

It is expected that a Quorum of the Personnel Committee, Administration Committee, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA**  
**Board of Public Works**  
**First Floor Conference Room**  
**100 Main Street**  
**September 17, 2018**  
**6:30 PM**  
**or immediately following the Common Council**

**AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. MINUTES TO APPROVE
  - 1. September 4, 2018
- D. COMMUNICATIONS
  - 1. Sewer User Charge Memo
  - 2. Main Street Parking
- E. DISCUSSION / ACTION ITEMS
  - 1. Memorandum of Agreement Regarding Compensation for Cross-Jurisdictional Wastewater Flows
  - 2. O-18-19: An Ordinance Adding Sections 9-3-16(K) & (L) of the Sewer Utility Regulation Ordinance
  - 3. O-19-19: An Ordinance Modifying Section 9-3-34 of the Sewer Utility Regulation Ordinance
  - 4. Payment – MCC, Inc; Contract Unit 2018-02; New Street Construction and Street Reconstruction – Various Streets; \$126,353.38 (Payment No. 2)
  - 5. Certified Survey Map – Community Way Right-of-Way Dedication
  - 6. Certified Survey Map – Lotus Trail Right-of-Way Dedication
  - 7. Replace Horizon Newsletter with Calendar
- F. ADJOURNMENT

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

CITY OF MENASHA  
Board of Public Works  
First Floor Conference Room  
100 Main Street, Menasha  
September 4, 2018  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Krueger at 7:42 p.m.

B. ROLL CALL

PRESENT: Aldermen Rebecca Nichols, James Taylor, Stan Sevenich, Mark Langdon, Steve Krueger, Tom Grade, Ted Grade, Randy Ropella.

ALSO PRESENT: Mayor Merkes, CA Captain, PC Styka, FC Kloehn, ASD Jacobs, DPW Radomski, PHD McKenney, Steve Grenell (MU), Clerk Galeazzi.

C. MINUTES TO APPROVE

1. August 6, 2018

Moved by Ald. Ted Grade seconded by Ald. Tom Grade to approve minutes.

Motion carried on voice vote.

Chairman Krueger stated items E2 and E5 will be taken up first and then continue with the remainder of the agenda.

D. COMMUNICATIONS

1. Main Street Parking

General discussion ensued on the Department of Transportation's original proposal to eliminate some parking on Main Street as part of their upcoming project. Staff made it clear to DOT that removing parking on the east end of Main Street was unacceptable. The DOT proposed a new plan that maintains the same number of on-street parking spaces as are currently provided. The Board requested staff to provide DOT revised parking plans and also downtown businesses and residents be notified when a plan review is done with the DOT.

2. 2019 Recycling Calendar

General discussion ensued on the proposed 2019 recycling calendar. Recycling calendar and overflow stickers will be part of a mailing to residents. Board members made some recommendations to include in calendar.

E. DISCUSSION / ACTION ITEMS

1. Street Use Application – Menasha High School Homecoming Parade; Friday, September 21, 2018; 5:30 PM – 6:15 PM (Menasha High School).

Moved by Ald. Ted Grade seconded by Ald. Tom Grade to recommend to Common Council Street Use Application for Menasha High School Homecoming Parade on Friday September 21, 2018, 5:30PM-6:15PM (Menasha High School).

Motion carried on roll call 8-0.

2. Street Use Application – Community First Fox Cities Marathon Presented by Miron Construction; Sunday, September 23, 2018; 7:00 AM – 2:00 PM (Community First Credit Union).

Moved by Ald. Ted Grade seconded by Ald. Tom Grade to recommend to Common Council Street Use Application for Community First Fox Cities Marathon Presented by Miron Construction on Saturday September 23, 2018, 7:00AM-2:00PM (Community First Credit Union).

Motion carried on roll call 8-0.

3. Street Use Application – Hometown Halloween; Thursday, October 25, 2018; 3:00 PM – 7:00 PM (City of Menasha Farm Fresh Market).

Moved by Ald. Ted Grade seconded by Ald. Nichols to recommend to Common Council Street Use Application for Hometown Halloween on Thursday October 25, 2018, 3:00PM-7:00PM (City of Menasha Farm Fresh Market).

Motion carried on roll call 8-0.

4. Payment – Donald Hietpas & Sons, Inc.; Menasha Utilities & City of Menasha 2018 Water Main & Sanitary Sewer Reconstruction; McM. No. M0002-9-17-00839; \$71,198.25 (Payment No.5)

DPW Radomski explained the payment is for sanitary sewer work on Broad Street.

Moved by Ald. Ted Grade seconded by Ald. Tom Grade to recommend to Common Council payment to Donald Hietpas & Sons, Inc., for Menasha Utilities & City of Menasha 2018 Water Main & Sanitary Sewer Reconstruction, McM No. M0002-9-17-00839 in the amount of \$71,198.25 (Payment No. 5)

Motion carried on roll call 8-0.

5. Recommendation to Award – Menasha Utilities Northside Circuit 13-5-3 Feeder Replacement; J&R Underground; \$45,314.00

Unanimous consent was given to hear from MU Engineering Mangage Grenell.

EM Grenell explained this contract is to rebuild and reinstall an underground circuit feeder that failed earlier this year. J&R Underground was the lowest of the three bids received and Utilities have worked with them in the past.

Moved by Ald. Sevenich seconded by Ald. Tom Grade to recommend to Common Council Recommendation to Award Menasha Utilities northside circuit 13-5-3 feeder replacement to J&R Underground in the amount of \$45,314.00.

Motion carried on roll call 8-0.

## F. ADJOURNMENT

Moved by Ald. Ted Grade seconded by Ald. Tom Grade to adjourn at 8:11 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC  
City Clerk



## Memorandum

**Date:** September 12, 2018

**To:** Board of Public Works

**From:** Joshua Radomski – Public Works Director

**RE:** Preliminary Sanitary Sewer User Charge Update *JR*

### Background

The City of Menasha has not updated our sewer user charge rates since R-1-13 was adopted in January of 2013. The attached document is a preliminary update to the sewer user charge rates that will be brought forth in the next month or two. A couple of key components to the proposed update are that fixed rates will remain the same for residential users at \$11.04/month and the volume charge will increase by \$0.15/1,000 gallons from \$4.60/1,000 gallons to \$4.75/1,000 gallons. This will represent a 1.79% increase for the residential customer using 34,900 gallons of water per year.

This user charge update has also revised the domestic strength concentrations for Biological Oxygen Demand (BOD<sub>5</sub>) from 417 mg/liter to 210 mg/liter and Suspended Solids (SS) from 728 mg/liter to 618 mg/liter. This will increase the surcharge levels for high BOD<sub>5</sub> and SS dischargers to be consistent with our updated flow characteristics. The surcharge per pound of BOD<sub>5</sub> has decreased from \$0.2615 to \$0.2555 based on updated Neenah Menasha Sewerage Commission (NMSC) charges. The surcharge per pound of SS will increase from \$0.1288 per pound to \$0.2692 based on updated NMSC charges.

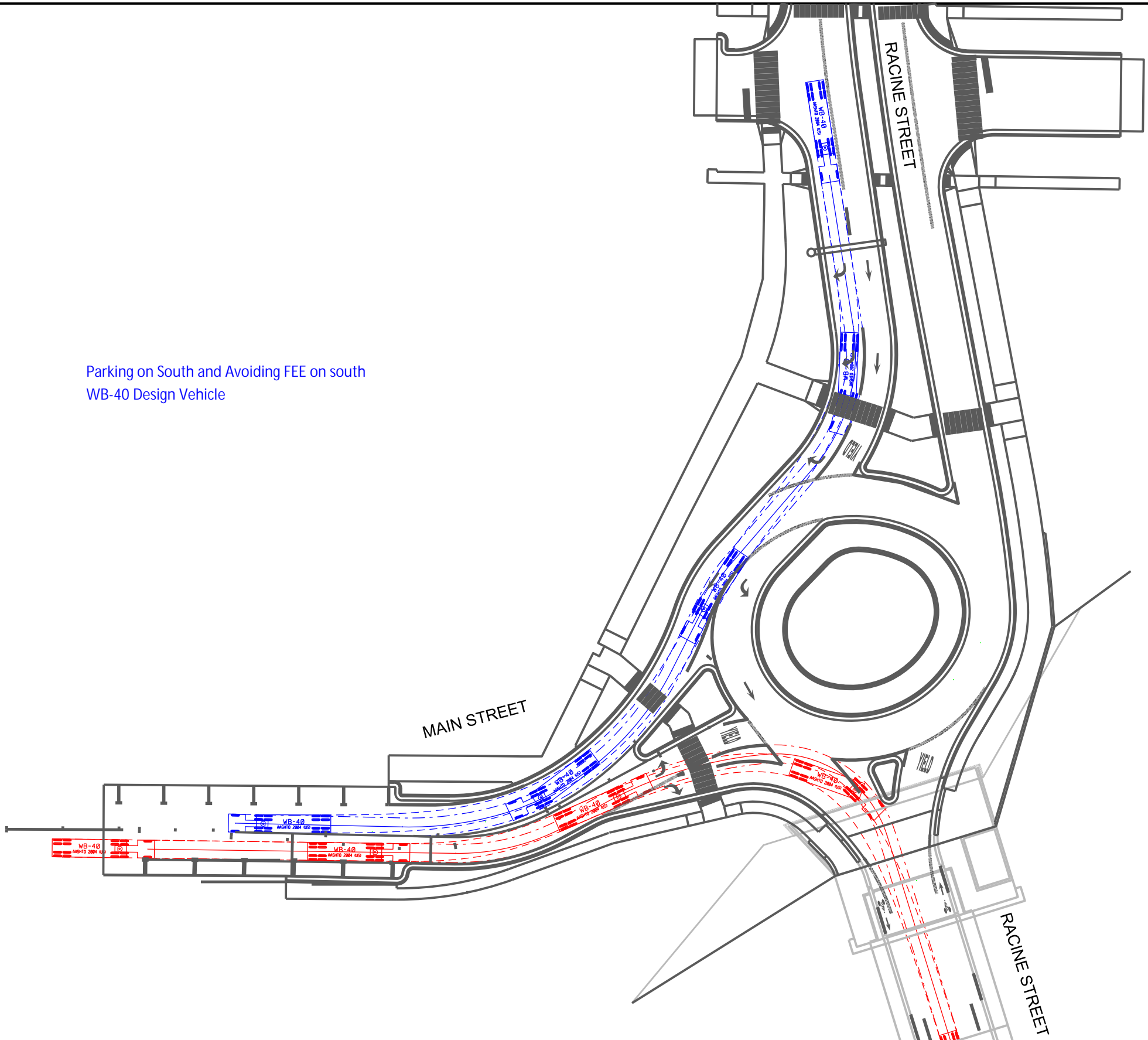
This user charge update includes the estimated \$50,000 per year of increased revenue from the Neenah Menasha Sewer Agreement that will be voted on later this year.

### Recommendation

We request that the Council give any recommendations for the sewer charge update prior to us presenting a final version of this user charge system. Changes may include increased construction spending to update our sewer system, increase spending on private laterals per the proposed ordinance later this year, a reduction in fixed cost but increase in volume costs which will shift costs to the properties with greatest water/sewer usage or any other recommendations that you may have. Please keep in mind that this nominal increase is required to maintain the current sanitary sewer budget.



Parking on South and Avoiding FEE on south  
WB-40 Design Vehicle



MAIN STREET

RACINE STREET

RACINE STREET



RACINE STREET and MAIN STREET  
WINNEBAGO COUNTY, WISCONSIN

**RIGHT TURNS MOVEMENTS (WB-40)**  
**7/19/18 (West Leg Modifications)**

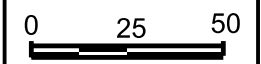
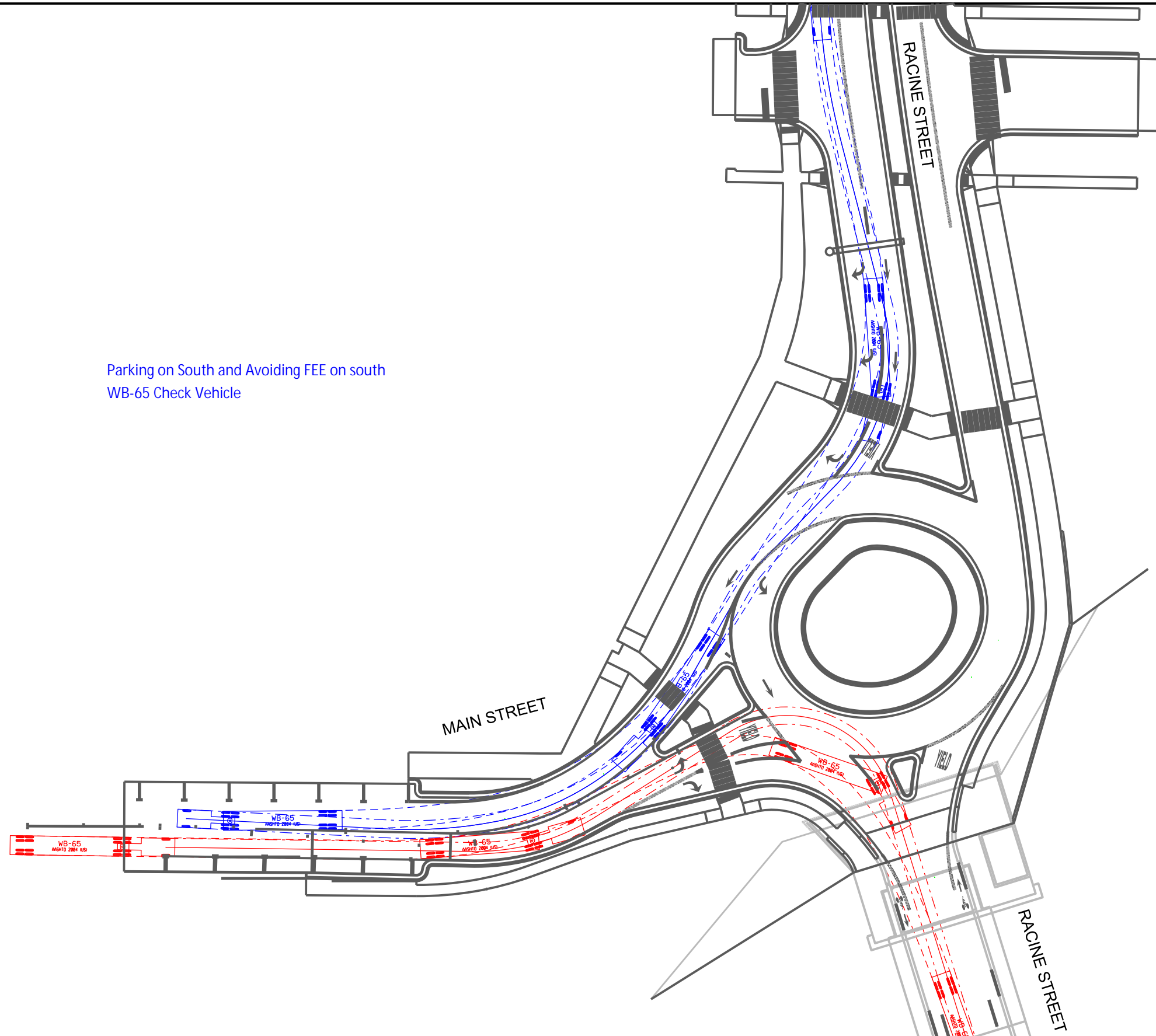


