

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

**CITY OF MENASHA
COMMON COUNCIL
First Floor Conference Rooms
100 Main Street
Monday, March 6, 2023
6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. PUBLIC HEARING

E. REPORT OF DEPARTMENT OFFICERS/DEPARTMENT HEADS/STAFF/CONSULTANTS

- 1. Clerk Krautkramer - the following minutes and communications have been received and placed on file:

Minutes to receive:

- a. Administration Committee, 2/20/23
- b. Board of Public Works, 2/20/23
- c. Neenah-Menasha Sewerage Commission, 1/24/23
- d. Parks and Recreation Board, 1/10/23 & 3/1/23
- e. Personnel Committee, 11/21/22

Communications:

- f. COVID-19 Update
- g. Badger Book Implementation and Spring Primary Results
- h. Fox Cities CVB Annual Report
- i. Quarterly Stormwater Flyer
- j. Heckrodt Wetland Reserve Executive Director Announcement

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

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

G. CONSENT AGENDA

(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)

Minutes to approve:

- 1. Common Council, 2/6/23 & 2/20/23

Administration Committee, 2/20/23, Recommends Approval of:

- 2. Revised Food Service and Recreational Licensing Fee Schedule to be effective April 1, 2023 for the 2023-2024 licensing year

Board of Public Works, 2/20/23, Recommends:

- 3. Awarding Contract Unit No. MCM 09-22-00335 for Sanitary Sewer & Water Main Reconstruction in the amount of \$784,578.00

Parks and Recreation Board, 3/1/23, Recommends Approval of:

- 4. MOU with Fox Valley Athletics for 2023-2025
- 5. Marina Harbormaster Agreement for 2023-2024 Navigation Seasons

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 2/17/23 – 3/2/23 in the amount of \$3,902,117.96
2. Liquor License for Family Dollar d/b/a Family Dollar #, 714 Appleton Rd, Menasha for the term of March 6, 2023 – June 30, 2023
3. Third Amendment to the Development Agreement by and between the City of Menasha and DH 130 Main, LLC
4. Extension Amendment to Memorandum of Understanding by and between City of Menasha and Bird Rides, Inc.

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. R-7-23 A Resolution Regarding and Authorizing the Borrowing of \$1,016,335 from CoVantage Credit Union; Providing for the Issuance and Sale of a General Obligation Promissory Note Therefor; and Levying a Tax in Connection Therewith (Introduced by Mayor Merkes)
2. R-8-23 A Resolution Regarding and Authorizing the Borrowing of \$3,651,000 from CoVantage Credit Union; Providing for the Issuance and Sale of a General Obligation Promissory Note Therefor; and Levying a Tax in Connection Therewith (Introduced by Mayor Merkes)

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, March 20, 2023
Common Council Meeting – 6:00 p.m.
Committee Meetings to Follow

CITY OF MENASHA
ADMINISTRATION COMMITTEE
100 MAIN STREET
FEBRUARY 20, 2023
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 8:48 p.m.

B. ROLL CALL

PRESENT: Ald. Hammond, Schmidt, Tom Grade, Ted Grade, Ropella, Nichols, Eisenach, Sevenich

ALSO PRESENT: CDD Schroeder, DPW Jungwirth, FD Sassman, PHD Hutter, CA Struve, Mayor Merkes, Clerk Krautkramer

C. MINUTES TO APPROVE

1. Administration Committee, 12/19/22

Moved by Ald. Ropella seconded by Ald. Tom Grade to approve the minutes.

Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. Food Service and Recreational Licensing Fee Schedule Updates

Staff provided an overview of the Food Service and Recreational Licensing Fee Schedule and commented on the reasoning behind the fee schedule update.

General discussion ensued on licensing fees and increased fee amounts.

Moved by Ald. Nichols seconded by Ald. Ropella to recommend to Common Council approval of the revised Food Service and Recreational Licensing Fee Schedule to be effective April 1, 2023 for the 2023-2024 licensing year.

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Schmidt seconded by Ald. Tom Grade to adjourn at 8:57 p.m.

Motion carried on voice vote.

Haley Krautkramer
City Clerk

CITY OF MENASHA
BOARD OF PUBLIC WORKS
100 MAIN STREET
FEBRUARY 20, 2023
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Sevenich at 8:25 p.m.

B. ROLL CALL

PRESENT: Ald. Hammond, Schmidt, Tom Grade, Ted Grade, Ropella, Nichols, Eisenach, Sevenich

ALSO PRESENT: CDD Schroeder, DPW Jungwirth, FD Sassman, PHD Hutter, CA Struve, Mayor Merkes, Clerk Krautkramer

C. MINUTES TO APPROVE

1. Board of Public Works, 2/6/23

Moved by Ald. Schmidt seconded by Ald. Ted Grade to approve the minutes.

Motion carried on voice vote.

D. COMMUNICATIONS

1. Winter Weather Reminder

Staff provided an overview of the Winter Weather Reminders and commented on driveway plowing and City plow routes.

General discussion ensued on fines, brine salt usage, and costs.

E. DISCUSSION / ACTION ITEMS

1. Recommend to Award – Contract Unit No. MCM 09-22-00335; Sanitary Sewer & Water Main Reconstruction, \$784,578.00

Staff provided an overview of the recommendation to award Contract Unit No. MCM 09-22-00335 for Sanitary Sewer & Water Main Reconstruction in the amount of \$784,578.00.

Moved by Ald. Schmidt seconded by Ald. Tom Grade to recommend to Common Council to award Contract Unit No. MCM 09-22-00335 for Sanitary Sewer & Water Main Reconstruction in the amount of \$784,578.00.

General discussion ensued on water main breaks, infrastructure replacement, and Water Street construction.

Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Schmidt seconded by Ald. Hammond to adjourn at 8:45 p.m.

Motion carried on voice vote.

Haley Krautkramer
City Clerk

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday January 24, 2023

Meeting was called to order by Commission President Youngquist at 8:00 a.m.

Present: Commissioners Forrest Bates, Steve Coburn, Corey Gordon, Mark Mommaerts, Greg Weyenberg, Dale Youngquist, Raymond Zielinski; Manager Paul Much; Accountant Roger Voigt.

Also Present: Rob Franck (MCO), Randall Much (MCO), Chad Olsen (McMahon), Melissa Starr (MCO)

Public Forum

No one in attendance for the Public Forum.

Minutes

December 20, 2022 Meeting minutes. Motion made and seconded by Commissioners Zielinski/Coburn to approve the minutes from the December 20, 2022 regular meeting. Motion carried unanimously.

Correspondence

The following correspondence was discussed:

January 6, 2023 letter from Lisa Miotke, WPPI Energy to Rob Franck, NMSC Maintenance Manager.

RE: Activation of Contract Generation Capacity on December 23, 2022

Rob Franck reported the NMSC backup generator was activated by WPPI due to the maximum generation event that occurred on December 23, 2022.

January 12, 2023 letter from Georgia-Pacific and Glatfelter Corporation to NMSC.

RE: Notice for Closure Request for Fox River NRDA/PCB OU2-5.

Manager Much reported that Georgia-Pacific and Glatfelter Corporation have requested the Department of Natural Resources approve closure of the Fox River NRDA/PCB OU2-5 remediation site. Manager Much shared the closure would not impact NMSC.

January 17, 2023 letter from Menasha Deputy City Clerk, Valerie Neuman, to Ray Zielinski.

RE: Reappointment as NMSC Commissioner for 3-year term ending December 31, 2025.

January 18, 2023 letter from Neenah City Clerk, Charlotte Nagel, to Greg Weyenberg.

RE: Reappointment as NMSC Commissioner for 3-year term ending December 31, 2025.

Old Business

There was no old business to be discussed.

New Business

Operations, Engineering, Planning

McMahon Associates Report – Update and discussion on the following projects with potential action to be taken based on discussions held:

1. Phosphorus Removal & UV Disinfection Equipment.
Chad Olsen shared he is waiting on mid-February inspection and formal bid in order to bring it forward.
2. Preliminary User Charge Rate Study related to Phosphorus Removal & UV Disinfection.
Chad Olsen explained he updated the report based on feedback received, and has a copy of the report for review by committee.

McMahon Invoices

#929291	Plant Re-Rate Study	\$ 769.50
#929292 phase 08	Boiler Replacement – Construction Phase	\$1,022.00
#929293	Preliminary Rate Study	\$3,212.50
#929294	As-Needed SCADA and Control Services	\$1,287.00

Motion made and seconded by Commissioners Coburn/Bates to approve payment of invoices #929291, #929292 phase 08, #929293, and #929294. Motion carried unanimously.

McMahon Agreement for Professional Services. Agreement for Professional Services for air emissions inventory and compliance reporting assistance based on T&E and estimated at \$1500. Motion made and seconded by Commissioners Coburn/Weyenberg to approve McMahon Agreement for Professional Services. Motion carried unanimously.

Sewer extension request for Harrison Heights Subdivision located in the Village of Harrison, Harrison Utilities. Manager Much reported the paperwork for the sewer extension request for the Harrison Heights Subdivision has been submitted. Commissioner Gordon inquired whether the services are within the current limits, how much the plant can expand to cover the expanding service area, and whether the Commission should set a limit for future expansion requests. Randall Much shared the interceptor capacity should also be taken into account. Discussion ensued. Motion made and seconded by Commissioners Gordon/Coburn to approve the sewer extension request for Harrison Heights Subdivision located in the Village of Harrison. Motion carried unanimously.

Operating Report for December 2022

Operating Report. Manager Much reported no operation issues, and shared the load report. Equipment and Grounds Report. Rob Franck reported on Equipment and Grounds items. Provided additional details on: Feed pumps - replacements have been ordered and will be online and ready for disinfection season. RAS pumps - were delayed by reducing elbows. Lee's Fabricating will be fabricating custom piping and they expect two to be installed by the next meeting. After discussion, motion by Commissioners Bates/Zielinski to accept the operations report. Motion carried unanimously.

Budget, Finance Matters

Accountant's Report for December 2022.

Financial Statements. Accountant Voigt reported on the December 2022 financial statements. Operations at year-end are showing an operations loss of roughly \$181,000 which will be billed to the communities. Auditors will be here around February 8th or 9th to begin the year-end financial audit. The interest rates on State of WI Investment Pool and ICS CDARS investments increased, while others remain the same. After discussion, motion made and seconded by Commissioners Zielinski/ Bates to approve the Accountant's Report for December 2022. Motion carried unanimously.

Contract Renewal for the Wastewater Service Agreement between Sonoco/U.S. Paper Mills and the NMSC. No update at this time. Chad Olsen would like to meet with Rob Franck and Paul Much for discussion on updated industry loading. Commissioner Weyenberg questioned the use of a Madison law firm instead of the local attorney for negotiating the contract.

Approval to have attorney draft contract with Horseshoe Beverage. Manager Much reported that Horseshoe Beverage's pretreatment permit is expiring. He is proposing to have the attorney draft a 5-year contract and keep the same limits as the current pretreatment permit and discussed the Phosphorus limits. Motion made and seconded by Commissioners Bates/Coburn to approve the Madison Law firm of Stafford Law to draft contract for Horseshoe Beverage. Discussion ensued regarding which law firm to use for drafting contracts going forward. Commissioner Weyenberg inquired about using a local law firm for drafting contracts and discussion followed regarding standardizing contracts for industries. After further discussion Commissioner Coburn withdrew his second to the motion, Commissioner Bates withdrew his motion; the original motion and second were withdrawn. Motion made and seconded by Commissioners Bates/Coburn to use Attorney Matt Parmentier with Dempsey Law to draft a standard contract for industrial users. Motion carried.

MCO Invoices.

#29279 January 2023 Contract Operations \$142,367.48.

Motion made and seconded by Commissioners Coburn/Zielinski to approve MCO invoice #29279 with payment to be made after February 1, 2023. Motion carried unanimously.

Vouchers. Operating and Payroll Vouchers #139656 thru #139705 in the amount of \$295,223.15 for the month of December 2022. Motion made and seconded by Commissioners Coburn/Zielinski to approve operating and payroll vouchers. Motion carried unanimously.

Other Business to Come Before the Commission

Election of Officers. Motion was made and seconded by Commissioners Bates/Weyenberg to nominate the current slate of officers for the upcoming year. Motion carried unanimously. The officers are: President–Dale Youngquist, Vice-President–Raymond Zielinski, Secretary–Steve Coburn.

Appointment of Treasurer. President Youngquist appointed Commissioner Coburn as the Commission Treasurer for the upcoming year. Commissioner Coburn accepted. Motion made

and seconded by Commissioners Bates/Weyenberg to approve the appointment of Commissioner Coburn as Treasurer. Motion carried.

Set meeting dates and times. Commissioners reviewed the 2023 calendar for meeting dates. Motion made and seconded by Commissioners Bates/Coburn to hold the Neenah-Menasha Sewerage Commission monthly meetings on the 4th Tuesday of the month at 8:00am, except for the month of December which will be held on the 3rd Tuesday (12/19/23). Motion carried unanimously.

Adjournment

Motion made and seconded by Commissioners Bates/Coburn to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:30 a.m.

President

Secretary

CITY OF MENASHA
Parks and Recreation Board
Menasha City Hall, 100 Main Street, Room 132
January 10, 2023
MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. Dick Sturm at 5:31pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, R. Dowling, Ald. Ted Grade, T. Hale, E. Wickman, B. Adesso, T. Marshall
OTHERS PRESENT: PRD Megan Sackett, Ald. Tom Grade, Ald. R. Nichols, Eric Schaefer (Fox Valley Athletics)
EXCUSED ABSENCE: None

C. PUBLIC COMMENT/CORRESPONDENCE

Correspondence from Heckrodt Executive Director, Tracey Koenig, regarding her retirement was shared with the Board.

Eric Schaefer-Fox Valley Athletics (1139 Honey Creek Circle, Oshkosh.) Schaefer introduced himself as the owner of Fox Valley Athletics and organizer of the Menasha Adult Softball program. Schaefer spoke about his tenure of running the adult softball program in Menasha.

D. MINUTES TO APPROVE

1. **Minutes of the November 29, 2022 Joint Common Council and Park Board Meeting:** Moved by Ald. T. Grade, seconded by B. Adesso to approve the minutes of the November 29, 2022 Joint Common Council and Park Board meeting. Motion carried.

Minutes of the December 13, 2022 Regular Park Board Meeting: Moved by Ald. T. Grade, seconded by B. Adesso to approve the minutes of the December 13, 2022 Regular Park Board meeting. Motion carried.

E. DISCUSSION / ACTION ITEMS

1. **Jefferson Park Plan:** Director Sackett reviewed the different options for design, placement and associated cost for the softball diamonds in the Jefferson Park plan.

General discussion ensued on:

- Importance of design for current and future usage of the softball diamonds
- Fees of facility rentals and the need to increase
- Ability to maintain and grow programming
- Optimization of park space
- Other users interest in playing at Jefferson (i.e. Menasha Youth Sports)
- Optimal accessibility to park for youth because of trails and sidewalks
- Timeline for growth of programming
- Design with future needs in mind

Schaefer spoke about his development of the adult softball program in the Fox Valley and on his programs in Neenah and Appleton being at capacity. Schaefer spoke about how the current fields in Menasha are outdated and not safe. Schaefer expressed concern about the future of his current program and lack of ability for growth with Option #4 (new diamond with no lights) due to no lighting thus limiting the number of games able to be played each night, but feels there is an opportunity for growth if designed correctly. Schaefer indicated that growth of new and existing programs can happen pretty quickly if it's going to grow due to their efforts to spend time networking.

Motion was made by T. Grade to recommend option #4 (construction of new diamond without lights, but being light ready) without the consideration of option #3 of renovating the existing diamond. Motion failed due to not receiving a second.

Discussion continued on the desire to have softball in Jefferson Park and the need to develop facilities that won't hinder current programming and the need to do it the right way vs. the cheap way and what is the best investment for the next several years.

Schaefer indicated the current diamond is not designed to ASA standards, does not feel safe and his goal is to sustain programming in each community of Neenah, Menasha and Appleton.

Ald. Nichols spoke about the priority of the softball diamond needing to move and noting the concession of the Park Board from two diamonds in the vision plan to one diamond while recommending what you prefer, but knowing what you can live with.

Motion was made by T. Grade, seconded by E. Wickman for the Park and Recreation Board to recommend Option #1 (construction of a new diamond with lights) as it goes along with the Jefferson Park Vision plan recommendation of creating more usable greenspace while giving up an extra diamond and saving approximately \$250,000, but not have Option #3 considered as it does not fit the vision plan and has safety concerns.

F. REPORT OF DEPARTMENT HEAD / STAFF

1. **Department Report:** See attached written report.

G. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

Ald. Tom Grade spoke about the need to put the best foot forward with the design of Jefferson Park indicating the Park Board made a good decision with the diamond and wondering where is the overall budget for the park project.

H. ADJOURNMENT

Motion by B. Adesso, seconded by T. Hale to adjourn at 7:04pm. Motion carried.

CITY OF MENASHA
Parks and Recreation Board
Menasha City Hall, 100 Main Street, Room 133
March 1, 2023
MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. Dick Sturm at 5:35pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, R. Dowling, Ald. Ted Grade, E. Wickman, B. Adesso, T. Marshall

OTHERS PRESENT: PRD Megan Sackett

EXCUSED ABSENCE: Tim Hale

C. PUBLIC COMMENT/CORRESPONDENCE

Correspondence was shared from President of the Heckrodt Board of Directors announcing Luke Schiller as the new Executive Director effective March 6, 2023.

D. MINUTES TO APPROVE

1. **Minutes of the January 10, 2023 Regular Park Board Meeting:** Moved by Ald. T. Grade, seconded by T. Marshall to approve the minutes of the January 10, 2023 Regular Park Board meeting. Motion carried.

E. DISCUSSION / ACTION ITEMS

1. **Election of Officers:**

Chr. D. Sturm opened nominations for the Chair position. Motion by Ald. T. Grade, seconded by R. Dowling nominating Dick Sturm for the position of Park Board Chair. No other ballots were cast. Dick Sturm was unanimously elected Chair for 2023. Chr. D. Sturm opened nominations for the Vice-Chair position. Motion by Ald. T. Grade, seconded by E. Wickman to nominate Brian Adesso for the position of Vice Chair. No other ballots were cast. Brian Adesso was unanimously elected Vice-Chair for 2023.

