CITY OF MENASHA  
COMMON COUNCIL  
First Floor Conference Room  
100 Main Street  
Monday, July 16, 2018  
Meeting 6:00 PM  
AGENDA

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

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. Citizen Recognition Proclamation—Dave Clausen  
2. FC Kloehn—Fire Department’s Memorial Fishing Program  
3. Clerk Galeazzi - the following minutes and communications have been received and placed on file:  
   Minutes to receive:  
   a. Board of Public Works, 7/2/2018  
   b. Parks and Recreation Board, 6/12/2018  
   c. Personnel Committee, 7/2/2018  
   Communications:  
   d. Senator Roger Roth Correspondence to Alderman Sevenich, 7/6/2018  
   e. Alderman Sevenich to Alderman Ted Grade—Email Response from Senator Roger Roth’s Office  
   f. Division of Transportation System Development Correspondence to Mayor Merkes, 6/28/2018  
   g. Division of Transportation System Development Correspondence to Alderman Ted Grade, 7/10/2018  
   h. 2018 Fireworks Complaints Memorandum, 7/11/2018, Chief Tim Styka  
   i. Your Future Live Memorandum, 7/12/2018, Mayor Merkes  
   j. League of Municipalities Correspondence, 6/22/2018  
   k. Fox Valley Area Labor Council AFL-CIO Labor Day Parade Correspondence, July 2018  
   l. Theda Care Correspondence to Parks and Recreation Director Brian Tunga

G. CONSENT AGENDA  
(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and placed immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)  
Minutes to approve:  
1. Common Council, 7/2/2018
Board of Public Works, 7/2/2018
2. Intergovernmental Agreement for a Concrete Reconstruction/Urbanization Project; City of Appleton/City of Menasha/Village of Fox Crossing; Valley Road—West of Chain Drive to East of Forestview Court
3. Change Order—Advance Construction, Inc.; Contract No. M0002-9-00971-B; 2017 Water Main Reconstruction Contract B—Lake Road East-West; ADD: $2,122.21 (Menasha Utilities Change Order No. 2)

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS
1. Accounts payable and payroll for the term of 7/3/2018—7/12/2018 in the amount of $870,671.28
3. 1st Revision—State/Municipal Agreement for a State-Let Urbanized Area STP—Urban Project: Broad Street from Tayco Street to Racine Street
4. Contract for Assessment Services with Associated Appraisal for the term of August 2018—July 2021
5. "Class A" Liquor License Application for RNR Foods LLC, Richard Lee—Agent, d/b/a Menasha Piggly Wiggly, 1151 Midway Road, Menasha for the 2018-2019 Licensing Year.

J. HELD OVER BUSINESS
1. Remove Alternative J and recommend Alternative B as the preferred option for the Racine Street Bridge and the City of Menasha has no interest in ownership of the Racine Street Bridge (Alderman Taylor; Postponed from 6/18/2018 meeting)

K. ORDINANCES AND RESOLUTIONS

L. APPOINTMENTS

M. CLAIMS AGAINST THE CITY

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

O. ADJOURNMENT

MEETING NOTICE
Monday, August 6, 2018
Common Council Meeting – 6:00 p.m.
Committee Meetings to Follow

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."
PROCLAMATION
RECOGNIZING THE
CONTRIBUTIONS OF
DAVE CLAUSEN
TO THE CITY OF MENASHA
COMMUNITY

Whereas, Menasha prides itself on being a friendly and inviting community; and,

Whereas, you have taken the effort to go the extra mile by bringing a smile to people with your actions, and

Whereas, numerous people throughout Menasha have recognized your community spirit, greeting people at the corner of Konamac Street & Plank Road and,

Whereas, your presence has become a staple of the neighborhood and your smiles and waves will be sorely missed with your recent move from the area, and,

Therefore be it Proclaimed, that the City of Menasha commends the contributions of Dave Clausen, the “Menasha Greeter,” to the City of Menasha community.

Dated this 16th day of July, 2018

Donald Merkes, Mayor
A. CALL TO ORDER  
Meeting called to order by Chairman Krueger at 6:57pm.

B. ROLL CALL  
PRESENT: Aldermen Steve Krueger, Tom Grade, Ted Grade, Randy Ropella, Rebecca Nichols, James Taylor, Stan Sevenich, Mark Langdon.  
ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Kloehn, ASD Jacobs, DPW Radomski, Deputy Clerk Cheslock

C. MINUTES TO APPROVE  
1. June 18, 2018  
Moved by Ald. Langdon seconded by Ald. Ted Grade to approve minutes.  
Motion carried on voice vote.

D. COMMUNICATIONS

E. DISCUSSION / ACTION ITEMS
1. Intergovernmental Agreement for a Concrete Reconstruction/Urbanization Project; City of Appleton/City of Menasha/Village of Fox Crossing; Valley Road – West of Chain Drive to East of Forestview Court  
DPW Radomski explained the project and the costs coming from the 5 year CIP.  
General discussion ensued on the possibility of assessing in full or part of the project and how other municipalities are paying for the project.

Moved by Ald. Langdon seconded by Ald. Sevenich to recommend to Common Council Intergovernmental Agreement for a Concrete Reconstruction/Urbanization Project; City of Appleton/City of Menasha/Village of Fox Crossing; Valley Road—West of Chain Drive to East of Forestview Court

Motion carried on roll call 8-0

2. Change Order – Advance Construction, Inc.; Contract No. M0002-9-16-00971-B; 2017 Water Main Reconstruction Contract B – Lake Road East/West; ADD: $2,122.21 (Menasha Utilities Change Order No. 2)  
Unanimous consent to hear from Menasha Utilities employee, Scott Mauer  
Mr. Mauer explained changes from the DNR and the change in the project that caused the Change Order.

Moved by Ald. Langdon seconded by Ald. Sevenich to recommend to Common Council Change Order—Advance Construction, Inc.; Contract No. M0002-3-16-00971-B; 2017 Water Main Reconstruction Contract B—Lake Road East/West; ADD: $2,122.21 (Menasha Utilities Change Order No. 2)

Motion carried on roll call 8-0

F. ADJOURNMENT  
Moved by Ald. Langdon seconded by Ald. Tom Grade to adjourn at 7:08 p.m  
Motion carried on voice vote.

Stephanie Cheslock, Deputy Clerk
A. CALL TO ORDER

The meeting was called to order by Chr. D Sturm at 6:00 pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Melissa Zwach, Tom Marshall, Ald. Ted Grade, Lisa Hopwood, Dick Sturm and Rob DeLain

Members Absent: Brian Adesso

OTHERS PRESENT: PRD Tungate, Gary Coopman, Tom Konetzke, Pita Katobalvu, Kay Halbrook

C. MINUTES TO APPROVE

1. Minutes of the May 8, 2018 Park Board Meeting: Moved by Ald. T. Grade, seconded by L. Hopwood to approve the minutes of the May 8 Park Board meeting with the change that Tom Marshall was in attendance. Motion carried.

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

E. REPORT OF DEPARTMENT HEADS/STAFF/OR CONSULTANTS

1. Department Report: PRD Tungate reported on work being done to the Hart Park shelter, the swimming pool opened on June 12, recreation programs start on June 18. Repairs are also planned for the skatepark. The Main Street fountain is back up and running and includes a new drain system.

2. Park, Pool and Vandalism Report: PRD Tungate read the highlights of an email from Thad Brown, who is filling in as Park Superintendent following the recent retirement of Vince Maas. Main focus is the completion of 100 Fox St. in anticipation of the opening of the Loop the Lake trail on June 23. Two seasonal staff are now focusing just on mowing the parks and this has been successful so far. This change has allowed park caretakers to devote more time to park maintenance projects.

F. DISCUSSION

1. Improvements to Public Terrace Area Near Marina Restroom: PRD Tungate described a possible project that would coincide with the replacement of the west side Main St. stairs that go down to the marina. It would conceptually include a public seating area, grill, shade arbor, trees and landscaping. It would be a public space that could be used by marina renters as well. ADA ramp would also be needed. Group of marina renters have indicated a willingness to raise funds for the project. A concept drawing will be prepared and presented when complete.

2. Loop and Treatment Plant Trail Update: PRD Tungate reported that a final push to finish up both the bridge and treatment plant trail is underway. City crews have put a great deal of effort into the 100 Fox St. site. Grand opening plans include the use of bubble machines around the Loop. The event will begin at Arrowhead Park in Neenah. Plans continue for the lighting and camera system to be installed behind the treatment plant.

G. ACTION ITEMS
1. **Approve Midwest Sunsplash event at Curtis Reed Square, July 27/28, 2018:** Motion by Ald. T. Grade, seconded by R. DeLain to approve the Midwest Sunsplash event on July 27/28 in Curtis Reed Square. Motion carried.

2. **Approve Community Fest event at Curtis Reed Square, July 3, 2018 and at Jefferson Park on July 4, 2018:** Motion by Ald. T. Grade, seconded by L. Hopwood to approve the Community Fest event on July 3 in Curtis Reed Square and at Jefferson Park on July 4. Motion carried.

3. **Approve Art Mural Design for the Hart Park Skatepark – Kameron Melik:** Motion by Ald. T. Grade, seconded by R. DeLain to approve the art mural design for the Hart Park Skatepark. The Board liked the artist’s idea to combine the elements of his first two drafts into one. Motion carried.

H. **PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA**
   Five (5) minute time limit for each person

I. **ADJOURNMENT**

   Moved by Ald. T. Grade, seconded by R. DeLain to adjourn at 7:20pm. Motion carried.
CITY OF MENASHA
PERSONNEL COMMITTEE
First Floor Conference Room
100 Main Street, Menasha
July 2, 2018
Minutes

A. CALL TO ORDER
Meeting called to order by Chairman Ted Grade at 7:15pm.

B. ROLL CALL/EXCUSED ABSENCES
Present: Aldermen Nichols, Taylor, Sevenich, Langdon, Krueger, Tom Grade, Ted Grade, Ropella, and Mayor Merkes
Also Present: PC Styka, ASD Jacobs, CA Captain

C. MINUTES TO APPROVE
1. Personnel Committee, 4/17/2018
   Moved by Ald. Krueger seconded by Ald. Tom Grade to approve minutes.
   Motion carried on voice vote.

D. ACTION ITEMS
1. Motion to Adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Menasha Professional Police Association Contract Negotiations).
   Moved by Ald. Sevenich seconded by Ald. Krueger to adjourn into Closed Session.
   Motion carried on roll call 9-0.

E. ADJOURNMENT
   Moved by Ald. Krueger seconded by Ald. Tom Grade to adjourn at 7:58pm
   Motion carried on voice vote.

Stephanie Cheslock, Deputy Clerk
July 6, 2018

Ald. Stan Sevenich
645th Ninth Street
Menasha, WI 54952

Alderman Sevenich,

Thank you for contacting me regarding the status of the Racine Street Bridge project. I have received answers to the two questions you have asked of my office. I have also cc’d this letter to the mayor’s office as well as members of the city council.

First, regarding the ability to change bridge options, the Wisconsin Department of Transportation (DOT) has stated that it alone is responsible for making the final decision on an improvement alternative for the Racine Street Bridge (see attachment), and that decision has been made.

After the Menasha City Council voted in November 2015 to approve Alternative J (a full lift bridge replacement on new alignment), DOT selected Alternative J as the preferred alternative in December 2015. DOT stated its decision to select this alternative is based on a number of factors including cost, the existing bridge condition, safety issues, navigation clearance, and local input.

Your second question related to changing state statutes regarding ongoing maintenance costs for the Racine St. Bridge. Under a state law change made in 1989, municipalities must assume responsibility for maintenance costs for bridges constructed, reconstructed, or purchased on or after August 9, 1989. That schedule allowed municipalities ample time to plan and adjust for future costs.

