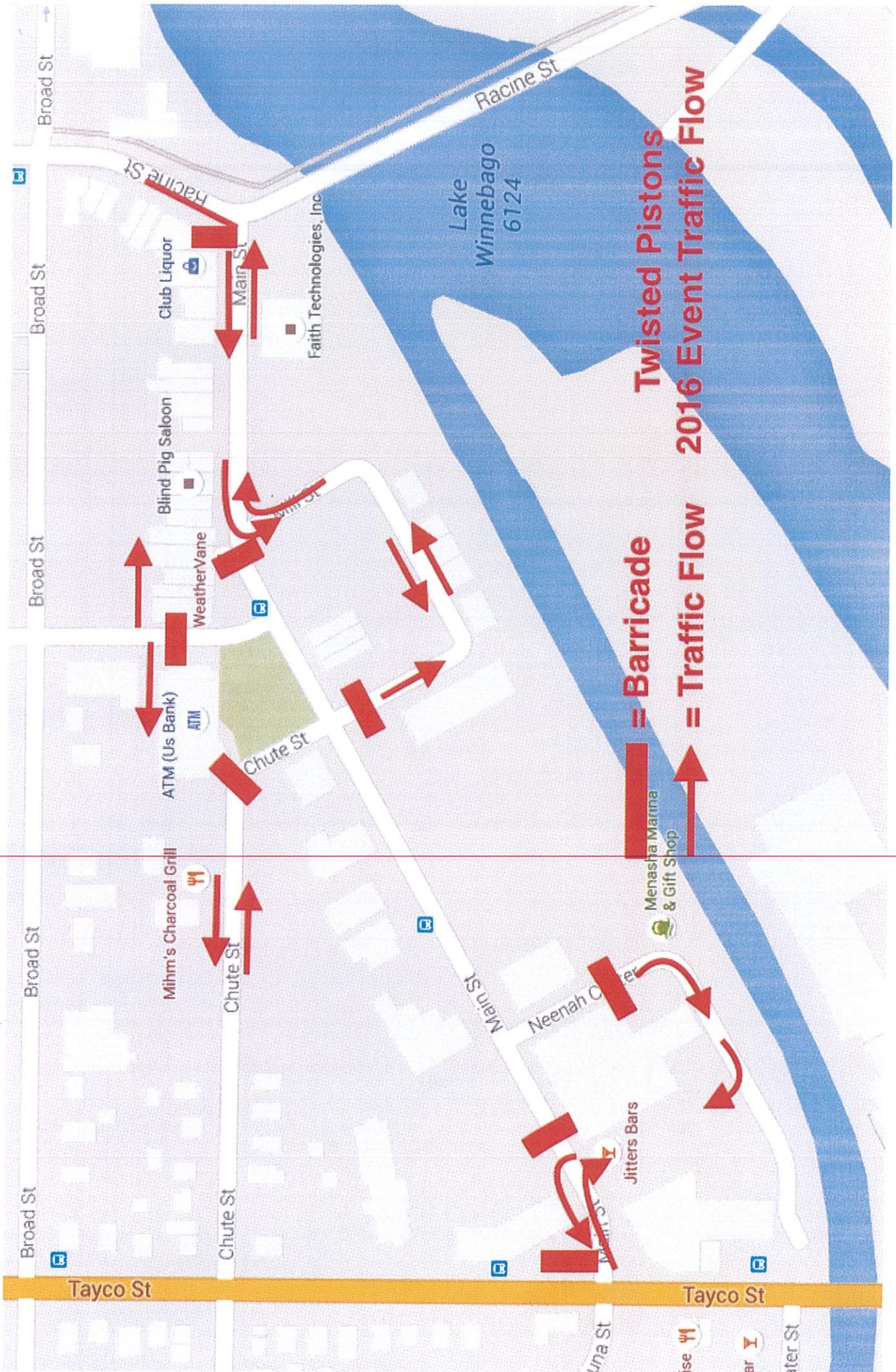
Note to events planning to use City Parks and/or greenspace: Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

TO BE COMPLETED BY CITY STAFF (Revised April 3, 2015)

Scheduled Park & Recreation Board Review Date: 7/12/16
Not Required: _____ Approved: _____ Denied: _____

Scheduled Common Council Review Date: 7/18/16
Approved: _____ Denied: _____

APPROVAL:
Police Dept. [Signature] Fire Dept. [Signature] Public Works Dept. MR City Attorney [Signature]



**Twisted Pistons
2016 Event Traffic Flow**

**= Barricade
= Traffic Flow**

CERTIFICATE OF INSURANCE
SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP

FACILITY OWNER: (Additional Insured)		PRODUCER:		Certificate #	60833	
City of Menasha 140 Main Street, Menasha, WI 54952		HUB International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524-4047 PH: 925 609 6500 FX: 925 609 6550 specialevent@hubinternational.us		CA License #0757776		
EVENT HOLDER: (Named Insured)		EVENT INFORMATION				
Twisted Pistons Inc 426 Borad Street Menasha, WI 54952		TYPE OF EVENT:	Auto Show			
		EVENT DATE(S):	8/18/2016			
		EVENT LOCATION:	Curtis Reed Square			
		ATTENDANCE:	1,000	CLASS:	I	
This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.						
INSURER A:		COLONY INSURANCE COMPANY				
INSR LTR	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits	
A	Commercial General Liability	AR6360147	1/1/2016	1/1/2017	Each Occurrence	\$1,000,000
					General Aggregate	\$2,000,000
					Personal & Advertising Injury	\$1,000,000
					Products/Completed Operations Aggregate	\$2,000,000
					Damage to Premises Rented to You	\$500,000
					Medical Payments	\$5,000
					Liquor Liability Each Occurrence	\$1,000,000
					Liquor Liability Aggregate	Incl
COVERAGE TERMS:						
Occurrence Form (CG 0010) Host Liquor Liability <u>Included</u> . Full Liquor Liability Included <u>when a separate premium has been charged</u> . All participants in athletic activities are required to sign Release and Waiver of Liability forms.		The coverage afforded by this insurance is primary and not contributing with any insurance held by the "ADDITIONAL INSURED", WHEN REQUIRED BY WRITTEN CONTRACT. The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event. Who is an insured is amended to include as an additional insured the "Facility Owner - Additional Insured" above and any person or organization shown in the schedule below. This insurance does not apply to: any "occurrence" which takes place after the event holder ceases to be a tenant in that premises. This insurance applies only to: an "occurrence" which takes place during the dates indicated under "Event Information" above.				
COVERAGE EXCLUSIONS: (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS)						
-- Sexual Abuse & Molestation		Specific Events are excluded from coverage. Please see second page for list of excluded events.				
-- Terrorism		On behalf of the Risk Purchasing Group and each Member, the Trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA).				
OTHER ADDITIONAL INSURED:						
City of Menasha 140 Main Street, Menasha, WI 54952						
CANCELLATION: Should the above described policy(s) be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.						
AUTHORIZED REPRESENTATIVE:				DATE ISSUED:	6/17/2016	



STREET USE APPLICATION

Event: Ganther Race the Lake
 Sponsored by: DuTriRun
 Responsible Person: Ben West
 Address: 920 S. Keller Park Dr.
Appleton, WI 54914

Street Use Date: 8/14/16
 Start Time: 6:45am
 End Time: 9:15am
 Number of Units: _____
 (Parades)

Email Address: ben@dutrirun.com Phone: 920-574-2972

Street Route: Bikes riding in bike lanes and/or far right lane. (See Map)
 Description of Use (attach map)

Liability Insurance has been secured in the amount of \$ 2,000,000 with the City of Menasha named as the additional insured. This is primary insurance.
 Insurance Company SECURA Policy No. 3214611
 (Attached are samples of the certificate of insurance and endorsement; each naming the City of Menasha as additional insured).

Date: 11-10-15 Applicant's Signature: [Signature]

Permit Fee: Each application for a Street Use Permit shall be accompanied by a fee of \$25.00 along with a Special Event Fee of \$25. Please make checks payable to City of Menasha.

packet 2253

Note to events planning to use City Parks and/or greenspace: Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

TO BE COMPLETED BY CITY STAFF (Revised April 3, 2015)

Scheduled Park & Recreation Board Review Date: _____
 Not Required: Approved: _____ Denied: _____

Scheduled Common Council Review Date: 7/19/16
 Approved: _____ Denied: _____

APPROVAL:
 Police Dept. [Signature] Fire Dept. [Signature] Public Works Dept. MR* City Attorney [Signature]
Coordinate Racine St. Lift Bridge openings

Ganther RACE THE LAKE

2016 COURSE MAP Key

- Course Route
- Course Direction
- Rest Stop
- PP Porta-Potty
- Relay Switch

Enlarged View Menasha Neenah

3rd St
Keys
9th/Naymut
Forest
1st
Wisconsin
Park Ave
City A

Enlarged View High Cliff

High Cliff
King of the Hill
Spring Hill
State Park Rd
Park Entrance
Relay Switch
High Cliff Rd
Service Rd
bottle exchange

Enlarged View Oshkosh

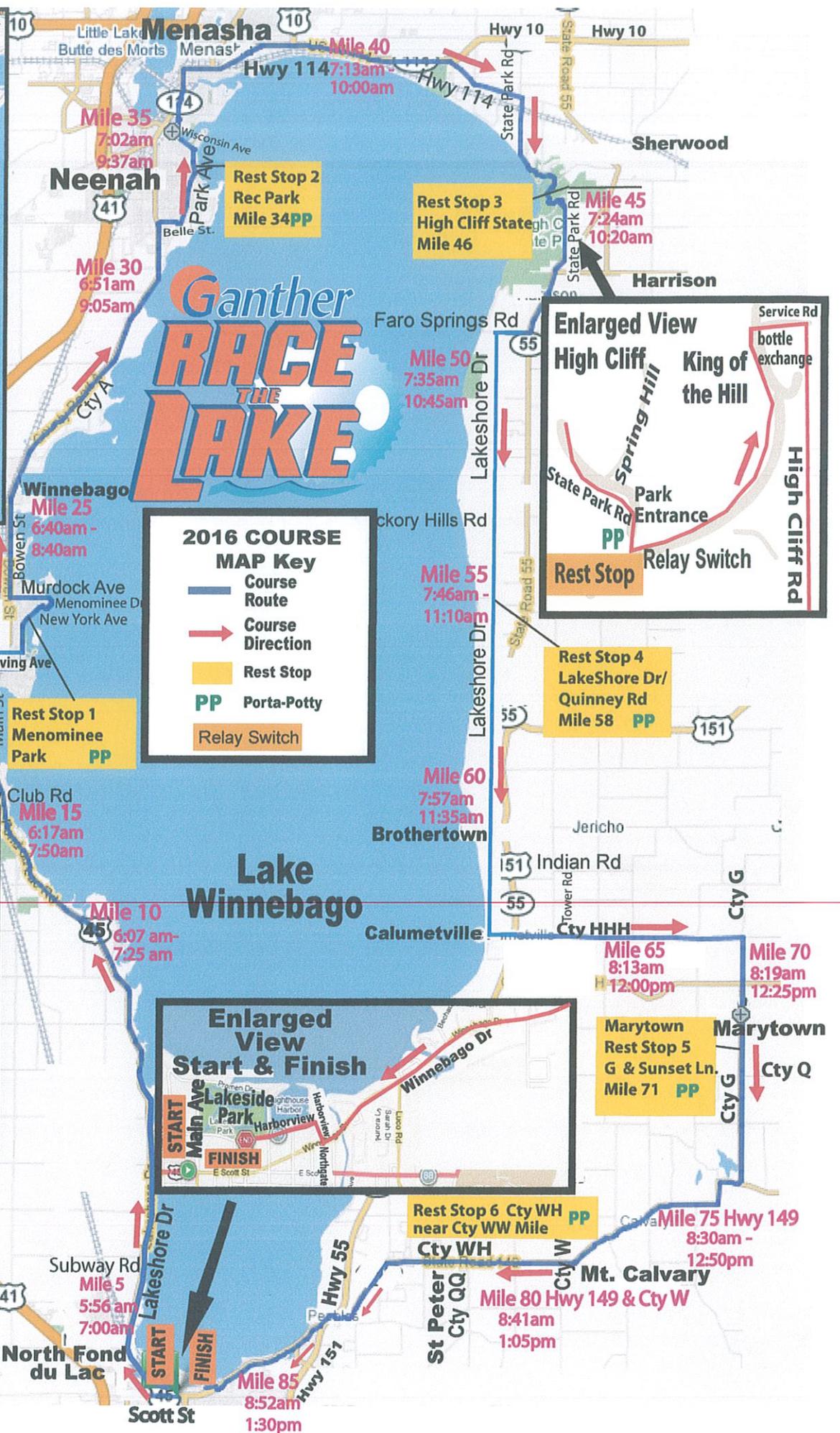
Bowen St
E. Murdock Ave.
Irving Ave.
Hazel St
Menominee Dr.
Main St.

Enlarged View Start & Finish

START
Main Ave
Lakeside Park
FINISH
Harborview Drive
E Scott St

START
7 Scott Street
Fond du Lac, WI 54935
1 block from Lakeside Park

FINISH
Harborview Drive
Fond du Lac, WI 54935
Lakeside Park





SECURA INSURANCE, A Mutual Company

P. O. BOX 819 APPLETON, WI 54912-0819

GENERAL CHANGE ENDORSEMENT

POLICY NO. 20-CP-003214611-5/001

ACCOUNT NUMBER: 00007279904

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 484330 04

DUTRIRUN LLC
920 S KELLER PARK DR
APPLETON WI 54914

PAROUBEK INS AGY INC
STE 206
301 N BROADWAY
DE PERE WI 54115

POLICY PERIOD: From 11/04/2015 to 11/04/2016 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

EFFECTIVE 05-19-16 THIS POLICY IS AMENDED AS SHOWN

This is not a bill.

The annualized effect of this endorsement premium would be \$26

COMMERCIAL GENERAL LIABILITY

For an additional/return premium, the items below are changed as indicated:

ADDING ADDITIONAL INSURED AS SHOWN

ADDITIONAL INSURED(S)

CITY OF MENASHA PER FORM: CG2026 (07-04)
140 MAIN ST
MENASHA WI 54952

TERRORISM RISK INSURANCE ACT (ANNUAL) CHARGE IS \$120

ADDITIONAL PREMIUM DUE FOR COMMERCIAL GENERAL LIABILITY \$25

FORMS AND ENDORSEMENTS
APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
CG2026 (07-04)

COUNTERSIGNED AT: _____ DATE: _____ BY: _____ AUTHORIZED REPRESENTATIVE

SECURA INSURANCE, A Mutual Company

P. O. BOX 819 APPLETON, WI 54912-0819

FORMS SCHEDULE

POLICY NO. 20-CP-003214611-5/001

ACCOUNT NUMBER: 00007279904

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 484330 04

DUTRIRUN LLC
920 S KELLER PARK DR
APPLETON WI 54914

PAROUBEK INS AGY INC
STE 206
301 N BROADWAY
DE PERE WI 54115

POLICY PERIOD: From 11/04/2015 to 11/04/2016 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

ENDORSEMENT DATE: 05/19/2016

COMMERCIAL GENERAL LIABILITY FORMS

CG2026 (07-04) ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATN

AUTHORIZED REPRESENTATIVE



Memorandum

DATE: June 28, 2016

TO: Board of Public Works

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

RE: Intergovernmental Agreement to Satisfy Eligibility for Recycling Consolidation Grant for Calendar Year 2017

As it has for the past several years, Winnebago County will again lead an effort among the County's consortium communities to qualify for the DNR Recycling Consolidation Grant. This grant results in additional recycling funds for the involved communities beyond our regular state recycling grant.

