A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

D. PUBLIC HEARING

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
   (five (5) minute time limit for each person)

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
   1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
      Minutes to receive:
      a. Administration Committee, 7/1/13
      b. Board of Health, 5/8/13, 6/12/13
      c. Committee on Aging, 5/9/13
      d. Landmarks Commission, 6/12/13
      e. Plan Commission, 7/2/13
      f. Public Works/Parks Safety Committee, 5/28/13
      g. City Hall Safety Committee, 4/4/13

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, 7/1/13
   2. Special Joint Common Council and Water and Light Commission, 7/8/13
   Administration Committee, 7/1/13; Recommends approval of:
   3. Amendment # 3 to Development Agreement between PJC Group, LLC and the City of Menasha
   4. Prepayment of Development Incentive to Gilbert Development Company, LLC
   5. Inclusion of payment of development incentives to PJC Group, LLC and Gilbert Development Company,
      LLC in 2013 Board of Commissioners of Public Lands Borrowing
   Plan Commission, 7/2/13; Recommends approval of:
   6. Certified Survey Map Combining Lots 6 & 7 of J.O. Johnson Industrial Park Plat- Bud Drive

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS
   1. Accounts payable and payroll for the term of 7/3/13 to 7/11/13 in the amount of $714,548.33.
   3. Renewal Liquor License Application for Mr. Taco LLC, Francisca Jaimes, Agent, 403 Racine Street,
      Menasha for the 2013-2014 licensing year.

J. ORDINANCES AND RESOLUTION
   1. R-8-13 Resolution Authorizing The Issuance And Sale Of Up To $504,200 Sewerage System Revenue
      Bonds, Series 2013, And Providing For Other Details And Covenants With Respect Thereto (Introduced
      by Mayor Merkes)
K. APPOINTMENTS
   1. Mayor’s appointment of Robert Golz, 1321 Applewood Drive, Menasha, to the Library Board for the term of 7/15/13 to 7/1/16.

L. HELD OVER BUSINESS

M. CLAIMS AGAINST THE CITY

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

O. ADJOURN

MEETING NOTICE

Common Council – August 5, 2013 – 6:00 pm
Committee meetings to follow Common Council
A. CALL TO ORDER
   Meeting called to order by Chairman Nichols at 7:25 p.m.

B. ROLL CALL/EXCUSED ABSENCES
   PRESENT: Aldermen Zelinski, Englebert, Benner, Nichols, Taylor, Sevenich, Langdon, Keehan
   ALSO PRESENT: Mayor Merkes, CA/HRD Captain, DPW Radtke, PP Homan, Dpty Treasurer Sassman, Clerk Galeazzi

C. MINUTES TO APPROVE
   1. Administration Committee, 5/20/13
      Moved by Ald. Englebert, seconded by Ald. Benner to approve minutes.
      Motion carried on voice vote.

D. COMMUNICATIONS
   1. WI Office of the Commissioner of Insurance, 6/19/13; 2014 Insurance Premiums

E. DISCUSSION/ACTION ITEMS
   1. Amendment # 3 to Development Agreement between PJC Group, LLC and the City of Menasha
      PP Homan gave a brief history of the creation of TID #11 and the Development Agreement with PJC Group for the redevelopment of the former Gilbert Paper Mill site. The amendment allows for prepayment of the remaining incentive owed on the Warehouse and Executive Office projects. The prepayment of the incentive will help accelerate the demolition timetable of the Land Reclamation project. A reduction in the interest rate the Land Reclamation project is also part of the amendment.
      CA/HRD Captain noted the prepayment amount indicated in number 4 of the amendment should be $597,592.
      Moved by Ald. Englebert, seconded by Ald. Benner to recommend to Common Council Amendment #3 to Development Agreement between PJC Group, LLC and the City of Menasha.
      Lengthily discussion ensued on the development agreement, funding of the remaining incentive, progress of the development of the site.
      Motion carried on roll call 7-1. Ald. Zelinski voted no.

   2. Prepayment of Development Incentive to Gilbert Development Company, LLC
      PP Homan explained the agreement with Gilbert Development Company is for the new office building on the site occupied by East Central Regional Planning. Prepaying the remaining incentive owed will save the City approximately $36,000 in interest expenses. The development agreement allows for prepayment of the development incentive.
      Moved by Ald. Keehan, seconded by Ald. Englebert to recommend to Common Council Prepayment of Development Incentive to Gilbert Development Company, LLC
      Motion carried on roll call 8-0.
3. Inclusion of payment of development incentives to PJC Group, LLC and Gilbert Development Company, LLC in 2013 Board of Commissioners of Public Lands Borrowing.

CA/HRD Captain explained the application process for the Board of Commissioners of Public Lands borrowing. It needs to be part of the official minutes that the Council approved the payment of development incentives to PJC Group LLC and Gilbert Development Company LLC.

Moved by Ald. Englebert, seconded by Ald. Keehan to recommend to Common Council inclusion of payment of development incentives to PJC Group, LLC and Gilbert Development Company, LLC in 2013 Board of Commissioners of Public Lands Borrowing.
Motion carried on roll call 8-0.

4. R-8-13 Resolution Authorizing The Issuance And Sale Of Up To $504,200 Sewerage System Revenue Bonds, Series 2013, And Providing For Other Details And Covenants With Respect thereto (Introduced by Mayor Merkes)

DPW Radtke explained this is for the Ninth Street Sewage Lift Station Improvement and the Melissa Street Force Main Replacement projects. The borrowing is from the Clean Water Fund Program which provides a below market interest rate for these types of projects.

Moved by Ald. Sevenich, seconded by Ald. Benner to recommend to Common Council R-8-13 Resolution Authorizing the Issuance and Sale of up to $504,200 Sewerage System Revenue Bonds, Series 2013, and Providing for Other Details and Covenants with Respect Thereto.
Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Keehan, seconded by Ald. Englebert to adjourn at 8:20 p.m.
Motion carried on voice vote.

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

**CITY OF MENASHA**  
**BOARD OF HEALTH**  
**Minutes**  
**May 8, 2013**

A. Meeting called to order at 8:03 AM by Chairman Candyce Rusin. Board members introduced themselves to Ruth Neeck, a new board member.

B. Present: Candyce Rusin, Lori Asmus, Dr. Teresa Rudolph, Ruth Neeck, Susan Nett

C. MINUTES TO APPROVE
   1. Motion to approve minutes from April 10, 2013 meeting made by T. Rudolph and seconded by L. Asmus. Motion carried.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
   1. April 2013 Communicable Disease Report reviewed and discussed. T. Rudolph noted the increase in the number of sexually transmitted diseases primarily Chlamydia Trachomatis.
   2. Pertussis Update given. Nursing staff continue to follow-up with the negative cultures. The majority remain negative with an occasional probable.
   3. Memory Café Project Update given. The first memory café held in April had an attendance of 10. The UW-O nursing students did an excellent job of getting this organized.
   4. Depression Screening – 60+ Program. Since this is Mental Health Awareness month, a depression screening will be held here at the health department. This will be the first time a depression screening is scheduled so staff isn’t sure what type of participation to expect.
   5. Fox Valley Community Health Coalition Report given. A steering committee is being formed as the next step in the Healthy Weight initiative. The next needs assessment may be done in 3 years to stay on schedule with the hospitals. Discussion with United Way in the future on this.
   6. Staff Update reported by S. Nett. One of the fulltime nurses has given notice after accepting a position at another local health department. The hourly pay rate is $1.10 more than her current position.
   7. Wisconsin Active Community Regional Workshop. S. Nett discussed this workshop. There will be a team from Menasha attending consisting of someone from the health department, community development, park and rec, and police.
   8. Bedbugs. S. Nett explained the department continues to get calls reporting bedbugs. While it is a nuisance and not a human health hazard, it is becoming increasingly difficult to get the responsible parties to address the situation. Board members requested T. Drew attend the next BOH meeting to give them additional background. Board members discussed looking at any ordinances other places may have to address this issue.

“Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha Health Department at 967-3520 at least 24-hours in advance of the meeting for the City to arrange special accommodations.”

Board of Health Members: Ruth Neeck, Lori Asmus, Susan Nett, Candyce Rusin, Theresa Shoberg
E. ACTION ITEMS
   1. Election of Chairperson. Motion to nominate C. Rusin as chairperson made by L. Asmus and seconded by T. Rudolph. C. Rusin accepted nomination. Motion carried.
   2. Election of Vice-Chairperson. Motion to nominate R. Neeck as vice chairperson made by T. Rudolph and seconded by L. Asmus. R. Neeck accepted nomination. Motion carried.
   3. Election of Secretary. S. Nett volunteered to continue as secretary. Motion made by L. Asmus and seconded by T. Rudolph to have S. Nett continue as secretary. Motion carried.

F. HELD OVER BUSINESS
   1. None

G. Motion to adjourn at 9:20 AM made by L. Asmus and seconded by T. Rudolph. Motion carried. Next meeting June 12, 2013.
Menasha aldermen occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee may be attending this meeting. (No official action of any of those bodies will be taken).

CITY OF MENASHA
BOARD OF HEALTH
Minutes
June 12, 2013

A. Meeting called to order at 8:06 AM by Chairman Candyce Rusin.

B. Present: Candyce Rusin, Lori Asmus, Dr. Teresa Rudolph, Ruth Neeck, Susan Nett
   Others Present: Todd Drew, RS

C. MINUTES TO APPROVE
   1. Motion to approve minutes from May 8, 2013 meeting made by L. Asmus, and seconded by T. Rudolph. Motion carried.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
   1. May 2013 Communicable Disease Report distributed and discussed. T. Rudolph questioned the age range of the Chlamydia cases. S. Nett presented information on Hep C.
   2. Depression Screening – 60+ Program Update. One person was screened and a referral was made for follow-up. Staff have been working with a local provider to get an appt. for the follow-up.
   3. Memory Café Project Update. The second memory café was held the last Friday in May. The attendance was less than the initial café in April. Staff have been working with the Fox Valley Memory Project to increase marketing of future memory café meetings.
   4. Fox Valley Community Health Coalition Report. A steering committee is being formed to move forward on a Weight of the Fox Valley initiative.
   5. Pertussis Report distributed. Currently there are 388 cases (confirmed and probable) in Wisconsin as of 6-2-13, compared to 3,270 cases during the same time period in 2012. Providers continue to test for pertussis, as there have been negative cases reported to the health department in the last 6 weeks.
   6. Hepatitis C Update. The health department continues to receive cases requiring follow-up. The recent majority have been in their early 20’s to 40’s.
   7. Vaccine Preventable Disease Surveillance 2012 report was distributed.
   8. Staff Update – Hiring Process for PHN. Interviews are currently being conducted. Target date is to have someone hired and working by mid July to give the opportunity for orientation and training before the school year begins.
   9. Bedbugs – T. Drew discussed lack of an ordinance to assist in non-owner occupied dwellings. The health department continues to receive complaints and while this is not considered a human health hazard, it is a nuisance. T. Drew has been researching for samples of ordinances. A sample from the National Pest Management Association was distributed. If BOH members want to consider an ordinance or propose a change to the existing ordinance on human health

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hazards, an alderman to sponsor the ordinance or change will be needed. L. Asmus requested this be on the agenda for the next meeting for discussion.