While it is possible the policy could be altered in a future budget, it is unlikely that it could be changed for one bridge and not for all that are in the program. Therefore, a thorough review that highlights the impact of incurred costs for all the bridges in the program throughout the state would be necessary. I would be happy to begin the work of compiling such a review if you would like.

I look forward to continuing to work with you on this issue, if you have further questions in the interim, please feel free to contact me.

Sincerely,

Roger Roth
State Senator
19th Senate District

Enclosure

CC: Mayor Don Merkes
    Menasha Common Council

STATE CAPITOL: P.O. BOX 7882 • MADISON, WI 53707-7882
(608) 266-0718 • (800) 579-8717 • SEN.ROTH@LEGIS.WI.GOV
DISTRICT OFFICE: 1033 W. COLLEGE AVENUE, SUITE 19 • APPLETON, WI 54914
Ald. Ted Grade,

Here is a copy of the email you requested from me at our past Council meeting. Even if this is a personal email I agree to pass it on because the Menasha Council has been addressing these issues at our meetings. As you may know I contacted Senator Roger as a citizen and a person the Senator knows. Also, you may recall I also talked to the Senator when I introduced you to him at the Loop the Lake cutting ceremony. Hope this and the new communications form the Senator help your decisions.

Stan Sevenich

Roger,

I have now contacted your offices three times and now am using email to contact you. When I talked to you Memorial Day you told me you would call me the following Wednesday to discuss the DOT plans for the Racine Street Bridge. Please call me for any update you may have had with the DOT. Have a Happy Father’s Day.

THANKS!

Stan Sevenich

920-725-2429

Sen.Roth <Sen.Roth@legis.wisconsin.gov>

To Stanley Sevenich Jun 15 at 12:26 PM

Hi Stan,

Thanks for checking in on this. Our office has been in contact with DOT to get more information about this and Sen. Roth will be speaking with DOT officials early next week and should be able to provide you with an update after that meeting. I will be sure to let him know to give you a call.

Thanks,

Jason Vick

Office of Senate President Roger Roth

608-266-0718

220-South, State Capitol
June 28, 2018

MAYOR DON MERKES
CITY OF MENASHA - MENASHA CITY CENTER
100 MAIN STREET
MENASHA, WI 54952-3190

Project ID 4992-03-00
Racine Street Bridge, City of Menasha
Fox River Bridge & Approaches
Winnebago County

Dear Mayor Merkes:
This letter is intended to help clarify the process for selecting a bridge improvement alternative on the Racine Street Bridge project.

The Wisconsin Department of Transportation (WisDOT) is responsible for making the final decision on an improvement alternative for the Racine Street Bridge. This decision is made using input from the city of Menasha, Winnebago County, various environmental agencies and the public.

As part of the public involvement process on the Racine Street Bridge project, WisDOT brought 10 alternatives to local officials and the public. Ultimately, the Menasha City Council voted in November 2015 to approve Alternative J, a full lift bridge replacement on new alignment. WisDOT subsequently selected Alternative J as the preferred alternative in December 2015. While there continues to be ongoing discussion at the local level, the official city preference remains Alternative J, and WisDOT is moving forward with Alternative J as the preferred alternative.

WisDOT’s decision to select Alternative J as the preferred alternative is based on many factors including:

- **Cost** - WisDOT completed a life cycle cost analysis (LCCA) to evaluate the cost of the replacement and rehabilitation alternatives over a 75-year period. Results of the LCCA show that the replacement alternative is 15% less expensive than the rehabilitation alternative when evaluated over the 75-year period. WisDOT must be wise stewards of the public funds that are used to finance our improvement projects, and the difference in life cycle costs between the alternatives is significant.

- **Existing bridge condition** - Based on the existing condition and most recent inspection, WisDOT Bureau of Structures directed in December 2017 that the Racine Street Bridge be posted for a 30-ton limit. The 30-ton posting could potentially be removed with some repairs to the end floor beams of each bascule leaf. However, if the department pursued a rehabilitation project, our bridge engineers would need to do future reviews since there are other components that may require a weight limit restriction when accounting for a moderate amount of future deterioration. While a rehabilitation has an anticipated life of roughly 30 years, there is greater uncertainty risk surrounding this timeframe since some original parts of the bridge will be approaching the full 100-year service life at that point. As we near the end of the 100-year life, the risk increases for an unanticipated failure of any original component of the lift bridge.
• Safety – During our public involvement process, city police noted that 5% of all crashes in the city take place in the vicinity of the bridge. A replacement alternative allows for safer travel across the bridge and allows for improvements at the adjacent intersections on each side of the river. Additionally, the existing bridge experiences high bicycle and pedestrian usage and has inadequate bicycle/pedestrian accommodations. The bridgetender house restricts visibility of pedestrians walking and crossing near the tender house on north end of bridge. A replacement alternative provides width to allow for safe travel of bicyclists and pedestrians.

• Navigation clearance – The existing bridge has limited navigation clearance that requires frequent openings for mariner traffic. A replacement alternative provides roughly 3’ additional navigation clearance. This will greatly reduce the number of bridge openings for mariner traffic and has the additional benefits of reducing long-term wear on the bascule span and improving traffic flow in the downtown business district.

I hope that this letter clarifies who is responsible for selecting an improvement alternative for the Racine Street Bridge project and the reasons why Alternative J was selected as the preferred alternative. If you have further questions, please contact me at 920-492-5684 or via email at will.dorsey@dot.wi.gov.

Sincerely,

Will Dorsey
Northeast Region Director
July 10, 2018

ALDERMAN TED GRADE
CITY OF MENASHA - MENASHA CITY CENTER
100 MAIN STREET
MENASHA, WI 54952-3190

Project ID 4992-03-00
Racine Street Bridge, City of Menasha
Fox River Bridge & Approaches
Winnebago County

Dear Alderman Grade:
Thanks for your inquiry about the Racine Street Bridge project and specifically the proposed roundabout at the Racine Street/Main Street intersection that is part of our preferred improvement alternative.

As mentioned in my June 28th letter to Mayor Merkes, the Wisconsin Department of Transportation (WisDOT) is responsible for making the final decision on an improvement alternative for the Racine Street Bridge. This decision is made using input from the city of Menasha, Winnebago County, various environmental agencies and the public.

As part of the public involvement process on the Racine Street Bridge project, WisDOT conducted significant outreach with local officials, local stakeholders, and the public in developing the improvement alternatives. Our initial outreach revealed significant local concern at the Racine Street intersections with Main Street and Ahnai/Keyes Street on both sides of the river and a strong desire for intersection improvements. Local comments also reflected a desire to have Racine Street serve as a gateway to downtown while preserving the historic character of the area. We summarized all comments on the attached ‘Project Issues Map’ that was brought to all public meetings and updated as additional comments were received.

WisDOT completed a report in 2015 that evaluated both a roundabout and traffic signals at the Racine Street and Main Street intersection. That report recommended to construct a roundabout based on the following reasons:

- Operations – A roundabout will function with less overall delay and shorter queuing of traffic compared to a signalized intersection.
- Safety – While the overall crashes are comparable between roundabout and signalized intersections, roundabouts have been shown to reduce the number of severe and fatal injury crashes at an intersection. This is likely linked to roundabouts moving traffic through an intersection at slower speeds, with fewer conflict points, and with easier decision-making compared to signalized intersections. Roundabouts have also proven to be safer for pedestrians when compared with traffic signals.
- Cost – Our report indicated the cost at this isolated intersection was comparable between the roundabout and signalized alternatives. However, if we also include a roundabout at the
Ahnaip/Keyes Street intersection south of the river, we are able to eliminate the existing center lane on the bridge that is needed for left-turning vehicles that cross the bridge in both directions. This reduces the overall cost of our preferred alternative by $2-5 million when compared against other replacement alternatives on new alignment that don’t include roundabouts on both sides of the river. It has the added benefit of reducing the long-term maintenance cost on the bridge since the mechanical and electrical components would be smaller due to the decreased width of the bridge.

While the majority of the 10 alternatives that WisDOT brought forward to local officials and the public included a similar scope for the bridge replacement, they were significantly different in how the adjacent intersections on each side of the river were treated. When the Menasha City Council voted in November 2015 to approve Alternative J, they did so knowing that this alternative included roundabouts on Racine Street at both the Main Street and Ahnaip/Keyes Street intersections. WisDOT subsequently selected Alternative J as the preferred alternative in December 2015 and is moving forward with our design of this alternative.

We recognize that the public still has questions about roundabouts and can be hesitant about accepting a change in the type of intersection control. I encourage you to visit our WisDOT roundabout website at https://wisconsindot.gov/Pages/safety/safety-eng/roundabouts/default.aspx to learn more about roundabouts.

While WisDOT will continue to work closely with local officials throughout the remaining design of the Racine Street Bridge project, the improvement scope has been established and it will include roundabouts at the Racine Street intersections with Main Street and Ahnaip/Keyes Street. We are confident that the overall project will be a significant improvement within the downtown area and something the local community can be very proud for many years into the future.

If you have further questions, please contact me at 920-492-5684 or via email at will.dorsey@dot.wi.gov.

Sincerely,

Will Dorsey
Northeast Region Director

Cc: Mayor Don Merkes
To: Members of the Common Council  

From: Chief Tim Styka  

Date: July 11, 2018  

RE: 2018 Fireworks Complaints

This memo is a follow up to my correspondence on this topic from July 27, 2017. I have attached a copy of that memo for your reference.

I am pleased to report that fireworks calls from June 1st through July 8th were at 40. This is almost a 50% reduction from 2017 when we had 77 complaints during this timeframe. Fireworks calls also went from the 5th most frequent type of call in 2017 to the 11th.

While considerable improvements have been made in this area, the underlying issues still exist. The majority of fireworks complaints stem from items which are legal to purchase, but only legal to set off under a specific set of circumstances. Generally only professional pyrotechnic companies would meet the criteria needed for approval in Menasha.

In last year’s memo a number of suggestions were presented on how we could reverse the trend of 2017. All of the areas listed were explored, in addition to a citizen survey. The citizen survey identified the scope of the issue as well as the level of tolerance for the use of fireworks.

Neenah/Menasha Fire Rescue created an informational brochure. Our officers then passed this brochure out on fireworks calls. The information was also distributed to both traditional and social media outlets. I believe the educational efforts were the primary reason for the reduction of issues. Our philosophy is that it is not possible or appropriate to arrest our way out of problems; instead we prefer to educate and inform. This approach tends to gain more long term compliance.

Throughout this process we have reaffirmed how divisive the fireworks issue is. Despite the inability to meet everyone’s expectations, we plan on continuing our efforts in subsequent years to increase safety and reduce citizen complaints.
To: Members of the Common Council

From: Chief Tim Styka

Date: July 27, 2017

RE: 2017 Fireworks Complaints and Citizen Concerns

Today Mayor Merkes, Ald. Taylor, Fire Chief Kloehn, Assistant Fire Chief Green and I met with a panel of citizens to discuss the fireworks issue from this past year. In the past few years we have seen a 100% increase in fireworks calls. The increase in fireworks complaints is not unique to Menasha. Other municipalities in the Fox Valley are showing similar types of increases.

From June 1st until July 8th the Police Department responded to 1842 calls for service. The 5th single largest group for calls for service was fireworks calls at 77.

There are a series of challenges which exist in trying to reduce these complaints. The fireworks which make up the majority of the complaints are legal to purchase, but only legal to set off under a specific set of circumstances. Generally only professional pyrotechnic companies would meet the criteria needed for approval in Menasha. This causes a great deal of confusion amongst citizens.

Even if Menasha would have a very heavily enforced ban on fireworks which are illegal to set off in the City, community members would still be subject to the noise from neighboring communities. The underlying issue really rests with State Law.