2. **MOU with Fox Valley Athletics from 2023-2025:**

Director Sackett gave an overview of the agreement outlining the advantages of creating a partnership with FVA to rebuild the softball program in Menasha and noted that the Park Board and Council have recently made a commitment to keeping an adult softball program in Menasha with the approval of a new softball diamond in Jefferson Park. Sackett also noted that improved facilities are one step in rebuilding a program and creating a partnership with FVA would allow further growth and development of the program. Discussion ensued about how the Park Board sees the value of FVA to the adult softball program and this partnership.

Motion was made by Ald. T. Grade, seconded by E. Wickman for the recommended approval of the MOU with Fox Valley Athletics for the term of 2023-2025. Motion carried.

3. **Marina Harbormaster Agreement for the 2023-2024 Navigation Seasons**

Director Sackett gave an overview of the agreement noting the only change would be to adjust the annual increase for the agreement from \$750 to \$1000. The Board noted that the City has been fortunate to have Diane Schabach as Harbormaster for so long, but wanted to ensure we are preparing for the future by comparing our annual Harbormaster Management compensation to other communities in case an adjustment is needed to be made.

Motion was made by Ald. T. Grade, seconded by R. Dowling for the recommended approval of the Harbormaster Agreement for the 2023-2024 Navigation Seasons.

Chr. Sturm made a request to have a discussion with the City Attorney, Mayor and the members of Park Board regarding the purpose of the Park Board and their roles and responsibilities. Chr. Sturm stated his frustrations with the lack of support from the Common Council regarding the decisions and recommendations made at the Park

Board. Sturm stated he feels the Park Board is wasting their time if decisions and recommendations from the Park Board are reworked at the Council without sending them back to Park Board for further discussion if they are not happy with them. Chr. Sturm stated he is dissatisfied, disgruntled and disheartened at the lack of support from the Common Council and the demonstrated lack of value of the Park Board. Members of the Park Board agreed with these sentiments.

Ald. Grade questioned how it is determined what is brought to Council for approval. Director Sackett indicated she will set up a meeting with City Attorney, Mayor and Park Board to review the roles and responsibilities of each board.

F. REPORT OF DEPARTMENT HEAD / STAFF

1. **Department Report:** See attached written report. Director Sackett also gave an overview of the Bird Scooter program for 2022 and noted the number of calls to Bird Scooter at 64 and 10 to Menasha Police with no noted issues along the trail system brought to Director Sackett's attention. The Board determined they did not need to review the trail ordinance relating to electric scooters again.

Ald. Grade requested an update regularly on the Jefferson Park project and timeline. B. Adesso requested a discussion on the estimated lifespan on the current pool and potential costs and implications of major failures.

G. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

None

H. ADJOURNMENT

Motion by T. Marshall, seconded by B. Adesso to adjourn at 6:59pm. Motion carried.

Staff Reports from the Parks, Recreation, Forestry & Cemeteries Department

February 2023

PARKS

- Jefferson Park Playground: Commitment has been received from our major donor allowing us to proceed with ordering the equipment with an estimated delivery in mid-Fall.
- Koslo Park: Drain tile has been installed at Koslo Park to improve drainage of the area around and in the playground. It seems to already be working, pulling water out of the trouble areas and draining into the storm sewer. Next up: grass restoration this spring.
- Staff received confirmation that the City of Menasha was awarded \$1,100 for the Banta Point Shoreline Restoration.

RECREATION

Summer Preparations

- Summer Activity Guide is being finalized and will go to the printer the first week of March. Look for new programs like our Jr. Lifeguard Camp, Kidstage, and STEM for Tots. Resident registration begins on March 6th.
- 33 applications for seasonal positions have been received so far! We're 66% of the way towards our staffing goal for Pool and Recreation.
- One of our planning goals for this year is creating systems for collecting feedback around the pool experience and engagement. Prior to finalizing our details for the 2023 Pool Season, we released a survey around two themes—hours and events. We received 299 responses for our pool survey. All of them were sorted through and will help guide our decisions for this upcoming summer.

Programs

- NEW Upcoming Programs:
 - * Tots and Tunes starts 2/28. This program is led by a trained voice coach and encourages 2-3 year olds to notice music and sounds in every day life.
- We had our first of three Volleyball Open Gym times on 2/15.
- January's &Me preschool program at the Public Works garage allowed participants to explore the trucks and check out the facility.

POOL

- Staff has started to remove chipped material in the filter tank. This procedure will prevent chipping of the epoxy paint and settling in the filter tank, allowing the filters to stay cleaner during the filtering process.

FORESTRY

- Staff has completed trimming trees on Doty Island and in the Shepard Park neighborhood. They will continue to work in the area of Main St. and Downtown and then will be working their way west of Tayco to Ninth St. boat launch. When they are finished with that, they will be east of Tayco, west of Racine between 9th street and 3rd street.



Special Events

- Winter Gala was fantastic! There were over 200 people in attendance that were able to enjoy chili from the NMFR (which raised \$500 in donations for their Santa float), hot cocoa and cookies from Doty Island Development Council, broomball, snow sculptures, cross country skiing, along with activities such as winter snow golf and soap carving.
- Our first Bogey in the Books Mini-Golf event at the Menasha Library was held on Superbowl Sunday with 10 families joining us! We set up 9 holes across the library for participants to practice their mini-golf skills.

Our department partners with the library on a number of opportunities including nature backpacks, movies in the park, various storytelling and preschool playdates.
- The Wisconsin Be Active Challenge has communities tracking their active time each week to compete with other Wisconsin communities from March 1-31. The event averages the number of minutes by the team, so small communities can be competitive. This event is organized with Wisconsin Parks and Recreation Association in order to encourage activity during dreary March. Menasha competed in 2022 and took 37th. *New this year, we have a calendar of activities that our participants have access to aide in getting people active. These are also open to non-team members for a small fee.



Upcoming Programs/Events

- Volleyball Open Gym: March 1 and 15 at Maplewood Middle School
- Leprechaun Hunt: March 10-19
- Open Gym: every Wednesday thru March 29 at Menasha High School
- Arbor Day Celebration: Friday, April 28 at Barker Farm Park
- Be Active Wisconsin Challenge: March 1-31

CITY OF MENASHA
PERSONNEL COMMITTEE
100 MAIN STREET
NOVEMBER 21, 2022
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Ted Grade at 7:55 p.m.

B. ROLL CALL

PRESENT: Ald. Schmidt, Tom Grade, Ted Grade, Ropella, Nichols, Eisenach, Sevenich, Hammond, Mayor Merkes

ALSO PRESENT: PC Styka, FC Kloehn, CDD Schroeder, CES Fulcer, AA Below, DPW Jungwirth, DDMO Brown, PW/PS MacDonald, FD Sassman, FM Pearson, FC Clausing, AHO Rosin, PRD Sackett, LD Kopetsky, CA Struve, Mayor Merkes, Clerk Krautkramer, DC Neuman, HRD Kimberly Cardoza

C. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

D. MINUTES TO APPROVE

1. Personnel Committee, 9/6/22

Moved by Ald. Nichols seconded by Ald. Schmidt to approve the minutes, with the caveat of Mayor Merkes to be reported as present for roll call as part of the committee minutes going forward.

Motion carried on voice vote.

E. DISCUSSION / ACTION ITEMS

1. 2023 Cost of Living Adjustment of 4% for Non-Represented Employees

Staff provided an overview of the 2023 Cost of Living Adjustment of four percent for non-represented employees and commented on discussion timeline.

General discussion ensued on:

- Previous discussions
- Cost of living budgeted funds
- Discussion timeline
- Recent salary increases
- Salary increase process
- Percent of cost of living adjustments
- Union-represented employee salary increases
- Effective date
- Cost savings
- Salary study
- General cost of living

Moved by Ald. Sevenich seconded by Ald. Hammond to approve a 2023 cost of living adjustment of four percent for the city's non-represented employees.

Moved by Ald. Nichols seconded by Ald. Ted Grade to amend the original motion to include and make effective December 25th, 2022.

Motion carried on voice vote.

Original motion as amended.

Motion carried on roll call 8-1.

Ald. Ropella voted no.

F. ADJOURNMENT

Moved by Ald. Nichols seconded by Ald. Ted Grade to adjourn at 8:13 p.m.

Motion carried on voice vote.

Respectfully submitted by Valerie Neuman, Deputy Clerk.

DRAFT



City of Menasha COVID-19 Data Summary

Date: March 2, 2023

Highlights

• Vaccine Information

- WI DHS supports the CDC’s recommendation that children 6 months and older receive the updated bivalent COVID-19 vaccine. For more information, including information about the Menasha Health Department COVID-19 vaccine clinic, visit our [website](#).
- If you have questions about the COVID-19 vaccine, call: 211 or 877-947-2211. Language assistance is available. Visit [vaccines.gov](#) to find a place to get your FREE COVID-19 vaccine.

• Testing Information

- The [COVID-19 Treatment Telehealth Program](#) provides free and easy access to COVID-19 healthcare, consultation, screening and prescriptions for antiviral treatments. This program is open to Wisconsinites 18 years and older, regardless of insurance status.
- Visit our [testing sites webpage](#) for more information about where to find a COVID-19 test.

To help prevent the spread of the virus, follow current [isolation](#) and [quarantine](#) guidance if you test positive for COVID-19, have symptoms, or have been exposed.

CDC COVID-19 Community Levels

Status as of 2/28/2023

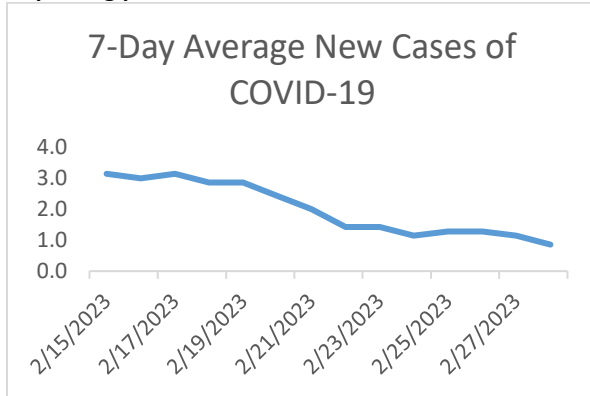
Metric	Calumet County: LOW	Winnebago County: LOW
New COVID-19 Cases per 100,000 population in the past 7 days	57.9	83.18
New COVID-19 hospital admissions per 100,000 population	7.0	7.9
% Staffed inpatient beds in use by patients with confirmed COVID-19	3.6%	3.2%
City of Menasha:	Low	

Community Level Recommendations

Low	
<ul style="list-style-type: none"> • Stay up to date with COVID-19 vaccines • Get tested if you have symptoms 	<p>People may choose to mask at any time. People with symptoms, a positive test, or exposure to someone with COVID-19 should wear a mask and follow isolation and quarantine guidance</p>

City of Menasha Cases of COVID-19

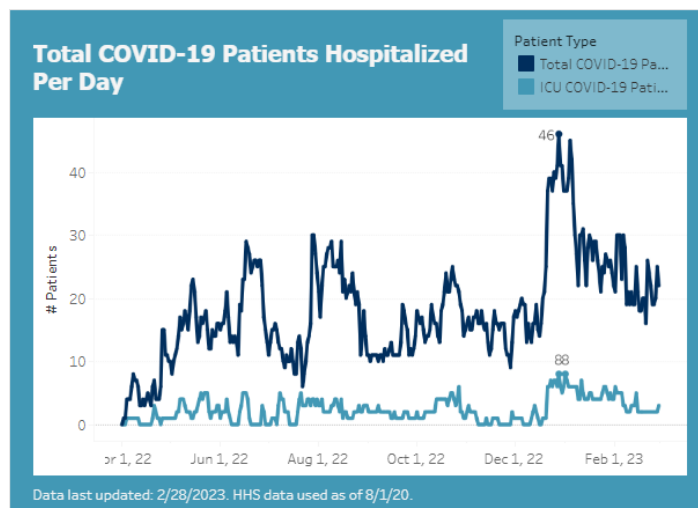
Reporting period: 2/15/2023 – 2/28/2023



Metric	Current Status
Total cases in the last 2 weeks	20
Case Incidence (Total confirmed & probable cases per 100k in the past 7 days)	33.1

Fox Valley Region Hospital Capacity

Metric	Current Status (3/1/2023)	Change from last report
Percentage of hospital inpatient beds in the community that are occupied.	68.5%	↓
Percentage of intensive care unit beds in the community that are occupied.	58.2%	↓



Number of Hospitalized COVID-19 Patients

22

(2/28/2023)

For more information on hospital capacity in Wisconsin, including the Fox Valley Region, visit the [Wisconsin Hospital Association website](#).



Percent of residents who have received the COVID-19 vaccine

Status as of 3/1/23

	Completed the primary series	Received the updated booster
City of Menasha	60.0%	N/D
Calumet	55.6%	16.7%
Winnebago	60.2%	18.9%

N/D = No data available

More Information

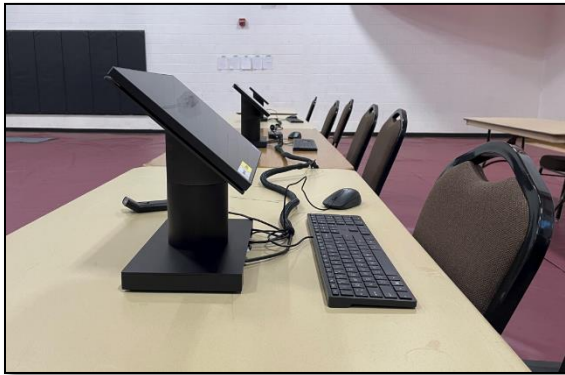
Additional resources and information about COVID-19 can be found on the following websites:

- [City of Menasha Health Department COVID-19 webpage](#)
- [Wisconsin Department of Health Services](#)
- [Winnebago County Health Department](#)
- [Calumet County Public Health Division](#)
- [Centers for Disease Control and Prevention](#)



Memorandum

Date: March 6, 2023
To: Common Council
From: Haley Krautkramer, City Clerk
Subject: Badger Books (e-poll books) Implementation



Badger Book Implementation

The Clerk's Office in conjunction with IT staff and help of the City's many Election Inspectors, is delighted to announce the successful implementation of Badger Books (e-poll books). During the February 21st Spring Primary, Badger Books were seamlessly used across all four polling places to replace the previously used paper printed poll books.

Election Inspectors and voters noted the simplicity of the devices, ease of use, and improved efficiency of election processes. Similar in usage to paper printed poll books, Badger Books were used to check-in voters, complete Election Day voter registrations, and process absentee ballots. We are looking forward to using Badger Books again at the upcoming April 4th Spring Election.

I would like to recognize and thank our Deputy Clerk Valerie Neuman and PC/Systems Analyst Bryan Santkuyl and all our dedicated Election Inspectors for the additional time and energy put forth on device set-up and testing, additional training sessions, and successful Election Day implementation. This successful implementation would not have been possible without them!

Spring Primary Return Sheet 2/21/2023

	Senior Center D 1 & 2 W 1-4	Boys & Girls Club D 3 & 4 W 5-8	Clovis Grove School D 5 & 7 W 9-12 & 17-19	Winnegamie Dog Club (Winnebago County) D 6 W 13	Winnegamie Dog Club (Calumet County) D 6 & 8 W 14-16	Total
Judicial						
Justice of the Supreme Court						
Janet C. Protasiewicz	278	258	289	64	225	1114
Daniel Kelly	147	148	151	34	158	638
Everett D. Mitchel	42	32	41	6	36	157
Jennifer Dorow	80	66	82	13	91	332
write-in	0	0	0	0	0	0

	Total residents of voting age	Registered at polls	Total No. Voter Turnout	Voter %	Registered Voters Who Requested Absentees
Total City Percentage	18,490	12	2,251	12%	25%

	Total Pre-Registered Voters for Each District	Registered at Polls	Absentees	No. Voters at Polls	Voter %
Districts 1 & 2 (Wards 1-4)	2,507	1	144	549	22%
Districts 3 & 4 (Wards 5-8)	2,599	7	120	504	19%
Districts 5 & 7 (Wards 9-12 & 17-19)	2,350	2	173	570	24%
District 6 (Ward 13)	654	2	37	118	18%
District 6 & 8 (Wards 14-16)	2,070	0	93	510	25%

Welcome to the Fox Cities



20
22



Our Take on 2022

We opened 2022 with our move to a new Visitor Center. The vibrant space allows us to set visitor experience expectations and make a strong first impression. Digital displays allow for a 21st century approach to showcasing the many original experiences in the Fox Cities.

Our main strategic focus for 2022 was the creation of the Fox Cities Destination Master Plan - a year-long effort to identify the “next big things” for our area and the steps needed to fulfill our destination vision: a vibrant, year-round destination with a mix of experiences. We look forward to bringing our stakeholders and partners together to lead and advocate for accomplishing the plan’s goals and objectives:

- Strengthen the brand through iconic festivals
- Develop communities as experiences
- Enhance outdoor recreation opportunities
- Expand strategic regional collaboration
- Improve access and connectivity

Visitation in each of our three market segments (leisure travel, sports, and meetings and conventions) showed positive momentum this past year. Led by extremely strong sports tournament and leisure travel business, hotel occupancy is trending at pre-pandemic levels. Nearly every month in 2022 delivered the highest room revenues on record, exceeding our record setting 2019.

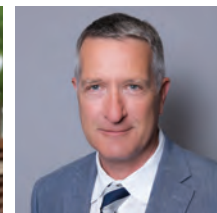
As much of this revenue increase is inflation induced, with work force and materials costs driving the need to charge more for rooms, we continue to monitor larger economic forces that could impact continued growth.

2022 room tax revenues were 30% above budget expectations, putting the CVB on solid financial ground, with reserves and cash to invest in our programs. Our 2023 budget focuses on driving meeting and convention business, developing a new website and continued brand asset development. The CVB will be allocating 33% of 2023 room tax revenues into our Tourism Development Grant fund to invest in the Fox Cities tourism infrastructure and plan for new initiatives driven by our Destination Master Plan.