E. ACTION ITEMS
   1. None

F. HELD OVER BUSINESS
   1. None

G. Motion to adjourn at 9:18 AM made by L. Asmus and seconded by T. Rudolph. Motion carried. Next meeting June 21, 2013.
Menasha aldermen occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee may be attending this meeting. (No official action of any of those bodies will be taken).

CITY OF MENASHA
COMMITTEE ON AGING

Minutes
May 9, 2013

A. Meeting called to order at 7:50 AM by Chairman Joyce Klundt.

B. Present: Peg Malueg, Sue Steffen, Lee Murphy, John Ruck, Mary Lueke, Joyce Klundt, Jean Wollerman, Sue Nett

C. MINUTES TO APPROVE
   1. Motion to approve minutes from April 11, 2013 meeting made by S. Steffen and seconded by L. Murphy. Motion carried.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
   1. Senior Center Older Adult Director J. Wollerman distributed a copy of the YMCA annual report which featured the cooperative work at the senior center with the city. S. Nett suggested sending copies of this for the council packet. J. Wollerman also reported attendance numbers have increased including the mealsite numbers. April visits were the highest in the last 6 years at 1699. The exercise classes and the noon meals are showing the greatest increases. Plans continue for the volunteer banquet on June 5th. The senior center is also working with the noon mealsite to feature special events such as mothers day and fathers day lunches. The raised garden project is on hold for right now but will resume soon with the approaching warm weather.
   2. Public Health Director S. Nett reported on the memory café project held in April. The UW-O students did all the planning for the project and had 10 people present for the first event. Nursing students in the fall semester will do a follow-up project related to the memory cafes. May is Mental Health Awareness month and a depression screening is planned for May 21st. It will be held at the health department for confidentiality. Not sure what attendance there will be as this is difficult to admit if depression is occurring.

E. Action Items
   1. Next Steps in Architectural Design Project. S. Nett discussed the information received from Community Development related to block grant funding for this project. Applications may be available anytime from August to October. If funded, the funding could cover 30 to 40% of the project cost. The senior center can start fund raising now as the grant application will include a section of funding sources. J. Wollerman will check with the Community Foundation to see if there is any grant funding available through them. S. Nett will check with the Mayor to see what percentage of the project the city might fund. Committee members would like Alderman Becky Nichols to attend the June COA meeting if possible to discuss the project with her. (Informational Only---no action taken at this meeting)
   2. Election of Chair Person. Motion to nominate J. Klundt as chairperson made by M. Lueke and seconded by L. Murphy. J. Klundt accepted nomination. Motion carried.

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha Senior Center at 967-3530 two weeks in advance of the meeting for the City to arrange special accommodations."
3. Election of Vice Chair Person. Motion to nominate L. Murphy as vice chairperson made by P. Malueg and seconded by J. Klundt. L. Murphy accepted nomination. Motion carried.

4. Election of Secretary. S. Nett volunteered to remain as secretary. Motion to nominate S. Nett as secretary made by J. Klundt and seconded by P. Malueg. Motion carried.

F. HELD OVER BUSINESS
   1. Senior Center Mission Statement. J. Wollerman distributed a draft mission statement for the senior center. Committee members discussed the draft and added some additional thoughts. J. Wollerman will incorporate the information from the meeting today and bring the second draft to the next meeting.

G. Motion to adjourn at 9:26 AM made by L. Murphy and seconded by S. Steffen. Motion carried. Next meeting June 13, 2013.
A. CALL TO ORDER

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

B. ROLL CALL/EXCUSED ABSENCES

LANDMARKS MEMBERS PRESENT: Ald. Mike Keehan, Commissioners Paul Brunette, Kristi Lynch, Tom Grade and James Taylor

LANDMARKS MEMBERS EXCUSED: Commissioner Peg Docter

LANDMARKS MEMBERS ABSENT: None

OTHERS PRESENT: CDD Keil, Morgan Rae, Ald. Sevenich

C. MINUTES TO APPROVE

1. Minutes of the May 23, 2013 Landmarks Commission Meeting

Motion by Comm. Lynch, seconded by Ald. Keehan to approve the May 23, 2013 Landmarks Commission meeting minutes.

The motion carried.

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

1. No one spoke.

E. COMMUNICATIONS

1. None

F. ACTION ITEMS

1. None

G. DISCUSSION ITEMS

1. Presentation of Updated Bridge Tower Video – Ald. Sevenich

Ald. Sevenich explained the project he had undertaken with UW Fox Valley to update the video presentation for the Bridge Tower Museum and conducted a showing of the video. A television monitor, DVD player and switch to activate the video will be needed.

2. Bridge Tower Museum Update

Comm. Grade explained the intentions to update the museum. This will include the removal of the large display case, to be replaced with a video monitor, and painting of the interior a light tan color. Comm. Taylor suggested installing a brochure rack and a sign-in book. The placement of bridge tower museum banners along the canal, washing windows, and rotating the head on the street light for better illumination was also suggested.

3. Menasha Historic Photo Contest Prize Award – Contest Winner Selection

CDD Intern Morgan Rae reported that there were 92 entrants into the photo contest with 49 having identified the buildings correctly. The committee conducted a random selection from among the correct responses, with the winner being Mark Mader. The contest prizes will be awarded at a future Common Council meeting.

4. Façade Improvement Program Grant/Loan Balance

The grant/loan balance remained the same at approximately $11,000.
5. **Future Landmarks Commission Activities/Projects**
   The following items were discussed:
   - Addressing building appearance items such as broken windows and run down appearing storefronts on vacant buildings
   - Creating geocaches at historic sites
   - Creating a Facebook account for the Landmarks Commission

H. **PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA**
   1. No one spoke.

I. **ADJOURNMENT**
   Moved by Comm. Grade, seconded by Comm. Taylor to adjourn at 5:36 PM.
   The motion carried.

*Respectfully submitted by CDD Keil.*
A. CALL TO ORDER

The meeting was called to order at 3:31 PM by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, DPW Radtke, Ald. Benner, and Commissioners DeCoster, Schmidt, Sturm and Cruickshank.

PLAN COMMISSION MEMBERS EXCUSED: None

PLAN COMMISSION MEMBERS ABSENT: None

OTHERS PRESENT: PP Homan and CD Interns Morgan Rae and Kevin Englebert.

3:30 PM – Public Hearing regarding the proposed ordinance to reduce the minimum lot depth standard for the I-1 Heavy Industrial Zoning District

No one spoke.

C. MINUTES TO APPROVE

1. Minutes of the June 18, 2013 Plan Commission Meeting

   Motion by Commissioner Sturm, seconded by Commissioner Cruickshank to approve the June 18, 2013 Plan Commission meeting minutes. The motion carried.

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

1. No one spoke.

E. DISCUSSION

1. None.

ACTION ITEMS

1. Certified Survey Map Combining Lots 6 & 7 of the J.O. Johnson Industrial Park Plat – Bud Drive

   PP Homan indicated that the Common Council approved the ordinance reducing the I-1 Heavy Industrial Zoning District lot depth standard by 10 feet. This would allow for the proposed CSM to be in compliance with all provisions of the municipal code.

   Motion by Ald. Benner, seconded by Commissioner DeCoster to recommend approval of the Bud Drive CSM. The motion carried.

G. ADJOURNMENT

Motion by DPW Radtke, seconded by Commissioner DeCoster to adjourn at 3:35 p.m. The motion carried.

Minutes respectfully submitted by PP Homan.
Public Works / Parks Safety Committee  
May 28, 2013  
Minutes

Meeting called to order at 9:05 AM.

Present: Randy Losselyong, Jeff Nieland, Mark Radtke, Adam Alix, Corey Gordon, Todd Drew, Ken Popelka, Vince Maas,
Absent: Tim Jacobson, Brian Tungate, Pam Captain, Kevin Schmahl

Approval of minutes from April 23, 2013 motion by V. Maas second A. Alix. Motion passed

B. Old Business

1. MSDS Sheets electronic program / book availability – Drew reported that CVMIC is proposing to purchase a MSDS / Haz Comm program which will be available to members. Purchase is pending CVMIC approval likely 2014.

2. Leaf Truck – Significant Program Award– T. Drew will submit program presentation upon completion

3. Public Works Walk Thru – McMahon and Associates to calculate the load rating of the cold storage mez week of May 27, 2013.

C. New Business

1. Monthly Safety Topic – distributed and discussed. Requested to be posted in appropriate department.

2. Injury Review. – Four injuries reported which covers the past 2 months:
   - Employee cut leg while using a utility knife. No medical attention or loss time. Recommendation to use knife properly and not cut toward body.
   - Employee slipped off short ladder while working on the Tayco Street fountain. No medical attention to date or loss time. Recommendation to monitor ladder placement more closely in this location.
   - Employee slipped and injured lower back exiting Sanitation Truck 3 point exit used boots slipped. Other engineering controls. Employee anticipated medical attention as a result of the injury. Medical attention received no loss time.
Employee had air hammer jump off the curb and hit the top of his foot. Medical attention received no loss time. Recommendation: Understand proper use and foot placement when using air hammer. Per safety policy employee should be wearing metatarsal foot guards on boots. Also, use other equipment if possible for this type of work.

Question was raised about a policy to return employees gradually after significant injuries especially back injury. Employee had additional lost time after returning to work and aggravating a back injury which he had just received a medical release.

3. **Chemicals/Personal Protective Equipment/ Respirator Filter selection** - Drew discussed use of high risk chemicals without prior approvals, proper training or personal protective equipment. Discussion was in response to an issue identified.

4. **Other new items for discussion** – no additional items.

D. **Training**

1. **Rigging Training** — attendees had positive comments
2. **Respirator Fit Testing** – Drew will conduct testing in June.
3. **Summer Help Training** – Drew stated that no summer help completed on line safety training prior to starting. Link had apparently not been sent with employment info. Link provided to HR in April.

4. **Fire Extinguisher Training** – to be scheduled for September 2013
5. **Confined Space Training** - to be scheduled for September 2013
6. **Lifting Training** – stations will include moving dumpsters, manholes/ forms, awkward items such as refrigerators and bags of material (50 lb).
7. **Other Training Suggestions** - no other items

E. Motion to adjourn at 10:15 AM made by A. Alix and seconded by J. Nieland
City Hall Safety Committee Meeting
April 4, 2013
MINUTES

Meeting called to order at 1:35 PM by T. Drew
Present: Todd Drew, Sue Nett, Adam Alix, Vicki Lenz, Sue Seffker, Brian Tungate, Kate Clausing, Pam Captain
Excused: Kristi Heim, Vicki Lenz

A. Motion to approve minutes from March 7, 2013 made by A. Alix seconded by P. Captain - Motion carried.

B. Old Business
   1. **MSDS Computer Program** – Drew reported that CVMIC is attempting to purchase a MSDS program which would be made available to members. Recommendation is hold until CVMIC makes a decision on the purchase of the CVMIC sponsored program.
   2. **City Hall Handicapped Entrance Sign** – Discussion regarding signage. Consensus was to post two signs to clearly designate; signs will be in place by the May meeting.
   3. **Summer Help Safety Training** – Drew reported that CVMIC will not have the e-learning programs in place in time to train summer help. Drew will provide M. Brunn with a link to provide to incoming summer employees which is available on the internet.