This year's agreement focuses on the 2016 Tri-County Recycling Guide joint education effort. Winnebago, Brown and Outagamie Counties have collaborated on the production of the Recycling Guide and the member communities have cooperated through the distribution of the Recycling Guide to its residents. I recommend approval of the intergovernmental agreement.

Enclosure

M:\word\BPW memo re recycling consolidation grant_6-28-16.docx

**Intergovernmental Agreement To Satisfy Eligibility for Recycling Consolidation Grant for
Calendar Year 2017**

This agreement is made by and between the Cities of Menasha and Omro, the Village of Winneconne, and Towns of Algoma, Black Wolf, Clayton, Menasha, Neenah, Nekimi, Omro, Vinland, Winneconne, Winchester and Wolf River, each of which is a municipal corporation, and each of which is a Responsible Unit as defined in Section 287.01(9) of the Wisconsin Statutes, (collectively referred to as the "Responsible Units" or "RUs") for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2017 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens, and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Winnebago County works cooperatively with Brown and Outagamie Counties on its single stream recycling program, including education, and collaborated to produce the 2016 Tri-County Recycling Guide; and

WHEREAS the Tri-County Recycling Guide strives to provide comprehensive information on recycling dos and don'ts, 10 steps to recovering recycling, recycling plastic bags, electronics recycling, composting, medication disposal, household hazardous waste management and specific disposal outlets in Winnebago County for sharps, used oil, yard waste and electronics; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and allows municipalities to contract with each other for the receipt or furnishing of ~~services or the joint exercise of any power or duty required or authorized by law; and~~

WHEREAS each participating RU will maintain a copy of the other above listed RUs cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document,

IT IS THEREFORE AGREED THAT the above listed RUs have and will, distribute and make available to its residents the 2016 Tri-County Recycling Guide, recognizing additional and consistent education will reduce contamination and improve recycling, enabling the processing and marketing of these recyclables in the most efficient, cost effective manner possible.

SIGNATURE

TITLE

MUNICIPALITY

DATE



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Revised Date: N/A

Date: May 20, 2016

I.D.: 1517-75-87

Road Name: CTH P/Racine Road Landscaping

Limits:US10/WIS 441 & Racine Road

interchange and Racine Road from 9th to 12th
Street

County: Winnebago

Roadway Length: 1.00 Miles

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: County P/Racine Road is a four lane Urban Collector with 12' lanes, asphaltic pavement, and curb and gutter. The existing interchange ramp terminal is controlled by a traffic signal. There is also a traffic signal at the Midway Road intersection. The 441 corridor expansion project influences the major side roads and interchanges. Racine Road and the adjacent intersections will be reconstructed to accommodate the corridor improvements.

Proposed Improvement - Nature of work: This project is for landscaping and CSS items only and is located along the below stated improvements that are to be completed under 1517-75-76. Construct a four lane urban section from 9th Street north to 12th Street. The proposed roadway consists of two 12' lanes in each direction with integral curb and gutter. Work includes construction of a roundabout at the ramp terminal as well as a second ramp terminal roundabout to accommodate the westbound/southbound off and on movements for WIS 441. Sign structure supports will be constructed for lane designation. Bicycle and pedestrian accommodations are incorporated into the design. Lighting will be installed along Racine Road.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The Municipality is responsible for costs above and beyond the capped CSS costs as well as 25% of the cost for the masonry wall listed in the below table.

PHASE Construction (Participating):	Total Estimated Cost	ESTIMATED COST			
		Federal / State Funds	%	Municipal Funds	%
Project ID 1517-75-87			100		0
Category 1000 – Roadway Items	\$28,740	\$28,740	100	\$0	0
Category 1100 – Flag pole & Lighting*	\$10,258	\$10,258	100	\$0	0
Category 1400 – Community Sensitive Solutions - Landscaping**					
Priority 1 capped at \$225,000	\$129,517	\$129,517	100	\$0	0
Priority 2 100% City of Menasha	\$0	\$0	0	\$0	100
Category 4000 – Masonry Wall	\$45,000	\$33,000	75	\$12,000	25
TOTAL COST DISTRIBUTION (without Delivery)	\$213,515	\$201,515		\$12,000	
Construction Delivery (10% of Total)	\$21,352	\$20,152		\$1,200	
TOTAL COST DISTRIBUTION (includes Delivery)	\$234,867	\$221,667		\$13,200	

*There is no municipal cost share for the lighting category since the scope and cost only includes a single light used to illuminate the flag display, not continuous lighting.

** Maintenance and cost share for CSS was previously covered by the Town of Menasha as part of the 1517-75-76 SMA's signed 4-28-15, prior to landscaping scope being pulled into a separate LET project. See attached copy for reference. After further discussion the city of Menasha has agreed to take over maintenance and cost share for CSS as stated in this agreement.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Menasha (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains (not including additional upsizing of storm sewer main requested by Municipality or needed to carry additional municipal storm water), culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Conditioning, if required, and maintenance of detour routes.
 - (i) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk within the project limits at the time of construction. Sidewalk is considered to be new if it’s constructed in a location where it has not existed before.

- (j) Replacement of existing driveways, in kind, necessitated by the project.
 - (k) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
- (a) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (b) Roadway and bridge width in excess of standards.
 - (c) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (d) Parking lane costs.
 - (e) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered outside of State right of way.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for federal/state participation.
8. The Municipality shall at its own cost and expense:
- (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (c) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
-
- (d) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (e) Coordinate with the responsible party regarding remediation, including locating a suitable local site for storage of contaminated soils from the sanitary sewer and water main excavation which cannot be replaced in the project trenches or roadway excavations and coordinate with the responsible party regarding the disposal of such soils.
 - (f) Coordinate with the Wisconsin Department of Natural Resources regarding the discharge into sanitary sewers of contaminated groundwater originating from dewatering of trench excavations for sanitary sewer and water main.
 - (g) Coordinate with the State on changes to highway access within the project limits.
 - (h) In cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

9. The Municipality agrees to waive any noise ordinances/restrictions pertaining to the construction of the WIS 441 Project, for the duration of the WIS 441 Project.
10. All costs contained in this agreement are estimated costs and include 10% for delivery. Actual construction costs will be based upon as-let bid prices and the final contract quantities required to complete the work.
11. Once the maintenance responsibility of the project has been transferred to the Municipality, the State is released from any and all costs associated with the future maintenance and/or removals of improvements included in the project on right-of-way under local jurisdiction.

Project Specific Terms and Conditions

The Municipality shall at its own cost and expense:

1. General

- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
- (b) Maintain all features outside or under the traveled way within the project limits, to include but not limited to parking lanes, curb and gutter, drainage facilities (including all storm sewers, inlets, related manholes and structures, local lighting, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, medians, and landscaping features and amenities funded by Community Sensitive Solutions (CSS).
- (c) Maintain all sidewalks and multi-use paths constructed with the project. Maintenance includes, but is not limited to, sidewalk repair, snow removal, ice control, repainting/staining of the colored portions and future replacement (other than future highway projects) of the sidewalk, mowing of the grass in the terrace between any roadway and the sidewalk, and between the sidewalk and right-of-way. Maintenance will include all sidewalks around the intersections and on the approaches. Snow removal and ice control will be completed based on municipal policies.

2. Community Sensitive Solutions

- (a) Maintain all Community Sensitive Solutions and/or enhancement funded items within your jurisdictional area of authority including but not limited to:
 - i. Landscaping within the project limits, including trees along the sidewalk, as well as median plantings.
 - ii. Decorative masonry wall
 - iii. Flag display including the luminaire
- (b) The Municipality will be responsible for all maintenance of the decorative masonry wall including structural type repairs as well as non-structural repairs resulting from graffiti, surface deformation, and/or other cosmetic imperfections.

3. Work outside project limits

- (a) None requested

4. Roundabouts:

- a) City of Menasha has agreed to Maintain landscaping features and amenities within the center of the easternmost (northbound/eastbound ramp terminal) roundabout after 2-year maintenance period specified within the construction contract. No additional landscaping or structures will be allowed in the roundabout without prior approval from the Department. No municipality agreed to maintain the westernmost (southbound/westbound ramp terminal) roundabout so basic low maintenance plantings will be installed and will be maintained by the Department.
- b) Maintain all landscaping around the perimeter of the easternmost roundabout and in the vision corners. Landscaping in the vision corners shall not obstruct the vision of drivers and shall be maintained at a height that will ensure a clear line of sight for motorists and pedestrians. No landscaping or structures will be allowed in the vision corners without prior approval from the State.

Public Convenience and Safety

While performing any maintenance activities associated with this agreement, the Municipality shall comply with the following conditions.

1. Maintain the safety of the traveling public and control traffic using warnings signs, cones, drums and flaggers consistent with the Manual on Uniform Traffic Control Devices.
2. Materials and equipment cannot be stored on the right-of-way.
3. The Department shall be notified 7 days prior to erecting any lane closures or lane restrictions.
4. Avoid maintenance or lane closures during the peak hours of 6:00-9:00am or 3:00-600pm.

Basis for local participation

Due to the city of Menasha decision to construct a natural stone veneer masonry wall, vs. the Department proposed concrete form liner wall, the city will be responsible for 25% of the cost for the wall.

Estimated masonry wall cost is \$45,000.

Total estimated cost for City of Menasha: \$13,200

LET construction delivery = $45000 * .25 = \$12,000$

Delivery of 10% - $12000 * 0.10 = \$1,200$

[END]

City of Menasha

SPECIAL ZONING APPROVAL

Owner Boys & Girls Club Fox Valley

Case or Plan No. _____

Address 620 Racine Street, Menasha, WI

Fee \$350

Applicant (if different than Owner) _____

Address _____

Zoning Residential

Parcel Number(s) 1-00517-00

PLEASE INDICATE WHICH REQUEST IS BEING MADE

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

Description of Request: We would like to request the address of 620 Racine Street Menasha, WI to be rezoned as commercial.

Owner/Agent _____

Signature

(If applicable)

Formal Hearing 7-18-2016

Informal Hearing 7-12-2016

Notice Mailed 7-1-2016

Notice Mailed 7-1-2016

Notice Mailed n/a

Action Taken: _____ 20__

APPROVED DENIED

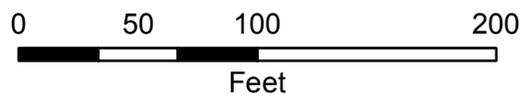
Conditions (if any): _____

Proposed Rezoning from R-1 Single Family Residence District to C-1 General Commercial District



Legend

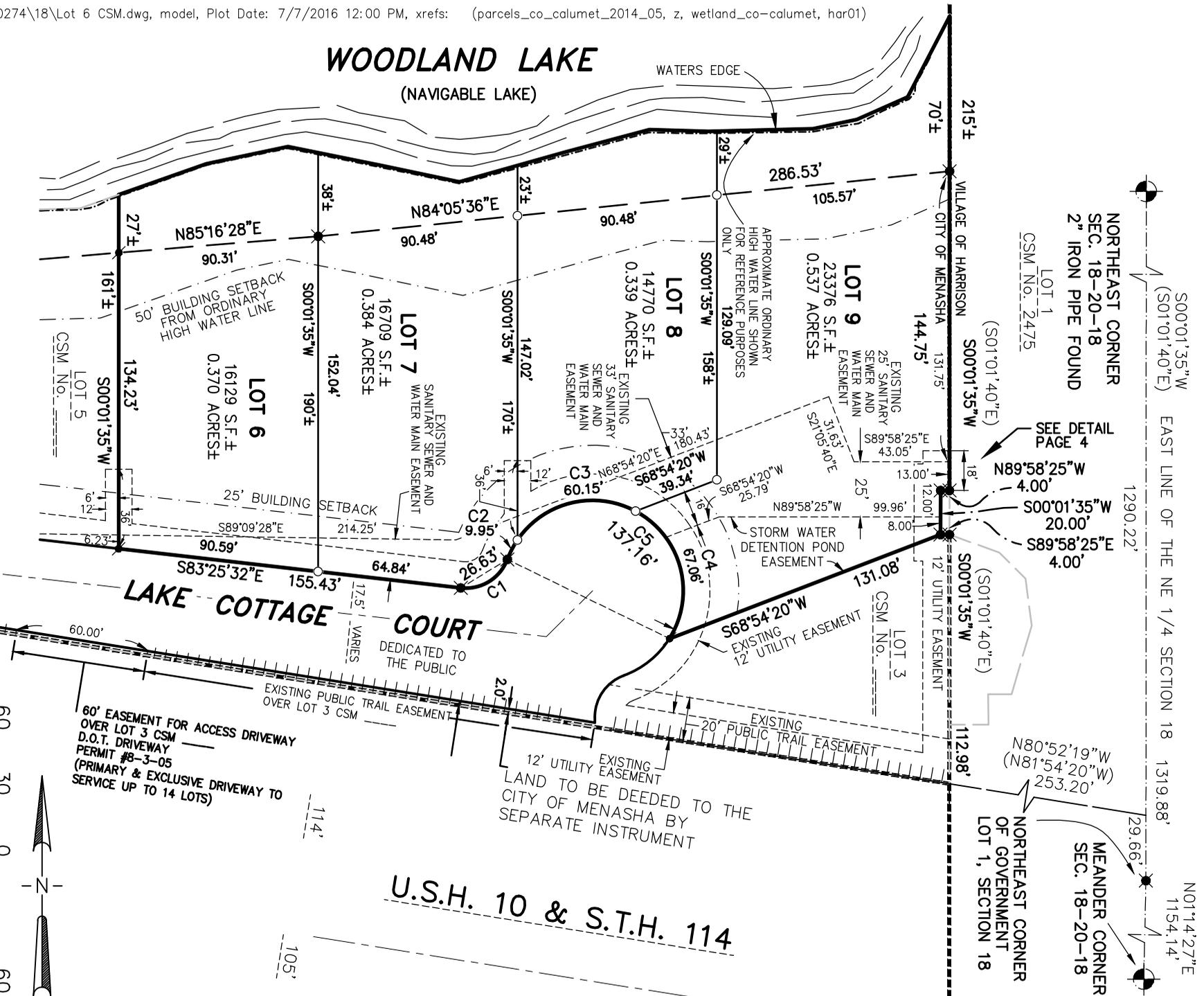
 Proposed for Rezoning:
Parcel ID# 1-00517-00



CERTIFIED SURVEY MAP NO. _____

PAGE 1 OF 4

LOT 6 OF CERTIFIED SURVEY MAP NO. _____ AS RECORDED IN VOLUME _____ OF MAPS ON PAGE _____ AS DOCUMENT NO. _____ BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHEAST 1/4, SECTION 18, TOWNSHIP 20 NORTH, RANGE 18 EAST, CALUMET COUNTY, WISCONSIN BEARS S00°01'35"W PER CALUMET COUNTY

DRAFTED BY: HOWARD ANDERSON

McMAHON
ENGINEERS ARCHITECTS

1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmgr.com

A PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 2980 AS RECORDED IN VOLUME 24 OF MAPS ON PAGE 288 AS DOCUMENT NO. 414583 AND A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, DAVID M. SCHMALZ, WISCONSIN PROFESSIONAL LAND SURVEYOR S-1284, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED LOT 6 OF CERTIFIED SURVEY MAP NO. _____ AS RECORDED IN VOLUME ___ OF MAPS ON PAGE ___ AS DOCUMENT NO. _____ AND A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN, CONTAINING APPROXIMATELY 70,984 SQUARE FEET (1.630 ACRES) OF LAND

THAT I HAVE MADE THIS SURVEY BY THE DIRECTION OF THE OWNER(S) OF SAID LAND.