However, understanding our ability to change the State Law is limited, this does not mean that we are unable to try and address this issue. Police officers have the discretion to give a verbal warning all the way up through and including referring a person to court on a criminal charge. Our goal is always voluntary compliance. Making arrests or issuing tickets are only one means to an end and educating people on the dangers of their actions and impact their actions have on their neighbors is usually a better starting point. No different than with traffic violations. The majority of our traffic stops result in warnings being issued, not tickets.

When the decision to issue a summons is made we must meet a certain burden of proof to both make the arrest and secure a conviction. In the past this
generally included seizing the remaining fireworks as evidence of the violation. There are challenges that exist with transporting and storing these explosives. As a result, making arrests and gathering this evidence has only been done in extreme cases.

In an effort to try and reduce the issues in subsequent years it was decided we would explore the following:

- Provide more education to the residents by handing out flyers, holding meetings, educating children who can "police" their parents and creating/adding informational brochures of the dangers of illegal fireworks.
- Working with the City Attorney and Municipal Judge to determine the level of evidence required for a fireworks conviction.
- Contacting other groups which have an interest in the health and wellbeing of community members who may be impacted by these issues. Veteran's Groups and Winnebago County Re-Think were a few ideas discussed.
- Contact legislators asking them to change the law so people can't sell or buy explosives/projectiles and providing them information such as statistics of police calls, people being hurt, etc.
- Doing research to see if there have been other municipalities that have been successful in addressing these issues in an effort to see if their programs could be adapted for Menasha.

This will be an ongoing effort and we appreciate the community members who have expressed an interest in working on this problem. The group will be working on contacting legislative members over the next few months. Next year prior to the increase in fireworks complaints, the outreach and educational efforts will be increased as discussed above.
Thank you!

Stay safe!

Results from a recent survey, conducted throughout the Fox Valley, provide an overall insight into the general public perspective and understanding of the fireworks concerns within each municipality.

Survey results can be reviewed at the following web link to the PDF document:

Fireworks are Coming Soon.

Keep Your Fists Off.

Fireworks Are Dangerous. Keep Your Fists Off.

Other Day

Then any other day on July 4th, go missing. More Fists Off.

Fourth of July

Counter with Fireworks, Please Be Lives Here Combat Veteran.

It is illegal.

Or bursts up.

If it goes up.

\--damage--

Roughly $43 million in per year causing average of 18,500 fires annually.

With over 1,000 June 1st and July 18th day between injuries occur each Fireworks Related

An average of 250 Fireworks Related Incidents.

7 deaths occur from Each year on average,
Memorandum

TO: Common Council
FROM: Donald Merkes, Mayor
DATE: 12 July 2018
RE: Your Future LIVE

The City of Menasha is pleased to have the opportunity to sponsor one day of Your Future LIVE in 2019. As part of the cooperation agreement constructing and operating the Fox Cities Exposition Center, each community contributing room tax has the opportunity to host an event that benefits their businesses and/or residents once per year.

Our Menasha Joint School District students have in the past benefited from this event and would likely attend in 2019 as well.

The projected itinerary for the 2019 event is:

**DAY 1:** On **Wednesday, March 6, 2019**, nearly 3,000 8th grade students will visit over 70 booths and engage in conversations with over 120 professionals about their careers. Students have access to seven zones based on the 16 national career clusters with hands on activities. This day provides one-of-a-kind awareness to careers in the Fox Cities and provides local businesses access to the future generation of work force.

**DAY 2:** On **Thursday, March 7, 2019**, approximately 2,000 9th – 12th grade students will experience a conference format that focuses on students making connections with local employers. Students will be interested in:

- **Career Exploration** through job shadows / informational interviews and business hosted events,
- **Career Path** opportunities such as internships or youth apprenticeships or
- **Employment** – part time or direct entry full time.
June 22, 2018

Wisconsin Mayors, City Managers,
Village Presidents and Administrators

Good afternoon:

This letter is being sent on behalf of the Board of Directors of the League of Wisconsin Municipalities, asking for your city or village’s support for a campaign to keep the Dark Store and Walgreens tax shift in front of candidates for the Governorship and Legislature this year.

As you know, the Dark Store and Walgreens loopholes in Wisconsin tax law are slowly but surely shifting the share of property taxes paid by commercial properties onto home owners, renters, independent businesses and manufacturers. We estimate that communities affected by these shifts will see property tax bills for homeowners and others increase by an average of 8%; significantly more in some communities.

The League worked with a huge bipartisan majority within the Legislature to craft a fair solution to this tax scheme. Unfortunately, we were not able to convince legislative leaders to put the bills up for a vote. After reviewing the impact of this tax shift on the residents and independent businesses of Wisconsin, the League Board has directed us to implement an issue advocacy campaign to ensure that this problem is discussed and addressed by the Legislature. You are a key part of that effort.

Your city or village has already started to receive regular updates on this challenge and will also receive a toolkit of resources that you can use at the local level. Those tools will include an explanatory video that can be shown at municipal meetings and meetings of civic organizations. The League, in collaboration with the Wisconsin Counties Association, has drafted language that you can use to put this to an advisory vote in August or November. We will also provide you with background information that will be helpful when legislative and gubernatorial candidates ask about issues impacting your community.

We can’t do this without your help. The Board has authorized a withdrawal of $75,000 from League reserves for this effort. We are partnering with the Wisconsin Counties Association, Wisconsin Towns Association, League of Wisconsin Municipal Mutual Insurance and others. But we also need your support. We realize that resources are limited, but please consider contributing what seems reasonable, based on the impact that this tax shift will have on your community, and what it will cost to fight the steady stream of big box and Walgreens tax appeals that have begun throughout the state.

(continued)
Each city and village is different and we do not presume to know what is a reasonable amount for you to contribute. We are hoping that every community will consider $1,200 to be a minimum contribution to this important effort. Please make out checks to League of Wisconsin Municipalities-Dark Store Elimination.

Checks can be mailed to the League at 131 West Wilson Street, Suite 505, Madison, WI 53703.

Thank you for stepping up to protect Wisconsin taxpayers.

Sincerely,

[Signature]

Jerry Deschane
Executive Director

P.S. If you want someone from the League to come to your community to discuss this further, don’t hesitate to call me at 608-347-1792 or email jdeschane@lwm-info.org.
July, 2018

Dear Labor Day Parade Participant,

The Fox Valley Area Labor Council is preparing for its 2018 observance of Labor Day.

This will be our 36th Annual Celebration. One of the highlights of this event is the Parade through the Cities of Menasha and Neenah on Monday, September 3, 2018. Would you be interested in celebrating along with us by joining in the Parade festivities?

The Parade will begin at Curtis Reedy Square, in Downtown Menasha, at 10:00 am. Please have your entry in the Parking Lot of Germany Hall, 320 Chute Street, Menasha WI., by 9:30 am, to receive your line-up position (number) and instructions.

The Parade route will travel west down Main Street in Menasha. It will proceed to Tayco Street, in Menasha, and then turn south, crossing both Tayco Street and Washington Street Bridges. We will enter Neenah on Commercial Street and continue moving south. At Main Street, in Downtown Neenah, the Parade will turn right and head west to the intersection of Church Street and Main Street where the Parade will conclude.

Please join us in the Parade and help make our Labor Day event a success! Enclosed is a Parade entry form. Please fill it out and return by August 24, 2018 to:

Fox Valley Area Labor Council, P.O. Box 186 Menasha, WI 54952
Or return by email to sswes@earthlink.net

Sincerely,

Mark Westphal
President
City of Menasha
Dept. of Parks
Brian Tungate, Director
100 Main St
Menasha, WI 54952

Brian Tungate,

The Inpatient Rehabilitation Department at ThedaCare Regional Medical Center-Neenah recently celebrated its 36th annual rehab picnic at Jefferson Park. The turnout of former rehab patients and family members this year was phenomenal. The annual rehab event recognizes the accomplishments and hard work of our former and current patients and families that are served.

We thank you, your staff, and the park crew for their outstanding support. We recognize that everyone's assistance led to the success of this important event.

With sincere appreciation,

Sara Kloes, Rehabilitation Unit Manager

Dr. Thomas Van Sistine, Rehabilitation Unit Medical Director

Cc: Mayor Don Merkes
A. CALL TO ORDER
Meeting called to order by Mayor Merkes at 6:05pm.

B. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.

C. ROLL CALL
PRESENT: Ald. Steve Krueger, Tom Grade, Ted Grade, Randy Ropella, Rebecca Nichols, James Taylor, Stan Sevenich, Mark Langdon.
ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Kloehn, ASD Jacobs, DPW Radomski, Deputy Clerk Cheslock

D. PUBLIC HEARING
None

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
1. Dwight Kuhr—434 High Street, Neenah—Questions on the routing and signage of the trestle trail and what method municipalities are using to control special events on the trail system. Mayor responded explaining the process for special events. Menasha signage is ordered and will be up in a few weeks.

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, 6/18/2018
   b. Board of Public Works, 6/18/2018
   c. Landmarks Commission, 6/13/2018
   d. NMFR Joint Finance and Personnel Committee, 6/26/2018
   e. Police Commission, 6/21/2018
   f. Water & Light Commission 5/23/2018
   Communications:
   g. Community Fest Flyer
   h. Discover Historic Menasha Contest Winner Memorandum, 7/2/2018, CDD Sam Schroeder
   i. Piggly Wiggly Midwest, LLC Menasha Store #24 WARN Notice—Business Closing Date
   j. Opening of Contract Negotiations—Menasha Profession Police Association
   k. NMSC Appeal to Wisconsin Insurance Security Fund
   l. Mayor's Appointment to Joint Legislative Council
   m. Amanda Stuck Letter of Congratulations to Mayor Merkes on Appointment to Joint Legislative Council
   n. SCBA Grant Project Update Memorandum, 6/27/2018, NMFR Chief Kevin Kloehn
   o. Hiring New Firefighters Prior to Retirement Memorandum, 6/27/2018, NMFR Chief Kevin Kloehn
   p. Temporary Discontinuation of Automatic Aid Memorandum, 6/27/2018, NMFR Chief Kevin Kloehn

   Moved by Ald. Sevenich seconded by Ald. Krueger to receive Minutes and Communications a-p.

   Motion carried on voice vote.

G. CONSENT AGENDA
Minutes to approve:
1. Common Council, 6/18/2018
   Administration Committee, 6/18/2018, Recommends the Approval of:
2. Request to Apply for, Receive, and Spend a State Health Assessment Community Dialogue Mini-Grant  
   Board of Public Works, 6/18/2018, Recommends the Approval of:
   3. Street Use Application—Midwest Sunsplash; Friday, July 27, 2018; 4:00pm—12:00am (Youth Go)
   4. Street Use Application—Midwest Sunsplash; Saturday, July 28, 2018; 6:00am—12:00am (Youth Go)
   5. Payment—Vinton Construction Company; Contract Unit No. 2018-09; Main Street Reconstruction; $86,651.40 (Payment No. 4)

Ald. Sevenich requested to remove Consent Agenda 5

Moved by Ald. Sevenich seconded by Ald. Krueger to approve Consent Agenda Item 1-4

Motion carried on roll call 8-0

H. ITEMS REMOVED FROM THE CONSENT AGENDA
   1. Moved by Ald. Krueger seconded by Ald. Tom Grade to approve Consent Agenda item 5
      General discussion ensued on when the final payment will occur and some complaints from downtown business owners regarding concrete work.

Motion carried on roll call 8-0

I. ACTION ITEMS
      Moved by Ald. Nichols seconded by Ald. Ted Grade to approve accounts payable and payroll
      Ald. Sevenich asked ASD Jacobs if a certain invoice was on this AP roll. ASD Jacobs stated it will be on the next meeting.