C. New Business
   1. **Monthly Safety Topic** – Safety topic – “Be Aware Danger Lurks Everywhere” regarding identifying suspicious individuals and behavior was distributed and discussed.
   2. **Injury Review** – no injuries
   3. **Additional items for discussion** – A. Alix discussed concerns of microwave exposure to employees and trades working on the roof of City Hall in front of Cell antennas. Drew and Alix to research and address permissible exposure recommendations – report in May.

D. Training
   1. **Office Ergonomics Training** – Requests made to have on-site CVMIC work station audits. Drew to schedule
   2. **Hearing Screening** – Screening will be conducted at the Health Department parking lot on April 4, 2013 – affected employees will sign up for a designated time.
3. **Fire Extinguisher Training** – Drew will contact M. Sipin NM Fire to schedule training for late spring at DPW garage.

4. **New training items for discussion** – No new items discussed.

E. Motion to adjourn at 1:55 PM by K. Clausing seconded by S. Sefker - Meeting adjourned.
A. CALL TO ORDER
Meeting called to order by Mayor Merkes at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES
PRESENT: Aldermen Zelinski, Englebert, Benner, Nichols, Taylor, Sevenich, Langdon, Keehan
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, LD Lenz,
Dpty Treasurer Sassman, PP Homan, Clerk Galeazzi
DEPT. HEADS EXCUSED: PHD Nett, PRD Tungate

D. PUBLIC HEARING
Proposed Ordinance to reduce the minimum lot depth standard for the I-1 Heavy Industrial Zoning District.
Mayor Merkes opened the Public Hearing.
PP Homan explained the proposed change to the ordinance and will not negatively impact future
development on the affected parcels. Community Development staff is recommending the change.
No one spoke.
Mayor Merkes called the Public Hearing to a close.

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
Paul Eisen, Winnebago County Supervisor. July 4th ceremony at Winnebago County Courthouse.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
1. Award Historic Menasha Photo Contest Winner – Mark Mader
Mayor Merkes presented Mark Mader with a Certificate of Recognition for winning the 2013 “Discover
Historic Menasha” photo contest sponsored by Landmarks Commission. Also presented to Mr. Mader
were gifts donated by downtown Menasha businesses.

2. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
a. Board of Public Works, 6/17/13
b. Library Board Minutes, 6/20/13
e. Parks and Recreation Board, 6/10/13
f. Plan Commission, 6/18/2013
g. Police Commission, 4/25/13
h. Redevelopment Authority, 6/6/13
i. Sustainability Board, 5/21/13
Communications:
j. Menasha Utilities, Customers First! The Wire Newsletter, 6/2013
k. CA/HRD Captain to Mayor Merkes, 6/24/13; 2014 WRS Contribution Rates
l. Chief Tim Styka, 6/25/13; Alcohol Compliance Checks
Moved by Ald. Benner, seconded Ald. Langdon to receive Minutes and Communication A-L.
General discussion ensued.
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, 6/17/13
   Board of Public Works, 6/17/13; Recommends approval of:
   2. Change Order – Roger Bowers Construction, Inc.; Ninth Street Sewage Lift Station Improvements Project; Contract E145-13-01B Sewage FM Replacement; DEDUCT: $4,794.00 (Change Order No. 1)
   3. Payment - Roger Bowers Construction, Inc.; Ninth Street Sewage Lift Station Improvements Project; Contract E145-13-01B Sewage FM Replacement; $151,118.25 (Payment No. 1)
   4. Request Authorization to Execute Intergovernmental Agreement to Satisfy Eligibility for Recycling Consolidation Grant for Calendar Year 2014
   Neenah-Menasha Fire Rescue Joint Finance and Personnel, 6/25/13; Recommends approval of:
   5. Joint Emergency Response Plan
   Plan Commission, 6/18/13; Recommends approval of:
   6. Brighton Drive Certified Survey Map
   Moved by Ald. Benner, seconded by Ald. Langdon to approve Consent Agenda items 1-6.
   Motion carried on roll call 8-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS
   Moved by Ald. Nichols, seconded by Ald. Keehan to approve accounts payable and payroll.
   Ald. Nichols requested to separate check #37686 (Jeff Nichols). She will abstain due to personal connections.
   General discussion ensued on expenditures.
   Motion to approve accounts payable and payroll minus check #37686 carried on roll call 8-0.
   Motion to approve check #37686 carried on roll call 7-0. Ald. Nichols-abstained.

   Moved by Ald. Keehan, seconded by Ald. Benner to approve Beverage Operators License Applications as submitted.
   Motion carried on roll call 8-0.
   Moved by Ald. Keehan, seconded by Ald. Englebert to deny Beverage Operators License Application for Lyna Khom as they have not met the criteria under the Guidelines for Operator Licenses.
   Motion carried on roll call 8-0.

3. Due Process Hearing for Liquor License Applications Denied/Non-renewal
   a. Beyer Properties LLC, d/b/a Fox Cinema, 400 Third Street – application denied on 6/17/13
      Clerk Galeazzi explained Beyer Properties LLC is withdrawing their request for a Due Process Hearing. They are working out some details and may apply for a liquor license at a later date.
   b. Mr. Taco LLC, d/b/a Mr. Taco, 403 Racine Street – held 6/17/13
      Attorney Scott Barr representing Francisca Jaimes, agent for Mr. Taco LLC, requests to withdraw the liquor license renewal application submitted on April 25 and submit a new renewal application for the Council’s consideration. Ms. Jaimes is working out final details to have the license for Mr. Taco LLC with her as the only member of the LLC. Ms. Jaimes is also working on getting the lease of the premises in her name and payment of real estate taxes.
      General discussion ensued on the procedure.
   Moved by Ald. Sevenich, seconded by Ald. Langdon to postpone action on liquor license until July 15.
   Motion carried on roll call 8-0.
3. Due Process Hearing for Liquor License Applications Denied/Non-renewal, cont’d
   c. Mr. Frog’s Nightclub LLC, d/b/a Mr. Frog’s Nightclub, 6 Tayco Street – held 6/17/13
   CA/HRD Captain swore in Clerk Galeazzi and PC Style. Clerk Galeazzi answered questions about the
   information on the liquor license renewal application submitted by Mr. Frog’s Nightclub LLC. PC Styka
   answered questions about the background check on Luis Morales, the only member of Mr. Frog’s
   Nightclub LLC.
   No one was present to represent Mr. Frog’s Nightclub LLC.
   Ald. Benner read into the record Findings of Fact, Conclusions of Law and Decision.
   Moved by Ald. Benner, seconded by Ald. Englebert to adopt the Findings of Fact, and Conclusions of
   Law and deny the renewal alcohol beverage license application of Mr. Frog’s Nightclub LLC.
   Ald. Taylor asked Clerk Galeazzi about the renewal application and PC Styka about the convictions
   against Mr. Morales.
   Motion carried on roll call 7-1. Ald. Taylor voted no.

J. ORDINANCES AND RESOLUTION
   1. O-3-13 An Ordinance Amending Section 13-1-31(e)(3) of the Code of Ordinances (Reduce the Minimum
      Lot Depth Standard for the I-1 Heavy Industrial Zoning District) (Introduced by Mayor Merkes)
      General discussion ensued on the parcels affected.
      Motion carried on roll call 8-0.

   2. R-7-13 Resolution Acknowledging Review of City of Menasha 2012 Compliance Maintenance Annual
      Report Under Wisconsin Administrative Code NR 208
      Moved by Ald. Benner, seconded by Ald. Langdon to adopt R-7-13
      Motion carried on roll call 8-0.

K. APPOINTMENTS
   1. Accept resignation letter from Peg Malueq from Committee on Aging
   2. Mayor’s appointment of Thomas Stoffel, 1041 Garda Ct., Menasha, to the Committee on Aging for the
      term of 7/1/13 to 2/1/14.
      Moved by Ald. Langdon, seconded by Ald. Benner to accept resignation of Peg Malueq from Committee on
      Aging and approve Mayor’s appointment of Thomas Stoffel to the Committee on Aging for the term 7/1/13 to
      2/1/14.
      Motion carried on voice vote.

L. HELD OVER BUSINESS

M. CLAIMS AGAINST THE CITY

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA
   (five (5) minute time limit for each person)
   No one spoke.

O. RECESS TO ADMINISTRATION COMMITTEE
   Moved by Ald. Benner, seconded by Ald. Englebert to recess to Administration Committee at 7:19 p.m.
   Motion carried on voice vote.
   Reconvened at 8:28 p.m.
   CA/HRD Captain explained the request for changes to the Ground Site Lease Agreement with AT&T,
   formerly TeleCorp Realty.
   General discussion ensued.
   The consensus from the Council was a closed session was not necessary.
P. ADJOURN
   Moved by Ald. Benner, seconded by Ald. Englebert to adjourn at 8:44 p.m.
   Motion carried on voice vote.

   Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk
A. CALL TO ORDER
Meeting called to order by Comm. Allwardt at 5:30 p.m.

B. ROLL CALL/EXCUSED ABSENCES
PRESENT: Aldermen Nichols, Taylor, Sevenich, Langdon, Keehan, Zelinski, Englebert, Benner; Commissioners Allwardt, Kordus, Merkes, Zelinski,
EXCUSED: Commissioner Roush
ALSO PRESENT: CA/HRD Captain, Interim General Manager Krause, Project Engineer Grenell, Clerk Galeazzi

C. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA
(five (5) minutes time limit for each person)
No one spoke

D. DISCUSSION/ACTION ITEMS
1. Options for disposition of Steam Utility Facility
Interim GM Krause and Mayor Merkes explained staff is looking for direction as to what to do with the Steam Utility Facility. The facility and equipment has been maintained to preserve its value for future sale or use. Staff has solicited proposal from firms to draft a Request for Proposal, solicit proposals and review proposals received. Proposals were received from Power Systems Engineering and ESI Inc. Staff is recommending contracting with Power Systems Engineering to draft an RFP, solicit proposals and review proposal with the option to sell for operation or salvage.

General discussion ensued on the proposals, timeframe of completing the process, the facility and equipment.

Moved by Ald. Englebert, seconded by Ald. Sevenich to contract with Power System Engineering Inc. to prepare a Request for Proposal to sell facility, solicit proposals and review proposal in a four-month timeframe.
General discussion ensued on parameters of the request for proposal.
Moved by Ald. Nichols, seconded by Ald. Benner to amend to include in request for proposal to sell facility for operating or salvage.
Motion to amend carried on voice vote.
Moved by Ald. Benner, seconded by Ald. Sevenich to amend to include in request for proposal selling for operating as first preference or for salvage as second preference.
Motion to amend carried on voice vote.
Motion as amended carried on roll call 8-0.

Moved by Comm. Merkes, seconded by Comm. Zelinski to contract with Power System Engineering Inc to prepare a Request for Proposal to sell facility for operating as first preference or salvage as second preference, solicit proposal and review proposal in a four-month timeframe.
Motion carried on roll call 4-0.
E. ADJOURNMENT
  Moved by Ald. Benner, seconded by Ald. Keehan to adjourn at 6:39 p.m.
  Motion carried on voice vote
  Moved by Comm. Merkes, seconded by Comm. Allwardt to adjourn at 6:39 p.m.
  Motion carried on voice vote.