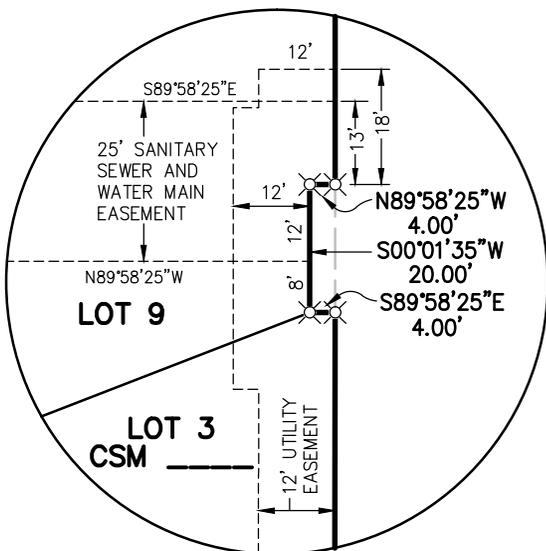
I, FURTHER CERTIFY THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND, AND THAT I HAVE COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES AND THE CITY OF MENASHA SUBDIVISION ORDINANCE IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2016.

DAVID M. SCHMALZ, WI PROFESSIONAL LAND SURVEYOR S-1284

LEGEND

- ⊗ - 1 1/4" x 30" ROUND STEEL REBAR WEIGHING 4.30 lbs./lineal ft. SET
- ⊗ - 1 1/4" ROUND STEEL REBAR FOUND
- - 3/4" ROUND STEEL REBAR SET
- ⊙ - CERTIFIED LAND CORNER CALUMET COUNTY
- () - RECORDED BEARING AND/OR DISTANCE
- S.F. - SQUARE FEET
- - CORPORATE BOUNDARY
- UTILITY EASEMENT (10' UNLESS NOTED)
- 10'
- TTTTTTTT ACCESS RESTRICTED ROAD



DETAIL (PAGE 1)
SCALE: 1"=30'

NOTES:

1. All lots within the boundaries of this survey are restricted to Residential / Non-Commercial use only.
2. No direct Public Road Connection will be allowed within the boundary of this CSM.
3. The Public Road shall be extended if either the Fire Lane 3 (north extension) or Kernan Ave (or new road connection to it) is connected to the boundary of this CSM.
4. It is expressly intended that these restrictions are for the benefit of the public and enforceable by the Wisconsin Department of Transportation or its assigns.

McMAHON
ENGINEERS ARCHITECTS

1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com

A PART OF OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 2980 AS RECORDED IN VOLUME 24 OF MAPS ON PAGE 288 AS DOCUMENT NO. 414583 AND A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN.

COMMON COUNCIL RESOLUTION

RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MENASHA, THAT THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY RESOLUTION NUMBER _____ THIS _____ DAY OF _____, 2016.

CITY CLERK DATE
DEBBIE GALEAZZI

CITY MAYOR DATE
DON MERKES

TREASURER'S CERTIFICATE

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

CITY TREASURER
PEGGY STEENO

COUNTY TREASURER
MIKE SCHLAAK

UTILITY EASEMENT PROVISIONS

An easement for electrical and communication service is hereby granted by Woodland Development, LLC to AT & T, MENASHA UTILITIES and TIME WARNER CABLE MIDWEST LLC, Grantees, to their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy for such purposes as the same is now or may hereafter be used and for sounds and signals, all in, over, under, across, along and upon the property shown within those areas on the CSM designated as "Utility Easement Areas" and the property designated on the CSM for streets and alleys, whether public or private, together with the rights to install service connections upon, across within and beneath the surface of each lot to serve improvements thereon, or on adjacent lots, also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or caused to have restored, the property, as nearly as is reasonably possible, to the conditions existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or communications facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantees. The Grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

NO UTILITY TRANSFORMERS OR PEDESTALS ARE TO BE SET WITHIN 2 FEET OF A LOT CORNER MONUMENT.

NO CONDUCTORS ARE TO BE BURIED WITHIN 1 FOOT OF A LOT CORNER MONUMENT.



1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com

City of Menasha Disbursements

Weekly Accounts Payable	7/1/16-7/14/16 Checks # 54432-54569	\$ 371,137.33
	Void check #54431	\$ (5,543.04)
Bi-Weekly Payroll	7/7/16	\$ 195,659.69
Additional Regular Cycle Accounts Payables -Paid Electronically		
Banking Fee	6/30/16	\$ 75.00
CVMIC-Worker's Compensation	7/1/16	\$ 45,353.00
Delta Dental	7/6/16	\$ 1,778.60
Community First Credit Union-Payroll Deductions	7/7/16	\$ 4,461.00
World Pay Fees - Merchant Services	7/7/16	\$ 4.84
Nationwide Retirement	7/8/16	\$ 22,720.50
TASC-Flex Spending	7/11/16	\$ 3,741.91
Federal Tax Withholding	7/13/16	\$ 76,750.01
Delta Dental	7/13/16	\$ 1,620.80
		<u>\$ 156,505.66</u>
Total		<u>\$ 717,759.64</u>

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



Peggy Steeno
Administrative Services Director



Date

Notes:

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

AP Check Register

Check Date: 7/1/2016

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
WINNEBAGO COUNTY TREASURER	54432	7/1/2016	9504	100-0204-512.29-01	1,609.66	Ballots/Publishing Programming
				100-0204-512.29-02	370.04	Ballots/Publishing Programming
				100-0204-512.24-04	766.96	Ballots/Publishing Programming
				Total for check: 54432		2,746.66
WINNEBAGO COUNTY TREASURER	54433	7/1/2016	WINN CTY TREAS	100-0304-562.80-02	2,796.38	305 Chute
				Total for check: 54433		2,796.38
					5,543.04	

AP Check Register
Check Date: 7/7/2016

Date: 7/7/2016

<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	54434	7/7/2016	1602866	731-1022-541.30-18	62.77	Eraser
		7/7/2016	1607848	731-1022-541.30-15	165.56	Sledge
		7/7/2016	1608013	731-1022-541.30-18	53.40	Supplies
		7/7/2016	1608149	731-1022-541.38-03	37.91	Blades/Lamp
			Total for check: 54434		319.64	
AIRGAS USA LLC	54435	7/7/2016	9052469424	731-1022-541.30-18	31.56	Supplies
			Total for check: 54435		31.56	
CITY OF APPLETON	54436	7/7/2016	231381	100-0302-542.25-01	14,225.00	Transit Services June 2016
			Total for check: 54436		14,225.00	
ASSOCIATED APPRAISAL CONSULTANTS	54437	7/7/2016	121671	100-0402-513.21-09	5,000.00	Professional Services
				100-0402-513.30-11	13.02	Postage
				100-0402-513.21-09	59.76	Internet Postings
			Total for check: 54437		5,072.78	
BAHCALL RUBBER CO INC	54438	7/7/2016	744843-002	731-1022-541.38-03	16.04	Adapter
			Total for check: 54438		16.04	
BECK ELECTRIC INC	54439	7/7/2016	JU2816-COM-ED14	100-1008-541.24-04	716.56	Washington & Garfield Accident 2016-13
			Total for check: 54439		716.56	
BLOCK IRON & SUPPLY CO	54440	7/7/2016	703207	207-0707-552.30-18	132.00	Marina
			Total for check: 54440		132.00	
BOBCAT OF JANESVILLE	54441	7/7/2016	02-76633	731-1022-541.38-03	280.32	5 Bolt Knife Bandit Drum
			Total for check: 54441		280.32	

AP Check Register
Check Date: 7/7/2016

Date: 7/7/2016

<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>
BROCK WHITE COMPANY	54442	7/7/2016	12670366-00	731-1022-541.24-03	192.70	Tube Limestone Masterseal
				100-1001-514.30-18	107.70	Tube Limestone Masterseal
				Total for check: 54442		300.40
BRUESER CONSTRUCTION	54443	7/7/2016	000220	625-1003-541.24-05	550.00	Curb & Gutter 644 Milwaukee St
				Total for check: 54443		550.00
PAMELA A CAPTAIN	54444	7/7/2016	CAPTAIN, PAMELA	100-0201-512.33-01	53.56	June Expenses
				100-0201-512.34-01	85.80	June Expenses
				100-0201-512.34-03	20.00	June Expenses
				Total for check: 54444		159.36
CARRICO AQUATIC RESOURCES INC	54445	7/7/2016	20161656	100-0704-552.30-18	4,000.00	Summer Water Mgmt Agree 2016
				Total for check: 54445		4,000.00
CONGER TOYOTALIFT	54446	7/7/2016	PSI-033169	731-1022-541.29-04	231.34	Maintenance
				Total for check: 54446		231.34
ANTHONY EDWARDS	54447	7/7/2016	EDWARDS	100-0801-521.34-03	36.86	June Meal Expense
				Total for check: 54447		36.86
FACTORY MOTOR PARTS CO	54448	7/7/2016	18-1496389	731-1022-541.38-03	199.54	Starter
				731-1022-541.38-03	9.70	Upper Intake Manifold Gas
				731-1022-541.30-18	95.52	Cleaner
				731-1022-541.38-03	(156.83)	Credit
				731-1022-541.38-03	(11.00)	CREDIT
				731-1022-541.30-18	12.18	Silver Oxide
				731-1022-541.38-03	(37.00)	Credit
				731-1022-541.38-03	(30.00)	Credit
				731-1022-541.38-03	(10.00)	Credit

AP Check Register

Check Date: 7/7/2016

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
FACTORY MOTOR PARTS CO...	54448...	7/7/2016	18-Z07431	731-1022-541.38-03	(50.00) Credit	
			Total for check: 54448		22.11	
FAULKS BROS CONSTRUCTION INC	54449	7/7/2016	00227256	100-0703-553.30-18	644.38 Infield Mix	
			Total for check: 54449		644.38	
FERGUSON ENTERPRISES #1550	54450	7/7/2016	3436419	207-0707-552.24-03	502.12 Sink/Faucet	
			Total for check: 54450		502.12	
FOX STAMP SIGN & SPECIALTY	54451	7/7/2016	OE-61562	100-0703-553.29-01	120.00 Banner	
			Total for check: 54451		120.00	
FOX VALLEY TRUCK	54452	7/7/2016	518549	731-1022-541.38-03	106.96 Switch	
		7/7/2016	518571	731-1022-541.38-03	50.36 Seal	
			Total for check: 54452		157.32	
MARY FRITZ	54453	7/7/2016	FRITZ	100-0903-531.33-01	8.00 June Mileage	
			Total for check: 54453		8.00	
GERBER LEISURE PRODUCTS INC	54454	7/7/2016	3092	209-0703-553.82-02	100,000.00 Woodland Park Equip	
			Total for check: 54454		100,000.00	
GRAINGER INC	54455	7/7/2016	9136766202	100-0704-552.24-03	389.62 Supplies	
			Total for check: 54455		389.62	
GREEN BOYZ LAWCARE	54456	7/7/2016	4828	100-0801-521.20-06	47.50 Police Dept	

AP Check Register

Check Date: 7/7/2016

Date: 7/7/2016

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
GREEN BOYZ LAWCARE...	54456...	7/7/2016...	4828...	100-0601-551.24-03	47.50	Library
			Total for check: 54456		95.00	
GRIESBACH READY-MIX LLC	54457	7/7/2016	3449	625-1003-541.30-18	667.88	Concrete
				100-0703-553.30-18	988.25	Concrete
				625-1010-541.30-18	333.00	Concrete
				100-1011-541.30-18	1,347.62	Concrete
				100-1009-541.30-18	241.50	Concrete
			Total for check: 54457		3,578.25	
GUNDERSON CLEANERS	54458	7/7/2016	383531	100-0801-521.30-13	34.66	Mats/Towels
			Total for check: 54458		34.66	
GUSTMAN CHEVROLET SALES INC	54459	7/7/2016	40167	731-1022-541.38-03	138.44	Pump/Belt
			Total for check: 54459		138.44	
HOME DEPOT CREDIT SERVICES	54460	7/7/2016	1033649	100-0704-552.24-03	156.71	Supplies
		7/7/2016	3032395	100-0703-553.30-15	148.78	Supplies
		7/7/2016	4032299	100-0601-551.24-03	22.43	Minwax
		7/7/2016	4562238	731-1022-541.24-03	14.66	Supplies
		7/7/2016	4562239	100-0704-552.24-03	55.91	Supplies
		7/7/2016	5033180	100-1013-541.30-18	24.92	Supplies
				100-1001-514.30-15	252.85	Supplies
				207-0707-552.24-03	47.72	Supplies
			Total for check: 54460		723.98	
JX ENTERPRISES INC	54461	7/7/2016	G-261330014	731-1022-541.38-03	1,518.54	Clutch-Fan
		7/7/2016	G-261330015	731-1022-541.38-03	182.44	Dipstick/Engine Oil
		7/7/2016	G-261340005	731-1022-541.38-03	359.96	Kit-Slack
		7/7/2016	G-261340009	731-1022-541.38-03	61.63	Reservoir Greaser
		7/7/2016	G-261340010	731-1022-541.38-03	212.46	Mudflap/Switch/Handle