As always, we thank you for your ongoing support of tourism in the Fox Cities and the Fox Cities Convention & Visitors Bureau.



Pam Seidl
PAM SEIDL
Executive Director



Chris A. Haese
CHRIS HAESE
2022 Board of Directors Chair

2022

AT A GLANCE

2022 OPERATIONS REVENUES & EXPENSES

REVENUES

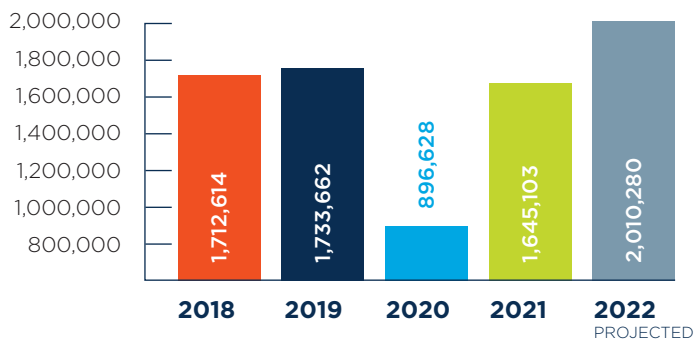
Room Tax Income - Oper	\$1,409,457
Interest Income - Oper	\$16,640
Grants Income	\$41,250
Miscellaneous Income	\$3,953
Grants Income Dest Mkt	\$652,088
TOTAL REVENUES	\$2,123,388

EXPENSES

Salaries & Wages	\$495,381
Employee Benefits	\$117,013
Professional Devel	\$12,542
Convention Event Svcs	\$3,496
Trade Shows	\$43,872
Selling Exp	\$108,455
Marketing	\$314,478
Research	\$170,872
Rent/Utilities/Taxes	\$80,633
Equipment Leases	\$2,693
Travel/Mileage	\$3,708
Local Meetings	\$9,953
Office Supplies	\$9,094
Postage & Shipping	\$9,809
Telephone	\$6,775
Property/Casualty Insurance	\$7,073
Professional Services	\$24,700
Memberships	\$12,162
TOTAL EXPENSES	*\$1,432,709

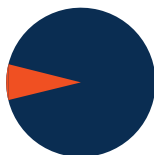
*Pre-Audit

CVB GROSS ROOM TAX REVENUE



MANAGEMENT & GENERAL EXPENSES

Management/
General 5.61%



Program Services
97.50%

GROUP SALES



Meeting and
Convention Events



Room Nights



2,391,779

Direct Visitor Spending



Future Meeting and
Convention Events



8,863

Future Estimated
Room Nights



2,224,613

Future Estimated Direct
Visitor Spending

SPORTS MARKETING



228

Sporting Events



Room Nights



9,844,740

Direct Visitor Spending



Future Sporting
Events



32,430

Future Estimated
Room Nights



10,507,320

Future Estimated Direct
Visitor Spending

MARKETING, GRANTS & VISITOR SERVICES



Volunteer Hours



Awarded in Tourism
Development Grants



\$16M+
In Earned Media



Visitors Served at
the Visitor Center



Groups Served



2022 BOARD

CHRIS HAESE, *Chair*
City of Neenah

RYAN BATLEY, *Vice-Chair*
Best Western Premier
Bridgewood Resort Hotel

MATT CARPENTER, *Secretary*
History Museum at the Castle

ABE WEBER, *Treasurer*
Appleton International Airport

AMANDA HEDTKE, *Past Chair*
Fairfield Inn & Suites

LINDA GARVEY
Hilton Appleton Paper Valley

BEAU BERNHOFT
Village of Little Chute

CHUCK GIFFORD
Comfort Inn and Suites

KAREN HARKNESS
City of Appleton

CHEF JEFF IGEL
Fox Valley Technical College

NORB KARNER
Village of Kimberly

RANDY KLIMENT
Hampton Inn

PETER RANK
CopperLeaf Boutique
Hotel & Spa

JANE LANG
Mayor of Neenah

JIM MARCH
Town of Grand Chute

JEFF STURGELL
Village of Fox Crossing

FCCVB STAFF

PAM SEIDL
Executive Director

KIM TISLER
Director of Finance & Administration

MADDIE JACK
Marketing Communications Manager

LEAH SZEWS
Social Media Marketing Specialist

CATHY TREBATOSKI
Visitor Experience Manager

MATT TEN HAKEN
Director of Sports Marketing

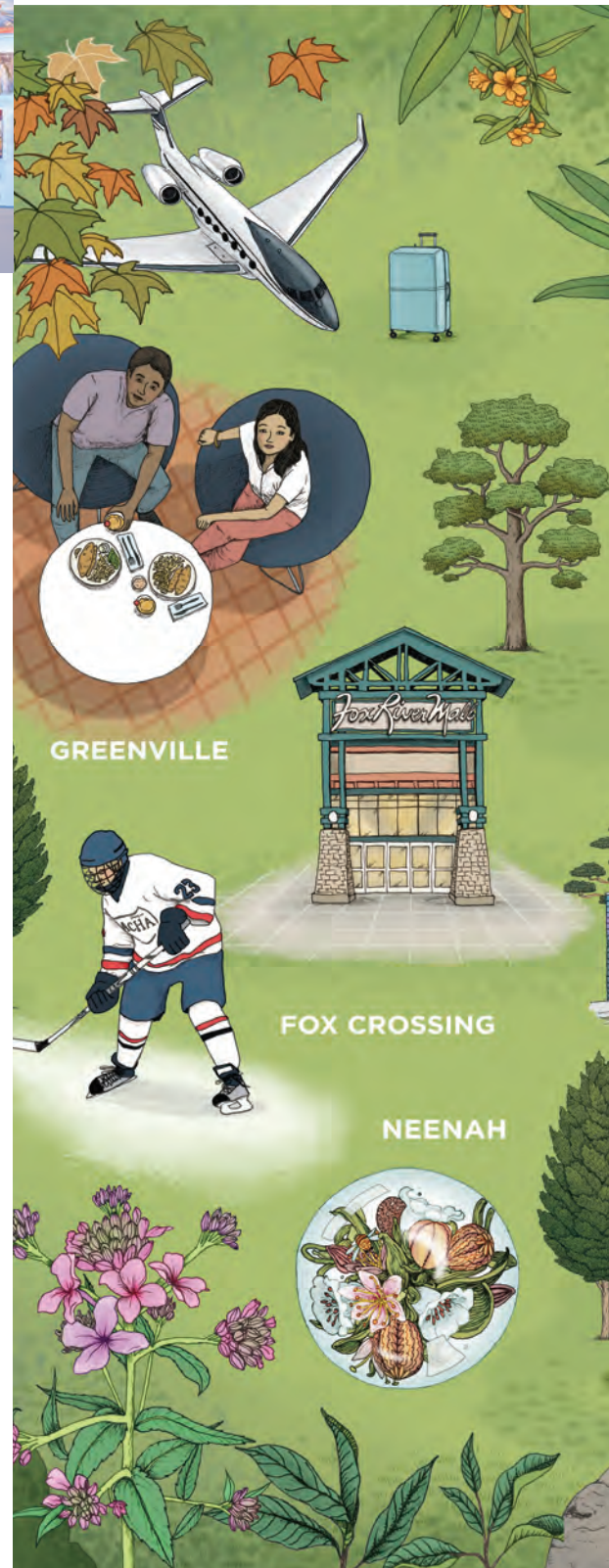
ABBY MCDANIEL
Sports Marketing Manager

ALISON HUTCHINSON
Senior Group Sales Manager



FOX CITIES CONVENTION
& VISITORS BUREAU

213 S. Nicolet Road
Appleton, WI 54914
920.734.3358





**Renew
Our Waters**
Every choice counts.

HOUSEHOLD HAZARDOUS WASTE

Cleaning out the garage and keeping our waters clean

We all have the opportunity - and the responsibility - to dispose of waste materials properly. The rule of thumb is: If you wouldn't dump it in the river, don't let it touch parking lots, soil, or any other place where it can be washed into a stream or storm drain. Post this sheet in your garage storage area as a reminder. This will help us change one habit at a time, so we have good fishing, swimming, paddling and waterskiing when the work is done.

HARMFUL SUBSTANCES

Certain household chemicals, when not used up properly, become household hazardous waste. These products can contain the same chemicals as strictly regulated industrial wastes. These products include: cleaning products and wash water, food oils and grease, automotive oil, grease and waste fluids, paint, petroleum-based solvents, rodent baits, batteries, herbicides, pesticides, concrete wash water and sidewalk salt.

If you wouldn't dump it in the river, don't let it touch parking lots, soil or any other place where it can be washed into a stream or storm drain.

HANDLE WITH CARE

To avoid the potential risks associated with household wastes, always monitor the use, storage and disposal of products with potentially hazardous substances.

PROPER DISPOSAL

All of the counties in Northeast Wisconsin have Household Hazardous Waste drop off programs or collection days. Contact your local environmental, health or solid waste agency for instructions on proper use and disposal.

USING LESS

The quantity of waste from a single household may be small, but that quantity adds up fast considering the number of households in Northeast Wisconsin. Consider reducing your purchase of products that contain hazardous ingredients.

Stormwater is rain or snowmelt and water from things people do, like overwatering the lawn. As water makes its way to the storm drain it picks up pollutants like oil from car leaks and improperly disposed of waste. When we choose products carefully and dispose of products properly, we can reduce the amount of pollution that enters our local waterways through runoff.

Untreated runoff is the biggest threat to our nation's water quality, according to the U.S. Environmental Protection Agency. Let's make the small, important changes that will reduce that threat and improve water quality and our lives!

Realize

What touches the ground enters the water



March 1, 2023

The Board of Directors of Heckrodt Wetland Reserve is excited to announce the selection of Luke Schiller to step into the Executive Director position succeeding Tracey Koenig. Late last year, Tracey announced her retirement effective April 30th, 2023, after serving the Reserve for 25 years.

Luke joined Heckrodt in March of 2008 as a Naturalist/Educator and after 4 years, became the Naturalist/Public Programs Coordinator. In 2018, he was promoted to the Director of Education and since has established himself as an incredible asset to the organization. Over the last fifteen years, Luke has been an integral part of successfully enhancing our education programs and offerings leading to a record level of participation in recent years. He enjoys creating programming that fosters learning through playing and exploring. His proudest accomplishment is the creation of the Wild Space outdoor learning scape, establishing a building block for future impact and growth. Luke's leadership skills and experience in the non-profit sector have surpassed our expectations and we are excited to announce this promotion.

He will begin his role on March 6th and will work with Tracey on transitioning the Executive Director duties. Much like Tracey, his passion and love for preservation, education and restoring this local wetland is very transparent. We are grateful that Tracey is leaving Heckrodt Wetland Reserve in a strong position for continued growth and are excited for Luke to lead us in positioning Heckrodt as a leader in environmental preservation, education and recreation in the Fox Cities in the years ahead.

Please join us in congratulating Luke as he transitions and leads Heckrodt Wetland Reserve in this exciting time. On behalf of us all, thank you for your support and helping to expand the impact of our mission.

Sincerely,

Jesse Nelson
Board President

CITY OF MENASHA
COMMON COUNCIL
100 MAIN STREET
FEBRUARY 6, 2023
MINUTES

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:01 p.m.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

PRESENT: Ald. Sevenich, Hammond, Schmidt, Tom Grade, Ted Grade, Ropella, Nichols, Eisenach

ALSO PRESENT: LT Schultz, FC Kloehn, CDD Schroeder, DPW Jungwirth, FD Sassman, PHD Hutter, PRD Sackett, CA Struve, Mayor Merkes, Clerk Krautkramer

D. PUBLIC HEARING

1. Special Use Permit – Proposed Gasoline Station and Electronic Message Centers for Kwik Trip, Inc. located at the Northeast Corner of Racine Road and Ninth Street (Parcels 1-00783-05, 1-00783-06, 1-00783-00, 1-00783-01, 1-00783-02, 1-00783-03, 1-00783-04)
Staff provided an overview of the Special Use Permit for the proposed gasoline station and electronic message centers for Kwik Trip, Inc. located at the northeast corner of Racine Road and Ninth Street.

Troy Batzel, 1626 Oak Street, La Crosse | Kwik Trip Inc.; commented on the Special Use Permit and availability to answer questions if needed.

Rajcoant Singh Maul, 2412 Red Fescue Ct, Menasha; commented on adding an additional gas station in the area, gas station employees, gas station location in proximity to local schools, and Calder Stadium, Calder Stadium traffic, gas station lighting and noise concerns, neighborhood effects, and traffic routes.

Sandra DaBill Taylor, 545 Broad Street, Menasha; Plan Commission meeting discussions, statutory guidance regarding public hearings, notice to adjacent property owners, municipal code pertaining to landscaping, and adverse effects on the neighborhood.

Greg Omachinski, 833 6th Street; Menasha; commented on the location for the Kwik Trip, gas station on the adjacent parcel, offer to purchase, gas stations in the City of Menasha, and state statues regarding public hearing notices.

E. REPORT OF DEPARTMENT OFFICERS/DEPARTMENT HEADS/STAFF/CONSULTANTS

1. Clerk Krautkramer - the following minutes and communications have been received and placed on file:

Minutes to receive:

- a. Board of Health, 12/9/22
- b. Committee on Aging, 12/9/22
- c. Joint Review Board, 12/12/22
- d. Landmarks Commission, 1/11/23
- e. Library Board, 12/27/22

- f. NMFR Joint Finance & Personnel Committee, 1/24/23
- g. NFMR Joint Fire Commission, 1/25/23
- h. NM Sewerage Commission, 11/22/22 & 12/20/22
- i. Plan Commission, 1/17/22
- j. Redevelopment Authority, 1/10/23
- k. Water & Light Commission, 1/25/23

Communications:

- l. COVID-19 Update
 - m. Letter of Request to WisDOT Secretary Thompson for Passenger Rail Application
 - n. Racine Street Bridge Project Revised Schedule Press Release
 - o. Resident Letter – Roundabouts and Main Street Lighting (C. Evenson & D. Kujawa of 523 Broad Street)
 - p. Investment Portfolio Review
- Moved by Ald. Sevenich seconded by Ald. Ted Grade to approve minutes and communications a-p.

General discussion ensued on the Landmarks Commission minutes of 1/11/23 (minutes d.).

Motion carried on voice vote.

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

Rajcoant Singh Maul, 2412 Red Fescue Ct, Menasha; commented on the Citgo-AV Food Mart gas station, gas stations in proximity to Citgo-AV Food Mart, and financial impacts on Citgo-AV Food Mart.

Sandra DaBill Taylor, 545 Broad Street, Menasha; commented on landscaping municipal code, Plan Commission discussions, various accounts payable and payroll items, and Resident Letter – Roundabouts and Main Street Lighting (C. Evenson & D. Kujawa of 523 Broad Street) (Communication o).

Barb Pinkowski, 857 Tayco Street, Menasha; commented on a stop sign safety concern at the intersection of Tayco Street and 9th Street.

Greg Omachinski, 833 6th Street, Menasha; commented on public notice of meetings.

G. CONSENT AGENDA

(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)

Minutes to approve:

- 1. Common Council, 1/16/23

Plan Commission, 1/17/23, Recommends Approval of:

- 2. Certified Survey Map as presented for Kwik Trip, Inc for the parcels consolidation of parcels #1-00783-02, 1-00783-03, 1-00783-01, 1-00783-04, 1-00783-00, 1-00783-05 and 1-00783-06.

3. Special Use Permit as presented for Kwik Trip, Inc. for parcels #1-00783-02, 1-00783-03, 1-00783-01, 1-00783-04, 1-00783-00, 1-00783-05 and 1-00783-06 allowing a Gas Station to operate at this location and allowing the applicant to use planters on the Ninth Street and Racine Road sides of the building in substitute for the landscaping adjacent to the buildings requirement, with Community Development approving the number of planters.
4. Special Use Permit for Kwik Trip, Inc. allowing an electronic message center sign as presented for parcels #1-00783-02, 1-00783-03, 1-00783-01, 1-00783-04, 1-00783-00, 1-00783-05 and 1-00783-06 with the following condition: A completed sign permit application and payment be submitted prior to the installation of the new monument signs.
5. Certified Survey Map – 477 Ahnaip Street – as presented consolidating parcels 3-00475-00 and 3-00485-00 (former Banta Publishing Parking Lot South of Ahnaip Street).

Ald. Sevenich requested to vote on each item separately.
Mayor Merkes ruled the motion germane.

H. ITEMS REMOVED FROM THE CONSENT AGENDA

1. Moved by Ald. Sevenich seconded by Ald. Schmidt to approve Consent Agenda item 1, Common Council, 1/16/23.
Motion carried on voice vote.
2. Moved by Ald. Schmidt seconded by Ald. Tom Grade to approve Consent Agenda item 2, Certified Survey Map as presented for Kwik Trip, Inc for the parcels consolidation of parcels #1-00783-02, 1-00783-03, 1-00783-01, 1-00783-04, 1-00783-00, 1-00783-05 and 1-00783-06.
Motion carried on roll call 8-0.
3. Moved by Ald. Schmidt seconded by Ald. Tom Grade to approve Consent Agenda item 3, Special Use Permit as presented for Kwik Trip, Inc. for parcels #1-00783-02, 1-00783-03, 1-00783-01, 1-00783-04, 1-00783-00, 1-00783-05 and 1-00783-06 allowing a Gas Station to operate at this location and allowing the applicant to use planters on the Ninth Street and Racine Road sides of the building in substitute for the landscaping adjacent to the buildings requirement, with Community Development approving the number of planters.

General discussion ensued on planters on Ninth Street and Racine Road, additional landscaping, competing gasoline stations in the area, and planters on Main Street.

Motion carried on roll call 8-0.

4. Moved by Ald. Schmidt seconded by Ald. Tom Grade to approve Consent Agenda item 4, Special Use Permit for Kwik Trip, Inc. allowing an electronic message center sign as presented for parcels #1-00783-02, 1-00783-03, 1-00783-01, 1-00783-04, 1-00783-00, 1-00783-05 and 1-00783-06 with the following condition: A completed sign permit application and payment be submitted prior to the installation of the new monument signs.
Motion carried on roll call 8-0.