EXHIBIT: 1.3B



Parking on South and Avoiding FEE on south  
WB-65 Check Vehicle





## Memorandum

**Date:** September 12, 2018

**To:** Board of Public Works

**From:** Joshua Radomski – Public Works Director *JR*

**RE:** Neenah Sanitary Sewer Agreement

### Background

In the late 1930's, construction of two major interceptor sewers was completed by Neenah Menasha Sewerage Commission (NMSC). The interceptor sewers were constructed to serve the cities of Neenah and Menasha. Due to the layout of the sewer system and municipal boundaries, the Neenah interceptor sewer serves 65 properties in the City of Menasha and the Menasha interceptor sewer serves 318 properties within the City of Neenah. The NMSC charges the Cities of Neenah and Menasha based on the sanitary flow characteristics.

In order to accurately account for all NMSC charges, the City of Menasha will need to be reimbursed for the excess flow from Neenah properties. This agreement establishes the guidelines for these charges moving into the future, as well as reimbursement for the last 6 years of charges. Based on Public Service Commission (PSC) laws, this is the maximum reimbursement period that the City of Menasha can collect.

### Fiscal Impact

This agreement will have a positive fiscal impact for the City of Menasha. Due to the fact that Neenah has a larger service area being served by Menasha's interceptor, the City of Neenah will be responsible for additional NMSC charges as well as operation, maintenance and replacement costs for the Menasha sewer system. This amount will be approximately \$25,000 per year, but will vary based on actual sewer usage and NMSC charges. In addition, the City of Neenah will pay the City of Menasha \$25,000 for each of the next 6 years to account for previous charges.

### Recommendation

Staff recommends that the Board of Public Works forward a recommendation to approve the agreement to the Common Council.

MEMORANDUM OF AGREEMENT  
REGARDING COMPENSATION FOR CROSS-JURISDICTION WASTEWATER FLOWS

This Memorandum of Agreement entered into this \_\_\_\_ day of October 2018 by and between the City of Neenah, a Wisconsin municipal corporation with offices at 211 Walnut Street, Neenah, WI 54956 (“Neenah”) and the City of Menasha, a Wisconsin municipal corporation with offices at 100 Main Street, Suite 200, Menasha, WI 54952 (“Menasha”).

**RECITALS**

- A. The Neenah-Menasha Sewerage Commission (NMSC) constructed interceptor sewers in the late 1930s to convey wastewater to a new wastewater treatment plant (WWTP) located on the east shore of Little Lake Butte Des Morts. The wastewater collection system improvements are shown in Exhibit A.
- B. Two major interceptor sewers were constructed to serve Menasha and one interceptor sewer was constructed to serve Neenah. The location of the interceptors is shown in Exhibit A, Attachment 1.
- C. The Menasha South Interceptor sewer runs south of the Fox River along Garfield Avenue and easements from the NMSC to Racine Street. This interceptor serves the southern portion of Menasha. Since the late 1930s, it has also served an area in Neenah south of Nicolet Boulevard, as shown in Exhibit A, Attachment 2. This interceptor, as shown on the plans in Exhibit A, collects flow from a 30-inch diameter combined sanitary/storm sewer that served the area along the west end of Ahnaip Street and Nicolet Boulevard in Menasha, and a twenty-one block area in Neenah between Nicolet Boulevard and East Forest Avenue.
- D. The Menasha North Interceptor sewer runs north on Mathewson Street from the NMSC WWTP. The sewer serves Menasha, Town of Menasha Utility District, and Waverly Sanitary District. The wastewater from the North Interceptor combines with wastewater from Menasha's South Interceptor sewer on Garfield Avenue and flows into the NMSC WWTP.
- E. The Neenah Interceptor sewer runs south on easements from the NMSC WWTP to Abby Avenue, then west on Abby Avenue, and then south on W. North Water Street. The Neenah Interceptor sewer serves Neenah, Town of Neenah Sanitary District No. 2, and a portion of Menasha south of Garfield Avenue and west of Washington Street. The area of Menasha served by the Neenah Interceptor Sewer is shown in Exhibit A, Attachment 1.
- F. The wastewater in the Menasha Interceptor Sewer is metered and sampled at the NMSC WWTP. NMSC bills Menasha for flow and loadings. The sewer customers in the area of Neenah that discharges to the Menasha south interceptor sewer are billed by Neenah.
- G. The wastewater in the Neenah Interceptor is metered and sampled at the NMSC WWTP. NMSC bills Neenah for flow and loadings. The sewer customers in the area of Menasha that discharges to the Neenah Interceptor sewer are billed by Menasha.
- H. The Menasha Interceptor Sewer receives wastewater flow from 318 properties in Neenah. The sewer service area is 84.24 acres. The development in the sewer service area includes a car wash, 24 unit apartment, 21 unit apartment, nine duplexes and single family residences.



- I. The Neenah Interceptor Sewer receives wastewater flow from 65 properties in Menasha. The sewer service area is 21.71 acres. The development in the sewer service area is single family residences. The Menasha sewer service area cannot be metered because of the sewer configuration at possible metering locations on Madison Street and Abby Avenue.
- J. The parties have agreed on the need to formalize a method of compensating each other for costs to convey and treat the wastewater that crosses jurisdictional sewerage systems.

NOW THEREFORE, in consideration of the above recitals, which are contractual, and the mutual promises, covenants, undertakings, and other consideration contained herein, the parties agree to the following terms and conditions.

## **ARTICLE I - PURPOSE AND DEFINITIONS**

### **A. Purpose.**

This Agreement is intended to set out the parties' agreement regarding:

1. Wastewater monitoring and testing requirements to be used in calculating compensation for cross-jurisdictional wastewater flow;
2. The method for determining compensation for the costs to convey and treat the wastewater that crosses jurisdictional sewerage systems;
3. Payment parameters to recognize and compensate for the historic nature of this cross-jurisdiction wastewater flow.

### **B. Definitions.**

The following words, terms and phrases, when used in this agreement, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. *BOD* means Biological Oxygen Demand.
2. *Conveyance* means that function of the sewerage system which transports sewage from each City's cross-jurisdiction connection point to the WWTP, including all sanitary sewer pipes, manholes, lift stations and appurtenances, operation, maintenance and rehabilitation/ replacement of these facilities.
3. *Menasha* means the City of Menasha with offices located at 100 Main Street, Suite 200, Menasha, WI 54952, Neenah, WI 54952.
4. *Neenah* means the City of Neenah with offices located at 211 Walnut Street, Neenah, WI 54956.
5. *NMSC* means Neenah Menasha Sewerage Commission
6. *TP* means Total Phosphorus.
7. *TSS* means Total Suspended Solids.
8. *WWTP* means the wastewater treatment plant operated by NMSC.

## ARTICLE II – WASTEWATER MONITORING

- A. PURPOSE. Wastewater monitoring is needed in order to provide the analytical data necessary to calculate the compensation.
- B. MONITORING SCOPE.
1. Location: A flow meter will be installed at Menasha Manhole 114, located at the intersection of Nicolet Boulevard and Ahnaip Street (as shown on Exhibit A, Attachment 1).
  2. Initial Flow Data Collection Period: Flow data will be collected for 12 months after which a peaking factor for the drainage basin will be calculated.
  3. Wastewater Strength Data: BOD and TSS levels will be determined for periodic wastewater samples for the purpose of calculating flow-proportional loadings.
  4. Long-term Monitoring: After one (1) year of testing, the parties will determine further testing needs based on the consistency of the previous results. Further testing will be based on the following basis:
    - a. If the TSS and BOD results are not within a 20% range from highest to lowest, testing will continue quarterly.
    - b. If the TSS and BOD results are within a 20% range, testing will be done semi-annually.
    - c. If the TSS and BOD results are within a 10% range, testing will be done annually.
  5. Changes to Monitoring: The parties will determine monitoring protocols in the event of the following:
    - a. there is a significant change to the number of users within either of the service areas.
    - b. there is a significant change in land use within either of the service areas.
    - c. NMSC initiates constituent charges for TP.
- C. LEAD AGENCY. Menasha will arrange for installation of the flow meter and the associated wastewater sampling and testing.
- D. COST. Menasha will track all costs associated with flow monitoring, sampling and testing. Menasha will invoice Neenah periodically for 50% of the costs associated with wastewater monitoring, sampling and testing.

## ARTICLE III – COST REIMBURSEMENT

- A. NMSC CHARGES.
1. Reimbursement of Net Costs. The calculations outlined in this Article are intended to represent the net costs incurred by Menasha for transporting Neenah sewerage through Menasha's interceptors after accounting for Neenah's costs for transporting Menasha's sewerage through Neenah interceptors. Since the area covered by the Menasha interceptors is significantly larger than the area served by the Neenah interceptors, it is presumed that the net reimbursement will always involve a payment by Neenah to Menasha, after accounting for Menasha sewage flowing through Neenah interceptors.
  2. 2018 Charge. Neenah will pay Menasha for the estimate of the net of the NMSC charges for sewage from the Neenah Sewer Service Area and the Menasha Sewer Service Area. NMSC charges for the year 2018 will be based on the calculation method as shown in Exhibit B, a sample calculation using 2017 data, with the following adjustment: wastewater loadings will be

calculated based on the measured wastewater strength data for BOD and TSS in the Neenah Sewer Service Area using the monitoring protocol described in Article II, Section B. If that data is not available, loadings for BOD and TSS will be based on the average wastewater strength measured by NMSC at the WWTP.

3. Future Charges. For 2019 and beyond, Neenah will pay Menasha for the estimate of the net of the NMSC charges for sewage from the Neenah Sewer Service Area and the Menasha Sewer Service Area. NMSC charges will be based on the calculation method used for 2017 with the following adjustment: wastewater loadings will be calculated based on the measured wastewater strength data for BOD and TSS in the Neenah Sewer Service Area using the monitoring protocol described in Article II, Section B.
  4. Phosphorus Constituent Charges. Should NMSC initiate a charge for Total Phosphorus (TP) treatment, those loadings will be included in the cost reimbursement calculation in a manner similar to the charges for BOD and TSS.
- B. CONVEYANCE CHARGES. In addition to the charges from NMSC, a charge for sewage conveyance will be assigned for the respective portions of the sewerage systems used to carry the cross-jurisdiction flow. Per Exhibit C, this conveyance charge is \$1,200 per year.
1. Operations and Maintenance Charge. Operations and Maintenance Charges will be calculated based on the portion of the sewer capacity being used by the contributing community. The base rate for the charge is the 2010 operating cost for the Menasha Sewer Utility converted to a cost per inch-diameter mile of pipe. Calculations are shown in Tables C-1 and C-2 of Exhibit C.
  2. Replacement Charge. Replacement Charges will be calculated based on the portion of the sewer capacity being used by the contributing community. The base rate for the charge assumes an 80-year pipe life. It is calculated based on the City of Neenah Sewer system value, excluding lift stations, as tabulated in the 2017 Comprehensive Financial Audit Report converted to a cost per inch-diameter mile of pipe. Calculations are shown in Tables C-1 and C-2 of Exhibit C.
- C. CHARGES PRIOR TO 2018. To recognize and compensate for the historic nature of this cross-jurisdiction wastewater flow, the parties agree that Neenah will pay Menasha an amount equal to \$150,000 in the schedule outlined in Section D below.
- D. PAYMENT SCHEDULE. The payment of annual charges and charges prior to 2018 will be made in the following manner.
1. Ongoing Reimbursement Charges. Ongoing reimbursement charges will be made on a semi-annual basis. Payment will be made in the first full week of August for the period of January through June and in February of the following year for the period July through December.
  2. Charges prior to 2018. To account for the reimbursement payment identified in Section C above, Neenah will pay Menasha \$25,000 in addition to the first semi-annual payment made in each of the first six years under this agreement.