AP Check Register
Check Date: 7/7/2016

Date: 7/7/2016

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>				
JX ENTERPRISES INC...	54461...	7/7/2016	G-261340031	731-1022-541.38-03	(520.00)	Credit				
		7/7/2016	G-261370013	731-1022-541.38-03	134.68	Piggyback Kit				
	Total for check: 54461				1,949.71					
KUNDINGER INC	54462	7/7/2016	50386256	731-1022-541.38-03	0.66	O-Ring				
					0.66					
LINCOLN CONTRACTORS SUPPLY INC	54463	7/7/2016	K52331	625-1003-541.30-15	45.57	Brush				
					45.57					
MEDICAL EXPENSE REIMBURSEMENT ACCT	54464	7/7/2016	20160707	100-0000-202.08-00	37,844.30	PAYROLL SUMMARY				
					37,844.30					
MENARDS-APPLETON EAST	54465	7/7/2016	97355	731-1022-541.24-03	22.95	Supplies				
					22.95					
MENASHA TREASURER	54466	7/7/2016	HEALTH DEPT	100-0905-531.30-18	13.86	Petty Cash				
					100-0909-531.30-18	4.67	Petty Cash			
					100-0903-531.30-11	9.45	Petty Cash			
					100-0915-531.30-18	8.08	Petty Cash			
					7/7/2016	PD	100-0801-521.30-11	20.00	Postage	
							100-0801-521.30-18	31.63	Supplies	
							100-0801-521.34-03	18.08	Training	
							100-0801-521.19-03	64.60	Uniforms	
					Total for check: 54466				170.37	
					MENASHA UTILITIES	54467	7/7/2016	MENASHA UTILITY	100-1008-541.22-03	184.53
100-0703-553.22-03	258.07	Electric								
100-0703-553.22-05	260.24	Water/Sewer								
100-0703-553.22-06	162.41	Storm								

AP Check Register
Check Date: 7/7/2016

Date: 7/7/2016

<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...	54467...	7/7/2016...	MENASHA UTILITY...	731-1022-541.22-03	14.13	Electric	
				100-0903-531.22-03	180.47	Electric	
				100-0903-531.22-05	45.42	Water/Sewer	
				100-0000-123.00-00	8.13	Electric	
				100-0305-562.22-06	8.70	Storm	
				601-1020-543.22-03	26.65	Electric	
			Total for check: 54467		1,148.75		
MID-AMERICAN RESEARCH CHEMICAL	54468	7/7/2016	0582107-IN	731-1022-541.30-13	296.81	Supplies	
					296.81		
MONROE TRUCK EQUIPMENT INC	54469	7/7/2016	756386	731-1022-541.30-18	86.57	Floorliner	
				756636		(34.00) CREDIT	
					52.57		
MORTON SAFETY	54470	7/7/2016	168467-00	100-0704-552.30-10	92.50	Supplies	
					92.50		
N&M AUTO SUPPLY	54471	7/7/2016	562777	731-1022-541.38-03	(3.72)	Credit	
				565853	731-1022-541.38-03	47.78	Spark Plug/Filters Cleaner
				566665	731-1022-541.38-03	85.31	Filters/Lamp/Fuseholder
				567280	731-1022-541.38-03	15.45	Fuseholder
					144.82		
NEENAH-MENASHA SEWERAGE COMMISSION	54472	7/7/2016	2016-102	601-1021-543.25-01	45,395.73	July Wastewater Treatment	
				2016-108	601-1021-543.25-01	18,415.00	July 2016 Interest & Debt Charges
					63,810.73		

AP Check Register
Check Date: 7/7/2016

Date: 7/7/2016

<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>
NEWMAN TRAFFIC SIGNS	54473	7/7/2016	TI-0298820	100-1008-541.30-18	1,003.50	Sheeting
			Total for check: 54473			1,003.50
NORTHEAST ASPHALT INC	54474	7/7/2016	1424033	100-1003-541.30-18	580.81	Supplies
				100-1004-541.30-18	3,141.17	Supplies
		7/7/2016	1424034	100-1003-541.30-18	407.10	Tack Premixed
			Total for check: 54474		4,129.08	
PACKER CITY INTL TRUCKS INC	54475	7/7/2016	X103027817:03	731-1022-541.38-03	6.12	Filters
			X103029422:02	731-1022-541.38-03	6.12	Filter
		7/7/2016	X103030140:01	731-1022-541.38-03	39.87	Blade/Filter
					Total for check: 54475	
POMP'S TIRE SERVICE INC	54476	7/7/2016	320042873	731-1022-541.38-02	1,212.00	Tires
			320043062	731-1022-541.38-02	300.00	Tires
		7/7/2016	340043269	731-1022-541.38-02	77.50	Tires
					Total for check: 54476	
QUALITY PRINTING COMPANY INC	54477	7/7/2016	A28770	210-0103-511.30-16	140.35	Wellness Scrips
			Total for check: 54477			140.35
REINDERS INC	54478	7/7/2016	1638723-00	731-1022-541.38-03	206.79	Belts
			Total for check: 54478			206.79
REVIZE LLC	54479	7/7/2016	3480	743-0403-513.21-04	9,520.00	Website Renovation Proj Year 1 Maintenance
			Total for check: 54479			9,520.00
RIESTERER & SCHNELL INC	54480	7/7/2016	1020443	731-1022-541.38-03	745.60	Spring Pin/Hydraulic Driveshaft

AP Check Register
Check Date: 7/7/2016

Date: 7/7/2016

<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>
RIESTERER & SCHNELL INC...	54480...	7/7/2016	1020781	731-1022-541.38-03	236.59	Nuts/Seal/Pins/Caps/Yoke
			Total for check: 54480		982.19	
SANOFI PASTEUR INC	54481	7/7/2016	906248059	100-0905-531.30-18	111.65	Tubersol
			Total for check: 54481		111.65	
SKID & PALLET	54482	7/7/2016	8546	100-0703-553.30-18	1,020.00	Mulch
		7/7/2016	8566	100-0703-553.30-18	1,560.00	Mulch
			Total for check: 54482		2,580.00	
SUPERIOR CHEMICAL CORP	54483	7/7/2016	127697	100-0000-132.00-00	372.84	Supplies
		7/7/2016	128394	100-0000-132.00-00	261.39	Supplies
			Total for check: 54483		634.23	
SYN-TECH SYSTEMS	54484	7/7/2016	128461	731-1022-541.24-06	258.00	Tank Kit/Module Assy/Part
		7/7/2016	128462	731-1022-541.24-06	508.00	Tank Kit/Module Assy/Part
			Total for check: 54484		766.00	
TREEO'S TREE SERVICE INC	54485	7/7/2016	7428	625-0706-561.20-06	1,200.00	Cottonwood on Keys
			Total for check: 54485		1,200.00	
UNIFIRST CORPORATION	54486	7/7/2016	097 0214066	731-1022-541.20-01	119.39	Coveralls/Shirts/Pants
			Total for check: 54486		119.39	
UNITED WAY FOX CITIES	54487	7/7/2016	20160707	100-0000-202.09-00	31.00	PAYROLL SUMMARY
			Total for check: 54487		31.00	

AP Check Register
Check Date: 7/7/2016

Date: 7/7/2016

<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>
US VENTURE	54488	7/7/2016	L55134	731-1022-541.21-06	15.00	Water AF Fuel
			Total for check: 54488		15.00	
WE ENERGIES	54489	7/7/2016	WE ENERGIES	100-0703-553.22-03	38.67	US Hwy 10 & STH 114
			Total for check: 54489		38.67	
WINNEBAGO COUNTY CLERK OF COURTS	54490	7/7/2016	WINNEBAGO	100-0000-201.03-00	150.00	Bond Report #16-2016
				100-0000-201.03-00	150.00	Bond Report #16-1989
			Total for check: 54490		300.00	
WINNEBAGO COUNTY TREASURER	54491	7/7/2016	9539	100-0805-521.25-01	411.68	Stay
			Total for check: 54491		411.68	
WISCONSIN RAPIDS POLICE DEPARTMENT	54492	7/7/2016	WI RAPIDS PD	100-0000-201.03-00	108.80	Bond MPD 16-2048
			Total for check: 54492		108.80	
WISCONSIN SUPPORT COLLECTIONS	54493	7/7/2016	20160707	100-0000-202.03-00	647.61	PAYROLL SUMMARY
			Total for check: 54493		647.61	
ZEP SALES & SERVICE	54494	7/7/2016	9002299105	731-1022-541.30-18	554.65	Supplies
			Total for check: 54494		554.65	
					263,207.68	

AP Check Register
Check Date: 7/14/2016

Date: 7/14/2016

<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	54495	7/14/2016	16826	100-1001-514.24-03	128.64	Crankcase Heater
			Total for check: 54495		128.64	
ACCURATE	54496	7/14/2016	1608167	731-1022-541.30-15	30.00	Riveter
		7/14/2016	1608235	731-1022-541.30-18	11.24	Air Plug
			Total for check: 54496		41.24	
AIRGAS USA LLC	54497	7/14/2016	9052608064	731-1022-541.30-18	115.00	Wire Mig
			Total for check: 54497		115.00	
AMBROSIUS CONCRETE SUPPLIES INC	54498	7/14/2016	40886	492-1003-541.82-02	1,744.20	36 Bags DOT Red
			Total for check: 54498		1,744.20	
ANIMAL HAVEN ZOO	54499	7/14/2016	ANIMAL HAVEN	100-0702-552.20-05	300.00	7/28/16 Event
			Total for check: 54499		300.00	
APPLETON ELECTRONICS SUPPLY LLC	54500	7/14/2016	17903	100-1008-541.24-04	25.50	Ball Bearing
			Total for check: 54500		25.50	
CITY OF APPLETON	54501	7/14/2016	231514	100-0302-542.25-01	14,225.00	Transit Services July
			Total for check: 54501		14,225.00	
AT&T	54502	7/14/2016	920R09453007	100-1001-514.22-01	110.90	Alarms
				601-1020-543.22-01	290.50	Alarms
			Total for check: 54502		401.40	

AP Check Register

Check Date: 7/14/2016

<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>
BOBCAT PLUS	54503	7/14/2016	IA09328	731-1022-541.38-03	227.93	Connector/Socket/Pin
			Total for check: 54503		227.93	
BRAZEE'S ACE HARDWARE	54504	7/14/2016	35105	100-0703-553.30-18	1.19	Bolt
			Total for check: 54504		1.19	
BRUCE MUNICIPAL EQUIPMENT INC	54505	7/14/2016	5162087	731-1022-541.38-03	256.63	Filter
			Total for check: 54505		256.63	
CESA #6	54506	7/14/2016	18493	100-0903-531.34-02	80.00	Training
			Total for check: 54506		80.00	
COMMUNITY HOUSING COORDINATOR	54507	7/14/2016	211	100-0304-562.21-06	1,800.00	May 2016
		7/14/2016	212	100-0304-562.21-06	1,800.00	June 2016
			Total for check: 54507		3,600.00	
UNEMPLOYMENT INSURANCE	54508	7/14/2016	00000778598	100-0702-552.15-09	30.10	Unemployment Comp
			Total for check: 54508		30.10	
EARTHLINK BUSINESS	54509	7/14/2016	EARTHLINK	100-0402-513.22-01	7.56	Assessor
				100-0201-512.22-01	7.35	Attorney
				100-0000-123.00-00	16.78	Building Inspector
				100-0203-512.22-01	15.28	Clerk
				100-0304-562.22-01	27.50	Com Dev
				100-1001-514.22-01	83.26	City Hall
				100-0401-513.22-01	37.10	Finance
				731-1022-541.22-01	29.85	Garage
				100-0903-531.22-01	56.41	Health
				743-0403-513.22-01	17.64	IT
				100-0601-551.22-01	195.52	Library

AP Check Register
Check Date: 7/14/2016

Date: 7/14/2016

<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>
EARTHLINK BUSINESS...	54509...	7/14/2016...	EARTHLINK...	100-0101-511.22-01	11.59	Mayor
				100-0702-552.22-01	31.10	Recreation
				100-0703-553.22-01	52.25	Parks
				100-0202-512.22-01	18.58	Personnel
				100-0801-521.22-01	288.29	Police
				100-1002-541.22-01	48.45	Eng
				100-0920-531.22-01	15.17	Senior
				100-1008-541.22-01	4.38	Sign
				100-0502-522.22-01	46.05	EOC
				207-0000-123.00-00	30.88	Marina
				100-0704-552.22-01	16.24	Pool
	100-0000-123.00-00	345.63	Menasha Utilities			
		Total for check: 54509		1,402.86		
FACTORY MOTOR PARTS CO	54510	7/14/2016		18-1497357	731-1022-541.38-03	104.91 Parts
				18-1501526	731-1022-541.38-03	132.77 Part
				18-1503900	731-1022-541.38-03	38.28 Oil
				18-Z07623	731-1022-541.38-03	295.14 Battery Core
				18-Z07686	731-1022-541.38-03	86.00 Battery Core
					Total for check: 54510	657.10
FARRELL EQUIPMENT & SUPPLY CO INC	54511	7/14/2016		25094-6	492-1003-541.82-02	115.00 Villa Roundabout
				28349	492-1003-541.82-02	(179.98) Credit
				INV000000809418	100-1008-541.30-18	28.50 Sonotube
				INV000000810085	492-1003-541.82-02	359.94 Supplies
				INV000000810877	625-1003-541.30-18	250.00 Curing Compound
					Total for check: 54511	573.46
FERGUSON ENTERPRISES #1550	54512	7/14/2016		3435990	100-0703-553.24-03	694.64 Sub Assy
				3439628	207-0707-552.24-03	577.90 CCY LF .25 GPM
				3443516	207-0707-552.24-03	47.20 Propex Rng

AP Check Register
Check Date: 7/14/2016

Date: 7/14/2016

<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>
FERGUSON ENTERPRISES #1550...	54512...	7/14/2016	CM344371	207-0707-552.24-03	(426.80) Credit	
			Total for check: 54512		892.94	
FERRELLGAS	54513	7/14/2016	1092205403	266-1027-543.30-18	83.20 Fuel	
			Total for check: 54513		83.20	
GODFREY KAHN SC	54514	7/14/2016	665131	501-0304-562.21-01	1,371.82 Matter #006106-0040	
			Total for check: 54514		1,371.82	
GRAINGER INC	54515	7/14/2016	9145230786	731-1022-541.30-18	166.00 Corrugated Shelf Bin	
			Total for check: 54515		166.00	
GRIESBACH READY-MIX LLC	54516	7/14/2016	3456	100-1004-541.30-18 100-1009-541.30-18 492-1003-541.82-02	449.50 Concrete-Grandview 248.00 Concrete-Grandview/Tayco 805.00 Concrete-Villa Way	
			Total for check: 54516		1,502.50	
GUSTMAN CHEVROLET SALES INC	54517	7/14/2016	40236	731-1022-541.38-03	83.18 Bumper	
		7/14/2016	40244	731-1022-541.38-03	665.53 Part	
		7/14/2016	CM40244	731-1022-541.38-03	(100.00) Credit	
			Total for check: 54517		648.71	
JOHN'S SAW SERVICE	54518	7/14/2016	10653	731-1022-541.38-03	18.96 Starter Cup/Springs	
			Total for check: 54518		18.96	
JX ENTERPRISES INC	54519	7/14/2016	G-261380007	731-1022-541.38-03	53.64 Switch	
			Total for check: 54519		53.64	
KITZ & PFEIL INC	54522	7/14/2016	052309-0020	100-0703-553.30-18	19.76 Epoxy Putty/Paste & Brush	