5. Moved by Ald. Schmidt seconded by Ald. Nichols to approve Consent Agenda item 5, Certified Survey Map – 477 Ahnaip Street – as presented consolidating parcels 3-00475-00 and 3-00485-00 (former Banta Publishing Parking Lot South of Ahnaip Street). Motion carried on roll call 8-0.

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 1/13/23 – 2/2/23 in the amount of \$4,034,010.11

Moved by Ald. Nichols seconded by Ald. Ted Grade to approve the accounts payable and payroll for the term of 1/13/23 – 2/2/23 in the amount of \$4,034,010.11.

General discussion ensued on the payment to Atkins Development and property tax refunds.

Motion carried on roll call 8-0.

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. R-1-23 A Resolution Supporting Facility Improvements at UWO-Fox Cities (Introduced by Ald. Nichols)

Moved by Ald. Nichols seconded by Ald. Hammond to approve R-1-23 A Resolution Supporting Facility Improvements at UWO-Fox Cities.

General discussion ensued on:

- The closing of a two year UW campus
- Support for UWO-Fox Cities
- The role of UWO-Fox Cities in the community
- History of UWO-Fox Cities
- Facility improvements
- Floor plans
- Funding sources
- University attendance
- Winnebago County Board considerations
- Opportunities for the community from UWO-Fox Cities
- Remodeling choice

Motion carried on roll call 8-0.

2. R-2-23 An Introductory Resolution for the Discontinuance of Remnant Public Right of Way (Oak Street) (Introduced by Ald. Nichols)

Moved by Ald. Nichols seconded by Ald. Schmidt to approve R-2-23 An Introductory Resolution for the Discontinuance of Remnant Public Right of Way (Oak Street).

Staff provided an overview of R-2-23 An Introductory Resolution for the Discontinuance of Remnant Public Right of Way (Oak Street) and commented on the vacation of Oak Street, publication notice, and public hearing.

General discussion on ensued on the vacation, public hearing date (April 3, 2023), Plan Commission recommendation date, and CSM approval from Plan Commission.

Motion carried on roll call 8-0.

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)

Sandra DaBill Taylor, 545 Broad Street, Menasha; commented on R-1-23 A Resolution Supporting Facility Improvements at UWO-Fox Cities, Kwik Trip Special Use Permit, and the Kwik Trip landscaping proposal.

O. ADJOURNMENT

Moved by Ald. Schmidt seconded by Ald. Hammond to adjourn at 6:54 p.m.

Motion carried on voice vote.

Haley Krautkramer
City Clerk

CITY OF MENASHA
COMMON COUNCIL
FIRST FLOOR CONFERENCE ROOMS
100 MAIN STREET
FEBRUARY 20, 2023
MINUTES

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:01 p.m.

B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

C. ROLL CALL

PRESENT: Ald. Hammond, Schmidt, Tom Grade, Ted Grade, Ropella, Nichols, Eisenach, Sevenich

ALSO PRESENT: PC Thorn, LT Sawyer, FC Kloehn, CDD Schroeder, DPW Jungwirth, DDMO Brown, FD Sassman, PHD Hutter, PRD Sackett, CA Struve, Mayor Merkes, Clerk Krautkramer

D. PUBLIC HEARING

1. Garages, Accessory Buildings, and Uses within the R-1 Single Family Residence District and R-2 Two-Family Residence District (Chicken Coops)

Staff provided an overview of the public hearing notice regarding Chicken Coops and commented on accessory buildings.

E. REPORT OF DEPARTMENT OFFICERS/DEPARTMENT HEADS/STAFF/CONSULTANTS

1. Clerk Krautkramer - the following minutes and communications have been received and placed on file:

Minutes to receive:

- a. Board of Health, 1/12/23
- b. Board of Public Works, 1/16/23
- c. Committee on Aging, 1/13/23
- d. Plan Commission, 2/7/23
- e. Sustainability Committee, 1/5/23

Communications:

- f. Hwy 441 Police Enforcement
- g. Investigative Lieutenant Announcement
- h. IT Steering Committee Member Update
- i. Fox River PCB Cleanup Case Closure Notice
- j. Fox Cities Chamber Economic Outlook Survey Results
- k. Fox Cities Regional Partnership Q4 2022 Economic Development Report
- l. Fox Cities Chamber 2023 Public Policy Agenda
- m. The League – Opinion on What Rules Control the Publication Timing for Legal Notices
- n. Winnebago County Treasurer Public Land Sale

General discussion ensued on Communication f. (Hwy 441 Police Enforcement) and the Investigative Lieutenant Announcement (Communication g.).

Moved by Ald. Sevenich seconded by Ald. Ted Grade to approve minutes and communications a-n.

Motion carried on voice vote.

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

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

Melanie Kading, 669 Appleton Rd, Menasha; commented on O-1-23 Keeping of Chickens in the City, purpose of raising backyard chickens, backyard chicken ownership benefits to Menasha residents, and neighboring municipalities chicken allowances.

Michael Kading, 669 Appleton Rd, Menasha; commented on O-1-23 Keeping of Chickens in the City, chicken ownership benefits, code enforcement, chicken coops, and R-3-23 A Resolution to Develop a Multimodal Bicycle and Pedestrian Connection.

Dick Sturm, 1203 Greenwood Court, Menasha; commented on O-1-23 Keeping of Chickens in the City, neighboring municipalities chicken allowances, Sustainability Committee discussions, Board of Public Health discussions, drafting the ordinance (members, committees, and agencies involved in creation), resident support for keeping of chickens, backyard chicken ownership benefits, and neighborhood impacts.

Rachel Dowling, 642 Depere Street, Menasha; commented on O-1-23 Keeping of Chickens in the City, petition circulated and signatures collected in support of allowing backyard chickens in the City, educational exemption, neighboring municipalities chicken allowances, chicken ownership benefits, keeping of other pets within the City, health considerations, and past chicken ownership practices.

Sarah Mlodik, 357 Winnebago Avenue, Menasha; commented on O-1-23 Keeping of Chickens in the City, educational benefits of chicken ownership, benefits and considerations of chicken ownership, and health considerations.

Greg Omachinski, 833 6th Street, Menasha; commented on O-1-23 Keeping of Chickens in the City, chicken noise considerations, surrendering of chickens, chicken veterinary care, diet for chickens, management of chicken waste, property damage caused by chickens, proper chicken care and maintenance, chicken coop size, and number of chicken allowances.

Amber Hammond, 941 Tayco Street, Menasha; commented on O-1-23 Keeping of Chickens in the City and mental health benefits to chicken ownership.

Sarah Rivet, 351 Naymut Street, Menasha; commented on O-1-23 Keeping of Chickens in the City, benefits of keeping chickens, urban farming benefits, and available local grocery stores.

Sandra DaBill Taylor, 545 Broad Street, Menasha; commented on public attendance at Common Council meetings, O-1-23 Keeping of Chickens in the City (ordinance history, recommendation from the Sustainability Committee, pros and cons to keeping chickens, health considerations, code enforcement considerations, neighboring municipality ordinance comparisons, and complaints), O-2-23 (An Ordinance Amending Title 13, Chapter of the Code of Ordinances - pertaining to accessory structures), R-3-23 A Resolution to Develop a Multimodal Bicycle and Pedestrian Connection (route on Broad Street), and the Water Street Design Engineering Proposal (Action Item 2.).

Ald. Sevenich moved to suspend the rules and discuss Item K (O-1-23 An Ordinance Amending Title 7, Chapter 1, Sec. 7-1-13 of the Code of Ordinances creating subsection (D) Keeping of Chickens in the City) next.
Mayor Merkes ruled the motion germane.

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.)

Board of Public Works, 2/6/23, Recommends Approval of:

1. Change Order to Visu-Sewer for 2022 Sanitary Sewer Lining an ADD in the amount of \$264.00 (Change Order No. 1 & Final)
2. Payment to Visu-Sewer for 2022 Sanitary Sewer Lining in the amount of \$4,501.00 (Payment No. 2 & Final)

H. ITEMS REMOVED FROM THE CONSENT AGENDA

1. Moved by Ald. Sevenich seconded by Ald. Schmidt to approve Consent Agenda item 1, Change Order to Visu-Sewer for 2022 Sanitary Sewer Lining an ADD in the amount of \$264.00 (Change Order No. 1 & Final)
Motion carried on roll call 8-0.
2. Moved by Ald. Sevenich seconded by Ald. Schmidt to approve Consent Agenda item 2, Payment to Visu-Sewer for 2022 Sanitary Sewer Lining in the amount of \$4,501.00 (Payment No. 2 & Final)
Motion carried on roll call 8-0.

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 2/3/23 – 2/16/23 in the amount of \$5,812,655.61

Moved by Ald. Nichols seconded by Ald. Ropella to approve the accounts payable and payroll for the term of 2/3/23 – 2/16/23 in the amount of \$5,812,655.61
Motion carried on roll call 8-0.

2. Water Street Engineering and Design Proposal Acceptance

Moved by Ald. Sevenich seconded by Ald. Schmidt to approve the design and engineering to Robert E. Lee & Associates for the Water/Barlow Street reconstruction as outlined similarly to the 2019 Water Street Corridor Plan not to exceed \$139,450.00 with an additional 25% contingency for unforeseen issues and project needs that may arise.

General discussion ensued on the bids, request for proposal, project complexity, and Robert E. Lee & Associates waterfront designs with area municipalities.

Motion carried on roll call 8-0.

3. Beverage Operators Applications for the 2021-2023 licensing period
Staff provided an overview of the Beverage Operator Application for deferral.

Moved by Ald. Sevenich seconded by Ald. Nichols to approve the Beverage Operators License for Choua Yang.

Ald. Eisenach abstained from voting as a current liquor license holder in the City of Menasha.

Motion carried on roll call 7-0.
Ald. Eisenach abstained.

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

1. O-1-23 An Ordinance Amending Title 7, Chapter 1, Sec. 7-1-13 of the Code of Ordinances creating subsection (D) Keeping of Chickens in the City (Introduced by Ald. Tom Grade and Hammond)

Moved by Ald. Tom Grade seconded by Ald. Hammond to approve O-1-23 An Ordinance Amending Title 7, Chapter 1, Sec. 7-1-13 of the Code of Ordinances creating subsection (D) Keeping of Chickens in the City.

General discussion ensued on:

- Comments made by the public
- Committee discussions and recommendations
- Chicken ownership
- Complaints
- Neighboring municipalities chicken allowances
- Past ordinance considerations
- Resident considerations
- Flock registration pursuant state statues
- Other required City permits
- Pet ownership (primarily cat and dog) permit requirements in the City
- Animal protections
- Pros and cons of keeping chickens
- Ordinance language
- Chicken ownership time and maintenance considerations
- Code enforcement considerations

Moved by Ald. Tom Grade seconded by Ald. Hammond to amend the original motion to include an effective date of April 1, 2023.

Motion carried on roll call 6-2.

Ald. Schmidt and Ropella voted no.

Motion as amended.

Motion carried on roll call 5-4.

Ald. Nichols, Tom Grade, Ted Grade, Hammond voted yes.

Ald. Eisenach, Sevenich, Schmidt, Ropella voted no.

Mayor Merkes voted in favor to break the tie vote.

2. O-2-23 An Ordinance Amending Title 13, Chapter of the Code of Ordinances (R-1 Single Family Residence District, R-2 Two-Family Residence District, and Low Density R-1A Single-Family Residential District Accessory Uses) (Introduced by Ald. Tom Grade)
Moved by Ald. Hammond seconded by Ald. Tom Grade to approve O-2-23 An Ordinance Amending Title 13, Chapter of the Code of Ordinances (R-1 Single Family Residence District, R-2 Two-Family Residence District, and Low Density R-1A Single-Family Residential District Accessory Uses) with an effective date of April 1, 2023.

General discussion on

- Removal of chicken coops
- Chicken coop inspection
- Permit tracking
- Effective date
- Fee cost

Moved by Ald. Sevenich and Hammond to amend the original motion to include the language “so long as the property holds a current annual license and permit per section 7-1-13 (d)”.

Motion carried on roll call 7-1.

Ald. Schmidt voted no.

Motion as amended.

Motion carried on roll call 7-1.

Ald. Schmidt voted no.

3. R-3-23 A Resolution to Develop a Multimodal Bicycle and Pedestrian Connection from Menasha to High Cliff State Park (Introduced by Mayor Merkes)

Moved by Ald. Ropella seconded by Ald. Tom Grade to approve R-3-23 A Resolution to Develop a Multimodal Bicycle and Pedestrian Connection from Menasha to High Cliff State Park.

Moved by Ald. Sevenich seconded by Ald. Nichols to amend the original motion to add the following text within the ordinance to read “WHEREAS, for the purpose of this resolution, the word “project” refers to the feasibility study for the High Cliff State Trail Corridor: Along STH 114; and”

Motion carried on voice vote.

Motion as amended.

Motion carried on roll call 8-0.

4. R-4-23 A Resolution Authorizing the Financing for the First Addition to Lake Park Heights Subdivision Project in the Amount of \$1,016,335 from CoVantage Credit Union (Introduced by Mayor Merkes)

Moved by Ald. Nichols seconded by Ald. Ropella to approve R-4-23 A Resolution Authorizing the Financing for the First Addition to Lake Park Heights Subdivision Project in the Amount of \$1,016,335 from CoVantage Credit Union.

Staff provided an overview of R-4-23 and R-5-23 and commented on the next steps.

Motion carried on roll call 8-0.

5. R-5-23 A Resolution Authorizing the Financing for the Woodland Lakes Cottages Development Project in the Amount of \$3,651,000 from CoVantage Credit Union (Introduced by Mayor Merkes)

Moved by Ald. Nichols seconded by Ald. Ropella to approve R-5-23 A Resolution Authorizing the Financing for the Woodland Lakes Cottages Development Project in the Amount of \$3,651,000 from CoVantage Credit Union.

Motion carried on roll call 8-0.

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)

Dick Sturm, 1203 Greenwood Court, Menasha; commented on Board of Public Health discussions regarding keeping of chickens.

O. ADJOURNMENT

Moved by Ald. Schmidt seconded by Ald. Tom Grade to adjourn at 8:18 p.m.

Motion carried on voice vote.

Haley Krautkramer
City Clerk



MEMORANDUM

TO: City of Menasha Administration Committee
FROM: Kristine Hutter, Public Health Director
DATE: February 15, 2023
RE: Request Approval of Revised Food Service and Recreational Licensing Fee Schedule

BACKGROUND/ANALYSIS: The Menasha Health Department has reviewed the current Environmental Health fee schedule for Food Service and Recreational Licensing. Fees for surrounding public health jurisdictions along with those for the State governing agencies were also reviewed to provide a comparison. Based on this review, the Health Department is requesting approval of the proposed revised fee schedule, to be effective for the 2023-2024 licensing year.

This proposed fee schedule was approved by the City of Menasha Board of Health during their meeting on Friday, February 10.

Changes made to the fee schedule include the following:

- Categories within the Food Facilities section have been reorganized for clarity and to better align with state policy. For example, license types for retail food-not serving meals are now categorized by complexity rather than sales amount.
- Certain individual license fees were increased to better match the overall average for the Fox Valley area and to more adequately cover program costs. (highlighted in yellow on comparison document)
- Some fees are either being established or clarified to better align with updated State Admin code and/or to reflect the inspection complexity and staff time associated. (highlighted in blue)
- We are proposing no changes to certain fees. (highlighted in green) Based on the review, we feel these fees are adequate.
- A 1.00% increase is proposed for all other fees. (no highlight) This is due to the state reimbursement amount increasing from 10% to 11%.
- All proposed fees have been rounded to the nearest whole dollar.

FISCAL IMPACT: Fees are being updated to more adequately cover program expenses, to more closely align with neighboring communities and State Admin code, and to account for the increase in the state reimbursement amount. Revenue generated by these fees offsets tax levy dollars that support this program.

RECOMMENDATION: Staff recommends approval of the revised Food Service and Recreational Licensing Fee Schedule to be effective April 1, 2023 for the 2023-2024 licensing year.