Motion carried on roll call 8-0

   Moved by Ald. Nichols seconded by Ald. Krueger to approve beverage operator’s license applications for the 2017-2019 licensing period as listed in the memo dated 6/27/2018

Motion carried on roll call 8-0

3. Outdoor Alcohol Beverage Permit (July 1, 2018 to June 30, 2019) Applications for the 2018-2019 licensing year
   Moved by Ald. Nichols seconded by Ald. Krueger to approve liquor license applications for the 2018-2019 licensing year

Motion carried on roll call 8-0

4. Acre of Art request to temporarily install art piece at plaza fronting 1 Main Street
   Moved by Ald. Taylor seconded by Ald. Ted Grade to approve Acre of Art request to temporarily install art piece at plaza fronting 1 Main Street

General discussion ensued on placement of this particular piece of art, the potential of losing the piece if this is not acted on. Request for unanimous consent to hear from Sculpture Valley representative Alex Schultz Unanimous consent granted.

Mr. Schultz discussed Acre of Art program and how this piece of art was chosen, other locations the art could go if the Council does not want it in downtown, and the economic draw of saturating the art pieces in the downtown area.

General discussion ensued on the time frame of the installation, how the piece is installed, and the other art piece that will be installed in downtown Menasha at Community First. Council also
expressed gratitude to Acre of Art for their interest and effort to expand this exhibition to City of Menasha.

Motion carried on roll call 6-2; Aldermen Sevenich and Krueger voted no.

J. HELD OVER BUSINESS
1. Reserve “Class B” Liquor License for Lake Park Swim and Fitness, LLC d/b/a Lake Park Swim and Fitness, 730 Lake Park Road, Menasha, Megan Collins—Agent, for the licensing year 2018-2019. Moved by Ald. Krueger seconded by Ald. Langdon to approve Reserve “Class B” Liquor License for Lake Park Swim and Fitness, LLC d/b/a Lake Park Swim and Fitness, 730 Lake Park Road, Menasha, Megan Collins—Agent, for the licensing year 2018-2019.

Motion carried on roll call 8-0

K. ORDINANCES AND RESOLUTIONS
1. O-12-18 An Ordinance Amending Title 1, Chapter 2 of the Code of Ordinances (Issuance of Citations) (Introduced by Alderman Nichols; Recommended by Administration Committee) Moved by Ald. Krueger seconded by Ald. Langdon to approve O-12-18
Chief Styka explained the differences between the original and the substitute amendment to O-12-18.

Moved by Ald. Sevenich seconded by Ald. Krueger to amend the O-12-18 to include, instead of the complete Section10-1, only sections 10-1-20 through 10-1-38

Motion carried on roll call 8-0

2. O-12-18 Substitute Amendment to An Ordinance Amending Title 1, Chapter 2 of the Code of Ordinances (Issuance of Citations) (Introduced by Alderman Sevenich; Recommended by Administration Committee)
No action.

3. O-13-18 An Ordinance Amending Title 10, Chapter 1, Article C of the Code of Ordinances (Parking Regulations); Introduced by Alderman Krueger; Recommended by Board of Public Works
Moved by Ald. Steve seconded by Ald. Langdon to approve O-13-18

Motion carried on roll call 8-0

4. O-14-18 An Ordinance Amending Title 10, Chapter 1, Article C of the Code of Ordinances (Parking Regulations); Introduced by Alderman Krueger; Recommended by Board of Public Works
Moved by Ald. Krueger seconded by Ald. Langdon to approve O-14-18

Motion carried on roll call 8-0

5. R-18-18 A Resolution Approving a 2018 Capital Improvement Program (CIP) Budget Adjustment for the Purpose of Providing the Funding for the Addition of the Broad Street Engineering/Design Project (State Project) in 2018
Moved by Ald. Krueger seconded by Ald. Langdon to approve R-18-18

Motion carried on roll call 7—1; Ald. Taylor voted no

L. APPOINTMENTS
1. Reappointment of Christine Kaup to the Housing Authority for the term of 7-21-2018—7-21-2023
2. Reappointment of Michael Keehan to the Housing Authority for the term of 7-21-2018—7-21-2023
Moved by Ald. Stan seconded by Ald. Tom Grade to approve reappointment of Christine Kaup and Michael Keehan to the Housing Authority
General discussion ensued on length of term.

Motion carried on voice vote.

M. CLAIMS AGAINST THE CITY
None

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

O. ADJOURNMENT
Moved by Ald. Langdon seconded by Ald. Krueger to adjourn at 6:49pm.
Motion carried on voice vote.

Stephanie Cheslock, Deputy Clerk
CITY OF APPLETON/CITY OF MENASHA/VILLAGE OF FOX CROSSING
Valley Road – west of Chain Drive to east of Forestview Court

INTERGOVERNMENTAL AGREEMENT
FOR A CONCRETE RECONSTRUCTION/URBANIZATION PROJECT

PROJECT TITLE: Valley Road
DATE: June 20, 2018

PROPOSED IMPROVEMENT

The City of Appleton, hereinafter called “Appleton”, the City of Menasha, herein called “Menasha” and the Village of Fox Crossing, herein called “Fox Crossing” through their undersigned duly authorized officers or officials, hereby enter into an agreement to reconstruct Valley Road from west of Chain Drive to east of Forestview Court as follows:

1. Concrete pavement 48 feet wide from back of curb to back of curb, with one through lane in each direction and a two way left turn lane.
2. 5-foot sidewalk on both sides of the street.
3. 5.5- foot bike lanes on both sides of the street with 2-foot buffers.
4. Underground utility work to be completed in 2020.
5. Pavement reconstruction to be completed in 2021.

COST ESTIMATE AND PARTICIPATION

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<tr>
<td>Sidewalk</td>
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<tr>
<td>Storm Sewer / Inlets</td>
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<td>TOTAL PROJECT COST:</td>
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TERMS AND CONDITIONS:

1. The City of Appleton will be the lead agency for the street reconstruction project and associated inlet and inlet lead work. Any other utility work is the responsibility of the applicable community.

2. All plans and specifications for the improvements will be provided for Menasha’s and Fox Crossing’s review and approval.

3. Cost share is based on frontage within each municipal boundary (City of Appleton 1722’, City of Menasha 1260’ and Village of Fox Crossing 2028’)

4. The project cost in the agreement is an estimate. Menasha and Fox Crossing shall pay Appleton upon completion of the project based on actual costs.
City of Appleton

Provision has been made to pay the liability that will accrue under this contract.

Anthony D. Saucerman, Finance Director

City of Menasha

Village of Fox Crossing
as otherwise required by this section. Conclusive evidence of this change to assessment-due status shall be deemed to exist upon the issuance of any building permit on any lot or parcel with a contiguous property parcel held by a single legal entity.

b. **Agricultural.** Property used in agriculture for crops or pasture and over five (5) acres in size shall be assessed, but the assessment deferred, upon approval of request for deferment by the Common Council.

c. **Topographically Unbuildable Parcels.** If an entire, defined, platted lot is deemed by the Common Council to be unbuildable, any assessment may be deferred by the Common Council. However, upon change from topographically unbuildable parcel to developable status in the future, for any reason, the assessment shall then become due and payable as otherwise required by this section. Conclusive evidence of this change to assessment-due status shall be deemed to exist upon the issuance of any building permit for any lot or parcel within a contiguous property parcel held by a single legal entity.

d. Under paragraph a. above, the wetlands deferred assessment may remain in force in perpetuity, unless there be the change from wetlands to developable status in the future. Under paragraph c. above, the topographically unbuildable parcel deferred assessment may remain in force in perpetuity, unless there be a change from topographically unbuildable parcel to developable status in the future.

SEC. 3-2-15  STREET ASSESSMENTS.

(a) **It is the policy of the City of Menasha that all property owners shall pay for a road and that all subsequent repair and maintenance shall be borne from the general funds and shall not be assessed against the property of the owner.** However, nothing shall prevent the abutting property owners to petition the Council for a higher classification of a road than now exists or the Council from on its own motion ordering such classification. In that event, the provisions of Chapter 66.60, Wis. Stats., of the assessment powers or the police powers permitted by law shall prevail.

(b) Temporary asphalt mats are determined to be one step in the construction of a permanent finished urbanized road section and may be assessable. When the Director of Public Works determines that a permanent finished, urbanized road section is needed to replace the temporary asphalt mat, the assessment policies of this chapter will apply irrespective of 3-2-15.

SEC. 3-2-16  ASSESSMENT DETERMINATIONS.

(a) **SCHEDULE.** Special assessments shall be levied against all property fronting or abutting on a proposed improvement at a rate to be determined per project by the Board of Public Works on the basis of a unit cost per foot fronting or abutting in the proposed improvement. Such rates of assessment shall be approved by motion and resolution passed by the Common Council. Should the bids come in lower than the established assessment ratios, credit may be granted.

(b) **INTERIOR LOTS.** On interior lot road construction and improvements including the
laying of a base course, paving and curb and gutter, said footage shall be determined as shown on the plat or other recorded instrument. This shall also apply to sanitary sewers and water mains.

(c) **CORNER LOTS.** (All Assessments)
   
   (1) If the long side of a corner lot is developed first and any special assessments are levied, then the entire footage shall be assessed. Later when the short side is improved, there shall be no assessment.
   
   (2) If the short side of a corner lot is developed first and in which normal assessment procedures shall apply, then the property owner shall be assessed in full for the short side and later when the long side is developed said property owner will be given credit for the footage on the short side.

(d) **MULTIPLE FRONTAGE LOTS.**
   
   (1) If a lot has been developed so that it fronts two parallel streets or two streets travelling in the same general direction, any special assessment to be levied will not exceed the amount subject to assessment if the longest frontage is developed first. Any assessment levied and paid for any shorter side will be credited against the assessment which would normally be levied for the longer side.
   
   (2) In the event the lot is also a corner lot, Section 3-2-16(c) will also apply.

(e) **LIMITED ACCESS LOTS.** If the City improves a street such that there is no benefit to adjoining property owners, no assessment will be levied.

(f) **STREETS.** All street assessments shall be based upon excavation, graveling, grading, curb and gutter, and finished asphalt. Should the Common Council determine that due to the nature of the affected properties that it is more appropriate to construct streets with concrete, then assessments will be based upon excavation, graveling, grading, curb and gutter and finished concrete.

(g) **STORM SEWERS.** All storm sewer construction shall be based upon an eighteen (18) inch main in newly developed areas and:
   
   (1) Shall be assessed one hundred percent (100%) based upon frontage.
   
   (2) All storm sewer mains to newly developed areas shall be assessed one hundred percent (100%).

(h) **SANITARY SEWER MAINS.** All sanitary sewer mains shall be based upon an eight (8) inch diameter main in newly developed areas and:
   
   (1) Shall be assessed one hundred percent (100%) based upon frontage.
   
   (2) All sanitary sewer mains to newly developed areas shall be assessed one hundred percent (100%).

(i) **WATER MAINS.** All water mains shall be based upon an eight (8) inch diameter main in newly developed areas and:
   
   (1) Shall be assessed one hundred percent (100%) based upon frontage.
   
   (2) All water mains to newly developed areas shall be assessed one hundred percent (100%).

(j) **SERVICE AND LATERALS.** Property owners will be assessed one hundred percent (100%) for the service laterals from the main to the terminal point on their lots.

(k) **STREET LIGHTING.** All street lighting in newly developed areas shall be assessed one hundred percent (100%). Any decorative street lighting must be approved by the Common Council. Decorative street lighting shall be assessed such that the annual increased charge above normal street lighting is assessed against benefited property owners.

(l) **UNPLATTED LANDS.** Where the lands are unplatted and where the property is not to be served in its entirety by sewer and/or water, then only that portion actually served shall be
assessed.