AP Check Register
Check Date: 7/14/2016

Date: 7/14/2016

<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...	54522...	7/14/2016	052314-0004	731-1022-541.38-03	16.46	Misc Hardware
		7/14/2016	052514-0203	100-0801-521.29-04	9.36	Misc Hardware
		7/14/2016	052614-0012	731-1022-541.30-18	14.38	Galv Shackle/Pins
		7/14/2016	052614-0023	100-0704-552.24-04	91.41	Putty/Misc Hardware
		7/14/2016	052614-0127	100-1008-541.30-18	12.59	Tape Measure
		7/14/2016	052714-0023	266-1027-543.30-18	14.39	Hinge Hasp
		7/14/2016	052714-0033	266-1027-543.30-18	5.02	U Bolts
		7/14/2016	052809-0016	100-0703-553.30-15	87.95	Hardware/Tools
		7/14/2016	053014-0001	100-0704-552.24-04	52.74	Hardware Misc
		7/14/2016	060214-0001	731-1022-541.38-03	28.98	Hardware/Ball Valves
		7/14/2016	060309-0016	100-1012-541.30-18	12.93	Bushing - Street Lighting
		7/14/2016	060314-0167	100-0704-552.30-10	7.18	Hardware
		7/14/2016	060409-0002	100-0703-553.30-18	43.17	Braided Rope/Ox Bit
		7/14/2016	060609-0060	100-0704-552.30-10	10.77	Hardware
		7/14/2016	060609-0064	493-0304-562.30-18	25.14	Anchor/Hitch Ring
		7/14/2016	060709-0003	100-0703-553.24-03	20.69	Caulk/Mortar Repair/Suppl
		7/14/2016	060714-0030	100-0703-553.30-18	33.86	Shop Tools/Hardware
		7/14/2016	060809-0080	100-0703-553.30-18	18.40	BackRel Sprayer/Adapter
		7/14/2016	060814-0059	100-0703-553.24-03	31.31	Hex-L Key Set/Drop Cloth Misc Hardware
		7/14/2016	060909-0017	100-0703-553.24-03	77.40	Misc Hardware
		7/14/2016	060909-0086	100-0704-552.30-18	14.90	Keys
		7/14/2016	060914-0184	100-0704-552.30-18	11.69	Batteries
		7/14/2016	061409-0067	731-1022-541.30-18	24.57	Quick Links
		7/14/2016	061414-0026	207-0707-552.30-18	18.97	Misc Hardware/Tools
		7/14/2016	061514-0008	100-0703-553.30-18	27.68	Elc Tape/GFCI & GFI Cover
		7/14/2016	061609-0092	731-1022-541.30-18	3.41	Grip Pad
		7/14/2016	061614-0034	100-0703-553.24-03	26.14	Couplings/Connector
		7/14/2016	061614-0049	100-0703-553.24-03	6.63	Disconnect Clips/Nipple
		7/14/2016	061709-0032	100-0703-553.30-18	28.31	Cleaners/Stor Reel/Stand
		7/14/2016	061714-0010	100-0703-553.24-03	22.25	Ball Valve/Misc Hardware
		7/14/2016	062009-0065	100-0702-552.30-18	5.84	Supplies

AP Check Register
Check Date: 7/14/2016

Date: 7/14/2016

<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...	54522...	7/14/2016	062014-0031	100-0703-553.24-03	9.67	Misc Hardware/Tools
			Total for check: 54522		833.95	
L&S TRUCK CENTER	54523	7/14/2016	240312	731-1022-541.38-03	37.95	Extension
			Total for check: 54523		37.95	
LANGE ENTERPRISES INC	54524	7/14/2016	58211	100-1008-541.30-18	138.25	Galvanized Square
			Total for check: 54524		138.25	
LEVENHAGEN CORPORATION	54525	7/14/2016	059813A-IN	100-0000-131.00-00	4,226.84	Fuel
		7/14/2016	059837A-IN	100-0000-131.00-00	12,400.62	Fuel
			Total for check: 54525		16,627.46	
LOWE, KATHY	54526	7/14/2016	LOWE REFUND	100-0000-441.23-00	92.61	Refund Event Cancelled
				100-0000-201.08-00	4.89	Refund Event Cancelled
			Total for check: 54526		97.50	
MARCO INC	54527	7/14/2016	50666439	743-0403-513.29-01	140.40	1st Floor Copier Agmt
			Total for check: 54527		140.40	
MENARDS-APPLETON EAST	54528	7/14/2016	97230	100-0704-552.30-10	22.33	Bags/Pliers
		7/14/2016	97711	100-1009-541.30-18	59.96	Poly Clear
			Total for check: 54528		82.29	
MENARDS-APPLETON WEST	54529	7/14/2016	25292	100-0703-553.30-18	57.29	Bungee/Terro/Rake
			Total for check: 54529		57.29	

AP Check Register
Check Date: 7/14/2016

Date: 7/14/2016

<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 NEENAH MUNICIPAL COURT	54530	7/14/2016	MNMC	100-0000-201.03-00	174.00 Bond	Report #MP16-2038
			Total for check: 54530		174.00	
POSTMASTER	54531	7/14/2016	MENASHA POST	100-1006-541.30-11	47.00 Postage	
				266-1027-543.30-11	47.00 Postage	
				266-1028-543.30-11	47.00 Postage	
			Total for check: 54531		141.00	
MENASHA TREASURER	54532	7/14/2016	FINANCE	100-0401-513.30-11	22.95 Mailing	
				100-1003-541.30-11	18.80 Postage	
				625-1010-541.30-18	4.45 Grate	
				743-0403-513.30-12	15.00 IT Elec Recycling	
			Total for check: 54532		61.20	
TOWN OF MENASHA UTILITY DISTRICT	54533	7/14/2016	1990	457-0304-562.22-05	9.60 Standby Water	1521 Brighton Beach Road
		7/14/2016	1991	457-0304-562.22-05	9.60 Standby Water	1300 Wittmann
			Total for check: 54533		19.20	
MBM	54534	7/14/2016	IN105631	743-0403-513.29-01	452.31 Copier Usage	
		7/14/2016	IN105632	743-0403-513.29-01	243.10 Monthly Print Care	Agreement
			Total for check: 54534		695.41	
MONROE TRUCK EQUIPMENT INC	54535	7/14/2016	756477	731-1022-541.38-03	34.00 Mud Flaps	
			Total for check: 54535		34.00	
MORTON SAFETY	54536	7/14/2016	168507-00	601-1020-543.30-18	61.74 Gloves	
			Total for check: 54536		61.74	
N&M AUTO SUPPLY	54537	7/14/2016	567849	731-1022-541.38-03	20.28 Tube Nut/Brake Fluid	
		7/14/2016	567885	731-1022-541.38-03	3.24 Union/Tube Nut	

AP Check Register

Check Date: 7/14/2016

<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>
N&M AUTO SUPPLY...	54537...	7/14/2016	568000	731-1022-541.38-03	9.31	Oil Filter
		7/14/2016	568552	731-1022-541.38-03	93.66	Pump/Core Deposit
		7/14/2016	568796	731-1022-541.38-03	19.96	Gear Lube
		7/14/2016	568844	731-1022-541.38-03	(38.90)	Credit
		7/14/2016	569103	731-1022-541.38-03	10.01	Gasket
			Total for check: 54537		117.56	
NETWORK HEALTH SYSTEM INC	54538	7/14/2016	347131	100-0202-512.21-05	874.00	Medical Screens
		7/14/2016	347487	100-0202-512.21-05	43.00	Medical Screen
			Total for check: 54538		917.00	
NIELSON COMMUNICATIONS INC	54539	7/14/2016	FV16-31566	731-1022-541.24-04	162.12	Antenna Mount & Adapter
			Total for check: 54539		162.12	
NORTHEAST ASPHALT INC	54540	7/14/2016	1427632	492-1003-541.82-02	927.17	Villa's Roundabout/Bridge
			Total for check: 54540		927.17	
OSHKOSH FIRE & POLICE EQUIPMENT INC	54541	7/14/2016	165489	100-0801-521.29-04	85.00	Door Panel/Window Guard
			Total for check: 54541		85.00	
PACKER CITY INTL TRUCKS INC	54542	7/14/2016	X103031001:01	731-1022-541.38-03	1,704.07	Fuel
			Total for check: 54542		1,704.07	
POMP'S TIRE SERVICE INC	54543	7/14/2016	320042825	731-1022-541.38-02	860.70	Tire Service
		7/14/2016	320043251	731-1022-541.38-02	150.00	Tire Service
		7/14/2016	320043252	731-1022-541.38-02	160.00	Skid Steer Dismount/Mount
		7/14/2016	320043713	731-1022-541.29-04	64.95	Light Truck Alignment
		7/14/2016	320043900	731-1022-541.38-02	3,046.40	Tire Service

AP Check Register
Check Date: 7/14/2016

Date: 7/14/2016

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
POMP'S TIRE SERVICE INC...	54543...	7/14/2016	320043916	731-1022-541.38-02	792.00	Tire Service
			Total for check: 54543		5,074.05	
PRECAST SOLUTIONS LLC	54544	7/14/2016	619	625-1010-541.30-18	175.96	Riser
			Total for check: 54544		175.96	
RANGER SERVICES INC	54545	7/14/2016	06CM162	100-0706-561.20-06	240.00	Stump Removal
			Total for check: 54545		240.00	
SECURIAN FINANCIAL GROUP INC	54546	7/14/2016	002832L	100-0000-204.07-00	2,939.18	July Life Insurance
			Total for check: 54546		2,939.18	
SERVICEMASTER BUILDING MAINTENANCE	54547	7/14/2016	20335	100-1001-514.20-01	1,150.00	Janitorial Service
		7/14/2016	20336	731-1022-541.20-01	530.00	Janitorial Service
		7/14/2016	20358	100-0903-531.20-01	515.00	Janitorial Service
		7/14/2016	20363	100-0801-521.20-01	1,562.00	Janitorial Service
			Total for check: 54547		3,757.00	
SHERWIN WILLIAMS CO	54548	7/14/2016	0362-3	100-1008-541.24-04	42.39	Lever
		7/14/2016	0566-9	731-1022-541.24-03	8.25	Latex
		7/14/2016	0604-8	100-1001-514.24-03	33.12	Paint
			Total for check: 54548		83.76	
SPEEDY CLEAN DRAIN & SEWER INC	54549	7/14/2016	60709	100-0703-553.24-03	198.50	Service
			Total for check: 54549		198.50	
SPORTS GRAPHICS	54550	7/14/2016	0616-066	100-0704-552.30-10	50.40	Shirts
		7/14/2016	0616-074	826-0702-552.30-18	218.42	T-Shirts

AP Check Register
Check Date: 7/14/2016

Date: 7/14/2016

<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>
SPORTS GRAPHICS...	54550...	7/14/2016...	0616-074...	100-0702-552.30-18	218.43	T-Shirts
			Total for check: 54550		487.25	
STAPLES BUSINESS ADVANTAGE	54551	7/14/2016	3305928539	731-1022-541.30-10	68.39	Supplies
			Total for check: 54551		68.39	
STUMPF CREATIVE LANDSCAPES	54552	7/14/2016	STUMPF	100-1003-541.30-18	112.00	Plants
			Total for check: 54552		112.00	
SUPPLYWORKS	54553	7/14/2016	370179467	100-0703-553.24-03	108.07	Valve/Screwdriver Set
			Total for check: 54553		108.07	
TASC	54554	7/14/2016	IN824945	100-0202-512.21-06	260.00	Flex Spending Mgmt Fee June
			Total for check: 54554		260.00	
UNIFIRST CORPORATION	54555	7/14/2016	097 0214511	731-1022-541.20-01	119.39	Supply/Cleaning Service
			Total for check: 54555		119.39	
UNITED PAPER CORPORATION	54556	7/14/2016	104589	100-0704-552.30-17	120.98	Cups
			Total for check: 54556		120.98	
US CELLULAR	54557	7/14/2016	0141637069	100-0201-512.22-01	28.43	Captain
				100-1019-552.22-01	12.15	Bridges
				601-1020-543.22-01	0.50	Confined Space
				100-0801-521.22-01	79.32	Police Dept
				100-0904-531.22-01	68.45	Drew
				100-1002-541.22-01	2.30	Hutter
				100-0702-552.22-01	52.19	Tungate
				100-0703-553.22-01	91.95	Park Department
				731-1022-541.22-01	59.34	PWF

AP Check Register
Check Date: 7/14/2016

Date: 7/14/2016

<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>
US CELLULAR...	54557...	7/14/2016...	0141637069...	100-1008-541.22-01 601-1020-543.22-01	11.51 0.50	Bursack Sewer Truck
			Total for check: 54557		406.64	
VALLEY AQUATIC SOLUTIONS LLC	54558	7/14/2016	0058926-IN	100-0704-552.30-18	1,252.14	Supplies
			Total for check: 54558		1,252.14	
WAVERLY SANITARY DISTRICT	54559	7/14/2016	001-0220-00	100-0703-553.22-05	58.20	Sewer/Water
			Total for check: 54559		58.20	
WE ENERGIES	54560	7/14/2016	WE ENERGIES	100-1008-541.22-01	9.57	455 Baldwin Street Gas Service
			Total for check: 54560		9.57	
WIL-KIL PEST CONTROL	54561	7/14/2016	2918684	731-1022-541.20-07	68.75	PWF Contract
			Total for check: 54561		68.75	
WINNEBAGO COUNTY CLERK OF COURTS	54562	7/14/2016	WINNEBAGO	100-0000-201.03-00 100-0000-201.03-00	150.00 235.00	Bond Bond Report #MP16-2124 Report #16-2159
			Total for check: 54562		385.00	
WISCONSIN MEDIA	54563	7/14/2016	0009962083	100-0405-513.29-02	648.19	Legals
			Total for check: 54563		648.19	
WMCA	54564	7/14/2016	WMCA	100-0203-512.34-02	75.00	Seminar
			Total for check: 54564		75.00	

AP Check Register
Check Date: 7/14/2016

Date: 7/14/2016

<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>
WMCA	54565	7/14/2016	WMCA	100-0203-512.34-02	160.00	Annual Conference
			Total for check: 54565		160.00	
WOODLAND DEVELOPMENT LLC	54566	7/14/2016	WOODLAND	470-1003-541.82-02	11,183.30	Deferred Assessment 3rd Payment
			Total for check: 54566		11,183.30	
YMCA OF THE FOX CITIES	54567	7/14/2016	CM3Q16	100-0920-531.21-06	22,166.00	Senior Center 3rd Quarter 2016
			Total for check: 54567		22,166.00	
ZANDER PRESS INC	54568	7/14/2016	74455	100-1002-541.29-01	112.28	Business Cards
				625-1002-541.29-01	37.43	Business Cards
			Total for check: 54568		149.71	
ZARNOTH BRUSH WORKS INC	54569	7/14/2016	0160638-IN	625-1005-541.30-15	417.00	Cablewrap broom refill
			Total for check: 54569		417.00	
					102,386.61	



To: Menasha Common Council
From: Jenny Groeschel and Ginger Tralongo, Police Records
RE: Beverage Operator License (Bartender) Applicants
Date: July 13, 2016

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

Michel Koski
Janice Laurin
Kim Hollingsworth
Nicholas Siegel
Jakob Helm
D'Angelo McIntosh

CC: Chief Styka



MEMORANDUM

Date: July 14, 2016
To: Common Council
From: Debbie Galeazzi, Clerk
Subject: Liquor License Application for Margaritaville Lounge, 6 Tayco Street.