DESCRIPTION	City of Appleton (23-24)	Winnebago Co	Outagamie Co	City of DePere	Brown Co	City of Menasha	Market Avg	Proposed Fee (no rndg)	# In Category
Reatil Food Establishments - Not Serving Meals (Includes Mobile)									
RETAIL FOOD - NOT SERVING MEALS- PREPACKAGED	\$ 200.00	\$ 132.00	\$ 119.00	\$ 128.00	\$ 162.00	\$ 154.00	\$ 149.17	\$ 155.54	8
RETAIL FOOD - NOT SERVING MEALS- SIMPLE NON TCS	\$ 275.00	\$ 199.00	\$ 119.00	\$ 198.00	\$ 449.00	\$ 222.00	\$ 243.67	\$ 224.22	3
RETAIL FOOD - NOT SERVING MEALS - SIMPLE TCS	\$ 400.00	\$ 354.00	\$ 337.00	\$ 426.00	\$ 550.00	\$ 317.00	\$ 397.33	\$ 350.00	4
RETAIL FOOD - NOT SERVING MEALS - MODERATE	\$ 650.00	\$ 595.00	\$ 824.00	\$ 625.00	636-975	\$ 459.00	\$ 630.60	\$ 510.00	8
RETAIL FOOD - NOT SERVING MEALS - COMPLEX	\$ 1,200.00	\$ 1,269.00	\$ 1,101.00	\$ 1,154.00	\$ 1,482.00	\$ 1,186.00	\$ 1232.00	\$ 1197.86	5
MOBILE RETAIL FOOD SERVICE BASE NOT SERVING MEALS - PREPACKAGED	\$ 200.00					\$ 154.00		\$ 155.54	
MOBILE RETAIL FOOD SERVICE BASE NOT SERVING MEALS - SIMPLE NON TCS	\$ 275.00					\$ 222.00		\$ 224.22	
MOBILE RETAIL FOOD SERVICE BASE NOT SERVING MEALS - SIMPLE TCS	\$ 400.00					\$ 317.00		\$ 350.00	
MOBILE RETAIL FOOD SERVICE BASE NOT SERVING MEALS - MODERATE	\$ 650.00					\$ 459.00		\$ 510.00	
MOBILE RETAIL FOOD SERVICE BASE NOT SERVING MEALS - COMPLEX	\$ 1,200.00					\$ 1,186.00		\$ 1197.86	
Retail Food Establishments - Serving Meals (Includes Mobile)									
RETAIL FOOD - SERVING MEALS -PREPACKAGED / LIMITED SERVICE	\$ 310.00	\$ 203.00	\$ 201.00	\$ 125.00	\$ 162.00	\$ 215.00	\$ 202.67	\$ 217.15	4
RETAIL FOOD - SERVING MEALS - SIMPLE	\$ 370.00	\$ 387.00	\$ 403.00	\$ 444.00	449-636	\$ 390.00	\$ 398.80	\$ 393.90	9
RETAIL FOOD - SERVING MEALS - MODERATE	\$ 600.00	\$ 481.00	\$ 601.00	\$ 574.00	682-804	\$ 459.00	\$ 543.00	\$ 510.00	37
RETAIL FOOD - SERVING MEALS - COMPLEX	\$ 750.00	\$ 584.00	\$ 805.00	\$ 708.00	\$ 930.00	\$ 551.00	\$ 721.33	\$ 600.00	7
MOBILE RETAIL FOOD SERVING MEALS - BASE - PREPACKAGED / LIMITED SERVICE	\$ 310.00	\$ 203.00				\$ 215.00		\$ 217.15	1
MOBILE RETAIL FOOD SERVING MEALS - BASE - SIMPLE	\$ 370.00	\$ 387.00				\$ 215.00		\$ 217.15	1
MOBILE RETAIL FOOD SERVING MEALS - BASE - MODERATE	\$ 600.00	\$ 481.00				\$ 345.00		\$ 510.00	0
MOBILE RETAIL FOOD SERVING MEALS - BASE - COMPLEX	\$ 750.00	\$ 584.00				\$ 345.00		\$ 510.00	0
Micro Market									
MICROMARKET	\$ 44.40	\$ 44.00	\$ 44.00			\$ 40.00		\$ 40.40	2
MICROMARKET 2+	\$ 66.60	\$ 66.00	\$ 66.00			\$ 60.00		\$ 60.60	1
Other Fees									
SPECIAL ORGANIZATION - SERVE MEALS/LIMITED SERVICE	\$ 230.00					\$ 153.00		\$ 153.00	

SPECIAL ORGANIZATION - SERVING MEALS	\$ 350.00					\$ 184.00		\$ 184.00	
SCHOOL INSPECTION, LIMITED FOOD SERVICE (DPI)	\$ 230.00					\$ 153.00		\$ 153.00	
SCHOOL INSPECTION, NON-LIMITED FOOD SERVICE (DPI)	\$ 350.00					\$ 184.00		\$ 184.00	1
MOBILE / TRANSIENT INSPECTION FEE	\$ 75.00	\$ 56.00		\$ 44.00				\$ 50.00	
PRE-INSPECTION FEE / PREPACKAGED / NO TCS	\$ 60.00							\$ 100.00	
PRE-INSPECTION FEE / CHANGE OF OWNER	\$ 230.00	\$ 197.00						\$ 150.00	
PRE-INSPECTION FEE / NEW CONSTRUCTION / EXTENSIVE REMODELING	\$ 350.00	\$ 343.00						\$ 300.00	
REINSPECTION FEE (2ND RETURN TRIP)	\$ 130.00							\$ 150.00	
REINSPECTION FEE (3RD RETURN TRIP)	\$ 200.00							\$ 250.00	
SURCHARGE OPERATING WITHOUT A LICENSE	\$ 300.00		\$ 100.00	\$ 162.00		Double Fee		Double Fee	
LATE PAYMENT FEE	\$ 98.00	\$ 157.00	\$ 75.00		\$ 50.00			\$ 100.00	
OPERATING WITHOUT A CFPM	\$ 150.00	\$ 168.00	\$ 150.00	\$ 150.00		\$ 153.00	\$ 154.20	\$ 153.00	
Transient Retail Food Establishments/Special Event Food Sales									
TRANSIENT RETAIL FOOD - PREPACKAGED	\$ 75.00	\$ 97.00		\$ 49.00				\$ 75.00	
TRANSIENT RETAIL FOOD- PROCESSING NON-TCS	\$ 125.00	\$ 97.00		\$ 83.00				\$ 75.00	
TRANSIENT RETAIL FOOD - PROCESSING TCS	\$ 180.00	\$ 184.00	\$ 116.00	\$ 168.00	\$ 191.00	\$ 107.00	\$ 157.67	\$ 150.00	
TRANSIENT RETAIL FOOD - TCS NON-PROFIT >3 DAYS		\$ 99.00						\$ 75.00	
LODGING									
HOTEL/MOTEL - 30 ROOMS OR LESS	\$ 350.00	\$337.00	\$ 253.00	\$ 302.00	\$ 399.00	\$ 199.00	\$ 306.67	\$ 250.00	1
HOTEL/MOTEL - 31-99 ROOMS	\$ 450.00	\$450.00	\$ 360.00	\$ 430.00	\$ 573.00	\$ 265.00	\$ 421.33	\$ 350.00	
HOTEL/MOTEL - 100-199 ROOMS	\$ 550.00	\$500.00	\$ 469.00	\$ 532.00	\$ 712.00	\$ 332.00	\$ 515.83	\$ 450.00	
HOTEL/MOTEL - 200+ ROOMS	\$ 650.00	\$581.00	\$ 469.00	\$ 623.00	\$ 820.00	\$ 612.00	\$ 625.83	\$ 620.00	
TOURIST ROOMING HOUSE	\$ 220.00	\$ 140.00	\$ 226.00	\$ 140.00	\$ 242.00	\$ 163.00	\$ 188.50	\$ 175.00	12
BED & BREAKFAST ESTABLISHMENT	\$ 220.00	\$ 140.00	\$ 234.00	\$ 140.00	\$ 180.00	\$ 163.00	\$ 179.50	\$ 175.00	
PRE-INSPECTION FEE - B&B,TRH, HOTEL/MOTEL								\$ 100.00	
Water Attractions									
PUBLIC POOL/WHIRLPOOL	\$ 660.00	\$ 367.00	\$ 416.00	\$ 373.00		\$ 305.00		\$ 308.05	6
ADDITIONAL PUBLIC POOL						\$ 152.00		remove	
WATER ATTRACTION	\$ 700.00	\$ 370.00	\$ 416.00			\$ 346.00		\$ 349.46	
WATER ATTRACTION WITH UP TO 2 SLIDES	\$ 740.00	\$ 378.00	\$ 416.00	\$ 183.00		\$ 346.00		\$ 349.46	1
ADDITIONAL WATERSLIDE/POOL SLIDE	\$ 75.00	\$ 235.00	\$ 391.00	\$ 92.00		\$ 152.00		\$ 153.52	
POOL PRE-INSPECTION FEE								\$ 100.00	
Tattoo and Body Piercing									
TATTOO ESTABLISHMENT	\$ 225.00	\$ 204.00	\$ 250.00	\$ 191.00	\$ 248.00	\$ 305.00	\$ 237.17	\$ 305.00	4
BODY PIERCING ESTABLISHMENT	\$ 225.00	\$ 204.00	\$ 250.00	\$ 191.00	\$ 248.00	\$ 305.00	\$ 237.17	\$ 305.00	
COMBINED TATTOO & BODY PIERCING ESTABLISHMENT	\$ 325.00	\$ 278.00	\$ 378.00	\$ 281.00	\$ 376.00	\$ 450.00	\$ 348.00	\$ 450.00	
TEMPORARY TATTOO ESTABLISHMENT		\$ 170.00	\$ 250.00	\$ 125.00		\$ 187.00		\$ 187.00	

TEMPORARY BODY PIERCING ESTABLISHMENT		\$ 170.00	\$ 250.00	\$ 125.00		\$ 187.00	\$ 187.00	
COMBINED TEMPORARY TATTOO/BODY PIERCING ESTABLISHMENT		\$ 204.00	\$ 378.00	\$ 281.00		\$ 187.00	\$ 187.00	
PRE-INSPECTION TATTOO/BODY PIERCING							\$ 150.00	
Campgrounds								
RECREATIONAL/EDUCATIONAL CAMP	\$ 400.00	\$ 305.00	\$ 352.00	\$ 216.00		\$ 160.00	\$ 161.60	
CAMPGROUND 1-25 SITES	\$ 142.50	\$ 273.00	\$ 245.00	\$ 192.00		\$ 160.00	\$ 161.60	
CAMPGROUND 26-50	\$ 199.00	\$ 340.00	\$ 245.00	\$ 236.00			\$ 180.00	
CAMPGROUND 51-100	\$ 238.50	\$ 415.00	\$ 296.00	\$ 269.00			\$ 200.00	
CAMPGROUND 101-199	\$ 273.50	\$ 477.00	\$ 296.00	\$ 310.00			\$ 220.00	
CAMPGROUND 200+	\$ 279.00	\$ 546.00	\$ 296.00	\$ 347.00			\$ 240.00	
SPECIAL EVENT CAMPGROUND 1-25 SITES	\$ 55.50	\$ 208.00	\$ 245.00			\$ 160.00	\$ 161.60	
SPECIAL EVENT CAMPGROUND 26-50	\$ 77.00	\$ 280.00	\$ 245.00				\$ 170.00	
SPECIAL EVENT CAMPGROUND 51-100	\$ 94.50	\$ 348.00	\$ 296.00				\$ 180.00	
SPECIAL EVENT CAMPGROUND 101-199	\$ 111.50	\$ 417.00	\$ 296.00				\$ 190.00	
SPECIAL EVENT CAMPGROUND 200+	\$ 117.00	\$ 486.00	\$ 296.00				\$ 200.00	
Manufactured Home Community								
1-20 SITES		\$ 185.00	\$ 332.00			\$ 415.00	\$ 415.00	
21-50 SITES		\$ 342.00	\$ 449.00			\$ 628.00	\$ 628.00	
51-100 SITES		\$ 488.00	\$ 543.00			\$ 922.00	\$ 922.00	
101-175 SITES		\$ 625.00	\$ 640.00			\$ 1196.00	\$ 1196.00	
>175 SITES		\$ 709.00	\$ 640.00			\$ 1425.00	\$ 1425.00	1



**CITY OF MENASHA HEALTH DEPARTMENT
FOOD AND RECREATIONAL LICENSING FEES**

Proposed for 2023-2024 License Year



FOOD FACILITIES		
RETAIL FOOD ESTABLISHMENT - SERVING MEALS (includes MOBILE)		
License Type:	Cur. Fee	Prop. Fee
Prepackaged/Limited Service	\$215.00	\$217.00
Simple	\$390.00	\$394.00
Moderate	\$459.00	\$510.00
Complex	\$551.00	\$600.00
Base - Prepack/LTD Service, Simple	\$215.00	\$217.00
Base - Moderate, Complex	\$345.00	\$510.00
RETAIL FOOD ESTABLISHMENT - NOT SERVING MEALS (includes MOBILE)		
License Type:	Cur. Fee	Prop. Fee
Prepackaged	\$154.00	\$156.00
Simple Non-TCS	\$222.00	\$224.00
Simple TCS	\$317.00	\$350.00
Moderate	\$459.00	\$510.00
Complex	\$1186.00	\$1198.00
Base - Prepackaged	\$154.00	\$156.00
Base - Simple Non-TCS	\$222.00	\$224.00
Base - Simple TCS	\$317.00	\$350.00
Base - Moderate	\$459.00	\$510.00
Base - Complex	\$1186.00	\$1198.00
MICRO MARKET		
License Type:	Cur. Fee	Prop. Fee
Micro Market - 1 Location	\$40.00	\$41.00
Micro Market - 2+ Locations	\$60.00	\$61.00
TRANSIENT RETAIL FOOD ESTABLISHMENTS/ SPECIAL EVENT FOOD SALES		
License Type:	Cur. Fee	Prop. Fee
Prepackaged		\$75.00
Processing Non-TCS		\$75.00
Processing TCS	\$107.00	\$150.00
TCS Non-Profit >3 Days		\$75.00
OTHER FEES		
Fee Type:	Cur. Fee	Prop. Fee
Pre-Inspection - Prepackaged, No TCS	\$	\$100.00
Pre-Inspection - Change of Owner	\$	\$150.00
Pre-Inspection - New Construction, Extensive Remodel	\$	\$300.00
School Insp-LTD Food Service (DPI)	\$153.00	\$153.00
School Insp-Non LTD Food Service (DPI)	\$184.00	\$184.00
Special Org-Serving Meals/LTD Service	\$153.00	\$153.00
Special Org-Serving Meals	\$184.00	\$184.00
Reinspection Fee (2 nd Return Trip)	\$	\$150.00
Reinspection Fee (3 rd Return Trip)	\$	\$250.00
Mobile/Transient Inspection Fee	\$50.00	\$50.00
Surcharge Operating Without License	Double Fee	Double Fee
Operating Without a CFPM	\$153.00	\$153.00
Late Payment Fee	\$100.00	\$100.00

LODGING		
License Type:	Cur. Fee	Prop. Fee
Bed & Breakfast Establishment	\$163.00	\$175.00
Tourist Rooming House	\$163.00	\$175.00
Hotel/Motel - 30 Rooms or Less	\$199.00	\$250.00
Hotel/Motel - 31-99 Rooms	\$265.00	\$350.00
Hotel/Motel - 100-199 Rooms	\$332.00	\$450.00
Hotel/Motel - 200+ Rooms	\$612.00	\$620.00
Pre-Insp Fee - B&B, TRH, Hotel/Motel	\$100.00	\$100.00

CAMPGROUNDS		
License Type:	Cur. Fee	Prop. Fee
Recreational/Educational Camp	\$160.00	\$162.00
Campground 1-25 Sites	\$160.00	\$162.00
Campground 26-50 Sites	\$	\$180.00
Campground 51-100 Sites	\$	\$200.00
Campground 101-199 Sites	\$	\$220.00
Campground 200+ Sites	\$	\$240.00
Special Event Camp 1-25 Sites	\$160.00	\$162.00
Special Event Camp 26-50 Sites	\$	\$170.00
Special Event Camp 51-100 Sites	\$	\$180.00
Special Event Camp 101-199 Sites	\$	\$190.00
Special Event Camp 200+ Sites	\$	\$200.00

MANUFACTURED HOME COMMUNITY		
License Type:	Cur. Fee	Prop. Fee
1-20 Sites	\$415.00	\$415.00
21-50 Sites	\$628.00	\$628.00
51-100 Sites	\$922.00	\$922.00
101-175 Sites	\$1196.00	\$1196.00
>175 Sites	\$1425.00	\$1425.00

WATER ATTRACTIONS		
License Type:	Cur. Fee	Prop. Fee
Public Pool	\$305.00	\$308.00
Additional Public Pool	\$152.00	Remove
Water Attraction	\$346.00	\$350.00
Water Attraction - Up To 2 Slides	\$346.00	\$350.00
Additional Waterslide/Pool Slide	\$152.00	\$154.00
Pre-Inspection Fee Pool	\$	\$100.00

TATTOO AND BODY PIERCING		
License Type:	Cur. Fee	Prop. Fee
Tattoo Establishment	\$305.00	\$305.00
Body Piercing Establishment	\$305.00	\$305.00
Combined Tattoo/Body Piercing Establishment	\$450.00	\$450.00
Temporary Tattoo Establishment	\$187.00	\$187.00
Temporary Body Piercing Est	\$187.00	\$187.00
Combined Temporary Tattoo/Body Piercing Establishment	\$187.00	\$187.00
Pre-Insp Fee Tattoo/Body Piercing	\$	\$150.00



Memorandum

Date: February 16, 2023

To: Board of Public Works

From: Laura Jungwirth – Director of Public Works
Corey Gordon – Deputy Director of Engineering

RE: Recommend to Award – Contract Unit No. MCM 09-22-00335; 2023 Sanitary Sewer & Water Main Reconstruction

The City of Menasha publicly opened bids on Thursday, February 16, 2023 for Contract Unit No. MCM 09-22-00335, 2023 Sanitary Sewer & Water Main Reconstruction. Four bids were received as indicated on the enclosed bid tabulation.

This project will consist of the installation of the Sanitary Sewer for the City and Water Main for Menasha Utilities.

Recommendation

Motion to recommend to Common Council awarding Contract Unit No. MCM 09-22-00335 2023 Sanitary Sewer & Water Main Reconstruction, to include Alternate Bid Items, to Donald Hietpas and Sons Construction, Inc. in the amount of \$784,578.00.