#### **ARTICLE IV – MISCELLANEOUS**

- A. COMPLETE AGREEMENT. This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede all prior agreements or municipal policies to the contrary. No agreements, promises, or representations made during or in connection

with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein.

- B. **NO WAIVER.** The failure of any party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the party waiving the right. If an obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that did not sign the waiver or release.
- C. **TERM OF AGREEMENT.** The term of this agreement shall continue as long as either party discharges to the other party's wastewater collection system. No breach or violation of any of the terms of this Agreement by either said municipal corporation shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the said municipal corporations that the provisions of this Agreement shall be subject to specific performance, that injunctive relief shall be provided to cure any breaches prospectively, and that damages shall be awarded to redress any harm occasioned by a breach. Termination of this Agreement shall be only upon mutual agreement of Menasha and Neenah.
- D. **AMENDMENT.** This Agreement may be amended by mutual agreement approved by the governing bodies of said municipal corporations to this Agreement and signed by appropriate and duly authorized officers of the said municipal corporations hereto.
- E. **SEVERABILITY.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or Article in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.
- F. **AUTHORITY.** This Agreement, and all of the terms and conditions hereto, shall bind the parties and their respective successors, transferees, and assigns, as set forth above. This agreement is made in Wisconsin and shall be governed, interpreted, construed, and enforced according to the laws of the State of Wisconsin.
- G. **EFFECTIVE DATE.** This Agreement shall be effective on the date that this Agreement is fully executed by both Parties.
- H. **PERFORMANCE STANDARD.** This Agreement requires the parties to act or to refrain from acting on a number of matters. The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a party, the consent or approval shall not be unreasonably withheld.
- I. **NO THIRD PARTY BENEFICIARY.** This Agreement is intended to be solely between the signatories set forth on the following pages. Nothing in this Agreement grants any third party beneficiary rights to any non-party that may be enforced by any non-party to this Agreement.

- J. **CONSTRUCTION.** This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.
- K. **NON-SEVERABILITY.** The parties acknowledge that the provisions of this Agreement are interconnected. Therefore, if any provision of this Agreement is held invalid, illegal or unenforceable, the entire Agreement will be void if the parties are unable to replace the invalid provision through the process described below. If any provision of this Agreement is held invalid, illegal or unenforceable, the parties shall make a concerted, good faith effort to substitute a valid and enforceable provision as similar as possible to the provision at issue. If agreement is not reached within 90 days of the adverse determination, the parties shall submit the issue to mediation. If unresolved after mediation, the Agreement is void.
- L. **NOTICE.** Notices under this Agreement shall be sent to the following addresses:

If to the City of Menasha:  
 City Clerk  
 City of Menasha  
 100 Main Street, Suite 200  
 Menasha, WI 54952

If to the City of Neenah:  
 City Clerk  
 City of Neenah  
 211 Walnut Street  
 Neenah, WI 54956

IN WITNESS WHEREOF, Menasha and Neenah hereby certify that this Agreement has been duly approved by its respective governing body on the date stated below in accordance with State and local laws, rules and regulations, and that such Menasha and Neenah has caused it's duly authorized officers to execute this Agreement on the dates written below.

CITY OF MENASHA

Executed this \_\_\_\_\_ day of October 2018.

By: \_\_\_\_\_  
 Don Merkes, Mayor

Attest: \_\_\_\_\_  
 Deborah A. Galeazzi, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
 Pamela Captain, City Attorney

CITY OF NEENAH

Executed this \_\_\_\_\_ day of October 2018.

By: \_\_\_\_\_  
 Dean Kaufert, Mayor

Attest: \_\_\_\_\_  
 Patricia A. Sturn, City Clerk

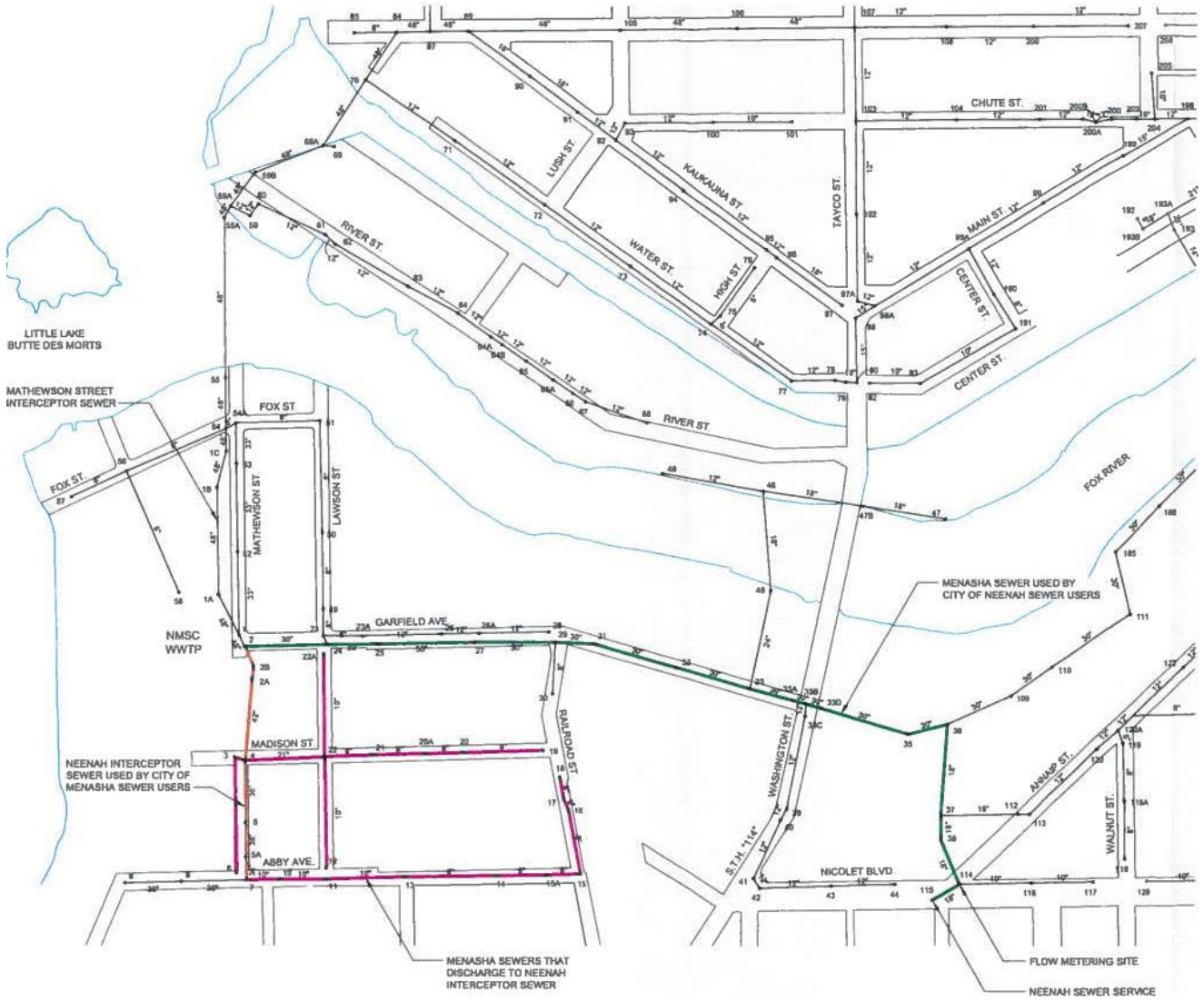
APPROVED AS TO FORM

By: \_\_\_\_\_  
 James Godlewski, City Attorney

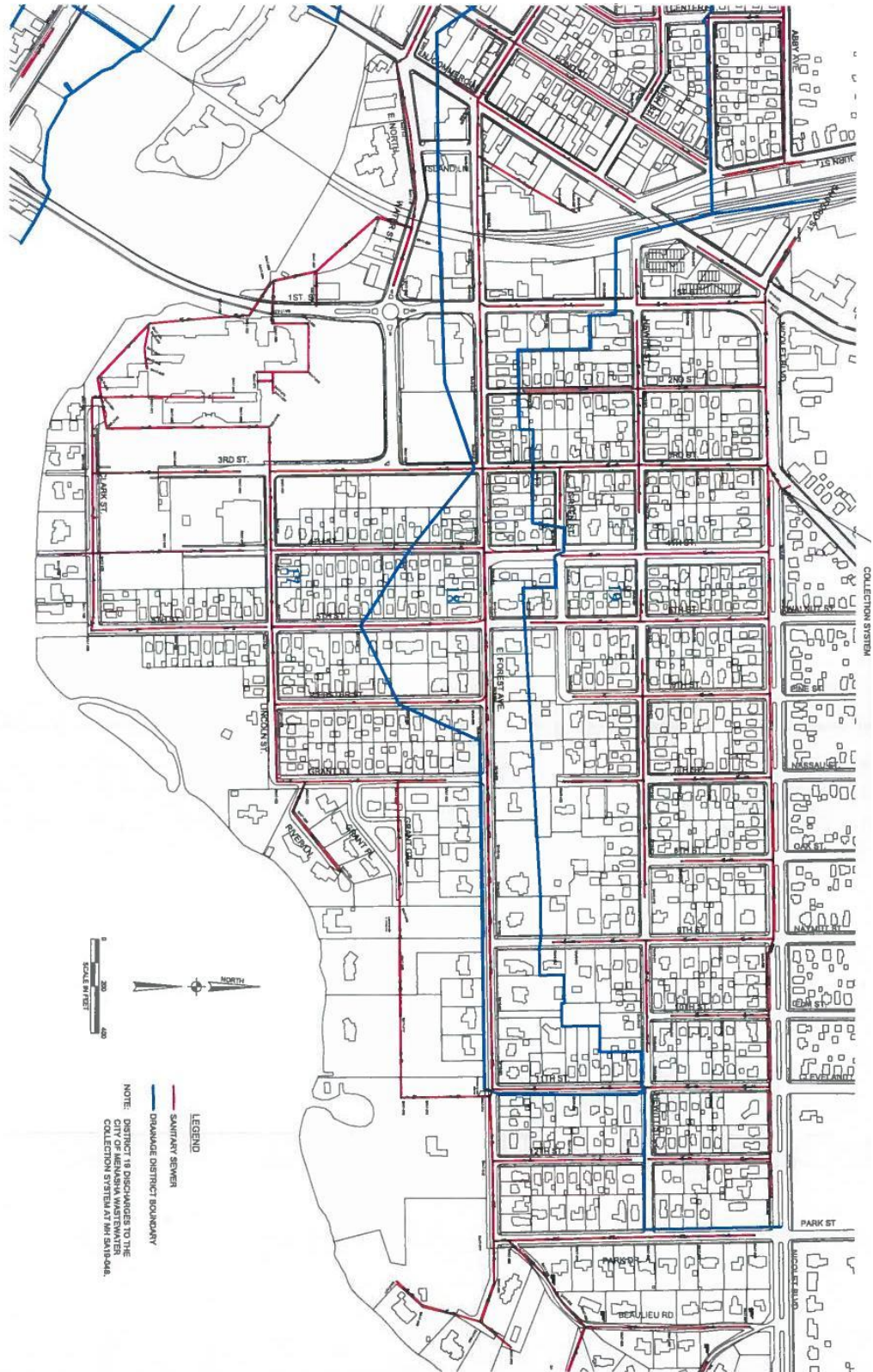
DRAFTED BY:  
 James G. Godlewski, City Attorney,  
 City of Neenah, 211 Walnut Street, Neenah, WI 54956