Jennifer Almeida-Sandoval, agent for Margaritaville Lounge, informs me the electrical work on the building has not been done so the final inspections could not be completed. Health Department, Fire Department, and Building Inspectors recommends approving the license with the condition they do not open for business until final inspections have been completed and occupancy permits have been issued. I will report any updates at the meeting.

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2016 ending: 06 30 2017
(MM DD YYYY) (MM DD YYYY)

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

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

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Margantaville Lounge LLC
 Address of Corporation/Limited Liability Company (if different from licensed premises) 6 Tayco St. Menasha, WI 54952
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	Jennifer Almeida-Sandoval	1997 Eastowne Ln. Appleton, WI	54915
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	Jennifer Almeida Sandoval	1997 Eastowne Ln. Appleton, WI	54915
Directors/Managers			

- C. 1. Trade Name Margantaville Business Phone Number (920) 722-1622
 2. Address of Premises 6 Tayco St. Post Office & Zip Code Menasha, WI 54952
 3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
 4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) beer stored in cooler liquor
 5. Legal description (omit if street address is given above): On shelves Basement used for storing inventory
 6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No
 b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No
 7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No
 8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No
 9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
 10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No
 11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 28 day of April, 20 16

[Signature]
 (Clerk/Notary Public)

My commission expires _____

[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

456-1028163477-02

Applicant's WI Seller's Permit No. / FEIN Number:	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input checked="" type="checkbox"/> Reserve Class B liquor	\$ 375
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 25
TOTAL FEE	\$ 500

RESOLUTION R-23-16

A RESOLUTION SUPPORTING APPLICATION FOR A 2016 WISCONSIN RPC AND DNR EMERALD ASH BORER (EAB)
MITIGATION GRANT PROGRAM

Introduced by Mayor Merkes

WHEREAS, the applicant, City of Menasha, is interested in obtaining a cost-share grant from the Bay-Lake Regional Planning Commission for the purpose of funding Emerald Ash Borer mitigation projects under funding originating from the U.S. Forest Service, Great Lakes Restoration Initiative;

WHEREAS, the application attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, City of Menasha, will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Superintendent of Parks, Forestry, Facilities, and Cemeteries, its official or employee, to act on its behalf to:

1. Sign and submit the grant application.
2. Sign a grant agreement between applicant and the Bay-Lake Regional Planning Commission.
3. Submit interim and/or final reports to the Bay-Lake Regional Planning Commission to satisfy the grant agreement.
4. Submit reimbursement requests and, if applicable, contractor invoices to the Bay Lake Regional Planning Commission.
5. Sign and submit other required documentation.
6. Accept, receive, and spend funding.

Passed and approved this ____ day of ____, 2016.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, Clerk



SERVING NORTHEAST WISCONSIN SINCE 1972

Coastal Planning

Environmental Corridors

Sewer Service Area / Water
Quality Management Reviews
("208 Reviews")

Hazard Mitigation Planning

Niagara Escarpment

Beach Improvement Projects

Lake Michigan Water Trail

Coastal Cities Trail Inventory

Public Access to Green

Bay/Lake Michigan

EAB Impact Mitigation Grant



2016 Wisconsin RPCs and DNR EAB Impact Mitigation Grant

The Wisconsin RPCs and DNR EAB Impact Mitigation Grants will fund projects within the Wisconsin Great Lakes Basin that focus on mitigating the impacts of Emerald Ash Borer (EAB) and preparing communities for EAB invasion by diversifying their urban and community forests.

The funding is made available through a FY2015 U.S. Forest Service Great Lakes Restoration Initiative (GRLI) grant received by the Bay-Lake Regional Planning Commission earlier this year. See the [Application Guide](#) [PDF] for more information.

- Awards will range from \$1,000 to \$20,000 and will require a 25% match (total project cost range is \$1,250 to \$25,000 and the match may be cash or in-kind).
- Only one Wisconsin EAB Impact Mitigation Grant may be awarded to an applicant per year.
- Projects begin October 1, 2016, and must be completed by September 29, 2017.
- Applications are due by 4:00 PM on August 17, 2016.

Who May Apply

- Cities, villages, towns, counties, and tribes who meet the following conditions may apply:
 - Located in Wisconsin;
 - Located within the Lake Michigan or Lake Superior Basin; and
 - Located within an EAB quarantined County (see [Attachment A: Eligible Communities](#) [PDF]).
- Prospective applicants may contact Angela Kowalzek-Adrians at Bay-Lake Regional Planning Commission for guidance on assessing eligibility: angelaka@baylakerpc.org or (920) 448-2620.

Eligible Projects

An eligible project must address Emerald Ash Borer impact by planting non-host tree species (1-2.5" diameter) within Wisconsin counties, cities, village, towns, or tribes within the Great Lakes Basin and an EAB quarantined county. Natives are encouraged, where appropriate. Planting of maples will not be funded.

Ineligible Projects

- Tree removals or pesticide treatments.
- Planting maple trees.
- Construction projects, land clearing, or stump removal.
- Land or boundary surveys or title search, appraisal, sale, or exchange of real property.
- Plans, studies, or educational outreach.

Eligible Costs

Eligible costs are those costs directly related to the completion of a tree planting project and that were incurred during the project period. Costs must be documented, reasonable and consistent with the project scope to receive reimbursement. Examples include the cost of purchased services [\[1\]](#), supplies, equipment use, product, or facilities used on the project (such as trees or staking materials).

Trees must be 1 to 2.5" diameter. The funding will not cover the planting of maples.

Eligible Match

- An eligible 25% match includes cash or in-kind services provided for the project and that have occurred during the project period. Costs must be documented, reasonable, and consistent with the project scope.

- In-kind costs can include county/municipal/tribal employee salaries or fringe benefits for time needed for completing the project and incurred during the project period. Fringe benefit rates are capped at 48.07%. In-kind costs can include volunteer time at \$15/hour.
- Eligible match activities include costs associated with ash tree removals, purchased/contracted services, equipment use, supplies, or facilities used on the project (such as trees or pesticides). Costs for equipment use are capped at the DOT equipment rates (see [Attachment B: DOT Equipment Rates](#) [PDF]) or local rates, whichever is lower.

How to Apply

- Complete the [grant application form](#) [PDF Fillable Form]. The form is electronically fillable, printable and savable. It provides the opportunity to submit the application by e-mail, which is the preferred method.
- **Submit the application by e-mail (preferred) or mail by 4:00 PM on Wednesday, August 17, 2016** (must be postmarked no later than August 17, 2016).
- Adopt a resolution from your governing body designating a representative to file the application and handle all grant actions on behalf of the applicant ([Attachment C: Sample Resolution](#) [Word]). This can take several weeks; please plan accordingly. The applicant must **submit the resolution by September 15, 2016** via e-mail (preferred) or mail.
- Any resolution received after September 15, 2016 will not be considered and the associated application will be considered incomplete and void.

How to Submit Application

Electronic submission (PREFERRED):

Save, then click, "Submit by E-mail." You will be given the opportunity to edit the message and provide attachments to an email addressed to angelaka@baylakerpc.org.

Mail hard copies to:

BAY-LAKE REGIONAL PLANNING COMMISSION

ANGELA KOWALZEK-ADRIANS

425 S ADAMS ST STE 201

GREEN BAY WI 54301

Electronic submissions must be received, OR hardcopies postmarked by 4:00 PM, August 17, 2016

Grant Materials for Download

[2016 Grant Application](#) [PDF fillable form]

[Grant Application Guide](#) [PDF]

[Attachment A, Eligible Communities](#) [PDF]

[Attachment B, DOT Equipment Rates](#) [PDF]

[Attachment C, Sample Resolution](#) [Word]

Are you having trouble will the fillable PDF applicaiton form?

[1] Excludes county/municipal/tribal employees' salary or fringe, or municipal/county/tribal equipment or facilities. These items may serve as match.

This funding is made available through a FY2015 U.S. Forest Service Great Lakes Restoration initiative (GRLI) grant received by the Bay-Lake Regional Planning Commission under grant agreement 16-DG-11420004-005.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

ORDINANCE O-7-16

AN ORDINANCE AMENDING TITLE 13 BY MAKING CERTAIN CHANGES TO THE DISTRICT (620 Racine Street, Parcel #1-00517-00)

Introduced by Mayor Merkes on the recommendation of the Plan Commission.

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

SECTION 1: The Zoning Ordinance Title 13 and Zoning District made a part thereof is hereby amended by changing the property at 620 Racine Street, Parcel #1-00517-00 from R-1 Single Family Residence District to C-1 General Commercial District, described as follows:

620 Racine Street, Parcel #1-00517-00 REED'S FIRST ADDITION S 50' OF E1/2 OF LOT 4 OF BLOCK 2.

SECTION 2: All Ordinances and parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 3: this ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of July, 2016.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

R-24-16

A RESOLUTION SUPPORTING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES – URBAN FORESTRY GRANT FOR EMERALD ASH BORER IMPLEMENTATION PLAN, UPDATE TREE INVENTORY TO DETERMINE URBAN TREE CANOPY AND TREE PLANTING DIVERSITY.

Introduced by Mayor Merkes

WHEREAS, the Emerald Ash Borer (EAB) has been found in the Fox Cities of Wisconsin; and,

WHEREAS, the City of Menasha desires to take a proactive approach in preparing for the arrival of EAB; and,

WHEREAS, the implementation of pre-emptive removal of Ash trees, replanting a diversity of species in our urban forest, and updating our tree inventory to gain greater understanding of the city's trees (diversity/condition) and re-calculate the urban canopy.

WHEREAS, The City of Menasha hereby requests financial assistance under s. 20.370, Wis. Stats., Chapter NR 47, Wis. Admin. Code, for the purpose of funding urban and community forestry projects.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Menasha authorizes the Superintendent of Parks, Forestry and Cemeteries to act on the City's behalf to:

- Submit an application to the Department of Natural Resources for financial assistance under s. 20.370, Wis. Stats., Chapter NR 47, Wis. Admin. Code;
- Sign necessary documents; and
- Submit a final report.

Passed and approved this ____ day of July, 2016

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

RESOLUTION R-25-16

A RESOLUTION APPROVING A 2016 BUDGET ADJUSTMENT FOR THE BORROWING OF FUNDS TO FACILITATE ACQUISITION, DEMOLITION, AND ENVIRONMENTAL CLEANUP OF THE PROPERTY AT 867 VALLEY ROAD AND THE ACCOMPANYING BORROWING TO BE INCLUDED WITHIN THE 2016 CAPITAL IMPROVEMENT PROGRAM BORROWING

Introduced by Alderman Krautkramer

WHEREAS, The City of Menasha did not include the purchase of land in the 2016 Capital Improvement Program Budget to eliminate blight and facilitate environmental cleanup of the property at 867 Valley Road; and

WHEREAS, The Common Council has authorized staff to pursue a purchase and sale agreement with Realty Opus Inc. to acquire the property for \$175,000; and

WHEREAS, The City of Menasha has been granted a Site Assessment Grant from the Wisconsin Economic Development Corporation for the amount of \$150,000 to assist with asbestos abatement, demolition, and soil testing at the property; and

WHEREAS, The City of Menasha will borrow funds to retain Key Engineering to perform professional environmental and engineering services in the amount of \$18,200; and

WHEREAS, The Common Council has authorized staff to pursue a development agreement with Multistorage, LLC to sell the property at the completion of the cleanup for the purpose of the construction of self-storage units; and

WHEREAS, The City of Menasha has already executed its 2016 Capital Improvement Program Borrowing and will need to include the purchase of the parcel at 867 Valley Road as well as the advancement of funds to pay for environmental cleanup activities at the site with the 2016 Capital Improvement Program Borrowing.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council that staff is hereby authorized and directed to complete the following: (1) to approve the Purchase and Sale Agreement with Realty Opus Inc., and (2) to approve the Development Agreement with Multistorage, LLC., and (3) to amend the 2016 Capital Improvement Program Budget to include the purchase of land and acquisition of professional services to enable the improvement of the property 867 Valley Road in the amount of \$343,200, and (4) to execute a borrowing with the State Trust Fund Loan Program, as part of the 2016 Capital Improvement Plan borrowing, to fund the purchase and professional services.

Passed and approved this ____ day of July, 2016

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, Clerk



To: Common Council
From: Kevin Englebert, Associate Planner *KRE*
Date: July 13, 2016
RE: Acquisition of 867 Valley Road (#4-00753-00)

Per action of the Common Council taken on March 7, 2016, Community Development staff was authorized to pursue the acquisition of the property at 867 Valley Road. The purpose of the acquisition is to facilitate environmental site clean-up in preparation for a developer to acquire and redevelop the property. The city has applied for and was awarded a Site Assessment Grant (SAG) from WEDC in the amount of \$150,000 to be applied to environmental site work. This includes asbestos abatement, demolition of the three existing structures, and soil testing. In order to fulfill the local match commitment of the grant, city staff is proposing to acquire the property temporarily and in conjunction with Key Engineering, manage the demolition and site clearance with the awarded WEDC funds.

Staff has reached agreements with Realty Opus (owner) and Multistorage LLC (developer) to purchase the property and develop the site. It is the desire of the developer to construct storage units at the location which is a permitted use in the I-1 General Industrial District and is consistent with the Comprehensive Plan. The following terms are contained within the agreements:

- City of Menasha to enter into a Development Agreement with Multistorage LLC and Purchase and Sale Agreement with Realty Opus Inc.
- City to purchase the property from Realty Opus for \$175,000.
- Realty Opus to escrow \$100,000 for any unforeseen environmental contamination that the \$150,000 WEDC grant does not cover.
- Key Engineering to update the Phase 1 Environmental assessment; Developer to pay for updating the Phase I Environmental assessment at a cost not to exceed \$1,500.
- Key Engineering to apply on behalf of the City for a Voluntary Party Liability Exemption (VPLE) from WDNR within 30 days of acquisition.
- In conjunction with Key Engineering, City to undertake demolition and site clearance in a timely manner upon receipt of all necessary approvals as may be related to clearance for asbestos abatement or any other conditions requiring approval by state or federal authorities.
- Developer to reimburse city for actual costs of WDNR Voluntary Party Liability Exemption application, case closure, and other WDNR permits and fees in an amount not to exceed \$30,000.