(m) **NEWLY ANNEXED AND UNDEVELOPED AREAS.** Subdividers and other individuals and corporations bringing into the City of Menasha newly annexed areas with inadequate public improvements, as determined by the Director of Public Works, shall pay one hundred percent (100%) assessments for all streets. The same shall hold true for the undeveloped areas within the City. It shall make no difference whether such road work shall be considered repair or rebuilding. Such assessments shall include excavation, grading, surfacing, and curb and gutter.

(n) **DEPRECIATION FACTOR.** For property in newly annexed areas where sewer and water have been previously laid, the owners of the newly annexed lots or parcels not previously served by such water or sewer mains shall pay in proportion to the depreciated value of the sewer or water main. The depreciated value shall be determined by the sewer or water assessments at the time water and sewer mains were laid, less an annual depreciation of 1.25%. The 1.25% shall not be prorated on a monthly basis, but shall commence with January 1 of each and every year. Such assessment shall not be used to reimburse any property owners who have been previously assessed.

SEC. 3-2-17 **UNPAID UTILITIES BILLS**

(a) At least once each year the General Manager or his designee of the Utilities shall certify to the City Treasurer those utility bills, water, sewer, electric, and storm water deemed by him as uncollectible with administrative reasons therefore. An unpaid bill in the hands of a collection agency for more than 120 days without being collected is deemed uncollectible.

(b) Prior to the General Manager’s certifying to the City Treasurer real estate against which utility bills are outstanding, he shall serve such notice on the owners of the real estate as many times as he deems necessary. However, the notice shall contain information to the fact that a penalty assessment will be made in the amount of 10% unless such utility charges are paid by November 1st of each year. The deadline for payment of such bills plus penalty shall be November 15th of each and every year.

(c) Each and every notice shall contain a provision that the user may appeal the amount owed. In no event will a hearing be granted after November 1st of each and every year.

(1) In the event of a dispute involving electric or water bills, the appeal shall be to the Electric & Water Utility Commission who shall conduct a hearing.

(2) In the event of a dispute involving sanitary sewer or storm water bills, the appeal shall be to the Board of Public Works who shall conduct a hearing.

(3) The results of any hearing shall be communicated to the owner of the real estate pursuant to the notice provisions of sec. 3-2-17(a) and (d).

(d) Pursuant to Statutes, such notice shall be served by delivery to either the owner or occupant, either personally or by letter addressed to such owner/occupant at the post address of such lot or parcel of real estate. On November 16th of each and every year, the General Manager of the Utility or his designee shall certify and file with the Clerk, pursuant to statute, a list of all lots or parcels of real estate, and state the amount of such arrears, together with any added penalties that may apply.

(e) Each such delinquent amount, including such penalty, shall thereupon become a lien upon the lot or parcel of real estate to which utility service has been furnished. All proceedings in relation to the collection of general property taxes and to the return of sale of property for delinquent taxes shall apply to said tax if the same is not paid within the time required by law for payment of taxes upon real estate
RESOLUTION R-12-93

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENTS AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY.

WHEREAS, the Common Council of the City of Menasha, Wisconsin, held a Public Hearing at the Council Chambers in the City Hall at 7:15 P.M. on the 7th day of April 1993, for the purpose of hearing all interested persons concerning the Concrete Curb & Gutter and 4-inch Bituminous Concrete with Appurtenances in the following streets or portion of streets:

A. GARNET COURT from Valley Rd. South to Cul-de-sac
B. EMERALD COURT from Valley Rd. South to Cul-de-sac
C. PEARL STREET from Emerald Ct. to Alcan Dr.
D. ALCAN DRIVE from Valley Rd. to Chain Dr.

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

1. That the report of the Board of Public Works pertaining to the construction of the above described public improvements, including plans and specifications, therefore, is hereby adopted and approved.

2. That the Board of Public Works is directed to carry out the work for such improvement in accordance with the report of the Board of Public Works.

3. That payment for said improvements be made by assessing the cost to the property benefited as indicated in said report.

4. The schedule of proposed assessments made under the police power, and the amount assessed against each parcel are true and correct and are hereby confirmed.

5. That the assessment for all projects included on said report is a single assessment.

6. That the assessment may be paid in cash or in five (5) annual installments to the City Treasurer, deferred payments to bear interest at the rate set by the Common Council on the unpaid balance.

7. The City Clerk is directed to publish this resolution in the Official Newspaper of the City.

8. The Clerk is further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll and whose post office address is known or can, with diligence, be ascertained.

Passed and approved this 7th day of April 1993.

[Signature]
Joseph F. Laux, Mayor

[Signature]
Raymond C. Zielinski, City Clerk
MEMORANDUM

TO: Public Works
FROM: Melanie Krause, General Manager  
       Adam Smith, Water Utility Manager
DATE: June 27, 2018

SUBJECT: Change Order Approval

At the Regular Meeting on June 27, the Menasha Utilities Commission passed a motion for the Board of Public Works to recommend to the Common Council authorization of Change Order #2 for Advance Construction, Inc. in the amount of $2,172.21. Change order is requested to install a hydrant and gravel backfill for future use when Lake Road East and West is extended with new water main.

Copies of supporting documents are attached.
June 8, 2018

Advance Construction, Inc.
2141 Woodale Avenue
Green Bay, WI 54313

Re: Menasha Utilities
2017 Water Main Reconstruction
Contract B | Lake Road East/West
Change Order #2
McM. No. M0002-9-16-00971-B

Enclosed herewith is Change Order #2 for the above referenced project. This change is an increase to the Contract in the amount of $2,172.21. The current Contract price is $43,122.21.

Please review and sign in the space provided. Return all copies to our office. We will obtain the Owner’s signature and distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

[Signature]
Andy W. Schmidt, P.E.
Project Engineer

AWS:jh

Endorse: Change Order #2
ADVANCE CONSTRUCTION, INC.
2141 Woodale Avenue
Green Bay, WI 54313

Contract No. M0002-9-16-00971-B
Project File No. M0002-9-16-00971.06
Change Order No. Two (2)
Issue Date: June 8, 2018
Project: Menasha Utilities | Contract B
2017 Water Main Reconstruction

You Are Directed To Make The Changes Noted Below In The Subject Contract:

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<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>2.1 Hydrant</td>
<td>ADD</td>
<td>$1,650.00</td>
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<tr>
<td>1 each @ $1,650.00/each</td>
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<tr>
<td>2.2 Gravel Backfill for Roadway Trench</td>
<td>ADD</td>
<td>$522.21</td>
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<td>46.01 tons @ $11.35/ton</td>
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TOTAL + $2,172.21

The Changes Result In The Following Adjustments:

Prior To This Change Order
Adjustments Per This Change Order
Current Contract Status

<table>
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<tr>
<th>CONTRACT PRICE</th>
<th>TIME</th>
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</thead>
</table>
| $40,950.00      | + 345 days
| + $2,172.21     | Working Days
| $43,122.21      | + 345 days

Recommended:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

Accepted:
ADVANCE CONSTRUCTION, INC.
Green Bay, Wisconsin

Authorized:
MENASHA UTILITIES
Winnebago County, Wisconsin

By: [Signature]
Date: 06/08/18

☐ OWNER Copy
☐ CONTRACTOR Copy
☐ ENGINEER Copy (Contract Copy)
☐ FILE COPY

Four (4) Copies Should Accompany This Change Order.
Execute And Return To ENGINEER For Distribution.
City of Menasha Disbursements

Weekly Accounts Payable

7/3/18-7/12/18
Checks # 61737-61876

$ 375,440.78

Bi-Weekly Payroll

7/5/18

$ 212,915.22

Additional Regular Cycle Accounts Payables -Paid Electronically

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<td>Transfer to HRA Checking Account</td>
<td>6/28/18</td>
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Total: $ 282,315.28

$ 870,671.28

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

Jennifer Sassman
Finance Manager

Date: 7/12/18

Notes:
- Medical Expense Reimbursement Trust-Retirement Pay Out
- United Way-Employee Donations
- Wisconsin Support Collections-Child/Spousal Support
- WI SCTF-Child Support Annual Fee
- Gaps in check numbers indicate that more invoices being paid than fit on one check stub
  (The last check stub used is the check number that will appear on the check register)
## AP Check Register
### Check Date: 7/3/2018

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**Total for check: 61753** 106.23

**Total for check: 61754** 91.52

**Total for check: 61755** 1,587.00

Page 3
## AP Check Register
### Check Date: 7/3/2018

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### AP Check Register

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Page 6
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720.44

Total for check: 61872

750.00

Total for check: 61873

28.00

Total for check: 61874

450.00

Total for check: 61875

500.00

Total for check: 61876

503.06

162,886.97
To: Menasha Common Council
From: Jenny Groeschel Police Records
RE: Beverage Operator License (Bartender) Applicants
Date: July 11, 2018

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 2017-2019 licensing period:

Dakota Bartlein
Ryan Erdmann
Clairissa Greely
Michael Hansen
Lisa Schabel
Kristina Stadler
Maria Thomson

cc: chief via email
Memorandum

Date: July 11, 2018

To: Common Council and Mayor Merkes

From: Joshua Radomski – Public Works Director

RE: Broad Street – Tayco Street to Racine Street Revised State Municipal Agreement

Background
The City of Menasha Common Council approved a State Municipal Agreement (SMA) to provide construction and engineering funding for the reconstruction of Broad Street between Tayco Street and Racine Street on August 4, 2014. The original SMA provided funding for 78% of the construction cost up to a maximum federal funding participation of $604,190 and 78% of the construction inspection cost up to a maximum federal funding participation of $79,862. The maximum federal funding for this project, both design and construction was $759,500 under WisDOT’s Urbanized Area STP Urban program.

As a result of the City of Kaukana declining $880,000 worth of federal funding, the East Central Wisconsin Regional Planning Commission decided to reallocate those funds to other federally funded projects. One of the three projects chosen for this additional funding was the Broad Street – Tayco to Racine state project.

Fiscal Analysis
The revised SMA provides funding for up to 80% of the construction cost up to a maximum federal funding participation of $727,061 and 80% of the construction inspection cost up to a maximum federal funding participation of $84,502. This represents an increase of $127,511 of federal funding for the Broad Street project.

Recommendation
Staff recommends that the Common Council approve the revised SMA for the Broad Street project.
1st REVISION  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE-LET URBANIZED AREA STP-URBAN PROJECT  

This agreement supersedes the agreement signed by the Municipality on September 4, 2014 and signed by DOT on September 9, 2014.

Program Name: STP-Urban  
Population Group: 200,000+  
Sub-program #: 206  

Revised Date: July 5, 2018  
Date: July 22, 2014  
I.D.: 4992-00-55/58  
Road Name: Broad Street  
Limits: Tayco Street to Racine Street  
County: Winnebago  
Roadway Length: 0.3 miles  
Functional Classification: Collector  
Project Sponsor: City of Menasha  
Urbanized Area: Appleton UZA

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

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The year of last improvement 1976. Extremely deteriorated with alligator and block cracking, rutting, delamination of overlaid asphalt in gutter section, and some base failure. There are existing sidewalks within the project limits. There is an at grade railroad crossing within 1000 feet of the project limits. This section of Broad Street is a bike and pedestrian route serving the Trestle Trail which is an integral part of the Region-wide Friendship Trail system.

Proposed Improvement - Nature of work: The proposed improvement is an urban reconstruction. The block between Tayco Street and Milwaukee Street is proposed as 6" asphalt pavement (950') and the block between Milwaukee Street and Racine Street is proposed as 8" concrete pavement (795'). A portion of this project is on a mapped bike route and will include "sharrow" pavement markings. Approximately 50' of new storm sewer laterals are required.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: N/A

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of $887,010 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the $887,010 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality
will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

<table>
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<th>PHASE</th>
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<th>Federal Funds</th>
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*The percentage of project costs covered by federal funding at approval, 60% for design and 80% for construction, is based on TIP Committee Action.