## **EXHIBITS**

**EXHIBIT A**  
Attachment 1  
Wastewater Collection System



**EXHIBIT A**  
**Attachment 2**  
**Neenah Sewer Service Area**





## EXHIBIT B

### Cost Reimbursement - 2017 NMSC Charges

2017 NMSC Charge Calculation															
Neenah - Menasha Waste Water Agreement															
Data Required:															
Menasha Waste Water Volume at NMSC															
Menasha Billed Water Volume															
Neenah Waste Water Volume at NMSC															
Neenah Billed Water Volume															
Billed Water Volume 318 Neenah Residents Discharging to Menasha															
Billed Water Volume 65 Menasha Residents Discharging to Neenah															
2017	NMSC					Neenah					Menasha				
	Flow (MGD)	BOD (lb)	TSS (lb)	BOD (mg/L)	TSS (mg/L)	Net Flow (MGD)	Net BOD (lb)	Net TSS (lb)	Net BOD (mg/L)	Net TSS (mg/L)	Net Flow (MGD)	Net BOD (lb)	Net TSS (lb)	Net BOD (mg/L)	Net TSS (mg/L)
Jan	341.073	651,813	442,980	229	156	175.224	248,079	193,948	170	133	75.248	46,576	105,329	74	168
Feb	161.308	198,746	165,281	148	123	161.308	198,746	165,281	148	123	68.370	62,491	87,949	110	154
Mar	464.737	583,108	489,396	150	126	252.920	207,991	208,113	99	99	107.699	13,157	100,388	15	112
April	470.288	578,307	531,465	147	135	247.478	210,546	215,396	102	104	118.520	22,778	129,651	23	131
May	402.396	654,011	516,573	195	154	215.560	220,950	209,949	123	117	103.071	96,039	114,407	112	133
June	391.808	617,099	653,926	189	200	202.707	227,976	273,567	135	162	105.552	-5,543	172,036	-6	195
July	146.153	229,217	244,107	188	200	146.153	229,217	244,107	188	200	83.609	64,658	168,624	93	242
Aug	241.831	619,141	583,166	307	289	117.719	241,482	253,347	246	258	68.276	76,605	165,586	134	291
Sept	218.065	612,278	524,803	336	288	103.839	225,400	200,252	260	231	61.066	74,424	162,923	146	320
Oct	240.279	589,482	537,351	294	268	117.041	213,575	200,451	219	205	64.107	54,420	182,004	102	340
Nov	209.108	674,863	488,015	387	280	99.639	252,395	192,446	304	231	50.828	52,852	146,761	125	346
Dec	210.629	708,877	513,779	403	292	99.341	276,290	209,385	333	253	49.952	55,984	124,598	134	299
<b>Total</b>	<b>3497.675</b>	<b>6,716,942</b>	<b>5,690,842</b>	<b>230</b>	<b>195</b>	<b>1938.929</b>	<b>2,752,647</b>	<b>2,566,242</b>	<b>170</b>	<b>159</b>	<b>956.298</b>	<b>614,441</b>	<b>1,660,256</b>	<b>77</b>	<b>208</b>
1	NMSC Menasha Net Wastewater:			956,298,000 gallons											
2	Menasha Billed Water <sup>1</sup> :			457,308,000 gallons											
3	Menasha Wastewater to Water Ratio:			2.091											
4	NMSC Neenah Net Wastewater:			1,938,929,000 gallons											
5	Neenah Billed Water <sup>1</sup> :			890,765,000 gallons											
6	Neenah Wastewater to Water Ratio:			2.177											
7	Menasha Water Customers to Neenah:			2,233,000 gallons											
8	Menasha Wastewater to Neenah:			4,669,530 gallons		(Line 3 x Line 7)									
9	Neenah Water Customers to Menasha:			11,708,300 gallons											
10	Neenah Wastewater to Menasha:			25,485,467 gallons		(Line 6 x Line 9)									
11	Neenah Share of Cross Flow:			20,815,937		(Line 10 - Line 8)									
12	Average NMSC Flow Unit Charge (per MGD):			\$ 301.32											
13	Flow Charge:			\$ 6,272.33		(Line 12 x Line 11 ÷ 1,000,000)									
14	2017 Average BOD Concentration at NMSC:			230 mg/L											
15	BOD:			39,975 lb		(Line 11 x Line 14 x 8.3453 ÷ 1,000,000)									
16	Average NMSC BOD Unit Charge (per lb):			\$ 0.2123											
17	BOD Charge:			\$ 8,484.69		(Line 15 x Line 16)									
18	2017 Average SS Concentration at NMSC:			195 mg/L											
19	SS:			33,868 lb		(Line 11 x Line 18 x 8.3453 ÷ 1,000,000)									
20	Average NMSC SS Unit Charge (per lb):			\$ 0.1961											
21	SS Charge:			\$ 6,639.87		(Line 19 x Line 20)									
22	2017 TOTAL CHARGE:			\$ 21,396.89		(Line 13 + Line 17 + Line 21)									

Note 1: PSCW Annual Report - Line 4, page 1 of Schedule W-15

## EXHIBIT C

### Cost Reimbursement – Operations, Maintenance, Replacement

NEENAH-MENASHA CROSS-JURISDICTION WASTEWATER FLOW AGREEMENT																	
Operation, Maintenance and Replacement Cost Calculation																	
TABLE C-1 ALLOCATION OF O&M COSTS FOR USE OF NEENAH SANITARY SEWER BY MENASHA SERVICE AREA																	
Note A: Annual O&M Cost:		\$ 523.05 per inch-diameter mile of sanitary sewer based on the City of Menasha Sewer Budget in 2010.															
Note B: Annual Replacement Cost:		\$ 200.00 per inch-diameter mile of sanitary sewer based on 80-year pipe life, total inch-diameter miles of pipe in Neenah and CAFR value of Neenah Collection System.															
Note C: The peak flow from the Menasha Sewer Service Area each year will be calculated using the water use in the Menasha Sewer Service Area and the peak wastewater flow/average water use ratio measured for the Neenah Sewer Service Area.																	
LOCATION	SEWER SECTION FROM MH TO MH	LENGTH (feet)	DIAMETER (inches)	SLOPE (ft/ft)	ROUGHNESS COEFFICIENT	CAPACITY (cfs)	(mgd)	VELOCITY (fps)	SEWER INCH-DIAM-MILES	ANNUAL O&M COST	ANNUAL REPLACEMENT COST	MENASHA FLOW (mgd)	MENASHA USE (%)	MENASHA O&M SHARE COST	MENASHA R SHARE COST	MENASHA O, M & R SHARE COST	
EASEMENT, SOUTH OF NMSC WWTP	2 2B	80	42	0.00100	0.015	27.57	17.82	2.87	0.636	\$ 332.85	\$ 127.27	0.20	1.12%	\$ 3.74	\$ 1.43	\$ 5.16	
EASEMENT, SOUTH OF NMSC WWTP	2B 2A	50	42	0.00100	0.015	27.57	17.82	2.87	0.398	\$ 208.03	\$ 79.55	0.20	1.12%	\$ 2.34	\$ 0.89	\$ 3.23	
EASEMENT, SOUTH OF NMSC WWTP	2A 4	290	42	0.00100	0.015	27.57	17.82	2.87	2.307	\$ 1,206.58	\$ 461.36	0.20	1.12%	\$ 13.54	\$ 5.18	\$ 18.72	
MATHEWSON STREET	4 5	220	36	0.00100	0.015	18.28	11.81	2.59	1.500	\$ 784.58	\$ 300.00	0.20	1.69%	\$ 13.28	\$ 5.08	\$ 18.36	
MATHEWSON STREET	5 5A	125	36	0.00100	0.015	18.28	11.81	2.59	0.852	\$ 445.78	\$ 170.45	0.20	1.69%	\$ 7.55	\$ 2.89	\$ 10.43	
MATHEWSON STREET	5A 7	90	36	0.00100	0.015	18.28	11.81	2.59	0.614	\$ 320.96	\$ 122.73	0.20	1.69%	\$ 5.43	\$ 2.08	\$ 7.51	
ABBY AVENUE	7 8	230	36	0.00100	0.015	18.28	11.81	2.59	1.568	\$ 820.24	\$ 313.64	0.20	1.69%	\$ 13.89	\$ 5.31	\$ 19.20	
ABBY AVENUE	8 9	200	36	0.00100	0.015	18.28	11.81	2.59	1.364	\$ 713.25	\$ 272.73	0.20	1.69%	\$ 12.07	\$ 4.62	\$ 16.69	
									9.239					\$ 71.84	\$ 27.47	\$ 99.31	
TABLE C-2 ALLOCATION OF O, M & R COSTS FOR USE OF MENASHA SANITARY SEWER BY NEENAH SERVICE AREA																	
Note A: Annual O&M Cost:		\$ 523.05 per inch-diameter mile of sanitary sewer based on the City of Menasha Sewer Budget in 2010.															
Note B: Annual Replacement Cost:		\$ 200.00 per inch-diameter mile of sanitary sewer based on 80-year pipe life, total inch-diameter miles of pipe in Neenah and CAFR value of Neenah Collection System.															
Note C: The peak flow from the Neenah Sewer Service Area each year will be used as the Neenah flow.																	
LOCATION	SEWER SECTION FROM MH TO MH	LENGTH (feet)	DIAMETER (inches)	SLOPE (ft/ft)	ROUGHNESS COEFFICIENT	CAPACITY (cfs)	(mgd)	VELOCITY (fps)	SEWER INCH-DIAM-MILES	ANNUAL O&M COST	ANNUAL REPLACEMENT COST	NEENAH FLOW (mgd)	NEENAH USE (%)	NEENAH O&M SHARE COST	NEENAH R SHARE COST	NEENAH O, M & R SHARE COST	
GARFIELD AVENUE - MATHEWSON ST TO LAWSON ST	2 24	305	30	0.02180	0.015	51.73	33.43	10.69	1.733	\$ 906.42	\$ 346.59	1.00	2.99%	\$ 27.11	\$ 10.37	\$ 37.48	
GARFIELD AVENUE - LAWSON ST TO THE EAST	24 25	180	30	0.015	0.015	51.73	33.43	10.69	1.023	\$ 534.94	\$ 204.55	1.00	2.99%	\$ 16.00	\$ 6.12	\$ 22.12	
GARFIELD AVENUE - EAST TOWARD RAILROAD ST	25 27	338	30	0.00260	0.015	18.13	11.72	3.69	1.920	\$ 1,004.49	\$ 384.09	1.00	8.53%	\$ 85.73	\$ 32.78	\$ 118.51	
GARFIELD AVENUE - EAST TOWARD RAILROAD ST	27 29	316	30	0.00272	0.015	18.54	11.98	3.78	1.795	\$ 939.11	\$ 359.09	1.00	8.35%	\$ 78.38	\$ 29.97	\$ 108.35	
GARFIELD AVENUE - RAILROAD ST TO THE EAST	29 31	168	30	0.00202	0.015	15.98	10.33	3.25	0.955	\$ 499.28	\$ 190.91	1.00	9.68%	\$ 48.34	\$ 18.49	\$ 66.83	
GARFIELD AVENUE - EAST TOWARD WASHINGTON ST	31 32	298	30	0.00255	0.015	17.95	11.60	3.66	1.693	\$ 885.62	\$ 338.64	1.00	8.62%	\$ 76.34	\$ 29.19	\$ 105.53	
GARFIELD AVENUE - EAST TOWARD WASHINGTON ST	32 33	267	30	0.00176	0.015	14.91	9.64	3.04	1.517	\$ 793.49	\$ 303.41	1.00	10.38%	\$ 82.35	\$ 31.49	\$ 113.83	
GARFIELD AVENUE - EAST TOWARD WASHINGTON ST	33 33A	153	30	0.00130	0.015	12.82	8.29	2.61	0.869	\$ 454.70	\$ 173.86	1.00	12.07%	\$ 54.88	\$ 20.98	\$ 75.87	
GARFIELD AT WASHINGTON ST	33A 33B	16	30	0.00625	0.015	28.10	18.16	5.73	0.091	\$ 47.55	\$ 18.18	1.00	5.51%	\$ 2.62	\$ 1.00	\$ 3.62	
GARFIELD AT WASHINGTON ST	33B 33D	53	30	0.00207	0.015	16.17	10.45	3.29	0.301	\$ 157.51	\$ 60.23	1.00	9.57%	\$ 15.07	\$ 5.76	\$ 20.84	
EASEMENT - FROM GARFIELD AV TO THE EAST	33D 35	326	30	0.00119	0.015	12.26	7.92	2.50	1.852	\$ 968.83	\$ 370.45	1.00	12.62%	\$ 122.28	\$ 46.76	\$ 169.03	
EASEMENT TO THE EAST ALONG THE FOX RIVER	35 36	153	30	0.00013	0.015	4.05	2.62	0.83	0.869	\$ 454.70	\$ 173.86	1.00	38.21%	\$ 173.72	\$ 66.43	\$ 240.15	
EASEMENT SOUTH OF FOX RIVER INTERCEPTOR SEWER	36 37	330	18	0.01452	0.015	10.97	7.09	6.21	1.125	\$ 588.43	\$ 225.00	1.00	14.11%	\$ 83.00	\$ 31.74	\$ 114.74	
EASEMENT SOUTH OF FOX RIVER INTERCEPTOR SEWER	37 38	84	18	0.02190	0.015	13.47	8.71	7.62	0.286	\$ 149.78	\$ 57.27	1.00	11.49%	\$ 17.21	\$ 6.58	\$ 23.79	
EASEMENT SOUTH OF FOX RIVER INTERCEPTOR SEWER	37 114	174	18	0.00471	0.015	6.25	4.04	3.54	0.593	\$ 310.26	\$ 118.64	1.00	24.76%	\$ 76.81	\$ 29.37	\$ 106.18	
									16.624					\$ 959.84	\$ 367.02	\$ 1,326.86	
<b>Net Charge to Neenah for Operation, Maintenance, Replacement:</b>		<b>\$ 1,227.55</b>															



## Memorandum

**Date:** September 12, 2018

**To:** Board of Public Works

**From:** Joshua Radomski – Public Works Director *JR*

**RE:** Sanitary Sewer Ordinance Changes

### **Background**

There will be two sanitary sewer ordinances brought before the Board of Public Works on Monday September 17, 2018. The first ordinance that will be brought forth is O-18-18, which allows the City to require individual property owners to repair a lateral that has significant issues (sags, cracks, infiltration) which can affect not only the individual homeowner but the sewer system as a whole. The City would give the property owners 30 days to repair their lateral and offer a deferred payment system similar to the deferred assessment process that the City offers for new street projects. The City currently notifies property owners of defects within the laterals, however without this ordinance in place; the property owner is not required to make the necessary repairs. This is an issue when we are installing new streets, with the knowledge that there is a possibility that the property owner may have to excavate into the new street to repair their sewer lateral. This ordinance will also outline a payment plan for the sanitary sewer work enforced by the Department of Public Works similar to the deferred assessment policy that is already in place.

The second ordinance that will be brought forth is O-19-18, which states that any industrial discharge permit holder must notify the Director of Public Works and the Sewerage Commission, not just the Sewerage Commission if there is an accidental discharge. This ordinance also allows us to charge for any expenses that the City incurs due to this discharge.

### **Fiscal Impact**

O-18-18 will utilize the \$90,000 of budgeted funds for Lateral Repair/Rehab/Reconstruction that is currently in the Sanitary Sewer budget to pay for the initial cost of the lateral repair. The fund will be made whole through the deferred payment plan that is being created.

O-19-18 will allow the City to recuperate any expenses caused by illicit discharges into the sanitary sewer system.