- City to sell property to developer upon completion of site clearance and receipt of VPLE certificate of completion from WDNR. Developer to pay \$175,000 plus interest to reimburse the City for real estate acquisition upon transfer. Closing to be within 60 days of receipt of certificate of completion from WDNR.
- City to transfer site to developer in a level, graded condition.

The City will be advancing funds to pay for the site acquisition and grant activities until reimbursement. The costs the City will be directly responsible include \$250 for an update of the Phase 1 environmental assessment, and \$1750 to pay for specifications to be written for demolition and asbestos abatement.

Attached to this memo are pictures of the property, a site map, the Purchase and Sale Agreement with Realty Opus, and the Development Agreement with Multistorage LLC.

Recommendation

Staff recommends approval of resolution R-25-16 which will allow the City to utilize the awarded grant funds to address the environmental site conditions and to develop the property to a higher and better use.

867 Valley Road









Memorandum

To: Common Council
From: Greg Keil, CDD *GK*
Date: February 3, 2016
RE: Acquisition of 867 Valley Road

Per action of the Common Council taken on March 17, 2014 (see attached) staff was authorized to pursue the acquisition of the above referenced property. The purpose of the acquisition was to facilitate environmental site clean-up in preparation for the future acquisition by and expansion of the adjacent Warehousing of Wisconsin (WOW) facilities. Subsequently, the city applied for and was awarded a Site Assessment Grant (SAG) in the amount of \$150,000 to be applied to environmental site work. Matching funds in the amount of \$175,000 are required and are to be used for property acquisition. At its expense WOW undertook a Phase 1 Environmental Assessment in 2014 and a wetland survey was also undertaken. A small pocket of wetlands were found in the area WOW was contemplating its expansion. Due to this condition and other factors WOW has elected not to proceed with its expansion plans.

City staff has made contact with WEDC regarding the status of the SAG grant and inquired whether the grant funds could still be used if the property were to be purchased by another entity. We received a positive response and have since met with two prospective purchasers who are interested in constructing self storage facilities on the site.

At this time I am seeking authorization of the Common Council to proceed with negotiating with the property owner and the prospective purchasers under the basic terms outlined in the attached. I recommend that we continue to pursue the acquisition of the property while we still have access to the grant funds to address the environmental site conditions.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made effective as of the ___ day of July, 2016, by and between Realty Opus Inc., a Wisconsin corporation ("Seller"), and the City of Menasha, a Wisconsin municipal corporation ("Purchaser").

Seller owns that certain property within the City of Menasha, State of Wisconsin, commonly referred to as 867 Valley Road, and as more fully described in Exhibit A (the real estate, together with all buildings and fixtures, are referred to herein as the "Property").

1. Agreement to Sell/Purchase. Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, Seller's Property upon the terms, conditions and provisions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property of ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.00) will be paid in cash or equivalent at closing unless otherwise provided below.

3. Closing. The closing date for the transfer of the Property shall be on or before _____, 2016 and shall be held at the Office of the City Attorney, City Hall, 140 Main Street, Menasha, Wisconsin or where the Parties may otherwise agree. Closing shall be through an escrow established with the Title Insurer as escrowee. The Closing Escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into, nor in any manner superseded by, the Closing Escrow. The Closing Escrow costs and fees, including any fee for the Escrow Style closing, shall be equally divided between Purchaser and Seller.

4. Delivery of Documents and Written Notices. All notices and delivery of documents to a Party provided for under this Agreement shall be effective only when accomplished by one of the methods specified below:

A. Personal Delivery: giving the document or written notice personally to the Party, or the Party's named recipient for delivery: Seller_____ Purchaser_____

B. Fax: fax transmission of the document or written notice to the following telephone number: Seller_____ Purchaser_____

C. Commercial Delivery: sent by a reputable national overnight delivery service, addressed either to the Party, or to the Party's named recipient for delivery

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same to the other party hereto.

5. Occupancy. Occupancy of the entire Property shall be given to Purchaser at time of closing.

6. Title; Survey; Review Period.

(i) Title Commitment. Within fifteen (15) days after the effective date of this Agreement, Seller shall obtain a commitment for an ALTA Owner's Form policy of title insurance issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Purchaser. Seller shall also request that the Title Insurer provide copies of all title exceptions shown or referenced in the Commitment. If title is not acceptable for closing, Purchaser shall notify Seller in writing of objections to title within 15 days after delivery of the title commitment to Buyer. In such event, Seller shall have reasonable time, but not exceeding 5 days, from Purchaser's delivery of the notice stating title objections, to deliver notice to Purchaser stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Purchaser may deliver to Seller written notice of termination and this Agreement shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Purchaser.

(ii) Title Policy. Seller shall cooperate reasonably with Purchaser in causing the Title Insurer to issue, or to be irrevocably committed to issue, to Purchaser an ALTA Owner's title policy at Closing, subject only to the permitted exceptions and in the amount of the Purchase Price or such other value as determined by Purchaser and acceptable to the Title Insurer.

7. Conveyance. Seller shall convey the Property by warranty deed free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them and recorded easements for the distribution of utility and municipal services. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee. General real estate taxes for the current year and any and all special taxes or assessments which are a lien but not yet due and payable will be estimated, for example taxes shall be based on the net general real estate taxes for the preceding year, or the current year if available and all such amounts will be paid by Seller to Purchaser at closing. There will be no proration.

8. Representations and Warranties.

- a. The representations and warranties set forth herein shall be true and correct in all material respects at and as of the closing date and shall survive the closing.
- b. Seller represents and warrants there is no action, suit, proceeding, claim, arbitration against Seller, its activities or assets before any court or governmental agency except as disclosed in writing to the Purchaser.
- c. Seller represents and warrants to Purchaser that it has provided all documents responsive to paragraph 9 below.
- d. Seller has full power and authority to enter into this Agreement and to perform all the obligations of Seller hereunder and no further consent or

approval is required in order for this Agreement to constitute a legal, valid and binding obligation of Seller;

- e. Seller has disclosed all environmental reports and written notices regarding environmental matters pertaining to the Property; and
- f. Seller is not a foreign person, as that term is defined under Section 1445 of the Internal Revenue Code, and at Closing, Seller shall provide Purchaser with an affidavit, in customary form, establishing that Purchaser is not required to withhold any portion of Seller's proceeds.

9. Document Disclosure Contingency. Seller shall deliver the following documents to Purchaser within 10 days of the effective date of this Agreement:

- a. Any and all notices of federal, state or local regulations requiring repairs, alterations or corrections of an existing condition
- b. Any and all government investigation or private assessment/audit of environmental matters conducted
- c. Any and all notices of the Property or any portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations
- d. Surveys
- e. Permits and licenses related to the Property

All documents Seller delivers to Purchaser shall be true, accurate, legible and complete and shall be listed on Exhibit A attached hereto and made a part of this Agreement.

10. Inspection Contingency. The Purchaser's obligation to purchase the Property is contingent upon the Purchaser's ability to secure a contract with a contractor or contractors to demolish the buildings, clearance of the site to a reasonably uniform level or gently sloping surface and asbestos abatement/disposal at a cost not to exceed \$130,000. Seller authorizes Purchaser and its prospective contractors to physically inspect the Property to the extent necessary in order to get written estimates. This contingency shall be deemed satisfied unless Purchaser, within 45 days of the effective date notifies Seller that it is unable to secure said contract(s) at a cost that exceeds \$130,000.

11. Closing Adjustments. All installments of assessments and utility charges which are due and payable as of Closing shall be paid by Seller. General and special real estate taxes, utilities charges and installments of assessments not due and payable as of the Closing shall be on the basis of the most recently applicable and ascertainable bill/information therefor and paid by Seller to Purchaser.

12. After-Closing Adjustments. Seller is aware that Purchaser has secured a Wisconsin Economic Development Corporation Site Assessment Grant (Grant) in relation to the

Property. Purchaser will have a Phase I (update) and Phase II environmental assessment performed and may need to engage in remediation activities arising from the results of the environmental assessment in its efforts to pursue a Wisconsin Department of Natural Resources Voluntary Party Liability Exemption. If the costs of remediation exceed the Grant monies, then Seller shall be responsible to pay the excess costs in an amount up to \$100,000.00. These costs shall be paid from the escrowed funds.

13. Applicable Law. This Agreement shall be interpreted and enforced according to the laws of the state of Wisconsin.

14. No Waivers. Failure of the Purchaser to enforce any provision contained herein will not be deemed a waiver of the Purchaser's right to enforce such provision or any other provision in the event of a subsequent default.

15. Construction. Seller and Purchaser hereby acknowledge that both parties participated equally in the negotiation of this Agreement and that no court construing this Agreement shall construe it more stringently against one party than against the other, regardless of which party's counsel drafted this Agreement.

16. Time Of The Essence. Time is of the essence with respect to performance required under this Agreement.

17. Non-Business Days. If the Closing Date or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday, then the Closing Date or such notice or performance shall be postponed until the next business day.

18. Special Assessments. Special assessments, if any, levied or for work actually commenced prior to the date of this Agreement shall be paid by Seller no later than closing.

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF MENASHA, WISCONSIN

AND

MULTISTORAGE, LLC

DATED AS OF JULY _____, 2016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of July 2016, by and between the CITY OF MENASHA, Wisconsin, a Wisconsin municipal corporation with its principal offices located at 140 Main St., Menasha, Wisconsin 54952 (hereinafter "CITY"), and MULTISTORAGE, LLC., a Wisconsin limited liability company with its principal offices located at _____ 54956 (hereinafter "DEVELOPER").

ARTICLE I

SECTION 1.01 Purpose of Agreement. The parties hereto are entering into this Development AGREEMENT for the redevelopment and construction of commercial property at 867 Valley Road, Menasha, Wisconsin (hereinafter "PROPERTY"). The parties have worked cooperatively regarding initial planning, financing, and feasibility of such a development. Further, the parties have reached an understanding regarding participation in the future development and intend to enter into this Development AGREEMENT to record the understandings and undertakings of the parties and to provide a framework within which the development may proceed.

ARTICLE II

OVERVIEW OF THE PROJECT

SECTION 2.01 The PROJECT consists of two phases. The first phase is site acquisition, investigation, demolition, and clearing up environmental conditions on the PROPERTY to make the site ready and available for commercial development. The second phase of the PROJECT is commercial development of the PROPERTY resulting in the construction of not less than 7 mini-storage buildings comprised of between 225-275 units in various sizes ranging from 10' x 10' to 14' x 36'. Each of these buildings will range in size from 3,200 sq. ft. to 11,990 sq. ft.

ARTICLE III

CONDITIONS PRECEDENT TO CLOSING

SECTION 3.01 Conditions to DEVELOPER's Obligation to Close. DEVELOPER's obligation to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

SECTION 3.01.1 The CITY's acquisition of the PROPERTY;

SECTION 3.01.2 The CITY'S demolition of the building(s) and structure(s) on the PROPERTY, the CITY's hauling away and disposing of all debris from said demolition (except for crushed debris used for fill) and the CITY'S restoration of the PROPERTY to a reasonably uniform level or gently sloping surface suitable for the PROJECT." To that end, the CITY's engineer and the DEVELOPER's engineer shall work together so that the resulting grade will be sufficient to meet the Parties' needs and objectives; and

- SECTION 3.01.3 The CITY's acquisition of WDNR Voluntary Party Liability Exemption following any required remediation on the PROPERTY, and the CITY's receipt of an unconditional Certificate of Completion acceptable to the DEVELOPER's engineer.
- SECTION 3.01.4 The CITY's pre-approval of all zoning, permitting, drainage, and site plans associated with the PROJECT.
- SECTION 3.01.4 The DEVELOPER's receipt of an updated Phase I environmental assessment at the conclusion of the CITY's remediation process, indicating no substantial issues which, in the opinion of the DEVELOPER's engineers, would materially increase DEVELOPER's costs or potential current of future risks or liabilities in continuing with the PROJECT.
- SECTION 3.01.5 The DEVELOPER's review and approval of the title insurance commitment provided by the CITY.
- SECTION 3.01.6 Receipt of an opinion from the DEVELOPER's engineer that the PROPERTY, in light of all information acquired during the CITY's remediation of the PROPERTY, the VPLE process, the site plan and permitting application process, and the updated Phase I environmental analysis, is suitable for development of the PROJECT without extraordinary costs or potential current or future risks or liabilities.
- SECTION 3.02 Pre-Closing Undertakings of the DEVELOPER. Prior to Closing, the DEVELOPER agrees that it shall at its expense have obtained all necessary approvals and permits necessary to undertake the Development, including but not limited to, site plan review, zoning approvals, and any other local, state, or federal approvals or permits.

ARTICLE IV

DEVELOPER OBLIGATIONS

- SECTION 4.01 Acquisition of PROPERTY. Following completion of the pre-closing conditions DEVELOPER shall acquire title to PROPERTY.
- SECTION 4.01.1 CITY agrees to transfer the PROPERTY to DEVELOPER by warranty deed. DEVELOPER agrees to purchase the PROPERTY for \$175,000 (plus interest) to be paid to CITY at closing. DEVELOPER shall also pay at closing the cost of updating the Phase I Environmental assessment at a cost not to exceed \$1,500 (the CITY shall be responsible for the balance, if any) plus the actual costs to CITY to secure WDNR Voluntary Party Liability Exemption, other WDNR permits and fees, and USACOE permits and fees if necessary in an amount not to exceed \$30,000 (the CITY shall pay the balance, if any). If closing does not occur, the CITY shall be responsible for said costs.
- SECTION 4.01.2 Title Insurance. The CITY shall provide an ALTA title insurance commitment letter prior to closing and the CITY shall provide a title insurance policy to DEVELOPER. The standard terms of a WB-15 Commercial Offer to Purchase concerning closing proration, special assessments, and title evidence shall apply.