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

TO: Common Council
FROM: Greg Keil, CDD
DATE: July 11, 2013
RE: Questions regarding Amendment #3 to the Development Agreement with PJC Group, LLC

At the July 1, 2013 Common Council meeting questions were raised as to the prior amendments to the development agreement, site clearance expenditures, and the expected valuation of the Gilbert site upon completion of the demolition/site restoration work.

A copy of the original development agreement and subsequent amendments are attached. Email correspondence from the PJC Group, LLC relative to the amendments and site clearance expenditures is also attached. With regard to the anticipated site valuation, I made inquiry with Mark Brown from Associated Appraisal about what the expectation would be for assessed value for the Land Reclamation Project Site upon completion of site clearance. He is estimating a value of $500,000 (please note that the value of the shoreline area recently donated to the city by PJC is not included in this figure). If the site is rezoned from I-1 Industrial to a suitable commercial classification, the expected value for 2014 would be $731,000 to $975,000.
Greg M. Keil

From: EDMUND JELINSKI [ejelinski@sbcglobal.net]
Sent: Tuesday, July 09, 2013 8:29 AM
To: Greg M. Keil
Cc: 'Thomas Chalchoff'
Subject: Amendments to the Development Agreement

Greg,

Pursuant to your request, I am sending this memo outlining the first two amendments and our responsibilities with regard to them.

Amendment 1.

This amendment was suggested and approved at approximately the same time as the signing of the original agreement and was at the suggestion of Attorney Brandt. It called for the establishment of and escrow account in the amount of $675,000.00 by PJC group for abatement and demolition purposes. It was anticipated that Menasha’s Developer financed tif would result in PJC securing a loan for that amount or the City would be successful in its application for a brownfield grant. This did not happen and therefore the funds were never deposited. Rather, the Demolition Contractor agreed to work on credit and to be paid through the tif payments. The $675,000.00 was arrived at due to the estimate that abatement costs for the mill would be $175,000.00 and the demo of the mill would be $500,000.00.

Thus far PJC has invested the following in the site through land sales and other funding.

Mill Demolition and building improvements $220,000.00
Abatement $166,000.00
Total $386,000.00

We still owe the demolition contractor $330,000.00 on the original contract although he has yet to complete the demolition.

Not contemplated in the original agreement was the cost for the boilerhouse and stack which is an additional $235,000.00

The Prepayment of the tif by the City will cover the costs of mill demo, foundation removal in selected areas and the boilerhouse and stack.

Amendment 2.

This amendment corrected an error in the original agreement which set the increment on lot 3 at $600,000.00 rather than the contemplated $300,000.00.

If I can be of any further assistance or need to be available to answer questions, please let me know.

Thanks

Ed Jelinski

PJC Group
AMENDMENT #3 TO DEVELOPMENT AGREEMENT BETWEEN
PJC GROUP, LLC AND THE CITY OF MENASHA

PJC Group LLC and the City of Menasha, wishing to amend their Development Agreement of December 7th 2007 in order to define certain environmental indemnifications and site preparation conditions between the parties, prepayment and interest obligations, hereby amend their Development Agreement as follows:

1. Article IV of the Agreement is amended to include the following sentences in section 4.5; "On or before January 1, 2014, the Developer shall deliver the Shoreline Park area in a clean state, free of any structure or impediment, necessary to construct the park/trail area. Such areas to be cleaned of structures or other debris are marked in Exhibit E. Developer's responsibility shall include site preparation in accordance with the preliminary plans in Exhibit F such as sawcut and remove wall and concrete riverward, removal of the building foundations and floors and reestablishing the cap. The parties will cooperate in acquiring permitting under local, state and federal laws necessary to construct the park area/trail consistent with the plans. The City shall be responsible to pay the permit application fees."

2. Exhibits E and F will be attached to and incorporated within the Development Agreement. Exhibit E is the CSM for the Shoreline Park site and will have the cleared area defined. Exhibit F is the preliminary park/trail Grading Plan & Profile prepared by R.A. Smith National.

3. Article VIII of the Development Agreement is amended to include the following paragraph; "The Developer further agrees to indemnify the City against any and all environmental liability, known or unknown at the time of the gift of land to the City for Shoreline Park. The City agrees to use good faith efforts to apply for state, private or federal funds for which it may be eligible that have been identified in consultation with the Wisconsin Economic Development Corporation and the Wisconsin Department of Natural Resources before seeking indemnification from the Developer."

4. Article VI of the Agreement is amended to include in section 6.1: “City elects to prepay $500,000.00 plus accrued interest, ($250,000 Warehouse Project + $250,000 Executive Office Project) of the remaining grant monies to Developer which amount due is $675,000.00 on or before August 1, 2013 ($581,506.71 assuming a loan closing date of August 1, 2013). Developer agrees to use these funds solely for completing the Land Reclamation Project including the Shoreline Park site preparation work described herein."

5. Exhibit D in Article VI of the Agreement is amended to delete the sentence: "This rate once established shall remain fixed for the entire period and shall be applied to the outstanding balance due the Developer from the City and shall not be modified."
The proposed Amendment #3 to the development agreement is intended to address this situation through the following actions:

- Prepayment of the remaining incentive owed on the Warehouse and Executive Office projects (if prepaid on 8/1/13, the amount would be approximately $597,592). This will require the city to borrow funds, however, at the current interest rate of 3.75%, our interest costs would be less than half of what we are now paying. Prepayment of the development incentive is permissible under the existing terms of the agreement. The repayment of the debt imposed by the borrowing will be paid out of TID #11 increment, and will not impact the property tax levy. We are proposing to advance monies from the general fund to prepay the incentives prior to the borrowing to accelerate the demolition timetable on the Land Reclamation Project.
- Reducing the interest rate to 4% on the Land Reclamation Project. We are not proposing prepayment on this project at this time because the project has not been completed. Furthermore, we are proposing that there should be no interest accrual on this project since its inception owing to the fact the Land Reclamation Project was not timely completed per the terms of the development agreement, and that interest will only begin accruing on the project after it has been completed.

In addition to the financial matters described above, the proposed Amendment #3 applies requirements to the condition the shoreline park is to be left in after demolition is completed. It also provides for indemnification of the city from environmental liability for the shoreline park area.

Executing this amendment will result in the acceleration of site clearance at the Gilbert site with the prepaid incentive to be applied to site clearance costs as follows:

- Asbestos abatement at the boiler house: $95,000
- Demolition of the Boiler House: $110,000
- Demolition of the smokestack: $35,000
- Demolition/site preparation in the shoreline park area: $35,000
- Total: $205,000

The balance of the prepayment amount is to be applied to demolition expenses currently being held by the demolition contractor and to other project expenses.

The city will realize multiple benefits from amending the development agreement. The site will finally be cleared and be in a state that is ready for redevelopment. The prospects for sale and redevelopment will be much improved once this condition has been achieved. The city will save over half the interest that would otherwise accrue on the incentive payments. These cost savings would amount to about $271,000 for the Warehouse and Executive Office projects, and $75,000 for the Land Reclamation Project over the remaining fifteen years the development incentive is to be paid. The shoreline park area will be brought to a condition suitable for construction of improvements within a timetable consistent with the anticipated award of grant funds. And finally, the negative influences on the neighborhood of partially demolished buildings and a debris filled site will be alleviated.

I urge the Common Council to endorse this amendment so that the Gilbert site development can enter a new stage as quickly as possible.
DEVELOPMENT AGREEMENT  
BETWEEN  
PJC GROUP, LLC  
AND THE CITY OF MENASHA  

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the 16th day of July, 2007 by and between the City of Menasha, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 140 Main Street, Menasha, WI 54952 (hereinafter "City"), and PJC Group, LLC a Wisconsin Limited Liability Corporation with its principal offices located at 430 Ahnaip Street Menasha, WI 54952 (hereinafter "Developer").  

RECITALS  

The City is proposing to create a Tax Incremental District ("TID 11"), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to provide a viable method of financing the costs of needed public improvements within the district and thereby create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.  

The City is authorized, by Section 66.1105(9)(a) of Wisconsin Statutes, as amended, to pay the "Project Costs" (as defined in such statutory section) from the special fund of TID 11 or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.  

The City is authorized by Section 66.1105(3)(c) of Wisconsin Statutes, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 11.  

The City has determined that at least 50%, by area, of the real property within the proposed TID 11 is a "Blighted Area" within the meaning of Section 66.1105(2)(a)1., Wis. Stats., and/or in need of "Rehabilitation or Conservation Work" within the meaning of Section 66.1337(2m)(a), Wis. Stats.  

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its prominent location in the City.  

The Project Plan includes "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.  

The City proposes to enter into this Agreement with the Developer to achieve the redevelopment of the Property, and the City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the continued development in accordance with this Agreement.  

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound growth of the City's downtown area.
AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein, or by the specifically stated Wisconsin Statutory Reference shall be defined to have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Demolition" means the removal of the old Gilbert Paper Mill and reclamation of the real estate.

"Developer" means PJC Group, LLC, and its permitted successors and assigns.

"Development Incentive Payments" means the payments due the Developer under Section 6.1 of this Agreement.

"Events of Default" means any of the events described in Section 9.1 hereof.

"Gilbert Paper Mill" means the paper factory building formerly owned by the Gilbert Paper Company as shown on Exhibit C.

"Grant" means the City of Menasha Tax Increment Financing grant made in the amount of the principle amount ($675,000) and the amount of accrued interest at the time of the final City payment pursuant to Section 6.1 is made.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" or "Project Plan" means the combined development projects proposed by Developer herein for the Warehouse Project, the Executive Office Project and the Land Reclamation Project located on the land described on Exhibit "A" (the "Property") and having an estimated cost of $1,000,000.

"Warehouse Project" means the renovation of a 60,000 SF warehouse formally used by the Gilbert Paper Mill, to be used as warehouse space.

"Executive Office Project" means the renovation of a 6,000 SF historic office building formally used by the Gilbert Paper Mill, to be used as rentable office space.

"Land Reclamation Project" means the demolition of the former Gilbert Paper Mill buildings to be taken down to grade as specified in Exhibit C.
“Shoreline Park” means that portion of the Land Reclamation Project which the Developer shall donate to the City after completion of the Land Reclamation Project and which the City has agreed to, at a minimum, dedicate the land as a park and turn it into a “finished park area”.

“Project Costs” shall mean the total costs to complete the Project including Demolition.

“Property” means Lots 13 and 14 of CSM 6153, 430 Ahnaip Street, Menasha, WI 54952, as shown on Exhibit A.

“Tax Increment Value” means the assessed value of the Project, which is greater than the January 1, 2007 assessed value of the Property.

"Tax Increment Revenue" means the personal and real property tax revenue generated by the tax increment value (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated by the Project.

"TID Project Plan", as approved by the City, means the Project Plan for Tax Incremental Financing District No. 11 of the City of Menasha, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of three (3) separate but related projects. They are the renovation of the former Gilbert Paper Mill warehouse (the Warehouse Project) and the renovation of the former Gilbert Paper Mill executive office building (the Executive Office Project) and the reclamation of land through the demolition of the former Gilbert Paper Mill paper manufacturing buildings as specified in Exhibit B (the Land Reclamation Project). Initiation of the construction and demolition of the Project is to commence within three (3) months of the approval of the Plans and Specifications by the City, said Plans and Specifications once approved shall be attached hereto as Exhibit "B" (the "Development Plan"), and be completed within twenty-four (24) months thereafter, at an estimated cost of $1,000,000.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability corporation in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy,
insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the purchaser of the Property. The Project upon completion will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Wisconsin Property Tax Laws.