### **Recommendation**

Staff recommends that the Board of Public Works forward a recommendation to approve Ordinances O-18-18 and O-19-18 to the Common Council.



ORDINANCE O-18-18

AN ORDINANCE ADDING SECTIONS 9-3-16 (K) AND (L) OF THE SEWER UTILITY  
REGULATION ORDINANCE

Introduced by Alderman Langdon

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

**SECTION 1:** Creating Title 9, Chapter 3, SEC 9-3-16 (k) & (l) the Code of Ordinances of the City of Menasha, Wisconsin as follows:

**Title 9**  
Public Utilities  
**Chapter 3**  
Sewer Utility Regulations  
**Article A**  
General Regulations

...

**SEC. 9-3-16**

...

(k) If the condition of a sewer lateral is found to have major defects during the City's normal sewer inspection process, the owner shall repair or cause to be repaired the sewer lateral within 30 days of written notification from the Department of Public Works. If the owner does not repair the damaged lateral, the City shall repair the lateral at the owner's expense. Major defects include, but are not limited to:

- (1) Cracks greater than ¼" wide;
- (2) Offset joints of greater than ½";
- (3) Any location where ground is exposed;
- (4) Excessive infiltration of greater than an estimated 1 gallon per minute;
- (5) Holes in the pipe;
- (6) Severe sags in the pipe where greater than ½ of the pipe is full of water.

(l) Sewer Lateral Repair Program

- (1) Purpose. The City of Menasha finds it necessary and in the public interest to offer owners whose building sewer lateral is found to have major defects financial assistance in the form of an installment repayment plan in an effort to ensure sewer laterals are quickly repaired. Sewer laterals with major defects allow groundwater to illicitly enter the city sewer which can overwhelm the sanitary sewer system resulting in basement backups or sanitary sewer overflows. The infiltration of groundwater into the sanitary sewer system also leads to significant excess costs incurred by the City of Menasha from the Neenah Menasha Sewerage Commission. In addition, it is in the best interest of the City and resident to have all major defects within a sanitary sewer lateral repaired prior to any paving work being completed.

- (2) Application. Application and programs procedure details can be found at the Public Works Department at Menasha City Center, 100 Main Street, 2<sup>nd</sup> Floor. Two estimates from a licensed professional must accompany the application when it is filed.
- (3) Requirements. The program is available to property owners whose building sewer lateral has been identified by the Director of Public Works or designee to have major defects in need of immediate repair due to its detrimental effect on the City's sewer system or potential effect on upcoming paving projects.
- (4) Installment Repayment Plan. Under the installment repayment plan an amount up to Five Thousand Dollars (\$5,000.00) may be applied for to pay for building sewer lateral repair.
  - (1) Repayments less than or equal to Five Hundred Dollars (\$500.00) shall be paid to the City Treasurer without interest within thirty (30) days of billing.
  - (2) Repayments greater than Five Hundred Dollars (\$500.00) but less than or equal to Two Thousand Five Hundred Dollars (\$2,500.00) may be paid in five equal installments due and payable on or before November 1 commencing with the year during which the repair occurred and each November 1, thereafter, together with the interest as assigned. Interest shall accrue at the rate the City has borrowed the money plus 1% for administrative expenses. Alternatively, interest shall be set at a rate established by the Common Council.
  - (3) Repayments greater than Two Thousand Five Hundred Dollars (\$2,500.00) may be deferred for the initial five years after which the repair occurred. Thereafter repayment shall be made in five equal installments due and payable on or before November 1 commencing with the sixth year after the billing date for the repair and each November 1 thereafter, together with the interest as assigned. Interest shall accrue at the rate the City has borrowed the money plus 1% for administrative expenses. Alternatively interest shall be set at a rate established by the Common Council. The City Comptroller shall enter the first installment due on the subsequent year's tax roll as a special tax on the property on which the special assessment was levied, and thereafter this tax shall be treated in all respects as any other City tax, and one of the subsequent installments shall be included in like manner and with like effect in each of the annual tax rolls thereafter until all are collected.
  - (4) If any installment so entered in the tax roll shall not be paid to the City Treasurer with the other taxes it shall be returned to the county as delinquent and accepted and collected by the county in the same manner delinquent general taxes on real estate.

**SECTION 2:** This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

Recommended by: _____  Motion/Second: _____  Vote: _____  Pass/Fail: _____ Requires:    ___ Majority Vote ___ 2/3 Vote
--

\_\_\_\_\_  
 Donald Merkes, Mayor  
 ATTEST:  
 \_\_\_\_\_  
 Deborah A. Galeazzi, City Clerk



ORDINANCE O-19-18

AN ORDINANCE MODIFYING SECTION 9-3-34 OF THE SEWER UTILITY REGULATION  
ORDINANCE

Introduced by Alderman Langdon

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

**SECTION 1:** Modify Title 9, Chapter 3, SEC 9-3-34 (b) the Code of Ordinances of the City of Menasha, Wisconsin as follows:

**Title 9**  
Public Utilities  
**Chapter 3**  
Sewer Utility Regulations  
**Article B**  
Industrial Pretreatment

**SEC. 9-3-34**

...

(b) **NOTIFICATION OF ACCIDENTAL DISCHARGE.** Each discharger shall immediately notify the Commission and Director of Public Works upon the occurrence of any slugload or accidental discharge of substances prohibited by these rules and regulations. Such notification shall include information regarding the location of the discharge, the date and time thereof, the type of waste, the concentration and volume and all corrective actions taken. Any discharger who discharges a slugload of prohibited materials shall be liable for any expense, loss or damage to the POTW resulting therefrom, in addition to the amount of any fines imposed by the Commission (or on the Commission) or by the municipality as the result thereof under local, state or federal law. Within five (5) days of the date of occurrence, the discharger shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the discharger to prevent similar future occurrences.

(c) **SIGNS.** Prominent signs shall be permanently posted in conspicuous places on discharger's premises, advising employees to immediately call the Commission and Director of Public Works in the event of a slugload or accidental discharge. No less frequently than annually, every discharger shall instruct all of its employees who are in a position to cause or discover such a discharge as to the aforesaid immediate notification obligation.

**SECTION 3:** This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

Recommended by:  
\_\_\_\_\_  
Motion/Second:  
\_\_\_\_\_  
Vote: \_\_\_\_\_  
Pass/Fail: \_\_\_\_\_  
Requires:    \_\_ Majority Vote  
              \_\_ 2/3 Vote

\_\_\_\_\_  
Donald Merkes, Mayor  
ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

# Certificate of Payment

Date: 9/13/2018

Payment Request: 2 (Two)

Contractor: MCC, Inc.

Address: 2600 Roemer Rd / PO Box 1137, Appleton, WI 54912-1137

Contract Unit No.: City of Menash Street Construction Unit No. 2018-02

Project Description: Street Improvement Project Contract Unit No. 2018-02

	<b>Original Contract Amount:</b>		\$ 866,843.28
<b>Change Order 1:</b>	<b>Total Change Orders:</b>		\$ -
<b>Change Order 2:</b>	<b>Total Contract Amount (Including Change Orders):</b>		\$ 866,843.28
<b>Change Order 3:</b>	<b>Total Earned to Date (Summary Attached):</b>		\$ 281,222.57
<b>Change Order 4:</b>	<b>Less Retainage:</b> 5.0%		\$ 14,061.13
	<b>Amount Due:</b>		\$ 267,161.44

<b>Payment 1</b>	\$ 140,808.06
<b>Payment 2</b>	
<b>Payment 3</b>	
<b>Payment 4</b>	
<b>Payment 5</b>	
<b>Payment 6</b>	
<b>Payment 7</b>	
<b>Current Payment</b>	<b>\$ 126,353.38</b>

I certify that all bills for labor, equipment, materials and services are paid for which previous certificates for payment were issued.  
(Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment.)

Date: \_\_\_\_\_ BY: \_\_\_\_\_

**Recommended for Payment**

Josh Radomski, Director of Public Works: \_\_\_\_\_

Common Council Approval Date: \_\_\_\_\_

**Finance Department**

Account Number	Amount



Itemized Bid Tabulation						
City of Menasha Contract Unit No. 2018-02						
New Street Construction, Sidewalk Construction and Reconstruction - Various Streets						
Item	Quantity	Description			Payment #2	
			Base Bid	Unit Price	Item Total	Quantity
1	13,432	Pavement / Base Puvverizing	\$ 1.08	\$ 14,506.56	\$ 6,716.00	\$ 7,253.28
2	1,657	Unclassified Excavation	\$ 9.91	\$ 16,420.87	\$ 250.00	\$ 2,477.50
3	250	Pulverized Stone Placement	\$ 9.55	\$ 2,387.50	\$ 125.00	\$ 1,193.75
4	12,996	Fine Grading and Compacation	\$ 1.37	\$ 17,804.52	\$ -	\$ -
5	8,820	30" Concrete Curb & Gutter	\$ 11.63	\$ 102,576.60	\$ 5,228.00	\$ 60,801.64
6	58	30" Concrete Curb & Gutttter Remove & Replace	\$ 50.59	\$ 2,934.22	\$ -	\$ -
7	7,370	No. 4 Epoxy Coated Rebar	\$ 1.20	\$ 8,844.00	\$ 2,445.00	\$ 2,934.00
8	66	Utility Adjustment	\$ 446.29	\$ 29,455.14	\$ 17.00	\$ 7,586.93
9	20	Water Valve Adjustment	\$ 33.90	\$ 678.00	\$ -	\$ -
10	317	Sawcut	\$ 2.15	\$ 681.55	\$ -	\$ -
11	1,637	Asphalt Binder Course Pavement 2 1/4" Thick	\$ 50.94	\$ 83,388.78	\$ -	\$ -
12	1,312	Ashalt Surface Course Pavement 1 3/4" Thick	\$ 57.93	\$ 76,004.16	\$ -	\$ -
13	21,500	4: Thick Concrete Sidewalk	\$ 4.90	\$ 105,350.00	\$ -	\$ -
14	16,945	6" Thick Concrete Sidewalk, handicap Ramp, Driveway or Apron	\$ 5.70	\$ 96,586.50	\$ 5,649.86	\$ 32,204.20
15	8,440	Lawn and Terrace Restoration	\$ 4.66	\$ 39,330.40	\$ -	\$ -
16	1	Temporary Mailboxes / Install Concrete Base & RE-Install Cluster	\$ 1,501.03	\$ 1,501.03	\$ 0.25	\$ 375.26
17	1	Erosion Control	\$ 1,320.00	\$ 1,320.00	\$ 0.25	\$ 330.00
18	1	Traffic Control	\$ 3,250.00	\$ 3,250.00	\$ 0.25	\$ 812.50
19	1	Lump Sump	\$ 4,421.06	\$ 4,421.06	\$ 0.25	\$ 1,105.27
		<b>Total for The Ponds of Menasha</b>		<b>\$ 607,440.89</b>		<b>\$ 117,074.32</b>
20	13,001	Pavement / Base Puvverizing	\$ 0.48	\$ 6,240.48	\$ 13,001.00	\$ 6,240.48
21	1,504	Unclassified Excavation	\$ 11.18	\$ 16,814.72	\$ 1,504.00	\$ 16,814.72
22	237	Excavation Below Subgrade	\$ 19.47	\$ 4,614.39	\$ 237.00	\$ 4,614.39
23	119	3" Crushed Stone Placement	\$ 37.41	\$ 4,451.79	\$ 119.00	\$ 4,451.79
24	119	Pulverized Stone Placement	\$ 7.16	\$ 852.04	\$ 119.00	\$ 852.04
25	13,712	Fine Grading and Compacation	\$ 1.30	\$ 17,825.60	\$ 10,134.00	\$ 13,174.20
26	20	Utility Adjustment	\$ 442.89	\$ 8,857.80	\$ 10.00	\$ 4,428.90
27	7	Water Valve Adjustment	\$ 33.90	\$ 237.30	\$ -	\$ -
28	548	Sawcut	\$ 2.16	\$ 1,183.68	\$ 447.50	\$ 966.60
29	1,053	Asphalt Binder Course Pavement 2 1/4" Thick	\$ 50.94	\$ 53,639.82	\$ 1,067.84	\$ 54,395.77
30	818	Ashpalt Surface Course Pavement 1 3/4" Thick	\$ 59.91	\$ 49,006.38	\$ 834.03	\$ 49,966.74
31	962	Asphalt Binder Course Pavement 3" Thick	\$ 51.75	\$ 49,783.50	\$ -	\$ -
32	641	Asphalt Surface Course Pavement 2" Thick	\$ 58.61	\$ 37,569.01	\$ -	\$ -
33	1	Erosion Control	\$ 1,408.00	\$ 1,408.00	\$ 0.99	\$ 1,393.92
34	1	Traffic Control	\$ 3,250.00	\$ 3,250.00	\$ 0.99	\$ 3,217.50
35	1	Lump Sump	\$ 3,667.88	\$ 3,667.88	\$ 0.99	\$ 3,631.20
		<b>Total for Various Streets</b>		<b>\$ 259,402.39</b>		<b>\$ 164,148.25</b>
<b>Total Base Bid (Items 1 - 35)</b>				<b>\$ 866,843.28</b>		<b>\$ 281,222.57</b>



**MEMORANDUM**

To: Plan Commission  
From: Community Development Department/JS  
Date: September 11, 2018  
Re: **CSM ROW Dedication – 600 Lake Park Rd (7-01700-03), 620 Lake Park Rd (7-01700-04), 730 Lake Park Rd (7-01700-05 and 7-01700-06), and parcel 7-01700-02.**

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Menasha Public Works is requesting approval of a Certified Survey Map (CSM) to accept the right-of-way dedication from a number of parcels along the noted future Community Way extension, extending from Lake Park Road to Chrystella Drive.