Due to the federal funding cap, which is $887,010 for all federally-funded project phases, this percentage may change over the life of the project.

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

Signed for and in behalf of: City of Menasha (please sign in blue ink.)
Title
Name

Signed for and in behalf of the State:
Name
Title
Date

Page 2 of 7
ID 4992-00-55/58
NE Region
GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
   
a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.


e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

f. All DBE requirements that the State specifies.

g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.

h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

c. Storm sewer mains necessary for the surface water drainage.

d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

f. Signing and pavement marking.

g. New installations or alteration of street lighting and traffic signals or devices.

h. Landscaping.

i. Preliminary Engineering and design.


5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.

   a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

   c. Detour routes and haul roads. The municipality is responsible for determining the detour route.

   d. Conditioning, if required and maintenance of detour routes.

   e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

   f. All work related to underground storage tanks and contaminated soils.

   g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

   h. Other 100% Municipally funded items: N/A

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color,
handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

13. In accordance with the State’s sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

e. Provide complete plans, specifications, and estimates.

f. Provide relocation orders and real estate plats.

g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy, which has equal or more restrictive controls.

h. Provide maintenance and energy for lighting.

i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is
responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such “Manual of Uniform Traffic Control Devices” as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality’s surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker’s Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality’s operations.

19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.

21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

a. ID 4992-00-55: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 40%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 60% with federal funding and 40% by the Municipality.

b. ID 4992-00-58: Construction:

i. Costs for roadway reconstruction: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c).

ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c).

c. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of $887,010. This federal funding cap applies to all federally funded project phases.

[End of Document]
CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE: September 10, 2014

SUBJECT: Project Agreement:
Project ID: 4992-00-55/58
Title: C MENASHA, BROAD ST
Limits: TAYCO STREET TO RACINE STREET
County: WINNEBAGO

The Attached Agreement Is Recommended For Approval:

PROGRAM: 206 -LOCAL TRANSPORTATION FACILITY IMPROVEMENT ASSISTANCE

CONCEPTS COVERED by this AGREEMENT: Construction/Design

ESTIMATED COST: $1,005,977

PARTICIPATION: 60% Federal funded for design and 78% Federal funded construction

NON-PARTICIPATION: Municipality is responsible for 40% for design, 22% for construction, non-par items and any cost in excess of $759,500 cap

EXECUTED BY: City of Menasha DATE: 09/04/2014

LET DATE: 01/08/19

NOTES:

REGION REVIEWER: Sandra Carpenter, P.E., Local Program Manager
Date: 07/22/14

REGION APPROVED: Brian Brock, NE Region Planning Manager
Date: 09/09/14

REGION: NE
# STATE/MUNICIPAL AGREEMENT

**Date:** July 22, 2014  
**I.D.:** 4992-00-54/55  
**Road Name:** Broad Street  
**Limits:** Tayco Street to Racine Street  
**County:** Winnebago  
**Roadway Length:** 0.3 miles  
**Functional Classification:** Collector  
**Project Sponsor:** City of Menasha  
**Urbanized Area:** Appleton UZA

---

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

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

---

### NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

**Existing Facility - Describe and give reason for request:** The year of last improvement 1976. Extremely deteriorated with alligator and block cracking, rutting, delamination of overlaid asphalt in gutter section, and some base failure. There are existing sidewalks within the project limits. There is an at grade railroad crossing within 1000 feet of the project limits. This section of Broad Street is a bike and pedestrian route serving the Trestle Trail which is an integral part of the Region-wide Friendship Trail system.

**Proposed Improvement - Nature of work:** The proposed improvement is an urban reconstruction. The block between Tayco Street and Milwaukee Street is proposed as 6" asphalt pavement (950') and the block between Milwaukee Street and Racine Street is proposed as 8" concrete pavement (785'). A portion of this project is on a mapped bike route and will include "sharrow" pavement markings. Approximately 50' of new storm sewer laterals are required.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: N/A

---

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 60%/(des) / 78%/(const) federal funding up to a maximum of $759,500 for all federally-funded project phases when the municipality agrees to provide the remaining 40%/(des) / 22%/(const) and all funds in excess of the $759,500 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.
GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

   a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

   b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

   c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.


   e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.

   f. All DBE requirements that the State specifies.

   g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.

   h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

   a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

   b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

   c. Storm sewer mains necessary for the surface water drainage.

   d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

13. In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban Improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

   a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes (including snow and ice removal)) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

   b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

   c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

   d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

   e. Provide complete plans, specifications, and estimates.

   f. Provide relocation orders and real estate plats.

   g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy, which has equal or more restrictive controls.

   h. Provide maintenance and energy for lighting.

   i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

   a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

   b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is
PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

   a. ID 4992-00-54: Design is funded with 60% federal funding, when the municipality agrees to provide the remaining 40%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 60% with federal funding and 40% by the Municipality.

   b. ID 4992-00-55: Construction:

      i. Costs for roadway reconstruction: are funded with 78% federal funding when the municipality agrees to provide the remaining 22%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c).

      ii. Costs for this phase include an estimated amount for state review activities, to be funded 78% with federal funding and 22% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item c).

   c. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of $758,500. This federal funding cap applies to all federally funded project phases.

[End of Document]
## CUMULATIVE TOTAL PROJECT

### City of Menasha

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### Notes

- **CITY OF MENASHA**
  - Broad Street Reconstruction (Tayco Street - Racine Street)
  - (updated for 7/16/2018 Board of Public Works meeting)

Maximum
MEMORANDUM

To: City of Menasha Common Council

From: John Jacobs, Administrative Services Director

Date: July 11, 2018

RE: 3-Year Contract for Assessment and Tax Listing Services for the City of Menasha by Associated Appraisal Consultants, Inc. (8/01/2018 – 7/31/2021)

BACKGROUND UPDATE

Associated Appraisal Consultants, Inc. (Associated) has been providing contracted assessment services to the City of Menasha since 2007. During this time, Associated has provided annual services to the City in updating property record cards, holding open book conferences, attending Board of Review meetings, completing the assessment roll and submission of reports to the State, and assisting various City departments in property record inquiries.

In addition, the City’s contract requires Associated to physically inspect at least 25% of total non-manufacturing parcel counts, so that all improved property within the City will be inspected on a four-year cycle.

Finally, Associated personnel maintain regular office hours at the Menasha City Center from 8:00 AM to 12:00 PM on Tuesdays, and from 12:00 PM to 4:00 PM on Thursdays, in order for City staff and City property owners to be able to ask questions of the contracted assessor on any property matter.

The present 34-month contract expires on 7/31/2018. Therefore, City staff is recommending on renewing the contract with Associated Appraisal Consultants, Inc. for a 3-year term, which would run from 8/01/2018 – 7/31/2021.

In addition to the 3-year contract renewal, an “Addendum A” agreement has also been attached here, in case the City would request Associated to upgrade their assessment calculations to the 2018 Wisconsin Department of Revenue’s new cost manual model for residential and agricultural properties. Our Market Drive assessment software presently uses the 2001 cost model that the State had previously requested for all
municipalities to utilize. However, the State had recently released a new 2018 version for assessors to utilize, but the assessment software companies will not begin rolling out the 2018 cost model version until calendar year 2019.

Therefore, Associated has proposed this “Addendum A” to allow the City to decide which year would be the effective year of switching to the new 2018 State’s cost model. In the year of the switchover, all residential and agricultural parcels would need to be recalibrated to the new cost model. This means that a more current replacement cost value component would be factored into the assessed valuation of all residential and agricultural properties in that single year. So, in the year that this CAMA model update is implemented City-wide, the 25% inspection cycle of parcels in the City would be suspended for that single year. More office work would be needed in that year, in place of a reduction in fieldwork, to complete the recalibration process.

The State does not have a required date for municipalities to make the switch to the updated 2018 cost value model. So, in this proposal, Associated is merely mentioning a recommendation to implement the newer model version in either 2021 (within this 3-year contract period) or in 2022 (which would fall beyond this 3-year contract period). The City can choose the year in which the newer CAMA model is implemented City-wide. There would be no additional cost to the City in the year of the cost model update to ALL residential and agricultural properties.

**FISCAL IMPACT**
The contract renewal payment schedule would provide for an annual payment of $60,000 (or $5,000 per month) for these assessment services. There is no cost increase during the length of the contract term, through 7/31/2021. Plus, there is no cost increase to the City from the previous contract term (10/01/2015 – 7/31/2018).

The reason for the contract year of August 1st – July 31st is because a number of tasks for the new assessment date of January 1st in the next year are begun after August 1st in the previous year. Plus, Associated assists with parcel splits and renumbering up to the point of the December tax roll preparation, after the adoption of the annual budget in November.

**STAFF RECOMMENDATION**
Based on City staff's review of the attached documents, we are seeking the contract renewal for assessment and tax listing services for the City of Menasha by Associated Appraisal Consultants, Inc. for the 3-year term of 8/01/2018 – 7/31/2021. Please let me know if you have any questions or would like additional information in advance of Monday’s meeting. Otherwise, I look forward to discussing this item with you at the meeting.
CONTRACT FOR ASSESSMENT SERVICES

(August 1, 2018 – July 31, 2021)

This AGREEMENT is entered into between the City of Menasha, a Wisconsin Municipal Corporation, with its principal office at 100 Main Street, Menasha, Wisconsin (hereafter “City”) and Associated Appraisal Consultants, Inc., a Wisconsin Corporation, with its principal office at 1314 W. College Ave., Appleton, Wisconsin 54914 (hereafter “Assessor”).

WHEREAS, Pursuant to Section 2-3-2(b) of the City of Menasha Code of Ordinances, the City Assessor is appointed by the Common Council to serve for a 3-year term; and

WHEREAS, On ______________ the City of Menasha Common Council, appointed Associated Appraisal Consultants, Inc., a Wisconsin Corporation, to perform assessment services within the City of Menasha for a 3-year term beginning August 1, 2018 through July 31, 2021; and

WHEREAS, The City Assessor in Menasha, Wisconsin, is governed by certain laws including City of Menasha Code and Wisconsin Statutes.

SCOPE OF SERVICES

A. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the Wisconsin Property Assessment Manual and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue.

B. The terms and conditions including the Scope of Services in the City’s Request for Proposal for Property Assessment Maintenance and Tax Listing Services issued August 27, 2015, are incorporated herein and made a part of this Agreement.

C. Inspections. Inclusive of properties listed below, the Assessor shall physically inspect at least 25% of the total non-manufacturing parcel count as shown on the prior year’s Statement of Assessment and update assessments records, such that all improved property will be inspected on a four-year cycle. The following inspection cycle is to be completed by Assessor annually as of January 1, namely:

1. New construction, annexed properties, and exempt status changes shall be physically inspected. Assessor will take digital photographs of new construction on or about January 1st annually, and also during the review process, if needed.

2. Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes, detached buildings and decks, air conditioning and miscellaneous permits shall be physically inspected.

3. Improved properties under construction over a period of years shall be re-inspected.

4. All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure a fair assessment.

5. Requests for review by property owners shall be physically inspected during the current assessment cycle.

6. Assessor shall attempt to maintain an interior inspection rate of ninety-five percent (95%) for all non-exempt, improved properties inspected annually. The specified inspection rate assumes reasonable property owners cooperation and shall therefore be inclusive of “Certified No Response” (doomage) properties.

7. Mobile home statement of monthly parking fee calculations shall be completed.
8. A classification review shall be conducted annually to determine eligibility for agricultural
use value assessment and the assessment of agricultural forest land and undeveloped land.