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

4.1 Construction of the Project. The Developer shall commence the Project in 2007 within three (3) months of approval of the Plans and Specifications by the City, and shall complete construction of the Project within twenty-four (24) months of commencement.

4.2 Compliance with Codes, Plans and Specifications, Etc. 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. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits. Upon completion of the Land Reclamation Project, Developer shall dedicate to the City at least a thirty foot strip of land from Ahnaip Street to the Shoreline Park for public access.

4.3 Developer, as an inducement to the City to proceed with establishment of the TID 11 and to provide the Grant as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under Wisconsin Property Tax Laws. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

Notwithstanding the above, in the event that the Project is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and
assigns, agrees to make voluntary payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

4.4 Developer shall raze all structures identified in Appendix “C” and remove all demolition waste from the Property except for materials intended for reuse on the Property.

4.5 Upon completion of the Land Reclamation Project Developer shall donate to the City the Shoreline Park area for the City to develop into a finished park within a reasonable period of time after the consummation of the transfer.

ARTICLE V. CONDITIONS TO THE UNDERTAKINGS OF THE DEVELOPER

5.1 All Obligations of the Developer under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the Developer under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The City establishing TID 11.

(B) All covenants and obligations of City under this Agreement are duly performed, observed and satisfied in all material respects.

(C) With regard to the City, no uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VI. UNDERTAKINGS OF THE CITY

6.1 Development Incentives. After the Tax Incremental Value of the Warehouse Project has exceeded $400,000 the City agrees to provide the Developer a grant in the amount of $250,000. After the Tax Incremental Value of the Executive Office Project has exceeded $300,000 the City agrees to provide the Developer a grant in the amount of $250,000. After the Tax Incremental Value of the Land Reclamation Project has exceeded $200,000 the City agrees to provide the Developer a grant in the amount of $175,000. All grants shall include the accrued interest as provided in Exhibit D. The Grant may be prepaid at any time, but until paid in full, the payments will be provided to the Developer as follows:

Each year for a maximum period of twenty (20) years, commencing in 2009, the City will pay to the Developer an amount equal to ninety-five percent (95%) of the Tax Increment Revenue received by the City with respect to the Projects in that year, provided that the Tax Incremental Value of the individual elements of the Project is in excess of the amounts given above for each individual Project on January 1 of the previous year. The City shall make the payment due to the Developer, if any, under this Section no later than September 30 of each succeeding year, commencing in 2009 if the Tax Incremental Value of the individual elements of the Project is in excess of the amounts given above for each individual Project by January 1, 2008.
Should the City elect to prepay the grant at any time prior to the maximum twenty year period, the City’s grant shall be limited to the principal of $675,000 along with any accumulated interest based on the interest rate stated in Exhibit D to the date of the City’s payment. If the Developer refinances the grant in any fashion such that the interest is greater than that provided in Exhibit D, the City’s annual payment shall not increase as a result of such refinancing.

6.2 Wisconsin Department of Commerce Brownfield Grant. Should the City be awarded a Brownfield Grant from the Wisconsin Department of Commerce, it shall disburse such proceeds to the Developer up to the total amount of the grant when the City receives the grant from the Department of Commerce and when the Department of Commerce approves the Developer’s expenditures. Such payment shall constitute the entire obligation of the City if such payment is at least $675,000 plus any accrued interest. At such time, this agreement shall terminate.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The Project shall be completed within twenty-four (24) months of commencement of construction. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer.

(B) All representations and warranties of Developer set forth in Article III and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct in all material respects.

(C) All material covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) With regard to the Developer, no uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VIII. INDEMNIFICATION OF THE CITY

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project or the Demolition, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer.
(or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. To receive this indemnification, the Indemnified Parties must tender the defense of any claim or action to the Developer. If the Developer does not accept such tender, or, in the good faith determination of the Indemnified Parties the Developer will have a conflict of interest, the Indemnified Parties shall have the right to obtain and pursue their own defense and shall be reimbursed from the Developer. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

**ARTICLE IX. DEFAULT/REMEDIES**

9.1 **Events of Default.** An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 **Remedies on Default.** Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.
9.3 **No Remedy Exclusive.** No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 **No Implied Waiver.** In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 **Agreement to Pay Attorneys' Fees and Expenses.** Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

**ARTICLE X. FORCE MAJEURE**

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause. In the event a party becomes aware of a pending delay under this section, such party shall immediately notify the other party of the anticipated delay including the expected time of the delay.
ARTICLE XI. ADDITIONAL PROVISIONS

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued.

11.5 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

11.6 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
11.7 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:
City of Menasha
  c/o Greg Keil
  140 Main Street
  Menasha, WI 54952

With a copy to:
  City Attorney Jeffrey S. Brandt
  City Hall 140 Main
  Menasha, WI 54952

To the Developer:
PJC Group, LLC
  430 Ahnape Street
  Menasha, WI 54952

11.8 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.10 Cooperation. The City and the Developer agree to cooperate and expedite in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

11.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

List of Exhibits:
"A" Legal Description
"B" Developer's Project Plans
"C" Gilbert Paper Mill Building Demolition Schedule
"D" Developer Financed Tax Increment Financing

This document consists of eleven (11) pages, including the following signature page.
SIGNATURE PAGE FOR DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the 2nd day of August, 2007.

[Signature]
Edmund J. Jelinski
PJC Group, LLC

[Signature]
Tom Chalchhoff
PJC Group, LLC

[Signature]
Joseph F. Laux
Mayor

[Signature]
Deborah A. Galeazzi
Attest:
Deborah A. Galeazzi, City Clerk

STATE OF WISCONSIN
COUNTY OF WINNEBAGO

Personally came before me this 7th day of December, 2007, the above-named Edmund Jelinski and Joseph F. Laux and Deborah A. Galeazzi, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and the purposes therein intended.

[Signature]
Jeffrey D. Brandt
Notary Public,
State of Wisconsin
Winnebago County.
My commission is permanent.

This document authorized by and in accordance with Res. No. ____-05-06.
EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 3 and 4 of Exhibit A.
EXHIBIT "D"

DEVELOPER FINANCED TAX INCREMENT FINANCING
Interest Rate Determination

City shall be responsible to make payments to Developer for the Grant amount of $675,000 as specified in Section 6.1 of the Agreement. The rate of interest applied to the unpaid balance shall be equal to the prime banking rate (defined to be the local bank cost of funds rate plus 3.25 points) as determined on the date of the full and complete approval and execution of this Agreement by the City and the Developer (if the approval and execution were to occur on 3-14-07 the rate would have been 8.25%). This rate once established shall remain fixed for the entire period and shall be applied to the outstanding balance due the Developer from the City and shall not be modified.
AMENDMENT #1 TO DEVELOPMENT AGREEMENT BETWEEN
PJC GROUP, LLC AND THE CITY OF MENASHA

It is desirable to enter into this Amendment to the Development Agreement between PJC Group, LLC and the City of Menasha to facilitate the financing arrangements necessary for PJC Group, LLC to advance the projects contemplated by the Development Agreement.

For mutual consideration, the parties agree as follows:

The City of Menasha hereby waives any objection to a sale of the property described as the Warehouse in the Development Agreement to Gilbert Warehouse, LLC by PJC Group, LLC without first securing an occupancy permit as would otherwise be required by sec. 11.4.

PJC Group, LLC promises that it will establish an escrow account with Evans Title of not less than $675,000 from loan proceeds for this project. Such escrow account shall be used exclusively for the demolition of the former Gilbert Paper Mill and reclamation of the land on which the Mill was located, described as the “Land Reclamation Project”. The City of Menasha shall receive, upon request, an accounting of this escrow account from Evans Title as the escrow agent.

Dated at Menasha, Wisconsin this 19th day of November 2007.

BY THE CITY:

[Signature]
Jeffrey S. Brandt
City Attorney

BY PJC GROUP, LLC:

[Signature]
Member
AMENDMENT #2 TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF MENASHA AND
PJC GROUP LLC

It is desirable to enter into this amendment to facilitate the financing arrangements necessary to advance the project contemplated by the original development agreement and correct said agreements to conform its language to the intentions of the parties.

For mutual consideration, the parties agree as follows:

1. Article VI Section 6.1 shall be amended such that the second sentence in paragraph one of this section shall be amended to read as follows:

"After the Tax Incremental Value of the Executive Office Project has exceeded $100,000 the City agrees to provide the Developer a grant in the amount of $250,000."

2. Article VI Section 6.1 shall be amended such that in the second paragraph of this section, the date of payment by the City to the Developer shall be changed from September 30 to January 30.

3. This amendment shall be retroactive to January 1, 2008 and any adjustments needed to bring the parties into conformity with this document shall be made forthwith.

BY THE CITY:

[Signature]
Pamela Captian
City Attorney

BY PJC GROUP LLC:

[Signature]
Edmund Jelinski
Managing Member

Date: 3/7/11
Memorandum

TO: Common Council
FROM: Greg Keil, CDD
DATE: June 27, 2013
RE: Development Agreement Incentive Payout - Gilbert Development Company, LLC

This memo is a counterpart to the memo concerning the PJC Group, LLC development incentives included in the July 1, 2013 council packets, so please pardon the repetition of certain elements of the correspondence.

In 2007 the City of Menasha entered into a development agreement with the above-referenced entity and created Tax Incremental District #11 to facilitate site clearance and redevelopment of the former Gilbert Paper Mill site on Anhaip Street. The development agreement called for certain incentive payments to be made as related to the project within the area covered by the development agreement. We are now proposing to prepay the development agreement to address mounting interest costs associated with the incentive payment.

The development agreement with the Gilbert Development Company, LLC provides for an incentive to be paid in the amount shown below for the project:

- New Office Project $280,000

This incentive payment is to be made from the tax increment generated within the project area. Incentive payments have been made for four years commencing in 2009 with a total payout as of 1/11/13 as shown:

- New Office Project $182,022

The remaining incentive owed, plus accrued interest at 8.25% is as follows as of 1/11/13 (additional interest will accrue from 1/11/13 to the final payout date):

- New Office Project $179,444

As can be seen from the foregoing, we have made some progress toward paying down the development incentive. This is due to the fact that there has been an increase of $1.6 million in the value of the property, and a corresponding increase in the tax increment available to pay down the incentive owed. Nevertheless, interest on the remaining incentive owed is accruing interest at a rate of 8.25%.

We are proposing prepayment of the remaining incentive owed on the New Office Project (if prepaid on 8/1/13, the amount would be approximately $187,719). This will require the city to borrow funds, however, at the current interest rate of 3.75%, our interest costs would be less than half of what we are now paying. Prepayment of the development incentive is permissible under the existing terms of the development agreement. The repayment of the debt imposed by the borrowing will be paid out of TID#11 increment, and will not impact the property tax levy. It is expected that the funds borrowed to prepay the incentive would be included in a larger debt refinancing being contemplated by the Finance
Department. The refinancing package will be presented to the Common Council sometime in the next few months.

Prepaying the development incentive will save approximately $36,000 in interest expenses for the New Office Project and will enable us to recover the cost of borrowed funds via TIF increment in 5 vs. 6 years.