Since the incorporation of Village of Harrison, future plans of connecting roadways from the Lake Park Road to the Kernan Avenue area have been stalled. Due to this unknown, the City is proposing a secondary access point into the residential subdivisions known as Lake Park Villas and the Ponds. This secondary access point will not only alleviate some traffic through Villas Way but also act as a second access point into this large residential area for emergency purposes. In addition, the new road will make a number of publically owned commercial lots more marketable as it will provide direct access to a public right-of-way in addition to adding increased traffic flow past existing businesses. The initial start of Community Way off of Lake Park Road was installed in 2017. The proposed extension for the construction of Community Way is expected to begin this year and be completed by the end of next summer 2019.

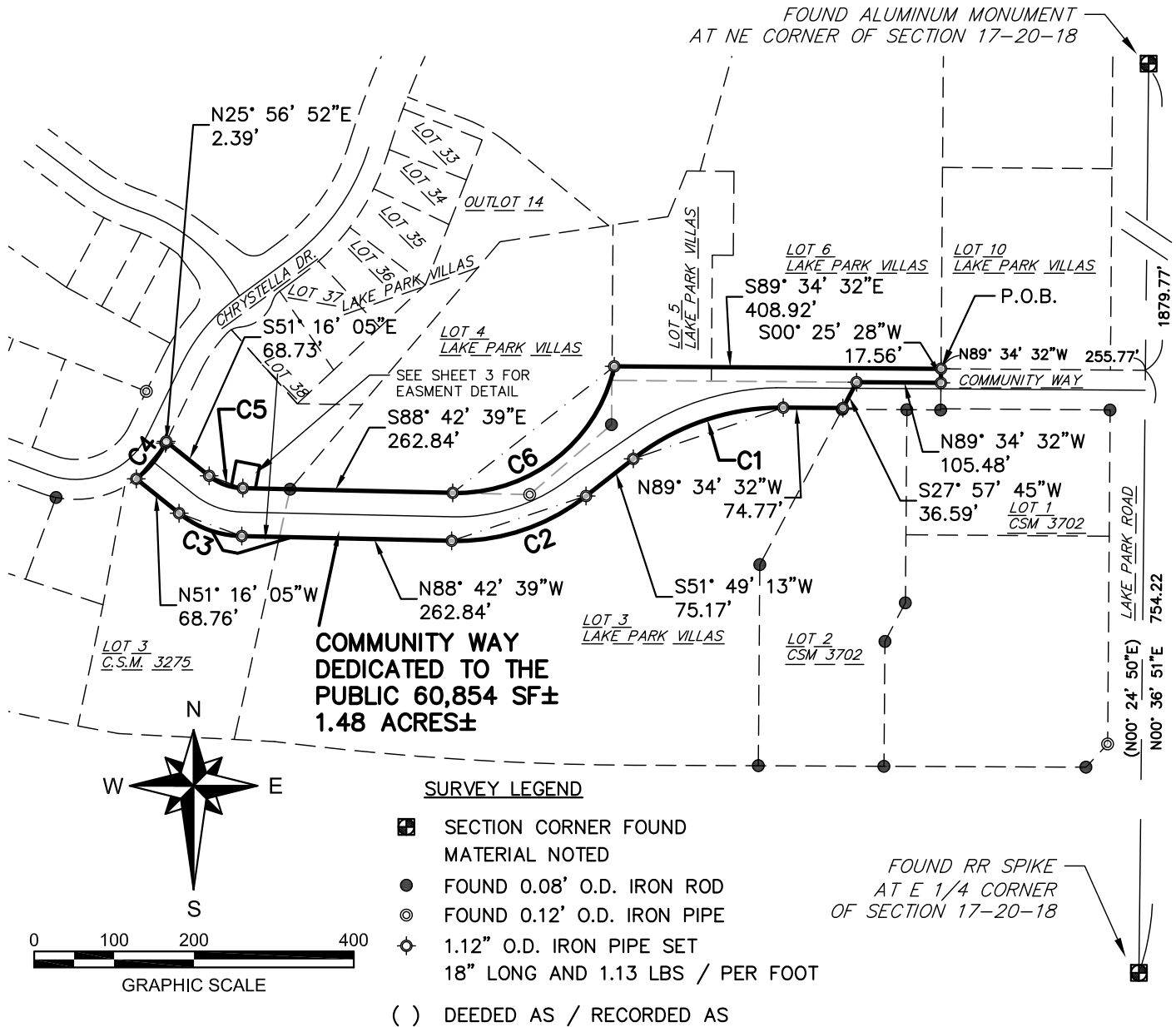
With the exception to Lot 3 of CSM 3275 or parcel 7-01700-02 zoned PUD, all of the remaining effected lots are zoned General Commercial District (C-1), which allows for a variety of commercial uses. The dedication of the ROW does not negatively impact the size, setbacks, and dimension requirements for any of the lots. All lots will still be buildable as previously designed and meet current zoning regulations within the C-1 district. Furthermore, the proposed CSM will not create any zoning nonconformities and is consistent with the City of Menasha Comprehensive Plan.

**Staff Recommendation**

Staff recommends approval of the proposed certified survey map as presented to accept right-of-way dedication for the future Community Way extension from 600 Lake Park Rd (7-01700-03), 620 Lake Park Rd (7-01700-04), 730 Lake Park Rd (7-01700-05), 730 Lake Park Rd (7-01700-06) and parcel 7-01700-02.

# CERTIFIED SURVEY MAP - \_\_\_\_\_

BEING PART OF LOTS 3, 4, 5, AND 6, OF LAKE PARK VILLAS, AND PART OF LOT 3 CSM 3275, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN



CURVE TABLE								
CURVE #	RADIUS	DELTA	CHORD	CHORD BRG.	ARC	TANGENT	TANGENT BRG. IN	TANGENT BRG. OUT
C1	300.00'	38°36'15"	198.33	S71° 07' 20"W	202.13'	105.07'	N89° 34' 32"W	S51° 49' 13"W
C2	262.50'	39°28'08"	177.27	S71° 33' 17"W	180.83'	94.17'	S51° 49' 13"W	N88° 42' 39"W
C3	130.00'	37°26'35"	83.45'	N69° 59' 22"W	84.96'	44.06'	N88° 42' 39"W	N51° 16' 05"W
C4	125.00'	26°40'26"	57.67'	N39° 16' 52"E	58.20'	29.63'	N52° 37' 05"E	N25° 56' 39"E
C5	70.00'	37°26'35"	44.94'	S69° 59' 22"E	45.75'	23.72'	S51° 16' 05"E	S88° 42' 39"E
C6	202.50'	78°41'52"	256.79'	N51° 56' 25"E	278.14'	166.03'	S88° 42' 39"E	N12° 35' 29"E

BEARINGS REFERENCED TO THE EAST LINE OF THE NE 1/4 SEC. 17-20-18 ASSUMED TO BEAR N00°36'51"E

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188  
262-547-5733

**OWNER/SUBDIVIDER:**  
City of Menasha  
100 Main St. Suite 200  
Menasha, WI 54952  
Ph. 920-967-3600

Chris Ruetten, P.L.S. 2942

Dated this 12th day of Sept., 2018



THIS INSTRUMENT WAS DRAFTED BY CHRIS RUETTEN, PLS

SHEET 1 OF 5

G:\C30\_2018\8285\_City of Menasha\10010 Community Way Extension\dwg\CSM\CWE\_CSM.dwg

# CERTIFIED SURVEY MAP - \_\_\_\_\_

BEING PART OF LOTS 3, 4, 5, AND 6, OF LAKE PARK VILLAS, AND PART OF LOT 3 CSM 3275, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }  
COUNTY OF WAUKESHA } SS

I, Chris Ruetten, Ruekert & Mielke, Inc., Professional Land Surveyor, do hereby certify that at the direction of the Owner(s), that I have surveyed, divided and mapped lands being part of lots 3, 4, 5, and 6, of Lake Park Villas, and part of Lot 3 CSM 3275, all located in the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Northeast 1/4 of Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin, bounded and described as follows:

Commencing at East Quarter Corner of the aforesaid Northeast 1/4 of Section 17; thence N00°36'51"E along the East line of said Northeast 1/4 of Section 17, 754.22 feet; thence N89°34'32"W along the North line of Community Way and it's Easterly extension, 255.77 feet to the POINT OF BEGINNING; thence S00°25'28"W, 17.56 feet to the North line of lands dedicated for Community Way by CSM 3702; thence along said North line N89°34'32"W, 105.48 feet; thence along said lands S27°57'45"W, 36.59 feet; thence N89°34'32"W, 74.77 feet to a curve; thence along a curve to the left 202.13 feet, having a radius of 300.00 feet, and a central angle of 38°36'15"; thence S51°49'13"W, 75.17 feet to a curve; thence along a curve to the right 180.83 feet, having a radius of 262.50 feet, and a central angle of 39°28'08"; thence N88°42'39"W 262.84 feet to a curve; thence along a curve to the right 84.96 feet, having a radius of 130.00 feet, and a central angle of 37°26'35"; thence N51°16'05"W, 68.76 feet to the Easterly line of Chrystella Dr.; thence along said Easterly line and arc of curve to the left 58.20 feet, having a radius of 125.00 feet, a central angle of 26°40'46", and a chord bearing N39°16'52"E for 57.67 feet; thence along the Easterly line of Chrystella Dr. N225°56'52"E, 2.39 feet; thence S51°16'05"E, 68.73 feet to a curve; thence along a curve to the left 45.75 feet, having a radius of 70.00 feet, and a central angle of 37°26'35"; thence S88°42'39"E, 262.84 feet to a curve; thence along a curve to the left 278.14 feet, having a radius of 202.50 feet, and a central angle of 78°41'52"; thence S89°34'32"E, 408.92 feet to the POINT OF BEGINNING. Containing 1.48 acres (60,854 Sq. Ft.) more or less of land. Subject to covenants, conditions, restrictions and easements of record.

That we have made this survey, land division and map by the direction of The City of Menasha.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the division thereof made.

That we have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Menasha ordinances in surveying, dividing and mapping of same.

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188  
262-547-5733

**OWNER/SUBDIVIDER:**  
City of Menasha  
100 Main St. Suite 200  
Menasha, WI 54952  
Ph. 920-967-3600

\_\_\_\_\_  
Chris Ruetten, P.L.S. 2942

Dated this 12th day of Sept., 2018

 **Ruekert • Mielke**  
www.ruekertmielke.com

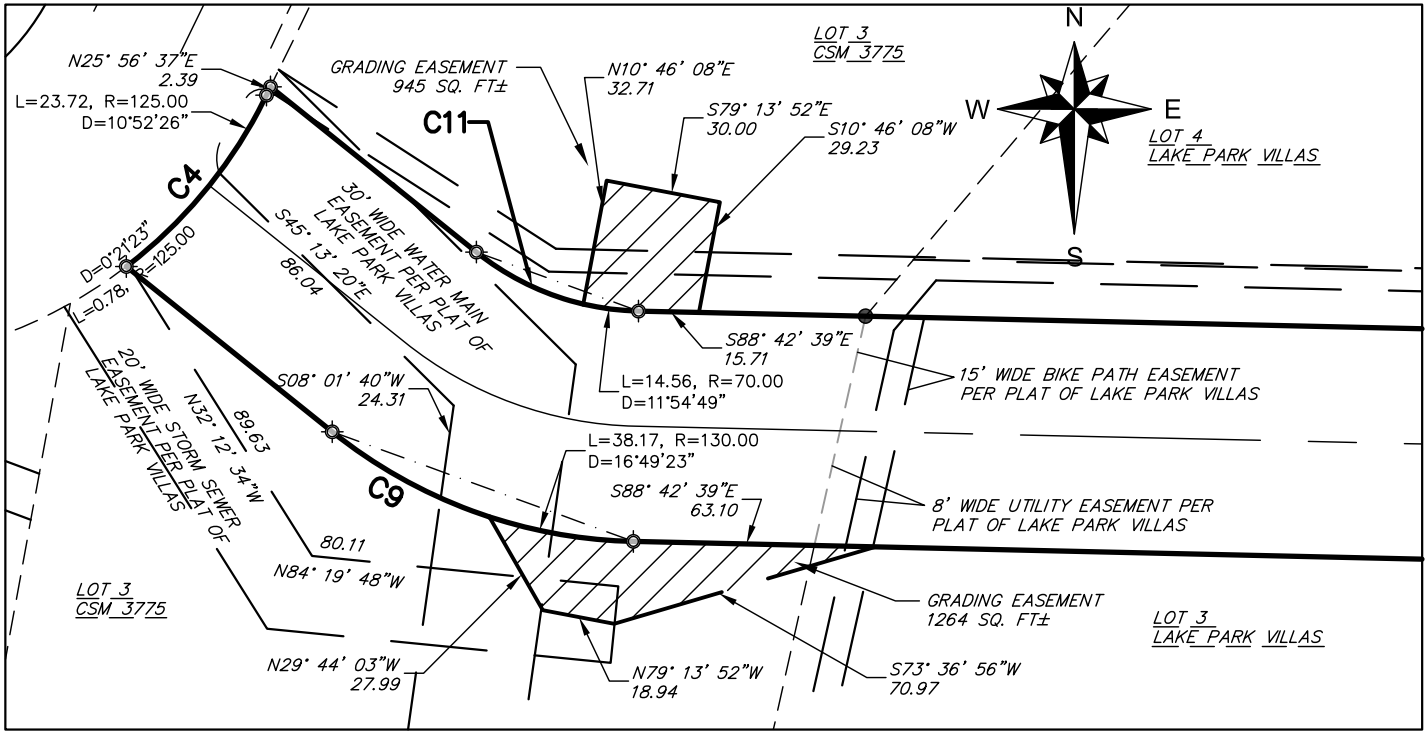
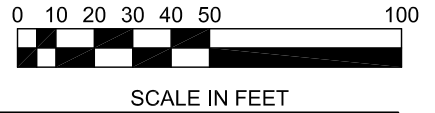
THIS INSTRUMENT WAS DRAFTED BY CHRIS RUETTEN, PLS