BID TABULATION

OWNER: CITY OF MENASHA
Project Name: 2023 Sanitary Sewer and Water Main Reconstruction
Contract No.: M0002-09-22-00335
Bid Date: Thursday, February 16, 2023
Bid Time: 10:00 a.m.
Project Manager: Andy Schmidt

Engineer: McMAHON ASSOCIATES, INC.
 1445 McMahon Drive
 PO Box 1025
 Neenah, WI 54956 / 54957-1025

DONALD HIETPAS AND SONS INC.
 1450 E North Ave
 Little Chute, WI 54140

KRUCZEK CONSTRUCTION INC.
 3636 Kewaunee Rd.
 Green Bay, WI 54311

ADVANCE CONSTRUCTION INC.
 2141 Wooddale Ave
 Green Bay, WI 54313

DORNER INC.
 E506 Luxemburg Road
 Luxemburg, WI 54217

SANITARY SEWER

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	40	L.F.	10 Inch PVC Sanitary Sewer	\$114.50	\$4,580.00	\$164.00	\$6,560.00	\$148.00	\$5,920.00	\$154.00	\$6,160.00
2.	2537	L.F.	12 Inch PVC Sanitary Sewer	\$105.00	\$266,385.00	\$105.00	\$266,385.00	\$109.00	\$276,533.00	\$134.00	\$339,958.00
3.	371	L.F.	12 Inch PVC Storm Sewer	\$50.00	\$18,550.00	\$62.50	\$23,187.50	\$51.50	\$19,106.50	\$59.00	\$21,889.00
4.	41	L.F.	12 Inch RCP Storm Sewer	\$55.00	\$2,255.00	\$77.50	\$3,177.50	\$80.00	\$3,280.00	\$99.00	\$4,059.00
5.	2	Ea.	48 Inch Storm Sewer Manhole	\$2,200.00	\$4,400.00	\$3,930.00	\$7,860.00	\$2,808.00	\$5,616.00	\$2,465.00	\$4,930.00
6.	2	Ea.	Storm Inlet	\$1,850.00	\$3,700.00	\$2,330.00	\$4,660.00	\$3,005.00	\$6,010.00	\$2,116.00	\$4,232.00
7.	5	Ea.	48 Inch Sanitary Sewer Manhole Remove and Replace	\$4,525.00	\$22,625.00	\$5,940.00	\$29,700.00	\$5,928.00	\$29,640.00	\$5,709.00	\$28,545.00
8.	27	Ea.	Sanitary Sewer Main PVC Wye Connection	\$430.00	\$11,610.00	\$500.00	\$13,500.00	\$348.50	\$9,409.50	\$417.00	\$11,259.00
9.	5	Ea.	Sanitary Sewer Main Saddle Connection with Pressure Kit	\$350.00	\$1,750.00	\$666.00	\$3,330.00	\$1,136.00	\$5,680.00	\$639.00	\$3,195.00
10.	43	L.F.	4 Inch Schedule 40 Storm Sewer	\$45.00	\$1,935.00	\$46.00	\$1,978.00	\$50.50	\$2,171.50	\$62.00	\$2,666.00
11.	46	L.F.	4 Inch Schedule 40 Sanitary Sewer Lateral	\$80.00	\$3,680.00	\$90.00	\$4,140.00	\$109.50	\$5,037.00	\$107.00	\$4,922.00
12.	531	L.F.	6 Inch Schedule 40 Sanitary Sewer Lateral	\$80.00	\$42,480.00	\$95.00	\$50,445.00	\$114.50	\$60,799.50	\$117.00	\$62,127.00
13.	3209	L.F.	Televise and Deflection Testing Sewer Mains	\$1.00	\$3,209.00	\$1.75	\$5,615.75	\$1.48	\$4,749.32	\$1.30	\$4,171.70
14.	35	Ea.	Televise Sewer Laterals	\$79.00	\$2,765.00	\$117.00	\$4,095.00	\$140.00	\$4,900.00	\$148.00	\$5,180.00
15.	900	S.Y.	Lawn and Terrace Restoration	\$6.90	\$6,210.00	\$10.00	\$9,000.00	\$8.50	\$7,650.00	\$5.40	\$4,860.00
16.	1	L.S.	Water Street Trench Preparation	\$1,500.00	\$1,500.00	\$6,500.00	\$6,500.00	\$9,250.00	\$9,250.00	\$26,184.00	\$26,184.00
17.	1	L.S.	Erosion Control	\$1,380.00	\$1,380.00	\$4,100.00	\$4,100.00	\$1,500.00	\$1,500.00	\$2,704.00	\$2,704.00
18.	1	L.S.	Traffic Control	\$2,525.00	\$2,525.00	\$2,500.00	\$2,500.00	\$4,600.00	\$4,600.00	\$4,856.00	\$4,856.00
19.	1	L.S.	Mobilization	\$8,200.00	\$8,200.00	\$5,200.00	\$5,200.00	\$20,000.00	\$20,000.00	\$10,739.00	\$10,739.00
SUB TOTAL (Items 1., through 19., Inclusive)					\$409,739.00		\$451,933.75		\$481,852.32		\$552,636.70

NINTH STREET WATER MAIN

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20.	359	L.F.	8 Inch C900 Certa Lok or HDPE Pipe Burst	\$101.00	\$36,259.00	\$112.00	\$40,208.00	\$112.00	\$40,208.00	\$142.00	\$50,978.00
21.	45	L.F.	8 Inch PVC Water Main	\$220.00	\$9,900.00	\$248.00	\$11,160.00	\$206.00	\$9,270.00	\$239.00	\$10,755.00
22.	2	Ea.	Short Side Water Service Replacement	\$1,600.00	\$3,200.00	\$1,755.00	\$3,510.00	\$1,000.00	\$2,000.00	\$1,730.00	\$3,460.00
23.	1	Ea.	Replace Storm Sewer Lead	\$900.00	\$900.00	\$1,168.00	\$1,168.00	\$1,000.00	\$1,000.00	\$2,131.00	\$2,131.00
24.	1	Ea.	Replace Storm Sewer Inlet	\$1,300.00	\$1,300.00	\$2,330.00	\$2,330.00	\$2,324.00	\$2,324.00	\$2,326.00	\$2,326.00
25.	80	S.Y.	25 psi Polystyrene Insulation (Minimum 2 Inch Thick)	\$15.00	\$1,200.00	\$20.00	\$1,600.00	\$20.00	\$1,600.00	\$23.00	\$1,840.00
26.	1	L.S.	Erosion Control	\$600.00	\$600.00	\$500.00	\$500.00	\$750.00	\$750.00	\$1,298.00	\$1,298.00
27.	1	L.S.	Traffic Control	\$1,263.00	\$1,263.00	\$1,225.00	\$1,225.00	\$2,400.00	\$2,400.00	\$2,534.00	\$2,534.00
28.	1	L.S.	Turf Restoration	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,082.00	\$1,082.00
SUB TOTAL (Items 20 through 28., Inclusive)					\$56,122.00		\$62,201.00		\$60,052.00		\$76,404.00

THIRD STREET WATER MAIN

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
29.	325	L.F.	6 Inch PVC Water Main	\$98.00	\$31,850.00	\$95.00	\$30,875.00	\$108.50	\$35,262.50	\$147.00	\$47,775.00
30.	60	L.F.	6 Inch Water Main (Hydrant Lead)	\$60.00	\$3,600.00	\$152.00	\$9,120.00	\$108.50	\$6,510.00	\$214.00	\$12,840.00
31.	3	Ea.	12 x 6 Inch Tapping Valve	\$4,500.00	\$13,500.00	\$4,570.00	\$13,710.00	\$6,422.00	\$19,266.00	\$4,749.00	\$14,247.00
32.	2	Ea.	12 x 4 Inch Tapping Valve	\$4,200.00	\$8,400.00	\$4,350.00	\$8,700.00	\$6,073.00	\$12,146.00	\$4,372.00	\$8,744.00
33.	3	Ea.	4 Inch Valve	\$1,500.00	\$4,500.00	\$2,000.00	\$6,000.00	\$1,740.00	\$5,220.00	\$2,049.00	\$6,147.00
34.	4	Ea.	Hydrant	\$5,240.00	\$20,960.00	\$6,500.00	\$26,000.00	\$5,917.00	\$23,668.00	\$6,386.00	\$25,544.00
35.	1	Ea.	Hydrant with Auxiliary Valve	\$6,800.00	\$6,800.00	\$9,000.00	\$9,000.00	\$7,984.00	\$7,984.00	\$9,021.00	\$9,021.00
36.	150	L.F.	4" Water Lateral	\$75.00	\$11,250.00	\$65.00	\$9,750.00	\$108.50	\$16,275.00	\$120.00	\$18,000.00
37.	31	Ea.	Long Side Water Service Replacement	\$3,200.00	\$99,200.00	\$3,525.00	\$109,275.00	\$2,500.00	\$77,500.00	\$3,254.00	\$100,874.00
38.	2	Ea.	Replace Storm Sewer Lead	\$900.00	\$1,800.00	\$1,168.00	\$2,336.00	\$1,000.00	\$2,000.00	\$2,298.00	\$4,596.00
39.	2	Ea.	Replace Storm Sewer Inlet	\$1,300.00	\$2,600.00	\$2,330.00	\$4,660.00	\$2,324.00	\$4,648.00	\$2,380.00	\$4,760.00
40.	180	S.Y.	25 psi Polystyrene Insulation (Minimum 2 Inch Thick)	\$15.00	\$2,700.00	\$20.00	\$3,600.00	\$20.00	\$3,600.00	\$23.00	\$4,140.00
41.	1	L.S.	Erosion Control	\$100.00	\$100.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,947.00	\$1,947.00
42.	1	L.S.	Traffic Control	\$3,232.00	\$3,232.00	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$2,956.00	\$2,956.00
43.	1	L.S.	Turf Restoration	\$3,780.00	\$3,780.00	\$2,000.00	\$2,000.00	\$5,500.00	\$5,500.00	\$3,785.00	\$3,785.00
SUB TOTAL (Items 29. through 43., Inclusive)					\$214,272.00		\$237,326.00		\$223,379.50		\$265,376.00

WATER STREET WATER MAIN

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
44.	120	L.F.	8 Inch PVC Water Main	\$100.00	\$12,000.00	\$146.00	\$17,520.00	\$108.50	\$13,020.00	\$196.00	\$23,520.00
45.	1	Ea.	16 Inch Valve	\$14,000.00	\$14,000.00	\$18,222.25	\$18,222.25	\$12,684.00	\$12,684.00	\$13,901.00	\$13,901.00
46.	1	Ea.	16 x 8 Inch Tapping Valve	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$8,422.00	\$8,422.00	\$6,459.00	\$6,459.00
47.	2	Ea.	16 x 6 Inch Tapping Valve	\$6,000.00	\$12,000.00	\$5,500.00	\$11,000.00	\$7,576.00	\$15,152.00	\$5,544.00	\$11,088.00
48.	1	L.S.	Abandon 6 Inch Water Main	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,580.00	\$2,580.00
49.	1	Ea.	Hydrant with Auxiliary Valve	\$5,240.00	\$5,240.00	\$9,400.00	\$9,400.00	\$8,285.00	\$8,285.00	\$9,312.00	\$9,312.00
50.	12	Ea.	Short Side Water Service Replacement	\$1,600.00	\$19,200.00	\$1,875.00	\$22,500.00	\$2,200.00	\$26,400.00	\$1,907.00	\$22,884.00
51.	1	Ea.	Replace Storm Sewer Lead	\$900.00	\$900.00	\$1,167.00	\$1,167.00	\$1,000.00	\$1,000.00	\$2,298.00	\$2,298.00
52.	1	Ea.	Replace Storm Sewer Inlet	\$1,300.00	\$1,300.00	\$2,330.00	\$2,330.00	\$2,324.00	\$2,324.00	\$2,380.00	\$2,380.00
53.	60	S.Y.	25 psi Polystyrene Insulation (Minimum 2 Inch Thick)	\$15.00	\$900.00	\$20.00	\$1,200.00	\$20.00	\$1,200.00	\$23.00	\$1,380.00
54.	1	L.S.	Erosion Control	\$100.00	\$100.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$1,514.00	\$1,514.00
55.	1	L.S.	Traffic Control	\$2,525.00	\$2,525.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,639.00	\$2,639.00
56.	1	L.S.	Turf Restoration	\$600.00	\$600.00	\$1,100.00	\$1,100.00	\$3,000.00	\$3,000.00	\$1,082.00	\$1,082.00
SUB TOTAL (Items 44. through 56., Inclusive)					\$78,765.00		\$95,539.25		\$97,487.00		\$101,037.00

ALTERNATE BID ITEMS - SANITARY SEWER PROJECT

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-1.	70	L.F.	4 Inch Schedule 40 Sanitary Sewer Lateral	\$80.00	\$5,600.00	\$91.00	\$6,370.00	\$109.50	\$7,665.00	\$122.00	\$8,540.00
A-2.	251	L.F.	6 Inch Schedule 40 Sanitary Sewer Lateral	\$80.00	\$20,080.00	\$95.00	\$23,845.00	\$114.50	\$28,739.50	\$127.00	\$31,877.00
SUB TOTAL (ITEMS A-1. Through A-2., Inclusive)					\$25,680.00		\$30,215.00		\$36,404.50		\$40,417.00
TOTAL (Items 1. through 56., Inclusive)					\$758,898.00		\$847,000.00		\$862,770.82		\$995,453.70
TOTAL + ALTERNATE BID ITEMS					\$784,578.00		\$877,215.00		\$899,175.32		\$1,035,870.70

Bid Security	10%	10%	10%	10%
Addendum Acknowledgement	yes	yes	yes	yes

Subcontractor	Subcontractor	Subcontractor	Subcontractor
Speedy Clean - Televising Sewer Pleasant Knoll Landscaping-Terrace Restoration	M&E Construction - Laterals/Boring	Barricade Flasher - Traffic Control	N/A
Warning Lites - Traffic Control			



MEMORANDUM

To: Common Council

From: Megan Sackett, Parks & Recreation Director/ms

Date: March 1, 2023

RE: MOU with Fox Valley Athletics

The City has worked with Eric Schaefer of Fox Valley Athletics (FVA) since 2020 to fully administer the annual Adult Summer softball program and looks to continue this partnership. FVA started ten years ago and quickly turned into one of the most successful softball/kickball organizations in the mid-west. Contrary to national enrollment, which is at a 17% decline per season, FVA has grown in each of the past ten years. In addition to the Menasha program, FVA also coordinates the Adult Softball programs for the City of Appleton at Memorial Park utilizing 21 diamonds over the course of 4 nights; as well as, the coordination of the adult softball program at Willie Beamon's in Neenah. FVA is now at 286 teams (2022 numbers) throughout three communities. FVA has demonstrated the passion, dedication, network and expertise to develop and grow an adult softball program.

Adult Softball has been a long-standing tradition in Menasha and recently the Park Board and the Common Council has made a commitment to continuing this tradition with the approval of the new softball diamond in Jefferson Park. To further the development and growth of the adult softball program in Menasha, staff is looking to develop a long-term agreement with FVA. With the combination of the dedication and expertise of FVA and the investment into the facilities, staff sees the opportunity for further growth of the program and believes the best option for success is with FVA maintaining leadership of the program.

This 3 year agreement will solidify our partnership with FVA to cooperatively work to rebuild adult softball in Menasha.

Staff has reviewed the cost of field preparation recently, determining with staffing costs and supplies, the estimated cost to prep the diamond is \$35. With the

proposed annual fee in this agreement of \$840, this would cover the costs the City incurs to prep the diamonds for the two 12-game seasons.

Recommendation

Park Board recommendation is approval of the MOU with Fox Valley Athletics for the term of 2023-2025.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between Fox Valley Athletics (hereinafter, "FVA") and the City of Menasha (hereinafter, "City"), on behalf of the City of Menasha Parks and Recreation Department (hereinafter, "MPRD") for adult softball league administration and oversight services.

1. MPRD is a Department of the City of Menasha, a municipal entity located at 100 Main St., Menasha, WI 54952, that is responsible for managing and maintaining parks, public spaces, and recreational facilities within the City while also coordinating recreational events and programs benefitting the community.
2. Fox Valley Athletics, LLC (hereinafter, "FVA") is a Wisconsin limited liability company that administers adult recreational leagues in the Fox Valley area, with administrative offices at 1139 Honeycreek Circle, Oshkosh, WI 54904 and states itself to be an independent contractor under the Internal Revenue Code.

A. PURPOSE

The MPRD and FVA mutually agree that the Summer (May – August) Adult Softball Leagues (hereinafter, "program") would benefit from FVA's management of the program that promotes a positive spirit of the game and a family friendly atmosphere.

B. TERM

The term of this MOU shall be from May 1 to September 1 (hereafter Seasonal Use period) for the calendar years of 2023 through 2025. This MOU may be extended by mutual agreement in writing between the City and FVA. In the event either party wishes to opt-out of this agreement, written notification must be given by December 31st of the year proceeding the upcoming season.

C. ROLES, RESPONSIBILITIES AND COMPENSATION

FVA's responsibilities:

1. Establish the structure of the program including but not limited to, the various leagues in the program, the number of teams in each league, season length, game schedules and make-up schedules.
2. Provide program marketing through the FVA's website, social media, etc.
3. Recruit, hire, train, schedule and oversee all program staff to carry out all terms of this agreement.
3. Establish or revise program rules as needed.

4. Develop and distribute team registration and other program information to new and returning teams.
5. Register all teams and collect team/player fees as established by FVA.
6. Oversee and manage the day-to-day duties required to maintain a successful program that include, but are not limited to the following duties:
 - Regularly communicate with team managers/players.
 - Conduct pre-season meetings.
 - Manage player and spectator issues.
 - Enforce league rules.
 - Provide bat stickers.
 - Coordinate end of season awards.
 - Maintain league standings
7. Communicate any/all field maintenance issues to the MPRD on a timely basis.
8. Provide Annual Report: FVA shall provide an annual report to the MPRD Director (or Department Designee) by December 31 of each year that includes, but is not necessarily limited to, a summary of programs offered, tournaments held, number of teams per program, summary of significant events and recommendations for future years.
9. Insurance Requirements:
 - a. Provide a Certificate of Insurance in the following minimum amounts:

Comprehensive General Liability

Bodily Injury - \$300,000 per person; \$300,000 each occurrence
Property Damage - \$300,000 each occurrence;
\$300,000 aggregate or \$300,000 single limit

Workers Compensation

Statutory, with \$100,000 Employer's Liability

Umbrella

\$1,000,000 or liability limits listed above of at least \$1,000,000

- b. FVA shall supply the City with a Certificate of Insurance and Endorsement naming the City, its officers, council members, agents, authorized volunteers and employees, as an additional insured's and providing that the insurance policies cannot be canceled or materially altered without providing the City at least 30 days' notice of such proposed cancellation or alteration. It is hereby agreed and understood that the insurance by the City of Menasha is primary coverage and that any insurance or self-insurance maintained by the City of Menasha, its officers, council members, agents, employees or authorized volunteers will not

contribute to a loss. All insurance shall be in full force prior to commencing the program and remain in force until the program has ended.

The City's Responsibilities:

1. Assist with the distribution of team registration and other program information to prospective teams.
2. Maintain all fields including all support amenities such as restrooms, scoreboards, bleachers, bases, chalk, field drying material, etc.
3. Provide all electrical utilities to the fields.
4. Manage any rentals/use of the fields by non-program users.

Compensation: As partial consideration for this MOU, FVA agrees to pay the City a fee of \$840 per year during the term of the agreement. Payment shall be made by June 15 of each year.