I urge the Common Council approve the prepayment of the development incentive to the Gilbert Development Company, LLC to reduce the amount of incentive payment that will ultimately need to be paid out of the TID #11 project fund.
Certified Survey Map No.
All of Lot 6 and Lot 7 of J.O. Johnson Industrial Park, being part of the Northeast 1/4 of the Southeast 1/4 of Section 2, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin.

Lot 8
J.O. Johnson Industrial Park

Lot 7
J.O. Johnson Industrial Park

Lot 1
98,705 SF
2.2090 ac

Lot 5
J.O. Johnson Industrial Park

LEGEND
- 3/4" x 18" Steel Rebar @ 1.50lbs/lf SET
- 3/4" Rebar Found
- 1" Iron Pipe Found
- Government Corner
- Recorded As

BEARINGS ARE REFERENCED TO THE E/L OF THE SE 1/4 OF SECTION 2
ASSUMED TO BEAR N08°00'44"E
BASED ON THE
WINNEBAGO COUNTY COORDINATE SYSTEM
Davel Engineering &
Environmental, Inc.
Civil Engineers and
Land Surveyors
1811 Racine Street
Menasha, Wisconsin
Ph. 920-881-1868, Fax 920-430-4055

CURVE TABLE

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Survey for:
Minimax Storage East, LLC
C/O Joe Johnson
1860 Bud Drive
Suite 105
Menasha, WI 54952

JAMES R. SCHOEFF
REGISTERED LAND SURVEYOR

COMMON COUNCIL 7/15/13 PAGE 45
File: 3993CSM.dwg
Date: 05/20/2013
Drafted By: katie
Sheet: 1 of 3
Certified Survey Map No. __________

All of Lot 6 and Lot 7 of J.O. Johnson Industrial Park, being part of the Northeast 1/4 of the Southeast 1/4 of Section 2, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin.

Surveyor's Certificate

I, James R. Sehloff, registered land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Menasha and Winnebago County, and under the direction of Minimax Storage East, LLC the property owner of said land, I have surveyed combined and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the combination of the land surveyed; and that this land is all of Lot 6 and Lot 7, J.O. Johnson Industrial Park, being part of the Northeast 1/4 of the Southeast 1/4 of Section 2, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, containing 99,705 Square Feet (2.2889 Acres) of land described as follows:

Commencing at the East 1/4 corner of Section 2; thence along the North line of the Southeast 1/4 of said Section 2, N89°38'45"W, 774.19 feet to the West line of J.O. Johnson Industrial Park; thence along said West line S00°12'19"W, 243.00 feet to the point of beginning; thence continuing along said West line, S00°12'19"W, 420.01 feet to the Northeast corner of Lot 5 of said J.O. Johnson Industrial Park; thence along the North line of said Lot 5, N89°18'32"W, 209.92 feet to the Easterly right of way of Bud Drive; thence along said Easterly right of way 61.13 feet along the arc of a curve to the left with a radius of 60.00 feet and a chord of 58.52 feet which bears N30°36'24"W; thence continuing along said Easterly right of way, N00°12'19"E, 370.00 feet to the Southwest corner of Lot 8, J.O. Johnson Industrial Park; thence along the South line of said Lot 8, S89°18'32"E, 239.90 feet to the point of beginning, subject to all easements, and restrictions of record.

Given under my hand this 20 day of MAY, 2013.

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

Owner's Certificate

Minimax Storage East, LLC, a limited liability company duly organized and existing under and by virtue of the Laws of the State of Wisconsin, as the property owner, does hereby certify that we caused the land above described to be surveyed, combined, and mapped all as shown and represented on this map.

In the presence of: Minimax Storage East, LLC

Managing Member _______________ Date _______________

State of Wisconsin }

)SS

_________________________ County

Personally came before me on the _____ day of ______________________, 20______, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

My Commission Expires ______________________

Notary Public, Wisconsin
Certified Survey Map No.

All of Lot 6 and Lot 7 of J.O. Johnson Industrial Park, being part of the Northeast 1/4 of the Southeast 1/4 of Section 2, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin.

Common Council Resolution

Resolved, this minor subdivision in the City of Menasha is hereby approved by the Common Council on this ______ day of ____________________, 2013.

Mayor __________________________ Date __________________

Clerk __________________________ Date __________________

Treasurers’ Certificate

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

Town Treasurer __________________________ Date __________________

County Treasurer __________________________ Date __________________

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

the property owners of record: Minimax Storage East, LLC

Recording Information: Doc No. 16374336

Parcel Number(s): 704-0761-07 & 704-0761-08

20 MAY 2013

James R. Sehloff Registered Land Surveyor No. S-2592 Date

COMMON COUNCIL 7/15/13 PAGE 47

File: 3953CSM.dwg

Date: 05/20/2013

Drafted By: Katie

Sheet: 3 of 3

May 20, 2013 – 02:06 PM J:\Projects\3933min\dwg\Civil 30\3953CSM.dwg Printed by: Katie
## City of Menasha Disbursements

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Medical Expense Reimbursement Trust-Retirement Pay Out

Menasha Employees Credit Union-Employee Deductions

United Way-Employee Donations

Wisconsin Support Collections-Child/Spousal Support

WI SCTF-Child Support Annual Fee

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COMMON COUNCIL 7/15/13 PAGE 58
## AP Check Register

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**Page 4**

COMMON COUNCIL 7/15/13 PAGE 59
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## AP Check Register

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COMMON COUNCIL 7/15/13 PAGE 61
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Page 11
To: Menasha Common Council

From: Jenny Groeschel and Ginger Tralongo, Police Records

RE: Beverage Operator License (Bartender) Applicants

Date: July 10, 2013

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

Ryan J. Coulthard
Kerlyn I. Ontiveros
Michael J. Schmidt
Jacqueline M. Campbell
Steven P. Pawlowski
Emily L. Hein
Paul E. Locke
Michael A. Goble
Melanie E. Fehn

The following individual has applied for a bartender license to serve, dispense and/or sell alcohol at a licensed establishment in the City. They have not met the criteria under the “Guidelines for Operator Licenses” approved by the Common Council. Therefore, staff is recommending the following person be DENIED an Operator’s License:

Christina Metros
MEMO

To: Common Council

From: Debbie Galeazzi, Clerk

Subject: Mr. Taco LLC, 403 Racine Street, Menasha

Date: July 11, 2013

On the agenda for Common Council consideration is the renewal liquor license application for Mr. Taco LLC, Francisa Jaimes, agent. Listed on the application is Francisa Jaimes-Lopez as the only member of the Limited Liability Company.

The Police Dept. has done a background check on Ms. Jaimes-Lopez and find no reason to deny the license. The Fire Department, Health Department and Building Inspectors have inspected the property and have no reason to hold up the liquor license approval.

As of today, there is still an outstanding balance due on real estate taxes and I have not received confirmation that Ms. Jaimes-Lopez has control of the property. The attorney for Ms. Jaimes-Lopez has informed me that these issues should be resolved by July 15.

I will update the Council at the meeting.
RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7/11/2013 ending: 6/30/14

Town of

Village of

City of

COUNTY OF WISCONSIN

Aldermanic Dist. No. 2 (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: Mr. Taco LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) 403 Racing St. Menasha Wi 54952

Title Name (Inc. Middle Name) Home Address Post Office & Zip Code

President/Member: FrancescaJaimes-Lopez 520 Schindler Pl Menasha Wi 54952

Vice President/Member

Secretary/Member

Treasurer/Member

Agent: Francesca Jaimes

Directors/Managers

C. 1. Trade Name: Mr. Taco LLC

2. Address of Premises: 403 Racing St. Menasha

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 and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described). Basment, wait-in cooler, upstairs room

5. Legal description (omit if street address is given above):

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. Change of members of LLC ☑ 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 licensees? If not, explain. ☑ Yes ☐ No

9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under section A or B above? [phone (608) 266-2776] ☑ Yes ☐ No

10. Does the applicant understand 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 SWEAR TO BEFORE ME

this 27th day of June 2013

Deborah A. Paleczni

My commission expires 9-11-16

Francesca Jaimes

(Officer or Member/Member/Manager of Limited Liability Company/Partner/Individual)

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

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

TO BE COMPLETED BY CLERK

Date received and file with municipal clerk:

Date reported to central board:

Date license granted:

License number issued:

Date license issued:

Signature of Clerk/Deputy Clerk:

Wisconsin Department of Revenue

COMMON COUNCIL 7/15/13 PAGE 69
RESOLUTION NO. R-8-13

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO $504,200 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013B,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

Introduced by Mayor Merkes:

WHEREAS, the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the
"Municipality") owns and operates a sewerage system (the "System") which is operated for a
public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to Resolution No. R-30-04 adopted on November 15, 2004 (the
"2004 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds,
Series 2004, dated November 24, 2004 (the "2004 Bonds"), which 2004 Bonds are payable from
the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. R-2-08 adopted on February 18, 2008 (the "2008
Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series
2008, dated March 12, 2008 (the "2008 Bonds"), which 2008 Bonds are payable from the income
and revenues of the System; and

WHEREAS, pursuant to Resolution No. R-37-11 adopted on October 17, 2011 (the
"2011 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds,
Series 2011, dated November 9, 2011 (the "2011 Bonds"), which 2011 Bonds are payable from
the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. R-2-13 adopted on February 4, 2013 (the "2013
Resolution"), the Municipality has heretofore issued its Taxable Sewerage System Revenue
Bonds, Series 2013, dated February 13, 2013 (the "2013 Bonds"), which 2013 Bonds are payable
from the income and revenues of the System; and

WHEREAS, the 2004 Bonds, the 2008 Bonds, the 2011 Bonds and the 2013 Bonds shall
collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2004 Resolution, the 2008 Resolution, the 2011 Resolution and the 2013
Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the
Municipality and the residents thereof, consisting of the construction of a project (the "Project")
assigned Clean Water Fund Program Project No. 5101-06 by the Department of Natural
Resources, and as described in the Department of Natural Resources approval letter for the plans
and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin
Statutes, assigned No. S-2012-0470 and dated October 2, 2012 by the DNR; and
WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the $504,200 Sewerage System Revenue Bonds, Series 2013B, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) " Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;
(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Menasha, Calumet and Winnebago Counties, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2004 Bonds, the 2008 Bonds, the 2011 Bonds and the 2013 Bonds, collectively;

(p) "Prior Resolutions" means the 2004 Resolution, the 2008 Resolution, the 2011 Resolution and the 2013 Resolution, collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2004 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2004, dated November 24, 2004;
(u) "2004 Resolution" means Resolution No. R-30-04 adopted by the Governing Body on November 15, 2004 authorizing the issuance of the 2004 Bonds;

(v) "2008 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2008, dated March 12, 2008;

(w) "2008 Resolution" means Resolution No. R-2-08 adopted by the Governing Body on February 18, 2008 authorizing the issuance of the 2008 Bonds;

(x) "2011 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2011, dated November 9, 2011;

(y) "2011 Resolution" means Resolution No. R-37-11 adopted by the Governing Body on October 17, 2011 authorizing the issuance of the 2011 Bonds;

(z) "2013 Bonds" means the Municipality's Taxable Sewerage System Revenue Bonds, Series 2013, dated February 13, 2013; and


Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of $504,200; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2013B" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.625% per annum; shall be issued in denominations of $0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on November 1, 2013 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.
The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2004 Resolution are hereby continued and shall be used solely for the following respective purposes:

(a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

(b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.