SHEET 2 OF 5

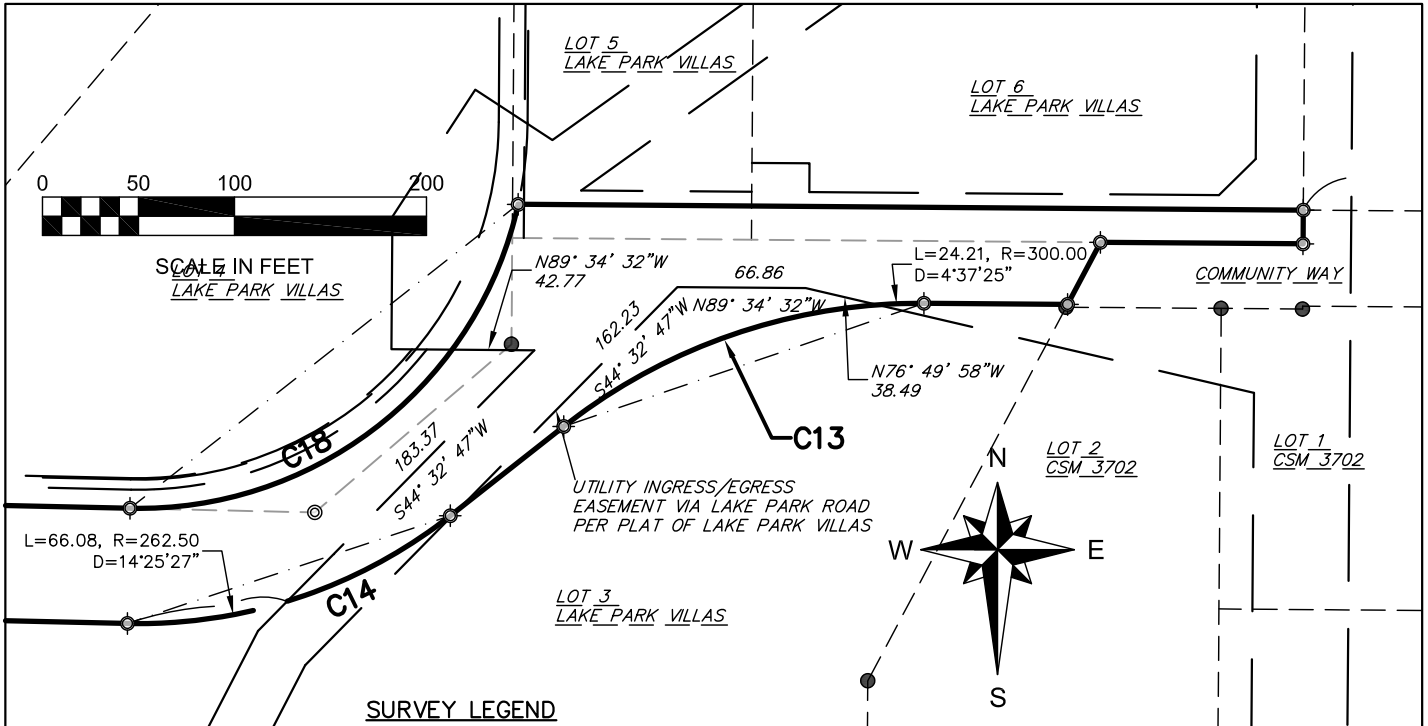
# CERTIFIED SURVEY MAP -

BEING PART OF LOTS 3, 4, 5, AND 6, OF LAKE PARK VILLAS, AND PART OF LOT 3 CSM 3275, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

EASEMENT DETAIL WEST  
50 SCALE



EASEMENT DETAIL EAST  
100 SCALE



**SURVEY LEGEND**

- FOUND 0.08' O.D. IRON ROD
- ⊙ FOUND 0.12' O.D. IRON PIPE
- ⊕ 1.12" O.D. IRON PIPE SET  
18" LONG AND 1.13 LBS / PER FOOT

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188  
262-547-5733

**OWNER/SUBDIVIDER:**  
City of Menasha  
100 Main St. Suite 200  
Menasha, WI 54952  
Ph. 920-967-3600

Chris Ruetten, P.L.S. 2942

Dated this 12th day of Sept., 2018



**CERTIFIED SURVEY MAP - \_\_\_\_\_**

BEING PART OF LOTS 3, 4, 5, AND 6, OF LAKE PARK VILLAS, AND PART OF LOT 3 CSM 3275, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

**MUNICIPAL OWNER'S CERTIFICATE**

The CITY OF MENASHA, a Wisconsin municipal corporation created and existing under and by virtue of the laws of the State of Wisconsin, as owner, also with The Redevelopment Authority of the City of Menasha, as owner, does hereby certify that said municipal corporations caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented hereon. The City of Menasha, and The Redevelopment Authority of the City of Menasha, does further certify that this Certified Survey Map is required by S.236.34 of the State Statutes to be submitted to the City of Menasha, for approval or objection:

IN WITNESS WHEREOF the said CITY OF MENASHA, has caused these presents to be signed by Donald Merkes, its Mayor, and Deborah Galeazzi, its clerk, at Menasha Wisconsin, and its company seal to be hereunto affixed on this \_\_\_ day of \_\_\_\_\_, 2018.

City of Menasha

By: Donald Merkes, Mayor, City of Menasha

By: Deborah Galeazzi, Clerk, City of Menasha

City of Menasha Redevelopment Authority

By: Phillip Vanderhyden, Chairman of City of Menasha Redevelopment Authority

The execution of this Certified Survey Map by the city of Menasha is authorized by Resolution Enactment Number \_\_\_\_\_, adopted by the Common Council of the City of Menasha on the \_\_\_\_ day of \_\_\_\_\_, 2018.

STATE OF WISCONSIN )  
CALUMET COUNTY ) SS

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above named Donald Merkes and Deborah Galeazzi to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission Expires/is Permanent: \_\_\_\_\_

**CITY OF MENASHA COMMON COUNCIL CERTIFICATE**

Resolved that this Certified Survey Map located in the City of Menasha was hereby approved by the Common Council of the City of Menasha by Resolution Number \_\_\_\_\_, adopted on the \_\_\_\_ day of \_\_\_\_\_, 2018; that said Resolution provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the City of Mensha for public use.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

Signed: \_\_\_\_\_  
Donald Merkes, Mayor, City of Menasha, Calumet County, Wisconsin

Signed: \_\_\_\_\_  
Deborah Galeazzi, Clerk, City of Menasha, Calumet County, Wisconsin

**TREASURERS' CERTIFICATE**

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
City Treasurer

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Treasurer

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188  
262-547-5733

**OWNER/SUBDIVIDER:**  
City of Menasha  
100 Main St. Suite 200  
Menasha, WI 54952  
Ph. 920-967-3600

Chris Ruetten, P.L.S. 2942

Dated this 12th day of Sept., 2018



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**CERTIFIED SURVEY MAP - \_\_\_\_\_**

BEING PART OF LOTS 3, 4, 5, AND 6, OF LAKE PARK VILLAS, AND PART OF LOT 3 CSM 3275, ALL LOCATED IN THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

**CORPORATE OWNER'S CERTIFICATE**

Bergstrom Investments, LLC, and Lake Park Swim & Fitness, LLC, a Wisconsin Limited Liability Companies duly organized and existing under and by virtue of the laws of the State of , as owner(s), does hereby certify that said Companies, caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map.

Bergstrom Investments, LLC, and Lake Park Swim & Fitness, LLC, does further certify that this Certified Survey Map is to be submitted to the following for approval or objection:

(City of Menasha)

WITNESS the hand and seal of said owner(s) this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_ .

In the presence of:

_____	_____	_____
Margaret M. Collins	Felicia Christianson	Roland G. Stephenson
_____	_____	_____
Jane E. Diaz	Joeseoph F. Franzoi IV	Phillip K. Vanderhyden
_____	_____	_____
Paul O. Gehl	Richard Schinke Jr.	

STATE OF WISCONSIN } SS  
COUNTY OF \_\_\_\_\_ }  
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_ , \_\_\_\_\_ of the above named Lake Park Swim & Fitness, LLC, to me known to be the such \_\_\_\_\_ of said Lake Park Swim & Fitness, LLC, and acknowledged that they executed the foregoing instrument as such officer(s) of the deed of said Lake Park Swim & Fitness, LLC, by its authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin

My Commission Expires \_\_\_\_\_

**CONSENT OF MORTGAGEE**

State Bank of Chilton, duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map, and does hereby consent to the above certificate of Lake Park Swim & Fitness, LLC, owner(s).

IN WITNESS WHEREOF, the said State Bank of Chilton has caused these

presents to be signed by the following on this \_\_\_\_\_ day of \_\_\_\_\_ ,

20 \_\_ :

_____	_____
Name, Title	Seal
_____	_____
Name, Title	Seal

STATE OF WISCONSIN } SS  
COUNTY OF \_\_\_\_\_ }

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_ , \_\_\_\_\_ of the above named State Bank of Chilton, to me known to be the such \_\_\_\_\_ of said State Bank of Chilton, and acknowledged that they executed the foregoing instrument as such officer(s) of the above mortgage.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin

My Commission Expires \_\_\_\_\_

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188  
262-547-5733

**OWNER/SUBDIVIDER:**  
City of Menasha  
100 Main St. Suite 200  
Menasha, WI 54952  
Ph. 920-967-3600

\_\_\_\_\_  
Chris Ruetten, P.L.S. 2942

Dated this 12th day of Sept., 2018



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**MEMORANDUM**

To: Plan Commission

From: Community Development Department/JS

Date: September 11, 2018

Re: **CSM ROW Acquisition – 3002 Villa Way (7-01772-04) and 2952 Villa Way (7-01772-05)**

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Menasha Public Works has requests approval of a Certified Survey Map (CSM) to acquire certain right-of-way from two residential parcels located off of Villa Way. As noted in the original Ponds of Menasha Plat this area was shown as “Reserved for Future Road” to allow the extension of Lotus Trail to the north. Lotus Trail would eventually be extended and anticipated to connect to Tana Court and Winnipeg Street. This linkage would provide a vital connection between these two subdivisions and allow for continued development of desirable residential lots.

The two adjoining lots are both zoned Planned Unit Development (PUD). Both lots are currently occupied and used as a single family lot. During approval and construction these homes were setback 25 feet from the future right-of-way line as indicated on the original plat.

Due to the reservation of this road right-of-way, this acquisition does not negatively impact the size, setbacks, and dimension requirements for any of the lots. All lots will meet current zoning regulations within the PUD District. Furthermore, the proposed CSM will not create any zoning nonconformities and is consistent with the City of Menasha Comprehensive Plan.

**Staff Recommendation**

Staff recommends approval of the proposed certified survey map as presented dedicating right-of-way for the future Lotus Trail extension as indicated within the original Ponds of Menasha Plat from Lot 5 – 3002 Villa Way (parcel 7-01772-04) and Lot 6 – 2952 Villa Way (parcel 7-01772-05).



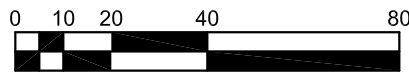
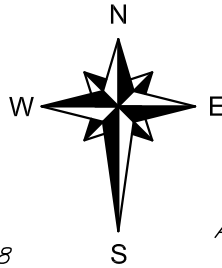
# CERTIFIED SURVEY MAP - \_\_\_\_\_

BEING PART OF LOTS 5, 6 OF THE PONDS OF MENASHA, ALL LOCATED IN THE NORTHWEST 1/4, OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

**SURVEY LEGEND**

- SECTION CORNER FOUND MATERIAL NOTED
- FOUND 0.08' O.D. IRON ROD
- ⊙ FOUND 0.12' O.D. IRON PIPE
- ( ) DEEDED AS / RECORDED AS