- SECTION 4.01.3 Title. The CITY shall cooperate with DEVELOPER to clear up any defect in title that may be pertaining to the PROPERTY; provided, however, conveyance shall be subject to (1) reasonable and customary easements and restrictions of record; (2) requisite public and private utility easements; (3) CITY covenants/restrictions, none of which may be removed or modified without CITY's approval; and (4) all other terms and conditions of this AGREEMENT.
- SECTION 4.01.3 Closing Date. The closing date for the transfer of the PROPERTY shall be within sixty (60) days of receipt of an unconditional VPLE Certificate of Completion from WDNR and shall be held at Evans Title Company in Appleton, WI. If closing does not occur on or before June 1, 2017, DEVELOPER shall have the option to terminate this Agreement and its obligations hereunder.
- SECTION 4.02 DEVELOPER's Covenant to Develop. Upon Closing, DEVELOPER agrees and covenants to use its best efforts to proceed with due diligence to complete the PROJECT substantially in accordance with the Concept Plan attached to this AGREEMENT as **EXHIBIT A**.
- SECTION 4.03 Standards of Construction. DEVELOPER shall see to it that all infrastructure and improvements are constructed in a good and workmanlike manner and consistent with prevailing industry standards for high quality construction in the area of the city. DEVELOPER shall perform all work in compliance with applicable laws, regulations, ordinances, and permits and DEVELOPER shall, at its own cost and expense, obtain all necessary permits and licenses for such development.
- SECTION 4.04 Compliance with Codes, Plans, and Specifications. DEVELOPER, at its own expense, shall obtain all approvals, permits, and licenses as may be required by any governmental or non-governmental entity in connection with the PROJECT. The building and other improvements to be constructed upon the PROPERTY, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the CITY, and with all pertinent provisions of this AGREEMENT, the Project Plan and the Plans and Specifications. DEVELOPER agrees to maintain the liability exemption provided by the VPLE, including but not limited to, continuing required maintenance and monitoring of the PROPERTY.
- SECTION 4.05 Taxes. It is understood that the land, improvements, and personal property resulting from the development PROJECT shall be subject to property taxes. DEVELOPER shall pay when due all federal, state, and local taxes in connection with the PROJECT.
- SECTION 4.06 Easements. DEVELOPER shall grant the CITY or any public utility such easements as reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, stormwater, lighting or landscaping, or any other need necessary to effectuate the PROJECT in accordance with approved plans at no cost to the CITY.
- SECTION 4.07 Record Retention. DEVELOPER understands and acknowledges that the CITY is subject to Public Records Law of the State of Wisconsin. As such, DEVELOPER agrees to retain all records as defined by Wisconsin

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

ARTICLE V

CITY OBLIGATIONS

SECTION 5.01 Certification of Completion. Upon completion and review of the PROJECT by DEVELOPER, the CITY shall provide the DEVELOPER with an appropriate recordable instrument certifying that the improvements have been made in accordance with this AGREEMENT and the project plans and any amendment or modifications thereto.

SECTION 5.02 City Performance Subject to Required Government Approvals. The DEVELOPER acknowledges that various of the specific undertakings of the CITY described in this AGREEMENT require approvals from the City's Common Council and/or Plan Commission as well as from governmental bodies external to the CITY, some of which approvals may require public hearings and other legal proceedings as conditions precedent thereto. The City's obligations are conditioned upon the DEVELOPER obtaining of all such approvals in the manner required by law. The CITY cannot assure that all such approvals will be obtained; however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

SECTION 5.03 Other Obligations of CITY stated in this Agreement. In addition to the obligations of the CITY stated in this Article V, the CITY shall also be obligated as provided elsewhere in this Agreement.

ARTICLE VI

ASSIGNMENT

SECTION 6.01 The rights, duties, and obligations of the DEVELOPER hereunder may not be assigned by DEVELOPER without the written consent of the CITY to the assignment at its sole discretion. Any purchaser or transferee of any portion of the Property shall be bound by the terms and conditions of this AGREEMENT, which shall run with the land and be binding upon all such purchasers and transferees. Any such transfer or conveyance of any portions of the Property shall not relieve the DEVELOPER of its obligations hereunder.

ARTICLE VII

NOTICES

SECTION 7.01 All notices, demands, certificates, or other communications under this AGREEMENT shall be sufficiently given and shall be deemed given when hand delivered or mailed by first class mail, postage prepaid, properly addressed as indicated below:

To the DEVELOPER: Luke Bergstrom
320 Ninth Street
Neenah, WI 54956

With a copy to: Attorney Andrew Rossmeyssl
800 N. Lynndale Dr.
Appleton, WI 54914

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

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

SECTION 7.01.1 Any party may, by written notice to the party(ies), designate a change of address for the purposes aforesaid

ARTICLE VIII

NONDISCRIMINATION

SECTION 8.01 In the performance of work under this AGREEMENT, the DEVELOPER agrees not to discriminate against any employee or applicant for employment nor shall the development or any portion thereof be sold to or leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin, or ancestry and that the construction and operation of the Development shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

ARTICLE IX

MISCELLANEOUS PROVISIONS

SECTION 9.01 The terms and conditions of the Wisconsin Economic Development Corporation, Site Assessment Grant Agreement, Contract #SAG FY15-

22934, are made a part of this AGREEMENT and incorporated herein. Both parties are required to comply with those terms and conditions contained therein.

- SECTION 9.02 Each of the parties will use its best efforts to take all action and do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this AGREEMENT.
- SECTION 9.03 Entire Agreement. This document contains the entire AGREEMENT between DEVELOPER and the CITY. This AGREEMENT may be modified only by a written Amendment signed by the parties.
- SECTION 9.04 Survival of Agreement. Any provision of this AGREEMENT which has not been fully performed prior to transfer of possession shall not be deemed to have been terminate, but shall survive unless expressly waived in writing, and shall be in full force and effect until performed.
- SECTION 9.05 Default. In addition to any remedies set forth within this AGREEMENT, the Parties shall have all rights and remedies available under law or equity with respect to said default. All remedies shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.
- SECTION 9.06 Failure to Enforce Not a Waiver. Failure of the CITY to enforce any provision contained herein shall not be deemed a waiver of the City's right to enforce such provision or any other provision in the event of a subsequent default.
- SECTION 9.07 Governing Law. This AGREEMENT shall be governed, enforced, and construed in accordance with the domestic laws of the State of Wisconsin.
- SECTION 9.08 Counterparts. This AGREEMENT may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
- SECTION 9.09 Severability. If any provisions of this AGREEMENT shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, in any jurisdiction(s) or in all jurisdictions, or in all cases, because it conflicts with any other provision(s) hereof, any constitution, statute, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision(s) provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.
- SECTION 9.10 Recording of Agreement. The parties hereto agree that the CITY may record this AGREEMENT or a memorandum of this AGREEMENT on the record title to the Property. The DEVELOPER shall upon request of the CITY execute and deliver any such memorandum or other document in connection with such recording.

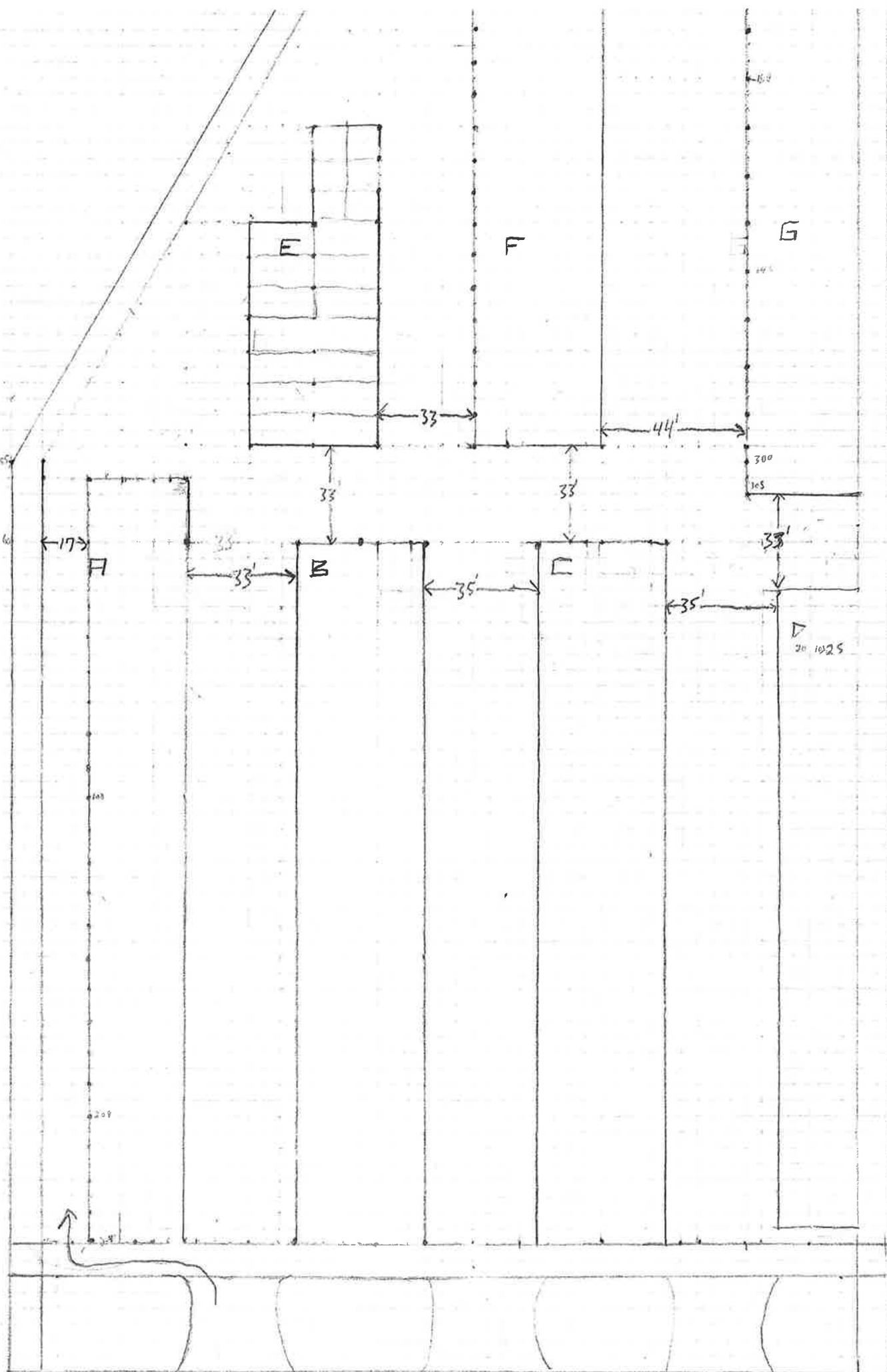
STATE OF WISCONSIN)
) ss.
COUNTY OF WINNEBAGO)

Personally came before me this _____ day of July 2016, the above named Donald Merkes, Mayor, and Deborah Galeazzi, City Clerk, of the City of Menasha, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and the purposes therein intended.

Notary Public, State of Wisconsin
My Commission: _____

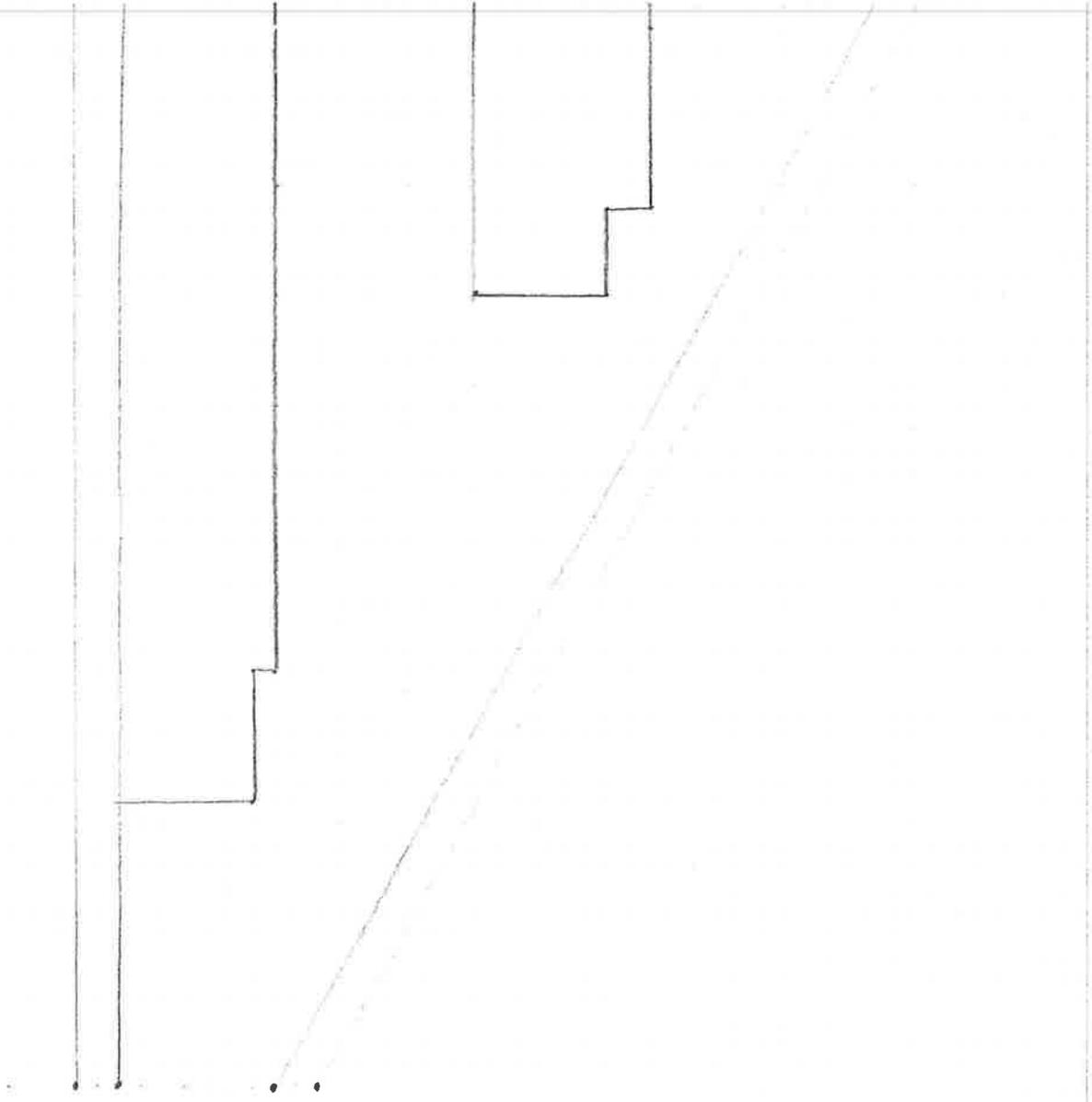
Countersigned pursuant to §62.09(10) Wis. Stats.

City Comptroller



300

- A = 48 units
10 x 15
- B = 44 units
10 x 20
- C = 44 units
10 x 20
- D = 20 units
10 x 25
- E = 14 units
10 x 25
6 units
10 x 20
- F = 21 units
10 x 30
19 units
10 x 10
- G = 22 units
14 x 36
3 units
10 x 30



867 Valley Road

VALLEY RD (COUNTY RD P)

280.63'

275.48'

163.00'

887

835

867

737.26'

923



0 50 100 Feet

STATE RD 441 WESTBOUND