(c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due.

(d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall
be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);

(b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source); and

(c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to
the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWFP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerge services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:
(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to $504,200 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFP Project Fund." The Sewerage System CWFP Project Fund shall be used solely for the purpose of paying the costs of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.
Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the...
Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.
Section 19. **Conflicting Resolutions.** All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: July 15, 2013

Approved: July 15, 2013

__________________________
Donald Merkes
Mayor

Attest:

__________________________
Deborah A. Galeazzi
City Clerk
EXHIBIT A

(Form of Municipal Obligation)

REGISTERED NO. _____

UNITED STATES OF AMERICA

REGISTERED

STATE OF WISCONSIN

$_______

CALUMET AND WINNEBAGO COUNTIES

CITY OF MENASHA

SEWERAGE SYSTEM REVENUE BOND, SERIES 2013B

Final

Date of

Maturity Date

Original Issue

May 1, 2033

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed $_______ DOLLARS ($_______) (but only so much as shall have been drawn hereunder, as provided below) on May 1, 2014 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.625% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2013.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2014 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 625/1000ths percent (2.625%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.
Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of $0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted July 15, 2013, and entitled: "Resolution Authorizing the Issuance and Sale of Up to $504,200 Sewerage System Revenue Bonds, Series 2013B, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues derived from the operation of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewerage System Revenue Bonds, Series 2004, dated November 24, 2004, Sewerage System Revenue Bonds, Series 2008, dated March 12, 2008, Sewerage System Revenue Bonds, Series 2011, dated November 9, 2011 and Taxable Sewerage System Revenue Bonds, Series 2013, dated February 13, 2013, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.
IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF MENASHA,
WISCONSIN

(SEAL)

By: _____________________________
    Donald Merkes
    Mayor

By: _____________________________
    Deborah A. Galeazzi
    City Clerk
(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

____________________________________

____________________________________

____________________________________

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

____________________________________

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

____________________________________

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: __________

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

____________________________________
SCHEDULE A

$504,200

CITY OF MENASHA, WISCONSIN
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013B

<table>
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SA-1
### SCHEDULE A (continued)

#### PRINCIPAL REPAYMENT SCHEDULE

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STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF MENASHA

$504,200

FINANCIAL ASSISTANCE AGREEMENT

Dated as of July 24, 2013

This constitutes a Financial Assistance Agreement under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality and an authorized officer of the State of Wisconsin Department of Natural Resources and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

Municipal Identification No. 70251
Clean Water Fund Program Project No. 5101-06
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EXHIBIT G WAGE RATE COMPLIANCE CERTIFICATION
WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated July 24, 2013, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR"), and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Act"), and the City of Menasha, a municipality within the meaning of the Act, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to ss. 281.58 and 281.59, Wis. Stats., established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Act; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA has determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality has pledged the security, if any, required by DOA, and the Municipality has demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Loan; and

WHEREAS, approval of facility plans or engineering reports, and Plans and Specifications for the Project has been obtained by the Municipality from DNR subject to the provisions of applicable State environmental standards set forth in law, rules and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:
ARTICLE I
DEFINITIONS: RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Application" means the written application of the Municipality dated September 28, 2012, for financial assistance under the Act.

"Bonds" means bonds or notes issued by the State pursuant to the General Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.


"CWFP" means State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.


"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA and the Municipality as the same may be amended from time to time in accordance with Section 6.04 hereof.

"General Resolution" means the Clean Water Revenue Bond General Resolution adopted by the State of Wisconsin Building Commission, as such may from time to time be amended or supplemented by Series Resolutions or Supplemental Resolutions in accordance with the terms and provisions of the General Resolution.

"Loan" means the loan or loans made by the CWFP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information:

(a) amount of each disbursement,
(b) date of each disbursement,
(c) the series of Bonds from which each disbursement is made,
(d) principal amounts repaid,
(e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

(a) the FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary action by the governing body of the Municipality, and the FAA has been duly executed and delivered by the Municipality;

(b) the Municipal Obligations have been duly authorized, executed and delivered by the Municipality and sold to the CWFP;

(c) each of the FAA and the Municipal Obligations constitutes a legal, valid and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);

(d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest and redemption price by the pledged revenues as set forth therein;

(e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings and judicial decisions;

(f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and

(g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means City of Menasha, a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Cost eligible for CWFP financing.


"Plans and Specifications" means the Project design plans and specifications assigned No. S-2012-0470, approved by DNR on October 02, 2012, as the same may be amended or modified from time to time in accordance with this FAA.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered,
specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CWFP Project No. 5101-06 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWFP under the Act, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 150 and NR 162, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"Series Resolution" or "Supplemental Resolution" shall have the meaning set forth in the General Resolution.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance, or other legislative enactments meeting the requirements of the Regulations, that is enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewerage system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste.

"State" means the State of Wisconsin.

"Substantial Completion" means the point in time when Project construction has been completed and the treatment process operation has been initiated or is capable of being put into operation, or for collection system or storm water projects or portions of projects that provided little or no treatment, it means the point in time when wastewater or storm water conveyance has been initiated or is capable of being initiated.

"Trustee" means the trustee appointed by the State pursuant to the General Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.08, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to a User Charge System or otherwise.


"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this FAA refer to the FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.
ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the CWFP. The CWFP represents and warrants as follows:

(a) The State is authorized to issue the Bonds in accordance with the Act and the General Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.

(b) The CWFP has complied with the provisions of the Act and has full power and authority to execute and deliver this FAA and to consummate the transactions contemplated hereby and perform its obligations hereunder.

(c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to ss. 281.58 and 281.59, Wis. Stats., the CWFP is authorized to execute and deliver the FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of the FAA.

(e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement or other contract or instrument to which the State is a party or by which it is bound, or to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the CWFP, and all consents, approvals, authorizations and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the knowledge of the CWFP, threatened against or affecting the CWFP, or to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality. The Municipality represents, covenants and warrants as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and has full legal right, power and authority to:

(1) conduct its business and own its properties,
(2) enter into this FAA,
(3) adopt the Municipal Obligation Resolution,
(4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
(5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.
(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of $504,200, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed and delivered and constitute legal, valid and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Municipality, threatened against or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

(1) affecting the creation, organization or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of, or default under any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly issued, legally binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses and approvals (other than such permits, licenses, easements or approvals which are not, by their nature, obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, to carry on its activities relating thereto, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders’ or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.
(l) Each of the facilities constituting a part of the Project is eligible for financing from the CWFP and the estimated cost of the Project is equal to or in excess of the principal amount of the Municipal Obligations. The Project is an eligible project under s. 281.58(7), Wis. Stats. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be and continue to be an eligible Project under the Act during the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Act. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is in compliance with all applicable federal, state and local laws and ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the General Resolution, as the same is in force from time to time.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action, that any other person, firm or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as defined in the Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) a "de minimis" amount as defined in the Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding the lesser of $100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance with all conditions, requirements and terms of financial assistance previously awarded through the federal construction grants program and the Wisconsin Fund construction grants program, and the CWFP.
(v) The Municipality has met all terms and conditions contained within, and has received DNR approval for the Municipality’s Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it has submitted to DNR a bid tabulation for the Project, with a recommendation to DNR for review and concurrence. The expected or actual Substantial Completion date of the Project is November 5, 2013.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the General Resolution provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality.

This means that the following State payments would have been subject to this deduction:

<table>
<thead>
<tr>
<th></th>
<th>Transportation</th>
<th>State-shared</th>
<th>Total</th>
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<tr>
<td>2011</td>
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<td>$4,290,875.45</td>
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<tr>
<td>2012</td>
<td>$699,696.34</td>
<td>$3,328,714.20</td>
<td>$4,028,410.54</td>
</tr>
</tbody>
</table>

The amount of State payments anticipated for this year, among others, and as changed or modified from time to time, that are subject to this deduction are:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
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<tbody>
<tr>
<td>2013</td>
<td>$635,917.30</td>
<td>$3,328,058.04</td>
<td>$3,963,975.34</td>
</tr>
</tbody>
</table>

These are not the entire amounts of State aid distributed to the Municipality. Other State aid is subject to intercept on failure of the Municipality to make full Loan payments due the CWFP.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the General Resolution, provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality’s Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality’s Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.
ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan, and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of $504,200. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.

(c) The Loan shall bear interest at the rate of two and 625/1000ths percent (2.625%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed, from the date of disbursement until the date such amounts are repaid. A description of how the interest rate was determined is included in the Project Manager Summary Page (Exhibit F).

(d) The Municipal Obligation shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.

(f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Loan Amortization. Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on July 24, 2013. It is understood that the actual amount of the Municipality's Loan payments shall be based on the actual date and amount of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA, and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security. The Municipality's obligation to meet annual debt service requirements shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0521, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 8 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is
110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.08 hereof.

Section 3.04. **Other Amounts Payable** The Municipality hereby expressly agrees to pay to the CWFP:

(a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semianual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule and amount; and

(b) the Municipality’s allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Expense Fund established pursuant to the General Resolution.

Section 3.05. **Sale and Redemption of Municipal Obligations**

(a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.

(b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. **Disbursement of Loan Proceeds**

(a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.

(b) The CWFP, through its agents or Trustee, plans to make disbursements of Loan proceeds on a semimonthly basis, upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Loan proceeds are not yet fully disbursed, and CWFP funds were previously disbursed for non-CWFP funded Project Costs, the CWFP shall make necessary adjustments to future disbursements.
(2) If the Loan proceeds are fully disbursed, including disbursements for non-CWFP funded Project Costs, the Municipality agrees to repay to the CWFP an amount equal to the non-CWFP funded Project Costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment.

(d) The CWFP or its agent shall disburse Loan proceeds only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(e) Disbursement beyond ninety-five percent (95%) of the principal amount of the Loan, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA; and

(4) the Municipality certifies in writing to DNR its compliance with the wage rate requirements. Certification must be as prescribed on Exhibit G.

(f) The following IRS Regulation applies to project expenditures. IRS Regulation 1.148-6(d)(1)(iii), which states, in part, “An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service”.

Section 3.07. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Act or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.
(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality, or add a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date the FAA was executed; or immediately terminate the FAA and disburse no additional funds, if the Loan has not been fully disbursed.

(3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Loan In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Loan hereunder, the Municipality hereby pledges the revenue to be derived from the Municipality's Sewerage System (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a), above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.
ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance. The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of the Loan.

In the event that the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project. The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, scope or functional layout as may be previously approved by DNR.

Section 4.03. Performance Bonds. The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state and local laws, ordinances and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the acquisition and construction of the Project, and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

(1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;

(2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;

(3) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project, and

(4) submit to DNR an Operation and Maintenance Manual Certification Checklist.
Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns and amendments exceeding the Loan amount, the CWFP may allocate additional financial assistance to a Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Act and Regulations. The allocation of additional financial assistance shall depend upon availability of funds and present value subsidy, pursuant to the Act and the Regulations.

(b) In the event that Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement therefor from the CWFP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate FAA.