D. Parcel Identification. Assessor shall gather and note on the property record card for each parcel
information including, but not limited to: size, area, footage, width, depth, topography,
productivity, site improvements, utilities, access, zoning and location. Such information shall be
entered into the City’s Market Drive CAMA software system.

E. Approaches to Value.
1. Assessor shall consider the cost, market, and income approaches in the valuation of all vacant
and improved parcels of property. In valuing income producing properties, the assessor shall
collect information from owners, tenants, realtors, financial institutions, and any other
necessary sources, for use in the valuation process. Data to be analyzed shall include actual
and economic rents for each type of property, typical vacancy rates, and typical operation
expense ratios. All data shall be properly documented and adequate records shall include a
reconstruction of income and expenses and estimate capitalization rates shall be accurately
documented by information obtained from the market. Any documentation used in
establishing any of the foregoing shall become the property of the City.

2. Assessor shall collect and analyze all available sales data for the City of Menasha in order to
become familiar with prevailing market conditions, market activity, and specific transactions
which may be utilized in determining the market value of properties throughout the City of
Menasha. Data gathered shall either be noted on the property record cards, or contained
within supplements to the records (e.g. copies of real estate transfer returns, leases, computer-
generated data sheets, etc.) All data so gathered shall become and remain the property of the
City.

F. Preparation of Property Record Cards. Appropriate record cards shall be used in the evaluation
and collection of data for residential improvements, commercial improvements, and agricultural
improvements. All information relating to the improvements shall be obtained and shown as
provided on the respective forms. The Assessor shall supply to the City, a complete set of
property records either on computer readable format compatible with the City’s computer system
if a computer valuation program is used, or a hardcopy if a manual system is used, and update the
records within fourteen (14) days of final adjournment of the Board of Review. The records shall
be updated prior to the open book and again to reflect any changes made at the Board of Review.
The assessor shall prepare individual record cards or computer-generated data sheets for each
parcel to be revalued on forms currently approved by the Wisconsin Department of Revenue.

G. Open Book Conference.
1. Upon completion of the Assessor’s review of assessments and prior to completion of the
assessment rolls, the Assessor shall hold open book conferences for the purpose of enabling
property owners or their agents to review and compare the assessed values. The Assessor
shall send written notice to each property owner of any change in assessment on the notice
form prescribed by the Wisconsin Department of Revenue, and include the time and place the
open book conference(s) will be held. Mailing shall not be less than fifteen (15) days prior to
the first day of the conferences for the convenience of property owners. The Assessor shall
take the phone calls to schedule appointments for the open book conference. The assessor
shall be present at the open book conference for a time sufficient to meet with the property
owners or their agents and shall be present at least two (2) hours. The Assessor shall verify
that statutorily required instructional materials are available at the open book conference.
Expenses related to the notices, excluding form supply, but including preparation of the forms, shall be paid by the Assessor. Postage shall be paid by the City.

2. Open book conferences shall be held at City of Menasha City Hall with both the City and Assessor mutually agreeing upon the date(s) and hours. Hearing time may include a Saturday and shall include evening hours.

3. Open book conferences shall be held on or before May 31.

H. Completion of Assessment Roll and Reports. The Assessor shall be responsible for the proper completion of assessment rolls in accordance with current statutes and the Wisconsin Property Assessment Manual. Final assessment figures for each property shall be provided by the Assessor to the City, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue including: the Municipal Assessment Report, the Tax Incremental District Assessment Report and the Annual Assessment Report. Prior to filing with the Wisconsin Department of Revenue, the Assessor will provide the City with reports for review. All reports shall be submitted by the 2nd Monday in June and the Annual Assessment Report due 30 days after the close of the annual Board of Review. Assessor shall follow the Uniform Standards of Professional Appraisal Practice as required by the Wisconsin Property Assessment Manual.

I. Board of Review Attendance. The Assessor shall be present at the first meeting of the Board of Review and all hearings to explain and defend the assessed value and be prepared to testify under oath in regard to the values determined. In the event of any appeal beyond the Board of Review to the Department of Revenue or to the Courts, Assessor shall be available upon request of the City to furnish testimony in defense of the values for all such cases within the first 90 days after adjournment of the Board of Review for up to eight (8) employee hours per parcel. If such cases occur after the first 90 days after adjournment of the Board of Review or exceed or estimated to exceed the eight (8) employee hours per parcel provided for in this agreement, an addendum to the agreement outlining additional compensation and scope of work will be required. If deemed necessary and mutually agreed upon by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the City as agreed upon by both parties.

J. Personal Property Assessments. The Assessor will mail out State approved Personal Property Forms to all holders of personal property in the City by January 15 of each year, audit the returned forms, and place the new values in the assessment roll. By March 1st each year, the Assessor will review statements and follow up with unfiled or incorrect statements. Assessor will collect the name and address of each personal property contract person, separate from the business name.

K. Accurate parcel identification. The assessor shall review all legal descriptions as listed in the assessment roll for imperfections to include, but not restricted to errors, incorrect acreages, omissions, overlap, or failure to close. In the event that such discrepancies exist, the assessor shall correct or cause the same to be corrected.

L. Assessor will process parcel subdivisions, lot line adjustments, new subdivision plats, certified survey maps and any other land divisions or combinations.

M. Assessor will be responsible for maintaining plat and section/cadastral maps on file and update yearly.

N. Assessor shall perform the following:

   a. Send recorded CSM’s, subdivision plats, deed transfers, and annexations to the County promptly, and notify Community Development upon transmission,

   b. Inform the Community Development Department when new tax keys are assigned,
c. Enter zoning changes into Market Drive in a timely manner,
d. Provide notes in Market Drive indicating the condition of interior and exterior of properties, and obtain photos of all sides of a structure when possible,
e. Inform the building inspector of all substantial changes in assessment value due to the condition of the structure,
f. Inform the building inspector of all remodeling, demolition, or additions being done without a recorded permit,
g. Enter newly obtained information, after receiving building permits, into Market Drive in a timely manner, and
h. Update new owner information in Market Drive in a timely manner.

GENERAL TERMS

A. Conformance to statutes. All work shall be properly and professionally accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue.
B. Oath of Office. As Assessor is a corporation, the person designated by Assessor as responsible for the assessment shall be required to take and subscribe to an oath or affirmation to faithfully perform the duties of the assessor in conformity with Wisconsin Statutes and the Constitution of the United States and of the State of Wisconsin.
C. Personnel. Assessor shall designate a qualified and responsible employee to supervise the operation of the assessor’s staff for the entire contract period. The individual shall be certified (at a minimum) Assessor Level 2 or Assessor Level 3. Should the contract project manager be reassigned, that person shall be replaced by an equally qualified individual. Assessor shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this Agreement. All employees of Assessor are required to carry an up-to-date photo identification card. Assessor employees are expected to present a positive, professional image in both dress and conduct while interfacing with City staff and the public.
D. Non Discrimination. In connection with the performance of work under this contract, Assessor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statutes or national origin.
E. Assessor shall not discriminate against any person on the basis of disability from participating in or being denied benefits of public service under Titles II, III, IV and V of the Americans with Disabilities Act and amendments thereto. Assessor acknowledges receipt of a copy of the City’s policy and agrees to be bound by it.
F. Contract Administrator. City’s contract administrator shall be the Administrative Services Director or his/her designee. The assessor shall meet with the Administrative Services Director on an as-needed basis to discuss the progress of the work and to review the data and the reports completed. City reserves the right to inspect the data and the progress of the work performed at any time without limitation.
G. Public Request. The Assessor shall timely respond to all open records requests received by the Assessor in compliance with Wisconsin Statutes, including confidentiality provision of the law.
H. Availability. Assessor will maintain regular office hours at the Menasha City Hall, from 8:00 AM to 12:00 PM on Tuesdays and from 12:00 PM to 4:00 PM on Thursdays or equivalent hours as may be mutually agreeable to the Assessor and the Administrative Services Director.
Additional hours should be planned after assessment notices are sent out, during the open book review, and prior to and during the Board of Review.

I. The assessor shall be responsible for all assessment related clerical duties including:

   a. Answering routine telephone calls, Monday through Friday during assessor’s normal business hours. Assessor shall maintain a local or toll free telephone service to receive calls from the City or property owners five (5) days a week from 8:00 AM to 4:30 PM excluding holidays. Telephone calls will be returned within twenty-four (24) hours.

   b. Walk-in requests for assessment data or assistance

   c. Assist in scheduling assessment-related appointments

   d. Providing copies of all assessment-related Open Records requests

   e. Preparing appointment mailers, stuffing envelopes and mailing all notices

   f. Filing of all assessment property records cards and any other assessment-related records

   g. All assessment data entry

J. In the event of a declared disaster, if there is damage to property, Assessor will provide sufficient staff to determine the dollar amount of the damage in the City in order to provide timely information to the State of Wisconsin, Department of Military Affairs, Division of Emergency Management, FEMA or other governmental entities to be used in determining the extent of the disaster. This service will be compensated separately based upon the hourly cost of the staff involved and is not a part of the monthly charge for assessment/tax listing services as outlined in this agreement.

K. Insurance and Indemnity.

   (1) Assessor shall maintain during the term of this contract full insurance coverage to protect and hold harmless the City. Insurance shall include: (a) worker’s compensation in compliance with state laws, (b) comprehensive general and public liability covering operation, (c) comprehensive automobile liability and property damage with coverage to include owned, hired, and non-hired motor vehicles used by Assessor, and (d) proper and sufficient insurance to cover loss of records withdrawn from the City by Assessor for its use as well as records in process under this agreement. Assessor shall not be responsible for loss of records destroyed by fire, theft, or Act of God while kept in the office supplied by the City.

Limits of liability shall not be less than:

General Liability:
   General Aggregate: $2,000,000
   Products/Completed Operations: $1,000,000
   Each Occurrence: $1,000,000
   Personal & Advertising: $1,000,000
   Fire Damage: $100,000
   Medical Expense: $10,000

Worker's Compensation:
   Bodily Injury by Disease-Each Employee: $100,000
   Bodily Injury by Disease-Policy Limit: $500,000
   Bodily Injury by Accident-Each Accident: $100,000

Comprehensive Auto Liability:
   Combined Single Limit of Liability: $1,000,000

A certificate from the insurance carrier attesting to coverage shall be provided to the City. The insurance provider will be authorized to transact business in the State of Wisconsin.
Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the City shall be assumed by that Assessor and the Assessor shall indemnify and hold harmless the City against all claims, actions, proceedings, damages, and liabilities, including reasonable attorney’s fees, arising from or connected with the Assessor’s activities in connection with the services provided to the City, including but not limited to, any acts or omissions of the Assessor, the Assessor’s employees, agents, representatives and any other person doing business with Assessor. This paragraph is not to conflict with Sec. 893.89(4), Wis. Stats.

The City agrees to defend and indemnify and save harmless the Assessor, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, brought or recovered against, whether based in contract, negligence or otherwise. Neither party shall be liable to the other for consequential, indirect or incidental damages, including but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

(2) All insurance coverage shall contain a ten (10) day advance notice of cancellation to the City. Assessor shall timely pay all insurance premiums.

L. Ownership of Record. All records prepared or maintained in connection with assessments in the City shall at all times be and remain the sole property of the City.

M. Assessor shall communicate openly and in a timely manner with proper City personnel and the public regarding assessment matters. The assessor is encouraged to interface with the business and residential community and the media to provide greater clarity of the assessor’s role in the property taxation and valuation process.

N. Assessor will provide a website that will be linked to the City’s website to place the computer property assessment records on the web for access to the public.

O. Office space. City shall furnish adequate office space at the Menasha City Hall at no cost to Assessor. Office space shall include desks, tables, chairs, file cabinets, heating, lighting, and janitorial services but shall not include office machinery and equipment.