D. PERSONNEL: FVA shall employ, at no cost to the City, a sufficient number of qualified personnel to ensure efficient performance of the various duties set forth in this agreement. FVA's staff shall be adequately trained and attired in a manner consistent with generally accepted customer service and community standards:

1. FVA shall be solely responsible for the salaries, benefits, tax withholding, Social Security and any other payroll deductions related to its employees. FVA shall clearly establish with its employees that, while they will be working within a City facility, they are its employees and not employed by the City and no actions shall be taken or representations made, to create an employment relationship between said FVA employees and the City.
2. FVA shall maintain and provide proof that it maintains a current Worker's Compensation policy covering its employees.
3. Non – discrimination – Contractor's Hiring practices: FVA agrees to abide by hiring practices that shall not in any fashion discriminate against any individual because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

E. ADDITIONAL TERMS:

1. Facility Terms:
 - a. Facility Use: FVA shall have the right to use the Jefferson Park East Softball Diamond (hereinafter, "facility") for the Program between 4:00 p.m. and 11:00 p.m. Sundays

- and Thursdays during the term of this MOU. FVA shall schedule times for use as soon as practicable and shall coordinate said scheduling with the City in order to avoid conflicts with other uses scheduled by the City. Additional program nights may be added as long as they are coordinated with the City and fit within the terms of this MOU.
- b. **Field Closures:** The City reserves the right to close the facility due to rain or other weather events. FVA shall cooperate with the City to ensure that the facility is operated in a manner that benefits both the FVA and the City. The City shall have the sole authority to determine when the facility may be opened or closed due to field conditions. However, if a City representative cannot be reached, and it is reasonably evident that the use of the diamonds may damage the facility based on current field conditions, FVA shall not offer the use of such facility until field conditions improve. Notwithstanding the above, the FVA is expressly authorized to close the facility when presented with an imminent weather danger or other emergency.
 - c. **Facility Expenses:** FVA shall, on an annual basis during the term of this MOU, prior to yearend of each calendar year, reimburse or pay all non-insured expenses for repair or replacement to the facility, bleachers, scoreboards and any other City items or equipment, arising from FVA's negligent use during the term of the MOU, normal wear and tear excepted. The City shall be responsible for structural and equipment repair and maintenance for the facility.
 - d. **Facility Improvements:** Nothing in this MOU shall limit FVA from cooperating with the City in caring for, maintaining, supervising, and/or constructing improvements in furtherance of this MOU. FVA shall make no alteration, addition, or improvement to the facility without the advance consent and approval of the City.
2. **Use of City Logo:** It is understood that in operation of this agreement, the City does not grant FVA the right to use the City trade name, trademark, service mark, logotype, advertising, or other commercial symbol without the advance consent and approval of the City.
 3. **Non – discrimination – Daily Operations:** FVA and employees thereof, while engaged in delivering any services pursuant to this agreement, shall not in any fashion discriminate against any individual because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction

record, less than honorable discharge, physical appearance, sexual orientation, political benefits, or student status.

4. MOU Transfer/Assignment Prohibited: FVA shall have no right to assign any of the rights or benefits under this MOU without prior written consent of the City.
5. Non-Appropriation: In the event of Non-appropriation, that is, the failure of the City of Menasha Common Council to appropriate money for any year sufficient for the continued performance by the City of all of City's obligations under this MOU, this MOU shall terminate upon the last day of the fiscal year for which funds were appropriated.
6. Complete Agreement: This MOU is the complete agreement between the City of Menasha, on behalf of the MPRD and FVA and may be amended only by written agreement signed by each of the parties involved.
7. Notice of Breach: If any provision of this MOU is violated, written notification of the violation shall be personally served upon the other party or sent by Certified Mail and shall include a notice that the party in violation has ten (10) days to correct the violation. If, after ten (10) days the violation has not been corrected, the party sending the notice shall have the right, at its option, to terminate the agreement without such termination being considered a breach of the agreement.

F. SEVERABILITY CLAUSE: If any section, or portion thereof, of this MOU is found to be void, unenforceable, or unconstitutional, the improper portion shall be severed and the remaining provisions will remain in full force and effect to the maximum extent permitted by law.

G. INDEMNIFICATION CLAUSE:

For good and valuable consideration, the Fox Valley Athletics, LLC., agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees) arising out of this agreement, cause in whole or in part, by FVA, its officers, officials, employees, agents or anyone for whose acts they may be liable, except where cause by the sole negligence or willful misconduct of the City.

In witness whereof, the parties have executed this Agreement on this _____ day of March, 2023.

Fox Valley Athletics, LLC

City of Menasha

FVA Representative Signature

Donald Merkes, Mayor

Attest:

Printed Name & Title

Haley Krautkramer, City Clerk

APPROVED AS TO FORM:

Margaret Struve, City Attorney



MEMORANDUM

To: Common Council

From: Megan Sackett, Parks & Recreation Director/ms

Date: March 1, 2023

RE: Harbormaster Agreement for 2023-2024

Diane Schabach has served as Harbormaster for the last three decades and continues to provide quality management and administration of the Menasha Marina. The terms of the provided agreement are a renewal of agreed upon terms from the previous agreement with the exception of the annual payment for the Harbormaster Management. Previous years, the annual increase was \$750 annually which is about a 1.4% increase. Staff is recommending an annual increase of \$1000 to aide in the offset of rising costs.

Recommendation

Park Board recommendation is approval of the Menasha Marina Harbormaster agreement for the term of 2023-2024.

MARINA HARBORMASTER'S AGREEMENT – 2023 & 2024

This Agreement made and entered into this ___day of March, 2023 by and between the City of Menasha, a Municipal Corporation (City), and Diane E. Schabach and Rana Rose L. Jannette dba Harbormaster (collectively, Harbormaster), for the provision of services related to the operation of the Menasha Marina, located on the Government Canal, between the Tayco Street and Racine Street bridges in the City of Menasha for the 2023-2024 boating season.

After due consideration of the following terms and conditions, these parties mutually agree as follows:

I. TERMS OF AGREEMENT

- A. This contract is valid for a period of two (2) years and is effective during the Navigation season, as determined by the US Coast Guard and confirmed by East Central Wisconsin Regional Planning Commission, generally, on or about April 20 through October 15.
- B. On or before January 1, during the term of the agreement, the contract may be extended, pending favorable review of performance and audit of records by the City. The payment to fulfill the 2023 agreement shall be \$53,000. The payment to fulfill the 2024 agreement shall be \$54,000.

II. HOURS OF OPERATION

The Marina will be open daily throughout the navigation season with hours posted by the Harbormaster. Minimum hours of operation will be Monday through Thursday, 11:00am-6:00pm; Friday, 11:00am-7:00pm; Saturday, 9:00am-7:00pm and Sunday 9:00am-6:00pm beginning the week before Memorial Day until the weekend after Labor Day.

III. SCHEDULE OF PAYMENT

The Harbormaster will receive a lump sum dollar amount paid by the City according to the following schedule:

25% by May 15	25% by August 15
25% by June 15	25% by October 15

IV. SCOPE OF WORK

The Harbormaster will assist the public boater by renting seasonal and transient boat slips, selling gasoline and oil, sanitary head pump out, sale of concessions (as approved by the City).

V. DESCRIPTION OF MARINA FACILITY

- A. Twenty-one 26' slips; thirty-four 30' slips; thirty-two 36' slips and 300' along the Riverwalk in front of the condominiums. Seasonal slips are issued on a first come, first serve basis. Each slip has potable water and 110 volt electric outlets, and dock boxes.
- B. Security fencing around entire perimeter with Marina patrons issued a gate key.
- C. Restroom facilities for use by all boaters and shower facilities available to slip renters.
- D. A harbor house complete with retail sale availability for use by Harbormaster.
- E. Gasoline tanks and sanitary head pump out.

VI. HARBORMASTER'S OBLIGATIONS

The Harbormaster agrees to:

- A. Employ, train and schedule sufficient personnel to satisfactorily operate the facility. All employees will be governed by Equal Opportunity guidelines.
- B. Be responsible for all monetary transactions, bookkeeping and reporting. Harbormaster will furnish monthly accounting statements to the City. A year-end audit, at a mutually agreed upon time, will be held to discuss and review operations.
- C. Be responsible for training staff in the safe and proper techniques of pumping gasoline, pumping sanitary head and providing basic preventative maintenance checks to marina patrons.
- D. Will assign transient and seasonal slips and maintain a record of all "slip rental" contracts. Allow a maximum of two (2) slips to be used exclusively for transient rental within the Marina and all transient docking along the bulkhead of the U.S. Government Canal adjacent to the Marina.
- E. Will maintain a waiting list of prospective slip renters for the subsequent boating season.
- F. Establish payroll procedure for all Harbormaster employees and submit reports to State and Federal agencies as required.
- G. Provide a certificate of insurance in the following minimum amounts:
 - 1. **Comprehensive General Liability**
Bodily Injury - \$300,000 per person; \$300,000 each occurrence
Property Damage - \$300,000 each occurrence;
\$300,000 aggregate or \$300,000 single limit
 - 2. **Workers Compensation**
Statutory, with \$100,000 Employer's Liability
 - 3. **Umbrella**
\$1,000,000 or liability limits under G.1 above of at least \$1,000,000.
 - 4. The Harbormaster shall supply the City with a Certificate of Insurance and Endorsement naming the City as an additional insured.

- H. Be responsible for and obtain any necessary business licenses and permits.
- I. Assist the City in developing appropriate Marina rules and regulations and enforcing said rules and regulations.
- J. Be responsible for dissemination of information to marina patrons.
- K. Provide sanitary head pump out services.
- L. Be responsible for ordering and maintaining an inventory of gasoline.
- M. Be responsible for ordering and maintaining vending machines and inventory (location and type of concession items must be approved by City).
- N. Assume financial responsibility for all monthly telephone use.
- O. Issue and maintain a record of marina keys.
- P. Provide all office expendables, such as pens, staples, tape, paper, etc.

VII. CITY'S OBLIGATION

The City Agrees to:

- A. Forward all Marina slip inquiries to Harbormaster.
- B. Provide furniture, cash registers, telephones, credit card machines, Marine FM radio, map case, shelving and counter space as needed.
- C. Furnish refuse pickup (and dumpsters) on a weekly basis.
- D. Provide routine cleanup and sanitation of restroom facilities.
- E. Provide clerical help for disseminating communications as needed including associated mail costs not to exceed \$2,000 per navigation season. The costs are to be approved by the Director of Parks and Recreation.
- F. Provide routine maintenance of Marina grounds, building, and equipment.
- G. Provide painting, electrical and plumbing maintenance as needed.
- H. Supply tissue, soap and other toiletries for the shower/restroom building.
- I. Work cooperatively with Harbormaster in establishing Marina fees and charges and post a copy of them in harbor house.
- J. Pay utility costs including electricity, sewer and water.
- K. Provide maintenance to the sanitary head pump out.
- L. Be responsible for maintaining all docks, including gas dock, in quality condition in the event of vandalism, wind, ice or damages that may occur.
- M. Pay all gasoline invoices (purchased for resale).
- N. Provide and maintain fire extinguishers throughout facility as deemed necessary by fire inspector.

VIII. FINANCIAL ARRANGEMENTS

Revenues

- A. City will retain 100% of all seasonal slip rental revenues (any continuous rental 30 days or longer).
- B. City and Harbormaster will split all net gas sales profits on a 60% City-40% Harbormaster basis calculated off the average season profit per gallon of gas (i.e. .30 average=.18 City/.12 Harbormaster).
- C. City and Harbormaster will split 50/50 all revenues generated from transient slip rentals. Transient being defined as any slip rental of less than thirty (30) consecutive days.
- D. City and Harbormaster will split 50/50 all revenues from gross sales of sanitary pump out services.
- E. Harbormaster agrees to pay the City 5% of gross sales of all concession merchandise.
- F. Harbormaster may rent recreational equipment or other items. Should this occur the parties will agree on a percent split of the net profits.

IX. SCHEDULE OF FEES AND CHARGES

All fees shall be established by the City of Menasha Common Council upon recommendation of the Harbormaster and the Park Board.

X. HARBORHOUSE

- A. During the navigation season of each year, Harbormaster shall have access to the entire building known as the Harborhouse. The City, at its discretion, may rent out the lounge area to another person.
- B. The premises described in this section may not be used for any purpose which is contrary to the law.
- C. An annual review of this section will be undertaken by the Park and Recreation Director and a written report shall be generated for the Park Board by no later than November.
- D. The Harbormaster will be allowed to accept MasterCard, Visa, Discover or American Express for payment of any services, concessions or gasoline offered for sale in conjunction with the role of Harbormaster. Processing fees will be split 60/40 between the City (60%) and the Harbormaster (40%).

XI. SUBLETTING AND ASSIGNMENT

Harbormaster shall not assign this contract or its rights without written consent of the City.

XII. NON-APPROPRIATION

In the event of Non-appropriation, that is, the failure of the City of Menasha Common Council to appropriate money for any year sufficient for the continued performance by the

City of all of City's obligations under this Agreement, this Agreement shall terminate upon the last day of the fiscal year for which funds were appropriated.

XIII. BREACH OF CONTRACT

In the event of any breach of the terms or provisions of this Agreement, the City shall have, in addition to any other recourse, the right to terminate this Agreement; to enter and obtain possession of the entire premises; to remove and exclude all property of the Harbormaster there from, all without service of notice or resort to legal procession and without any legal liability on its part.

XIV. INDEPENDENT CONTRACTOR

Harbormaster shall be considered an independent contractor providing services to the City and in no way shall be considered an employee.

Dated this _____ day of March, 2023

HARBORMASTER

CITY

Diane E. Schabach

Donald Merkes, Mayor

Rana Rose L. Jannette

Haley Krautkramer, City Clerk

APPROVED AS TO FORM:

Margaret Struve, City Attorney

City of Menasha Disbursements

Weekly Accounts Payable	02/17/23 - 03/02/23 Checks # 77205-77322	\$843,035.16
	Void Check 76924	(\$650.00)
	Void Check 77122	(\$663.00)
	Void Check 77183	(\$400.00)
Bi-Weekly Payroll	02/23/23	\$232,134.54
Additional Regular Cycle Accounts Payables -Paid Electronically		
Credit Card Fees	02/19/23	\$3.88
Delta Dental	02/22/23	\$2,768.40
Law Enforcemnt Dues	02/22/23	\$650.00
Community First CU-Payroll Deduction	02/23/23	\$615.00
Employee Benefits-Flex Spending	02/23/23	\$4,667.95
Wisconsin Deferred Compensation	02/24/23	\$9,289.00
Nationwide Deferred Compensation	02/24/23	\$3,942.50
Sales Tax	02/26/23	\$585.42
Employee Trust Funds - WRS	02/27/23	\$150,132.02
Credit Card Fees	02/27/23	\$8.92
Debt Service Payments	02/28/23	\$1,903,637.83
FSA HRA Admin Fees	02/28/23	\$687.58
State Tax Withholding	02/28/23	\$26,271.73
Federal Tax Withholding	02/28/23	\$82,072.13
Delta Dental	03/01/23	\$2,092.00
Debt Service Payments	03/01/23	\$641,201.25
Credit Card Fees	03/01/23	\$35.65
		\$ 2,828,661.26
Total		\$3,902,117.96

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

Craig Pearson

Craig Pearson
Finance Manager

03/02/23

Date

Notes:

- Gaps in check numbers indicate that more invoices being paid than fit on one check stub
(The last check stub used is the check number that will appear on the check register)

AP Check Register

Check Date: 2/23/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ACCURATE	77205	2/23/2023	2301582	731-1022-541.30-18	6.28	NITRO DRILL PARTS
		2/23/2023	2301620	731-1022-541.30-18	7.90	CABLE TIES
		2/23/2023	2301679	731-1022-541.30-18	74.71	PARTS
	Total for check: 77205					88.89
ALL-SPORT TROPHY	77206	2/23/2023	056780	100-0801-521.19-03	24.00	CUPS/TEXT ON CUP
				100-0801-521.24-05	12.00	GOLD PLATE/PLATE BOARD
		Total for check: 77206				
AMAZON CAPITAL SERVICES	77207	2/23/2023	16GY-P634-497T	100-0801-521.29-04	15.27	CABLE
		2/23/2023	17D3-3Q3G-HFXX	100-0903-531.30-18	16.60	WITE-OUT TAPE
				100-0921-531.30-18	49.49	DOLLY
		2/23/2023	1C31-GCMW-6916	100-0801-521.30-18	104.99	EXTERNAL HARD DRIVE
		2/23/2023	1V44-9VYT-NC66	100-0801-521.30-18	33.98	DOUBLE SIDED TAPE
		2/23/2023	1XJW-1CDN-6C47	100-0801-521.30-10	33.73	ETHERNET CABLE
Total for check: 77207					254.06	
ATKINS DEVELOPMENT GROUP LLC	77208	2/23/2023	008	470-1003-541.82-02	287,829.99	WOODLAND LAKE COTTAGES
			Total for check: 77208			
BADGER LABORATORIES INC	77209	2/23/2023	23-002272	601-1020-543.21-02	1,115.35	SOIL TESTING DURA FIBRE
			Total for check: 77209			
BERGSTROM	77210	2/23/2023	413817	100-0801-521.29-04	601.70	REPAIR WATER PUMP PD
			Total for check: 77210			
CELLCOM	77211	2/23/2023	497188	100-0201-512.22-01	31.05	PHONE BILL ATTORNEY
				100-0301-523.22-01	31.05	PHONE BILL BUILDING INSPECTION
				100-0304-562.22-01	62.10	PHONE BILL COM DEV
				100-0601-551.22-01	21.11	PHONE BILL BUILDING SERVICES