Section 4.05. No Warranty Regarding Condition, Suitability or Cost of Project. Neither the CWFP, DOA, DNR nor the Trustee makes any warranty, either express or implied, as to the Project or its condition or that it shall be suitable for the Municipality’s purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build and effectively operate and maintain the Project as required by laws, regulations, permits and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.
ARTICLE V
COVENANTS

Section 5.01. Application of Loan Proceeds. The Municipality shall apply the proceeds of the Loan solely for Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept, in good repair, working order and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit. The Municipality shall not, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Sewerage System, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts so long as the Loan is outstanding.

(b) The Municipality shall establish an equipment replacement fund according to s. NR 162.06, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law. At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, approvals and this FAA, including without limitation, the Act, the Regulations and the WPDES Permit.

Section 5.04. Public Ownership. The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP) and directions issued by the CWFP. Without any request, the Municipality shall furnish to DOA, as soon as available and in any event within one hundred twenty (120) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by such independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall permit any
authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan, and shall produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them or their authorized representatives, and shall permit extracts and copies of the Project records to be made by them or their authorized representatives, and shall fulfill information requests by them or their authorized representatives.

Section 5.06  Records  The Municipality shall retain all files, books, documents and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07  Project Areas  The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08  Engineering Inspection  The Municipality shall provide competent and adequate inspection of all Project construction, under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09  Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates within three business days and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(5) of the Code or any successor provision.
Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Act and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.08, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System. The Municipality shall promptly notify DNR and DOA in the case of any material damage to or destruction of the Project or any part thereof, or actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain or otherwise, all or a part of the Sewerage System, any action, suit or proceeding at law or in equity or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless. The Municipality shall save, keep harmless and defend DNR, DOA and all their officers, employees, and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, acts, or omissions of the Municipality’s employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees. The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker’s compensation.

Section 5.15. Adequate Funds. The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.
Section 5.16. **Management** The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. **Reimbursement** Any payment made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.18. **Unpaid User Fees** The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. **Sewer Use Ordinance** The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Act and Regulations.

Section 5.20. **Rebates** The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment.

Section 5.21. **Maintenance of Legal Existence**

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

1. the resulting, surviving or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

2. such resulting, surviving or transferee legal entity is eligible to receive financial assistance under the Act;

3. such resulting, surviving or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and

4. the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. **Wage Rate Requirements** The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.
ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

(a) Department of Administration
Office of Capital Finance
Clean Water Fund Program
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
Or
PO Box 7864
Madison, WI 53707-7864

(b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
Or
PO Box 7921
Madison, WI 53707-7921

(c) U.S. Bank Corp Trust
Jina Terry EP-MN-WS3T
60 Livingston Avenue
St. Paul, MN 55101-2292

(d) City of Menasha
140 Main Street
Menasha, WI 54952

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications This FAA may be amended, supplemented or modified to provide for additional Loans for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements and modifications shall be in writing between the CWFP, by DNR and DOA acting under authority of the Act, and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Act.
Section 6.07. **Benefit of Financial Assistance Agreement** This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations and agreements of the Municipality herein contained are hereby declared to be for the benefit of and are enforceable by the CWFP, its Trustee or its authorized agent.

Section 6.08. **Further Assurances** The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. **Assignment of Municipal Obligations** The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged or hypothecated to any third party without the consent of the Municipality.

Section 6.10. **Covenant by Municipality as to Compliance with General Resolution** The Municipality covenants and agrees that it shall comply with the provisions of the General Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the General Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA or the Trustee of opinions that may be required under the General Resolution.

Section 6.11. **Termination** This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which financial assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate financial assistance or rescind this FAA.
Section 6.12. **Rescission** The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first above written.

CITY OF MENASHA

By: _______________________________
    Donald Merkes
    Mayor

Attest: _______________________________
       Deborah A. Galeazzi
       Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _______________________________
    Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _______________________________
    Authorized Officer
EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF MENASHA
CWFP Project No. 5101-08

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### City of Menasha, Wisconsin

**Project 5101-06 Clean Water Fund Program**

**Loan Closing Date:**

**July 24, 2013**

#### Exhibit B-1

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**Totals**

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147,270.71  
651,470.71  
651,470.71  
651,470.71

**Net Interest Rate**

2.6250%

**Bond Years**

5.610.3120

**Average Life**

11.1272

The above schedule assumes full disbursement of the loan on the loan closing date.

18-Jun-13   Wisconsin Department of Administration

B - 1
EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

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<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.
### MANDATORY PROJECT CLOSEOUT DOCUMENT

**ENVIRONMENTAL IMPROVEMENT FUND**  
**CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**Note:** This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed Good Faith Certification Form 8700-294 and MBE/WBE/SBRA Contacts Worksheet Form 8700-294A. Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Sts.).

<table>
<thead>
<tr>
<th>Municipality Name: City of Menasha</th>
<th>Project Number: 5101-06</th>
<th>Loan/Grant Amount: $504,200</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description: Ninth Street Sewage Lift Station Improvements</td>
<td>Did the municipality satisfy the MBE/WBE/SBRA requirements? Yes ☑ No ☐ (If no, refer to Exhibit F-Project Manager Summary Page.)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Construction/Equipment/Supplies Contracts</th>
<th>DBE Type</th>
<th>Type of Product or Service</th>
<th>Contract Estimate ($)</th>
<th>Actual Amount Paid to MBE/WBE/SBRA Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime: PTS Contractors, Inc.</td>
<td>□ MBE □ WBE □ SBRA X N/A</td>
<td>Construction</td>
<td>$276,600</td>
<td>Municipality Completes at Project Closeout</td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime: Roger Bowers Construction, Inc.</td>
<td>□ MBE □ WBE □ SBRA X N/A</td>
<td>Construction</td>
<td>$194,066</td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
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<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
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</tr>
<tr>
<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime:</td>
<td>□ MBE □ WBE □ SBRA □ N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
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<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
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</tr>
<tr>
<td>Sub:</td>
<td>□ MBE □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| Total MBE $ | Total WBE $ | Total SBRA $ |</p>
<table>
<thead>
<tr>
<th>Professional/Technical Services Contracts</th>
<th>DBE Type</th>
<th>Type of Product or Service</th>
<th>Contract Estimate $</th>
<th>Actual Amount Paid to MBE/WBE/SBRA Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime: Kaempfer &amp; Associates, Inc.</td>
<td>□ MBE   □ WBE □ SBRA □ N/A</td>
<td>Engineering</td>
<td>$0</td>
<td>Municipality Completes at Project Closeout</td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE   □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE   □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime:</td>
<td>□ MBE   □ WBE □ SBRA □ N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE   □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE   □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prime:</td>
<td>□ MBE   □ WBE □ SBRA □ N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub:</td>
<td>□ MBE   □ WBE □ SBRA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total MBE $ ____________
Total WBE $ ____________
Total SBRA $ ____________

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form
Email Address
Phone Number

**Certification**

I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.

Name/Title of Municipal Official
Signature
Date Signed
EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF MENASHA
CWFP Project No. 5101-06

1. **Project Description**
   Replacement of sewage force main and upgrade of sewage lift station. The details of the project are provided in the plans and specifications the DNR approved on October 2, 2012, and assigned an approval number S-2012-0470.

2. **Ineligibles**
   There were no ineligible costs identified in the review of this project. If we identify ineligible Project Costs as the Project progresses, the Department will notify the Municipality.

3. **Composite Interest Rate for Compliance Maintenance or New/Changed Limits Project:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Costs</td>
<td>$504,200</td>
</tr>
<tr>
<td>Total Requested Costs</td>
<td>$504,200</td>
</tr>
<tr>
<td>Parallel Cost Percentage (PCP)</td>
<td>100%</td>
</tr>
<tr>
<td>Maximum DBE Penalty = Total Eligible Costs X PCP X 8%</td>
<td>$37,653</td>
</tr>
<tr>
<td>Actual DBE Penalty</td>
<td>$0</td>
</tr>
<tr>
<td>Septage Facility Costs at 0%</td>
<td>$0</td>
</tr>
<tr>
<td>Maximum Subsidized Rate Costs</td>
<td>$504,200</td>
</tr>
<tr>
<td>= (Total Eligible Costs X PCP) – Actual DBE Penalty</td>
<td></td>
</tr>
<tr>
<td>Actual Subsidized Rate Costs (Note: Cannot exceed Maximum Subsidized Rate Costs, but may be less if not requesting Total Eligible Costs.)</td>
<td>$504,200</td>
</tr>
<tr>
<td>Market Rate Costs = Total Requested Costs – Actual Subsidized Rate Costs</td>
<td>$0</td>
</tr>
<tr>
<td>Septage Facility Costs at 0%</td>
<td>$0</td>
</tr>
</tbody>
</table>

   | Total Loan Amount = Actual Subsidized Rate Costs + Market Rate Costs | $504,200 |
   | Composite Interest Rate                               | 2.625%   |
   | = (Actual Subsidized Rate Costs/Total Loan Amount) X 2.625% + (Market Rate Costs/Total Loan Amount) X 3.500% + (Septage Facility Costs at 0%) |          |

4. **Miscellaneous Costs**
   As shown in the Project Budget Sheet Summary (Exhibit A), CWFP funding in the amount of $5,000 is included in the Miscellaneous category for:

   Soil and material testing*                                $5,000

   Each construction-related item, denoted by an asterisk (*), will require review and approval by the regional Construction Management Engineer (CME) prior to reimbursement from the CWFP. The municipality must provide the CME with a copy of the vendor’s invoice, procurement method used and
applicable bidding and contracting documentation. When the CME has determined eligibility and given approval, the municipality may request reimbursement from the CWFP.

5. **Contingency Allowance**
The Contingency allowance of $23,533 is five percent of the amount of uncompleted construction work.

6. **Equipment Replacement Fund**
The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. In reviewing the equipment replacement fund schedule in the CWFP application, the annual deposit is estimated at $10,000.

7. **Green Project Reserve - None**
EXHIBIT G

WAGE RATE COMPLIANCE CERTIFICATION

[To Be Prepared on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Menasha (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5101-06 (the "Project"), the Municipality has met all the requirements of the Davis-Bacon Act.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: ________________________________  Dated as of: __________________________
    [Name of Highest Elected Official]

Attest: ______________________________  Dated as of: __________________________
    [Name of Clerk or Secretary]
From: Robert W. Golz [mailto:rgolz@kundingerwi.com]
Sent: Monday, July 01, 2013 9:47 AM
To: Vicki Lenz
Subject: Board of Trustees

Vicki,

Thanks for the cup of coffee and the opportunity to discuss the library and the position on the Board of Trustees. The City of Menasha is fortunate to have such an outstanding institution. I would be honored to lend my skills to assist the Board in their oversight of the library. With my background in finance, investments, and business management I feel I can assist the Board in achieving the goals of the library.

Currently I am the Vice President-Finance/CFO for Kundinger Fluid Power (KFP). KFP is a 51 year old family owned industrial distributor of hydraulic, pneumatic, hose, and fittings products to industrial companies throughout the Midwest. My duties include accounting, budgets, risk management, banking relations and HR.

Prior to joining KFP 15 years ago, I spent 20 plus years in the banking business as a corporate banker. I worked with local businesses in meeting their financial needs and being one of their trusted advisors.

Thanks again for the coffee, and if you need any additional information, please let me know.

Bob

Robert W. Golz
Vice President-Finance
Kundinger Fluid Power, Inc.
Phone: 920-720-5000
Fax: 920-720-5010
e-mail: rgolz@kundingerwi.com

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