P. Access to records. City shall allow access and make available to Assessor City records including, but not limited to, prior assessment rolls, sewer and water layouts, building permits, tax records, building plans, records of special assessments, plats or any other maps and property files currently in the possession of the City, at no cost.

Q. Assignment of contract. Assessor is not permitted to assign, subcontract or transfer this Agreement or any part of this Agreement without written approval from City.

R. The Assessor acknowledges and agrees that it is an independent contractor to the City, and that the Assessor’s business is independently owned and operated and that nothing in this Agreement shall be interpreted to cause or result in, directly or indirectly, any principal-agent or employer-employee relationship between the Assessor and the City and that nothing in this Agreement shall in any way be construed as an agreement of partnership, general or limited, joint venture, or as an agency relationship whatsoever between the Assessor and the City. The Assessor shall not represent or advertise in any way that the Assessor’s relationship with the City is other than stated herein. The assessor shall not state or imply that he/she is an agent of the City.

S. The Assessor shall notify the City within five (5) days of any changes in majority or more ownership or change in chief operating officer.
METHOD AND TERMS OF PAYMENT

A. For the services provided the City will pay Associated Appraisal Consultants, Inc. the following amounts:

2018 – Twenty-Five Thousand Dollars ($25,000.00) for August through December 31, 2018
2019 – Sixty Thousand Dollars ($60,000.00)
2020 – Sixty Thousand Dollars ($60,000.00)
2021 – Thirty-Five Thousand Dollars ($35,000.00) for January through July 31, 2021

Payment for services rendered shall be on a monthly basis. The City will not be billed for additional expenses such as mileage or supplies.

Dated this __________ day of ____________________, 20___.

ASSOCIATED APPRAISAL CONSULTANTS, INC.

By: ______________________________

Mark Brown, President

CITY OF MENAHA

By: ______________________________

Donald Merkes, Mayor

Attest: ______________________________

Deborah Galeazzi, City Clerk

______________________________

Pamela A. Captain, City Attorney
ADDENDUM A
COMPUTER-ASSISTED MASS APPRAISAL (CAMA)
MODEL UPDATE AGREEMENT

This Addendum A is attached to and incorporated into the contract for assessment services entered into between the City of Menasha, a Wisconsin Municipal Corporation, with its principal office at 100 Main Street, Menasha, Wisconsin (hereafter “City”) and Associated Appraisal Consultants, Inc., a Wisconsin Corporation, with its principal office at 1314 W. College Ave., Appleton, Wisconsin 54914 (hereafter “Assessor”).

1. 2021 or 2022 ASSESSMENT YEAR:

   a. Assessor shall update the City’s CAMA model to reflect the most recent version of the Wisconsin Property Assessment Manual Volume II cost manual for Residential and Agricultural properties. Commercial class parcels shall continue to be costed using the Marshal and Swift valuation services.

   b. New market calibrated depreciation and other valuation tables will be specified for residential and agricultural properties as obtained through a sales analysis of the 2017 – 2022 arm’s-length valid improved sales in the City of Menasha.

   c. Descriptive and inferential statistics will be used to validate the new CAMA model.

   d. All improved parcels will then be updated and reviewed against the new valuation tables and their sales prices to ensure all parcels are assessed at full market value in a fair and equitable manner from the best information available using professionally accepted appraisal practices.

   e. As a result of the above additional scope of work, the Assessor will suspend for one year the 25% inspection cycle but will continue to inspect properties as outlined under Scope of Services section C, numbers 1 through 8.

   f. No additional fees or cost of services will be charged to the City as a result of this addendum.

Dated this __________ day of __________________, 20__.

ASSOCIATED APPRAISAL CONSULTANTS, INC.

By: ____________________________
Mark Brown, President

CITY OF MENAHA

By: ____________________________
Donald Merkes, Mayor

Attest: __________________________
Deborah Galeazzi, City Clerk

________________________________
Pamela A. Captain, City Attorney
MEMORANDUM

DATE:    July 12, 2018
TO:      Common Council
FROM:    Debbie Galeazzi, Clerk
SUBJECT: RNR Foods, LLC, d/b/a Menasha Piggly Wiggly
         1151 Midway Road, Menasha

An application for a “Class A” Intoxicating Liquor and Fermented Malt Beverage
for the 2018-2019 liquor licensing year has been submitted by RNR Foods, LLC,
d/b/a Menasha Piggly Wiggly for the premise at 1151 Midway Road, Menasha.

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

Staff recommends approving the “Class A” Intoxicating Liquor and Fermented
Malt Beverage license for RNR Foods, LLC, d/b/a Menasha Piggly Wiggly at
1151 Midway Road, Menasha.
ORIGINAl ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning AUGUST 19 2018; ending JUNE 30 2019.

TO THE GOVERNING BODY of the: Village of MENASHA (if required by ordinance)

City of

County of WINNEBAGO Aldermanic Dist. No. 1

The named □ INDIVIDUAL □ PARTNERSHIP □ LIMITED LIABILITY COMPANY
□ CORPORATION\NONPROFIT ORGANIZATION

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

1. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): RNR FOODS, LLC

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

Title Name Home Address Post Office & Zip Code
President/Member MEMBER - RICHARD LEE - 542 LADWIG ST - CAMPBELLSPORT, WI 53010
Vice President/Member MEMBER - RUTH LEE - 542 LADWIG ST - CAMPBELLSPORT, WI 53010
Secretary/Member Agent - Richard Lee 542 Ladwig St, Campbellsport, WI

Directors/Managers

3. Trade Name MENASHA PIGGLY WIGGLY Business Phone Number 920-727-9770

4. Address of Premises 1151 MIDWAY ROAD Post Office & Zip Code MENASHA, WI 54952

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes □ No □

6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? Yes □ No □

7. Does any other alcohol beverage retailer licensee or wholesale permittee have any interest in or control of this business? Yes □ No □

8. (a) Corporate/limited liability company applicants only: Insert state WISCONSIN and date 06/21/16 of registration. Yes □ No □

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes □ No □

(c) Does the corporation, or any officer, director, stockholder or agent of limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes □ No □

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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

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

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes □ No □

(b) If yes, under what name was license issued? PIGGLY WIGGLY MIDWEST, LLC

12. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? Yes □ No □

13. Does the applicant understand they must hold a Wisconsin Seller’s Permit? (phone 608-266-2776) Yes □ No □

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes □ No □

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

SUBSCRIBED AND SWORN TO BEFORE ME this 26th day of June 2018

SHELBY SARAUER
Notary Public
State of Wisconsin

My commission expires 2-20-19

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 4/27/18 Date reported to council/board Date provisional license issued Signature of Clerk/Deputy Clerk

Date license granted Date license issued License number issued

Wisconsin Department of Revenue
SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  

☐ Village of MENASHA  
☐ City of MENASHA  
County of WINNEBAGO

The undersigned duly authorized officer(s)/members/managers of RNR FOODS LLC (registered name of corporation/organization or limited liability company):

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as MENASHA PIGGLY WIGGLY (trade name)

located at 1151 MIDWAY ROAD

appoints RICHARD LEE (name of appointed agent)

542 LADWING ST, CAMPBELLSPORT, WI 53010 (home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☑ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☑ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 2.5 YEARS

Place of residence last year 542 LADWING ST, CAMPBELLSPORT, WI 53010

For: RNR FOODS LLC (name of corporation/organization/limited liability company)

By:  

(signature of Officer/Member/Manager)

And:

(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, RICHARD LEE (print/type agent's name), hereby accept this appointment as agent for the corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

542 LADWING ST, CAMPBELLSPORT, WI 53010  
(home address of agent)

Agent's age  

date

Date of birth

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 7/10/18 by Mark Mauch TITLE (signature of proper local official) (town chair, village president, police chief)

Wisconsin Department of Revenue
AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

<table>
<thead>
<tr>
<th>Individual's Full Name (please print)</th>
<th>(last name)</th>
<th>(first name)</th>
<th>(middle name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEE</td>
<td>RICHARD</td>
<td>T</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Address (street/route)</th>
<th>Post Office</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>542 LADWIG ST</td>
<td></td>
<td>CAMPBELSPORT</td>
<td>WI</td>
<td>53010</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Phone Number</th>
<th>Age</th>
<th>Date of Birth</th>
<th>Place of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>402-649-4692</td>
<td></td>
<td></td>
<td>SUPERIOR, WI</td>
</tr>
</tbody>
</table>

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

☐ Applying for an alcohol beverage license as an individual.

☐ A member of a partnership which is making application for an alcohol beverage license.

☑ RICHARD LEE of RNR FOODS LLC

(Official/Partner/Director/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? 2.5 YEARS

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☑ No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☑ No

If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☑ No

If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/ winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☑ No

If yes, identify.

(Name of Wholesale Licensee or Permits)

(Address By City and County)

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

<table>
<thead>
<tr>
<th>Employer's Name</th>
<th>Employer's Address</th>
<th>Employed From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIGGLY WIGGELY MIDWEST</td>
<td>SHEBOYGAN, WI</td>
<td>12/01/2015</td>
<td></td>
</tr>
<tr>
<td>AFFILIATED FOODS</td>
<td>NORFOLK, NE</td>
<td>Employed From</td>
<td>To</td>
</tr>
</tbody>
</table>

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

Subscribed and sworn to before me

This 26th day of June, 2018

[Signature of Notary Public]

SHELBY SARAUER
Notary Public
State of Wisconsin
# Auxiliary Questionnaire

**Alcohol Beverage License Application**

Submit to municipal clerk.

<table>
<thead>
<tr>
<th>Individual's Full Name (please print)</th>
<th>(last name)</th>
<th>(first name)</th>
<th>(middle name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEE</td>
<td>RUTH</td>
<td>A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Address (streetroute)</th>
<th>Post Office</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<tbody>
<tr>
<td>542 LADWIG STREET</td>
<td></td>
<td>CAMPBELLSPORT</td>
<td>WI</td>
<td>53010</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Home Phone Number</th>
<th>Age</th>
<th>Date of Birth</th>
<th>Place of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>248-798-7457</td>
<td></td>
<td></td>
<td>ROYAL OAK, MI</td>
</tr>
</tbody>
</table>

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

- [ ] Applying for an alcohol beverage license as an individual.
- [X] A member of a partnership which is making application for an alcohol beverage license.
  
  **RUTH LEE**
  
  (Officer/Director/Member/Manager/Agent) **of RNR FOODS LLC**
  
  (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? **2.5 YEARS**

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? **[X] Yes  [ ] No**

   If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (*If more room is needed, continue on reverse side of this form.)
   
   **DUI IN 2006**

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? **[ ] Yes  [X] No**

   If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? **[X] Yes  [ ] No**

   If yes, identify.

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/ winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? **[ ] Yes  [X] No**

   If yes, identify.

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

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<th>Employer's Name</th>
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<th>Employed From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>KLOTZ'S PIGGLY WIGGL</td>
<td>POND DU LAC, WI</td>
<td>06/11/2017</td>
<td></td>
</tr>
<tr>
<td>CITY OF HUNTINGTON</td>
<td>HUNTING WOODS, MI</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Subscribed and sworn to before me

this **9** day of **June** 2018  

[Signature of Notary Public]

My commission expires **2-23-19**  

[Signature of Named Individual]
June 26, 2018

Deborah Galeazzi
City of Menasha Clerk
Menasha City Center
100 Main St
Suite 200
Menasha, WI 54952

Dear Deborah,

I am writing to inform you that Piggly Wiggly Midwest, LLC will be relinquishing our liquor license for the Piggly Wiggly Supermarket located 1151 Midway Road, Menasha WI as of August 18, 2018. August 18th will be our last day at this location and the new owner will take over on August 19th.

Sincerely,

[Signature]

Glen Femal
Liquor Agent
Piggly Wiggly Midwest, LLC