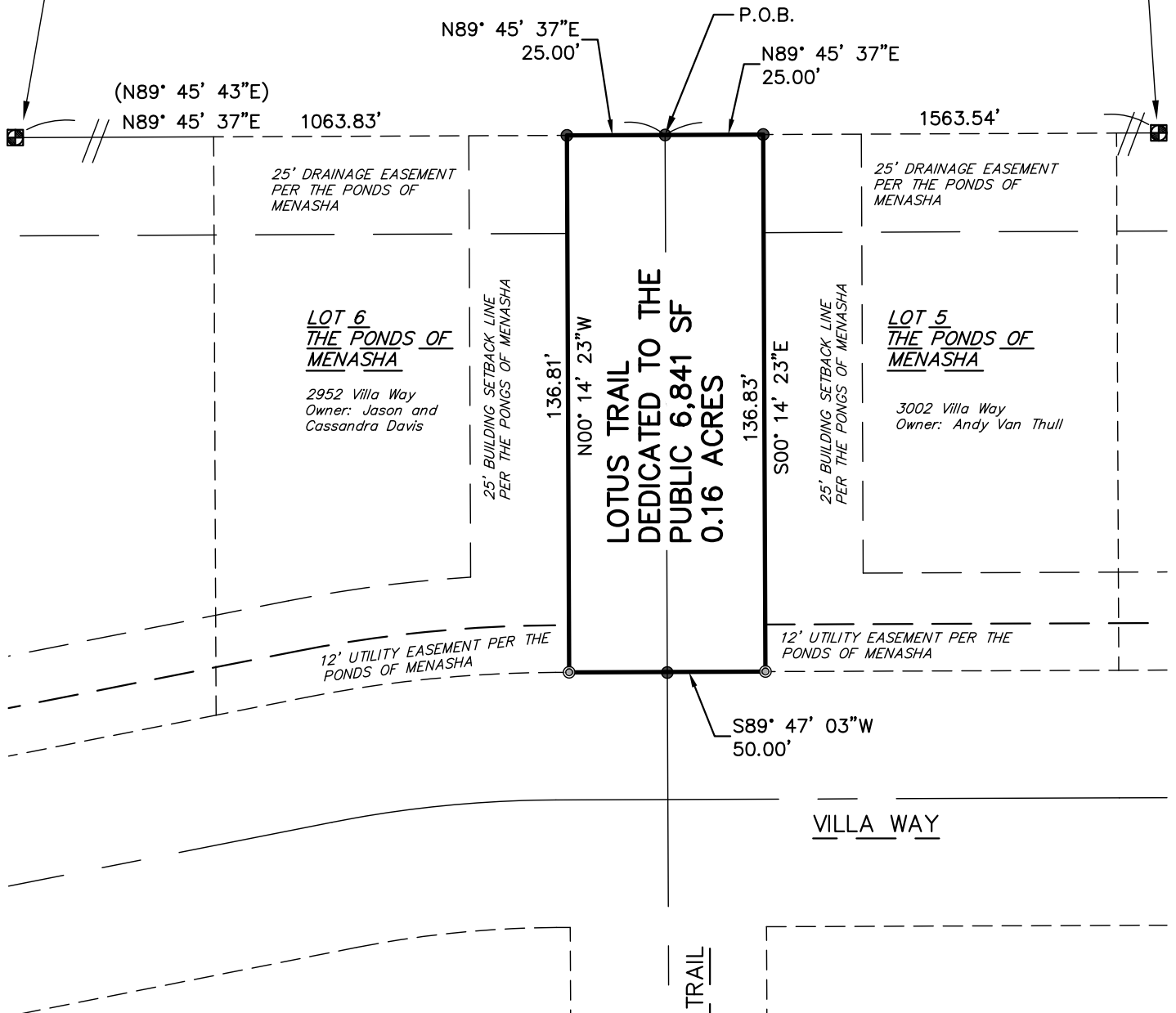
BEARINGS REFERENCED TO THE NORTH LINE OF THE NE 1/4 SEC. 17-20-18 ASSUMED TO BEAR N89°45'37"E



SCALE IN FEET

FOUND CUT STONE MONUMENT AT NORTH 1/4 CORNER OF SECTION 17-20-18

FOUND ALUMINUM MONUMENT AT NE CORNER OF SECTION 17-20-18



G:\C30\_2018\8285\_City of Menasha\10010 Community Way Extension\dwg\CSM\LT\_CSM.dwg

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188  
262-547-5733

**OWNER/SUBDIVIDER:**  
City of Menasha  
100 Main St. Suite 200  
Menasha, WI 54952  
Ph. 920-967-3600

Chris Ruetten, P.L.S. 2942

Dated this 12th day of Sept., 2018



**CERTIFIED SURVEY MAP - \_\_\_\_\_**

BEING PART OF LOTS 5, 6 OF THE PONDS OF MENASHA, ALL LOCATED IN THE NORTHWEST 1/4, OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

**SURVEYOR'S CERTIFICATE**

STATE OF WISCONSIN }  
COUNTY OF WAUKESHA } SS

I, Chris Ruetten, Ruekert & Mielke, Inc., Professional Land Surveyor, do hereby certify that at the direction of the Owner(s), that I have surveyed, divided and mapped lands being part of Lots 5, 6 of The Ponds of Menasha, all located in the Northwest 1/4, of the Northeast 1/4 of Section 17, Township 20 North, Range 18 East, City of Menasha, Calumet County, Wisconsin bounded and described as follows:

Commencing at North Quarter Corner of the aforesaid Northeast 1/4 of Section 17; thence N89°45'37"E along the North line of said Northeast 1/4 of Section 17, 1063.83 feet to the Northeast corner of said Lot 6 and the POINT OF BEGINNING; thence N89°45'37"E along the North line of said Northeast 1/4, 25.00 feet; thence S00°14'23"E, 136.83 feet to the North line of Villa Way; thence S89°47'03"W, along the North line of Villa Way, 50.00 feet; thence N00°14'23"W, 136.81 feet to the North line of said Northeast 1/4; thence N89°45'37"E, 25.00 feet to the POINT OF BEGINNING. Containing 0.16 acres (6,841 Sq. Ft.) more or less of land. Subject to covenants, conditions, restrictions and easements of record.

That I have made this survey, land division and map by the direction of The City of Menasha.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Menasha ordinances in surveying, dividing and mapping of same.

**CITY OF MENASHA COMMON COUNCIL CERTIFICATE**

Resolved that this Certified Survey Map located in the City of Menasha was hereby approved by the Common Council of the City of Menasha by Resolution Number \_\_\_\_\_, adopted on the \_\_\_\_ day of \_\_\_\_\_, 2018; that said Resolution provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the City of Mensha for public use.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

Signed: \_\_\_\_\_  
Donald Merkes, Mayor, City of Menasha, Calumet County, Wisconsin

Signed: \_\_\_\_\_  
Deborah Galeazzi, Clerk, City of Menasha, Calumet County, Wisconsin

**TREASURERS' CERTIFICATE**

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
City Treasurer

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Treasurer

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188  
262-547-5733

**OWNER/SUBDIVIDER:**  
City of Menasha  
100 Main St. Suite 200  
Menasha, WI 54952  
Ph. 920-967-3600

\_\_\_\_\_  
Chris Ruetten, P.L.S. 2942

Dated this 12th day of Sept., 2018



G:\C30\_2018\8285\_City of Menasha\10010 Community Way Extension\dwg\CSM\LT\_CSM.dwg

**CERTIFIED SURVEY MAP - \_\_\_\_\_**

BEING PART OF LOTS 5, 6 OF THE PONDS OF MENASHA, ALL LOCATED IN THE NORTHWEST 1/4, OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

**OWNER'S CERTIFICATE**

As owner, I do hereby certify that I caused the land on this map to be surveyed, divided and mapped and dedicated as represented on this map. As owner, also certify that this Certified Survey Map must be submitted to the following for approval or objection:

(City of Menasha)

WITNESS the hand and seal of said owner(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ .

In the presence of:

\_\_\_\_\_  
Andy Van Thull Seal

STATE OF WISCONSIN } SS  
COUNTY OF \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ ,  
the above named Andy Van Thull, to me known to be the person(s) who  
executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_ Notary Public \_\_\_\_\_ County, Wisconsin.

My commission expires \_\_\_\_\_

**CONSENT OF MORTGAGEE**

\_\_\_\_\_, duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map, and does hereby consent to the above certificate of Andy Van Thull, owner.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these  
presents to be signed by the following on this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_ :

\_\_\_\_\_  
Name, Title Seal

\_\_\_\_\_  
Name, Title Seal

STATE OF WISCONSIN } SS  
COUNTY OF \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ , \_\_\_\_\_ of the  
above named \_\_\_\_\_, to me known to be the such \_\_\_\_\_ of said \_\_\_\_\_, and  
acknowledged that they executed the foregoing instrument as such officer(s) of the above mortgage.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin

My Commission Expires \_\_\_\_\_

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188  
262-547-5733

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Menasha, WI 54952  
Ph. 920-967-3600

\_\_\_\_\_  
Chris Ruetten, P.L.S. 2942

Dated this 12th day of Sept., 2018



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**CERTIFIED SURVEY MAP - \_\_\_\_\_**

BEING PART OF LOTS 5, 6 OF THE PONDS OF MENASHA, ALL LOCATED IN THE NORTHWEST 1/4, OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

OWNER'S CERTIFICATE

As owners, we do hereby certify that we caused the land on this map to be surveyed, divided and mapped and dedicated as represented on this map. As owners, also certify that this Certified Survey Map must be submitted to the following for approval or objection:

(City of Menasha)

WITNESS the hand and seal of said owner(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ .

In the presence of:

\_\_\_\_\_  
Jason Davis Seal

\_\_\_\_\_  
Cassandra Davis Seal

STATE OF WISCONSIN } SS  
COUNTY OF \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ ,

the above named Jason and Cassandra Davis, to me known to be the person(s) who

executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_ Notary Public \_\_\_\_\_ County, Wisconsin.

My commission expires \_\_\_\_\_

CONSENT OF MORTGAGEE

\_\_\_\_\_, duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map, and does hereby consent to the above certificate of Jason and Cassandra Davis, owners.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these

presents to be signed by the following on this \_\_\_\_\_ day of \_\_\_\_\_ ,

20 \_\_ :

\_\_\_\_\_  
Name, Title Seal

\_\_\_\_\_  
Name, Title Seal

STATE OF WISCONSIN } SS  
COUNTY OF \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ , \_\_\_\_\_ of the above named \_\_\_\_\_, to me known to be the such \_\_\_\_\_ of said \_\_\_\_\_, and acknowledged that they executed the foregoing instrument as such officer(s) of the above mortgage.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Wisconsin

My Commission Expires \_\_\_\_\_

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188  
262-547-5733

**OWNER/SUBDIVIDER:**  
City of Menasha  
100 Main St. Suite 200  
Menasha, WI 54952  
Ph. 920-967-3600

\_\_\_\_\_  
Chris Ruetten, P.L.S. 2942

Dated this 12th day of Sept., 2018



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## Memorandum

**Date:** September 13, 2018

**To:** Board of Public Works and Mayor Merkes

**From:** Joshua Radomski – Public Works Director *JR*

**RE:** Changing Horizon Newsletter to Calendar Format

### Background

Every year, the City of Menasha sends out two Horizon newsletters, one in spring and one in fall. Last year, the Department of Public Works delivered the 5 free bulky item/overflow stickers to all residences by attaching the stickers to the Horizon Newsletter. This was done to enable the City to realize a substantial cost savings over the previous process of hand delivering stickers to each residence.

Due to the change in procedure, there was an abundance of calls from residents claiming that they did not realize that the stickers were included with the Horizon Newsletter and that the newsletter regularly gets discarded without ever getting read. Based on the volume of calls, we determined that a change may be necessary to the Horizon Newsletter to better inform our citizens of not only our garbage/recycling details, but also of events that are planned within the City. Several other area communities have gone to a calendar format for their newsletter as they believe that this form of communication is more likely to be read and utilized than a standard newsletter.

### Recommendation

Staff recommends that the Horizon Newsletter be changed to a calendar format for distribution to the City's residents. The calendar will be distributed in fall of each year. Staff also recommends that the bulky item/overflow stickers be included with the calendar to continue with the cost savings generated by not delivering stickers to each individual residence.

S:\PUBLICWORKS PUBLICWORKS\JRADOMSKI\Board of Public Works Memorandum\2018\Calendar



### Annual Spring Yard Waste Clean Up

Find your regular refuse collection day below to find your yard waste clean up collection dates:

- Monday-----Tuesday, April 9 & 16
- Tuesday-----Wednesday, 10 & 17
- Wednesday-----Thursday, 11 & 18
- Thursday-----Friday, 12 & 19
- Friday-----Monday, 8 & 15

For details on requirements for collection see the middle section of this calendar.

### Rain Barrels: Catching rain when it falls benefits you and your local waters!

The Fox Valley area receives an average of 22.23 inches of rain from April through October. Rain runs off your rooftop, onto your driveway, down the street, and into the storm drain-collecting dirt, debris, fertilizer, and other harmful substances along the way. All the polluted water ends up in our local waters unless we stop the water where it falls!

A rain barrel is a system that collects rainwater from your roof that would otherwise be lost to runoff. Rain barrels come in a variety of materials, designs, and colors and can be purchased at local hardware stores or built at home. Just make sure the barrel is secured on a firm, level surface.

Rain is best for plants and catching rain allows you to water your garden and plants indoors and out during dry periods.

*RenewOurWaters.org*

# April 2019

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>Brush &amp; Limb Pick-up</b>		1  Common Council Meeting 6pm	2  Spring Election Polls open 7am-8pm	3	4	5	6
	7	8	9	10	11	12	13
	14	15  Common Council Meeting 6pm	16	17	18	19  Good Friday	20
	21  Easter	22	23	24	25	26	27
	28	29	30				



Events to Look Out For

Sample Sample

**Communityfest 2019**

**July 3-Wednesday**  
**Curtis Reed Sqaure**  
 Brats, Burgers and Hotdogs noon-11pm  
 Live Music  
 Parade of Lights 9:15pm  
 Starts at Riverside Park to Wisconsin Ave, north on Commercial, ending in Downtown Menasha

**July 4-Thursday**  
 Riverside Park-Neenah  
 Jefferson Park-Menasha  
 Festival Food Fireworks 9:30  
<http://www.nmcommunityfest.org/>

# JULY 2019

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Brush &amp; Limb Pick-up</b>		1 Common Council Meeting 6pm	2	3 Communityfest Lighted Parade	4  Communityfest Independence Day Farm Fresh Market 2-6pm	5	6
	7	8	9	10	11 Farm Fresh Market 2-6pm	12	13
	14	15 Common Council Meeting 6pm	16	17	18 Farm Fresh Market 2-6pm	19	20
	21	22	23	24	25 Farm Fresh Market 2-6pm	26	27
	28	29	30	31			