AP Check Register

Check Date: 2/23/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CELLCOM...	77211...	2/23/2023...	497188...	100-0601-551.22-01...	39.94	PHONE BILL LIBRARY
				100-0702-552.22-01	121.82	PHONE BILL PARK LOCATIONS
				100-0703-553.22-01	12.42	PHONE BILL BUILDING SERVICES
					179.87	PHONE BILL PARKS
				100-0801-521.22-01	14.28	PHONE BILL BUILDING SERVICES
					1,050.16	PHONE BILL POLICE
				100-0801-521.30-15	1,145.50	CELL PHONES PD
				100-0811-521.22-01	31.05	PHONE BILL CODE ENFORCEMENT
				100-0904-531.22-01	31.58	PHONE BILL ENVIRONMENTAL HEALTH
				100-0919-531.22-01	347.14	PHONE BILL HEALTH
				100-1001-514.22-01	14.28	PHONE BILL BUILDING SERVICES
				100-1002-541.22-01	161.23	PHONE BILL ENGINEERING
				100-1008-541.22-01	6.73	PHONE BILL STREET SIGNS
				100-1019-552.22-01	9.56	PHONE BILL BRIDGES
				601-1020-543.22-01	4.11	PHONE BILL CONFINED SPACES
					4.99	PHONE BILL SEWER TRUCK
				625-1002-541.22-01	53.74	PHONE BILL ENGINEERING
				731-1022-541.22-01	124.20	PHONE BILL CITY GARAGE
				743-0403-513.22-01	62.10	PHONE BILL IT
Total for check: 77211					3,560.01	
CHARTER COMMUNICATIONS	77212	2/23/2023	095528601020123	100-0101-511.22-01	3.34	FEB PHONE BILL MAYOR
				100-0201-512.22-01	2.12	FEB PHONE BILL ATTORNEY
				100-0202-512.22-01	5.35	FEB PHONE BILL PERSONNEL
				100-0203-512.22-01	4.40	FEB PHONE BILL CLERK
				100-0301-523.22-01	4.83	FEB PHONE BILL BUILD INSPECT
				100-0304-562.22-01	7.92	FEB PHONE BILL COM DEV
				100-0401-513.22-01	10.68	FEB PHONE BILL FINANCE
				100-0402-513.22-01	2.18	FEB PHONE BILL ASSSESOR
				100-0502-522.22-01	13.26	FEB PHONE BILL EOC
				100-0601-551.22-01	56.29	FEB PHONE BILL LIBRARY
				100-0702-552.22-01	8.95	FEB PHONE BILL RECREATION
				100-0703-553.22-01	15.04	FEB PHONE BILL PARKS

AP Check Register

Check Date: 2/23/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CHARTER COMMUNICATIONS...	77212...	2/23/2023...	095528601020123...	100-0704-552.22-01	4.68	FEB PHONE BILL POOL
				100-0801-521.22-01	83.01	FEB PHONE BILL PD
				100-0903-531.22-01	16.24	FEB PHONE BILL HEALTH
				100-0920-531.22-01	4.37	FEB PHONE BILL SENIOR
				100-1001-514.22-01	23.97	FEB PHONE BILL CITY HALL
				100-1002-541.22-01	13.95	FEB PHONE BILL ENGINEERING
				100-1008-541.22-01	1.26	FEB PHONE BILL SIGN
				207-0000-123.00-00	8.89	FEB PHONE BILL MARINA
				731-1022-541.22-01	8.60	FEB PHONE BILL GARAGE
				743-0403-513.22-01	5.08	FEB PHONE BILL IT
Total for check: 77212					304.41	
COMPASS MINERALS AMERICA	77213	2/23/2023	1129132	100-1006-541.30-18	33,151.20	BULK HWY COARSE W/YPS
				Total for check: 77213		
COMPLETE OFFICE OF WISCONSIN	77214	2/23/2023		100-0920-531.30-13	177.42	MULTIFOLD TOWELS
				100-0801-521.30-10	3.96	OFFICE SUPPLIES
				100-0920-531.30-13	1,264.77	FACIAL TISSUE/WIPES MULTIFOLD TOWELS/BAGS
				100-0801-521.30-10	10.90	OFFICE SUPPLIES
				100-0801-521.30-15	(424.85)	RETURN DAMAGED TABLE
				100-0801-521.30-10	181.04	COPY PAPER
					(181.04)	REVERSE-WRONG MONTH
Total for check: 77214					1,213.24	COPY PAPER POST TO CORRECT MONTH
CONGER INDUSTRIES INC	77215	2/23/2023	PSI-319014	731-1022-541.29-04	145.80	INSPECTED/REPAIR POT HOLEGUARD SWITCHES
				Total for check: 77215		
GANNETT WISCONSIN MEDIA	77216	2/23/2023	PC0076844	100-1001-514.32-02	224.19	SUBSCRIPTION SERVICE 3/1/23-2/29/24
				Total for check: 77216		

AP Check Register

Check Date: 2/23/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
GAT SUPPLY INC	77217	2/23/2023	408529-1	100-1002-541.30-18	576.75	1/2"X1-1/4"X48" KILN DRY ASPEN
				625-1002-541.30-18	192.25	1/2"X1-1/4"X48" KILN DRY ASPEN
				Total for check: 77217		769.00
GUNDERSON CLEANERS	77218	2/23/2023	1231821	100-0801-521.30-13	62.51	LAUNDRY SERVICE
				Total for check: 77218		62.51
HEARTLAND BUSINESS SYSTEMS	77219	2/23/2023	578744-H	743-0403-513.21-04	1,927.80	NETMOTION UPGRADE
				743-0403-513.24-04	2,781.00	NETMOTION SOFTWARE
				Total for check: 77219		4,708.80
KARA HOMAN	77220	2/23/2023	REFUND SKI TRIP	100-0000-201.08-00	4.28	REFUND SKI TRIP DUE TO LOW ENROLLMENT
				100-0000-441.25-00	85.72	REFUND SKI TRIP DUE TO LOW ENROLLMENT
				Total for check: 77220		90.00
LISA HOWARD	77221	2/23/2023	REFUND SKI TRIP	100-0000-201.08-00	3.33	REFUND SKI TRIP DUE TO LOW ENROLLMENT
				100-0000-441.25-00	66.67	REFUND SKI TRIP DUE TO LOW ENROLLMENT
				Total for check: 77221		70.00
KIESLER POLICE SUPPLY	77222	2/23/2023	IN207683	100-0801-521.30-15	2,175.00	AMMUNITION
				Total for check: 77222		2,175.00
MENARDS-APPLETON EAST	77223	2/23/2023	33377	100-0703-553.30-18	148.84	PARTS
				Total for check: 77223		148.84
MENASHA JOINT SCHOOL DISTRICT	77224	2/23/2023	MH PERMIT FEE	100-0000-412.00-00	5,393.80	MOBILE HOME PERMIT FEE FEB 2023
				Total for check: 77224		5,393.80
MENASHA TREASURER	77225	2/23/2023	PETTY CASH PD	100-0801-521.30-11	52.85	PETTY CASH PD

AP Check Register

Check Date: 2/23/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MENASHA TREASURER...	77225...	2/23/2023...	PETTY CASH PD...	100-0801-521.30-18	11.99	PETTY CASH PD
				100-0801-521.33-03	16.95	PETTY CASH PD
				100-0801-521.34-03	28.88	PETTY CASH PD
				100-0801-521.80-05	20.00	PETTY CASH PD
				824-0810-521.30-18	21.00	PETTY CASH PD
Total for check: 77225					151.67	
MENASHA UTILITIES	77226	2/23/2023	MENASHA UTILITY	100-0304-562.22-03	11.34	12/28-1/27/23 ELEC
				100-0305-562.22-05	27.96	12/28-1/27/23 WATER/SEW
				100-0305-562.22-06	15.20	12/28-1/27/23 STORM
				100-0601-551.22-07	63.17	12/28-1/27/23 ELEC DARK FIBER CHARGE
				100-0703-553.22-03	769.12	12/28-1/27/23 ELEC
				100-0703-553.22-05	745.07	12/28-1/27/23 WATER/SEW
				100-0703-553.22-06	575.12	12/28-1/27/23 STORM
				100-0704-552.22-07	445.94	12/28-1/27/23 ELEC DARK FIBER CHARGE
				100-0920-531.22-03	311.74	12/28-1/27/23 ELEC
				100-0920-531.22-05	117.57	12/28-1/27/23 WATER/SEW
				100-1001-514.22-03	71.29	12/28-1/27/23 ELEC
				100-1008-541.22-03	153.12	12/28-1/27/23 ELEC
				100-1012-541.22-03	391.00	12/28-1/27/23 ELEC
				100-1013-541.22-03	34.76	12/28-1/27/23 ELEC
				100-1013-541.22-05	38.08	12/28-1/27/23 WATER/SEW
				100-1013-541.22-06	335.00	12/28-1/27/23 STORM
				100-1014-543.22-05	13.98	12/28-1/27/23 WATER/SEW
				100-1014-543.22-06	73.07	12/28-1/27/23 STORM
				100-1019-552.22-03	38.33	12/28-1/27/23 ELEC
				100-1019-552.22-07	85.34	12/28-1/27/23 ELEC INTERNET CHARGE
	207-0707-552.22-03	299.51	12/28-1/27/23 ELEC			
	207-0707-552.22-05	38.08	12/28-1/27/23 WATER/SEW			
	207-0707-552.22-06	72.13	12/28-1/27/23 STORM			
	207-0707-552.22-07	57.38	12/28-1/27/23 ELEC DARK FIBER CHARGE			
	487-0305-562.22-05	13.98	12/28-1/27/23 WATER/SEW			
	487-0305-562.22-06	31.32	12/28-1/27/23 STORM			

AP Check Register

Check Date: 2/23/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MENASHA UTILITIES...	77226...	2/23/2023...	MENASHA UTILITY...	501-0304-562.22-03	40.76	12/28-1/27/23 ELEC
				501-0304-562.22-06	292.33	12/28-1/27/23 STORM
				601-1020-543.22-03	52.41	12/28-1/27/23 ELEC
				731-1022-541.22-07	594.24	12/28-1/27/23 ELEC DARK FIBER CHARGE
				743-0403-513.21-04	165.53	12/28-1/27/23 ELEC INTERNET CHARGE
				743-0403-513.22-07	501.17	12/28-1/27/23 ELEC DARK FIBER CHARGE
Total for check: 77226					6,475.04	
MORTON SAFETY	77227	2/23/2023	221389	731-1022-541.30-18	169.68	SIGN
			221527	100-0901-515.30-18	300.95	MASK/PARKA JACKETS 1/2 CVMIC
Total for check: 77227					470.63	
CITY OF NEENAH	77228	2/23/2023	39296	100-0205-512.25-01	3,990.00	JOINT MUNICIPAL COURT ADMIN FEE/BUILDING USE
			Total for check: 77228			
BRUCE NORTHEY	77229	2/23/2023	RETURN DEPOSIT	100-0000-441.13-00	50.00	RETURN DUMPSTER RENTAL DEP 408 NAYMUT STREET
			Total for check: 77229			
OFFICE DEPOT	77230	2/23/2023	25156291	100-0925-531.30-18	159.00	3 DRAWER FILE PEDESTAL
			Total for check: 77230			
OMNISITE	77231	2/23/2023	88512	601-1020-543.30-18	499.00	ANTENNA/RADIO KIT/BATTERY
			Total for check: 77231			
OSHKOSH FIRE & POLICE EQUIPMENT INC	77232	2/23/2023	189962	100-0801-521.19-03	66.95	CHIEF HAT BADGE
			Total for check: 77232			
RICK OTTO	77233	2/23/2023	REFUND SKI TRIP	100-0000-201.08-00	3.33	REFUND SKI TRIP DUE TO LOW ENROLLMENT

AP Check Register

Check Date: 2/23/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
RICK OTTO...	77233...	2/23/2023...	REFUND SKI TRIP...	100-0000-441.25-00	66.67	REFUND SKI TRIP DUE TO LOW ENROLLMENT
			Total for check: 77233		70.00	
PACKER CITY INTL TRUCKS INC	77234	2/23/2023	X103124852:01	731-1022-541.38-03	335.86	BRAKE/FILTER
		2/23/2023	X103124975:01	731-1022-541.38-03	42.87	FILTER/CLAMP ASSY
		2/23/2023	X103124980:01	731-1022-541.38-03	19.93	F W SEPR
			Total for check: 77234		398.66	
PARKITECTURE & PLANNING	77235	2/23/2023	7	470-0703-553.80-05	1,996.00	PLAYSCAPE & SHELTER AREA JEFFERSON PARK
			Total for check: 77235		1,996.00	
GINA PHILLIPS	77236	2/23/2023	MILEAGE	100-0903-531.33-01	6.16	JAN MILEAGE
			Total for check: 77236		6.16	
PRECISION INSTALLATIONS INC	77237	2/23/2023	30910	100-0801-521.29-04	750.00	COMPUTER DOCK KEYBOARD MOUNT
			Total for check: 77237		750.00	
REVIZE LLC	77238	2/23/2023	15312	743-0403-513.21-04	4,300.00	WEBSITE ANNUAL SUBSCRIPTION
					1,950.00	WEBSITE FORMS SETUP
			Total for check: 77238		6,250.00	
MATT SCHMEICHEL	77239	2/23/2023	REFUND SKI TRIP	100-0000-201.08-00	3.33	REFUND SKI TRIP DUE TO LOW ENROLLMENT
				100-0000-441.25-00	66.67	REFUND SKI TRIP DUE TO LOW ENROLLMENT
			Total for check: 77239		70.00	
SHEBOYGAN, COUNTY OF	77240	2/23/2023	126917	100-1003-541.30-18	1,143.74	BITUMINOUS PATCH MATL
			Total for check: 77240		1,143.74	
CHRISTINA SIKES	77241	2/23/2023	REFUND SKI TRIP	100-0000-201.08-00	3.33	REFUND SKI TRIP DUE TO LOW ENROLLMENT

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CHRISTINA SIKES...	77241...	2/23/2023...	REFUND SKI TRIP...	100-0000-441.25-00	66.67	REFUND SKI TRIP DUE TO LOW ENROLLMENT
			Total for check: 77241		70.00	
SMT MANUFACTURING & SUPPLY LLC	77242	2/23/2023	0076072-IN	731-1022-541.38-03	42.55	BEARING
			Total for check: 77242		42.55	
STERICYCLE	77243	2/23/2023	8003315937	100-0801-521.30-10	51.89	REGULAR SERVICE
			Total for check: 77243		51.89	
SUPERION LLC	77244	2/23/2023	374521	743-0403-513.24-04	3,041.00	FINANCIAL SOFTWARE MARCH
			Total for check: 77244		3,041.00	
TAPCO	77245	2/23/2023	1746441	100-1008-541.30-18	119.60	BACKPLATE
			Total for check: 77245		119.60	
THEDACARE AT WORK	77246	2/23/2023	336157	100-0202-512.21-05	75.00	EAP OS GROUP TRAINING
			Total for check: 77246		75.00	
TRINITY LUTHERAN CHURCH	77247	2/23/2023	RETURN DEPOSIT	100-0000-201.10-00	100.00	RETURN DEPOSIT FOR ST OCCUPANCY PERMIT #13941
			Total for check: 77247		100.00	
UNIFIRST CORPORATION	77248	2/23/2023	097 0365733	731-1022-541.20-01	179.96	CLEANING SERVICE
			Total for check: 77248		179.96	
KABAO VANG	77249	2/23/2023	REFUND DEPOSIT	100-0000-201.11-00	100.00	SR CTR RENTAL REFUND
			Total for check: 77249		100.00	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
WE ENERGIES	77250	2/23/2023	4463351943	100-0701-533.22-03	14.22	ELEC 1/10-2/7/23 NORTH ST
			Total for check: 77250		14.22	
WINNEBAGO COUNTY CLERK OF COURTS	77251	2/23/2023	#23-0331	100-0000-201.03-00	150.00	REPORT #23-0331
		2/23/2023	#23-0361	100-0000-201.03-00	150.00	REPORT #23-0361
			Total for check: 77251		300.00	
WINNEBAGO COUNTY TREASURER	77252	2/23/2023	LF131799	100-1016-543.25-01	18,534.25	D/H SIGNING MUNIS TRASH
				100-1017-543.25-01	4,862.27	D/H SIGNING MUNIS TRASH
				266-1027-543.25-01	613.00	D/H SIGNING MUNIS SSR
			Total for check: 77252		24,009.52	
WISCONSIN DEPT OF TRANSPORTATION	77253	2/23/2023	395-0000294310	470-1003-541.82-02	1,068.72	STH 114/PLANK RD ENG DESIGN
		2/23/2023	395-0000294355	470-1003-541.82-02	1,457.94	RACINE ST. DESIGN
			Total for check: 77253		2,526.66	
WISCONSIN DOCUMENT IMAGING	77254	2/23/2023	200298	743-0403-513.29-01	1,057.23	COPIER/PRINTER USAGE 1/17-2/16
			Total for check: 77254		1,057.23	
WISCONSIN PARK & RECREATION ASSN	77255	2/23/2023	5475	100-0702-552.34-02	25.00	GRANT WRITING CONFERENCE
			Total for check: 77255		25.00	
WISCONSIN SUPPORT COLLECTIONS	77256	2/23/2023	20230223	100-0000-202.03-00	108.17	PAYROLL SUMMARY
			Total for check: 77256		108.17	
					396,310.44	

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ACCURATE	77257	3/2/2023	2301569	731-1022-541.30-18	56.94	PARTS
		3/2/2023	2301760	731-1022-541.30-18	8.75	PARTS
		3/2/2023	2301840	731-1022-541.30-18	157.04	BAND SAW BLADE/PLIERS
		3/2/2023	2301856	731-1022-541.30-18	29.82	BOLT
		3/2/2023	2301894	731-1022-541.38-03	288.32	LED MICROBAR
Total for check: 77257					540.87	
AIRGAS USA LLC	77258	3/2/2023	9134741799	731-1022-541.30-18	177.28	OXYGEN
	Total for check: 77258					177.28
AMAZON CAPITAL SERVICES	77259	3/2/2023	13LK-CKP4-1K49	100-0801-521.30-18	50.38	PORTABLE KEY CASE
		3/2/2023	14HM-FN9N-PM19	731-1022-541.30-18	52.44	HANGING FILE FOLDERS
		3/2/2023	17HJ-QJVF-1NLV	100-0702-552.30-18	110.52	WINTER GALA SUPPLIES
		3/2/2023	1D1R-VMTY-P4T1	100-0902-524.30-18	17.99	CARTRIDGE
				100-0903-531.30-18	13.00	FINGERTIP PULSE OXIMETER
		3/2/2023	1W6W-W4CV-JVJ6	731-1022-541.30-18	34.44	CLIPBOARD/LEGAL PADS
		3/2/2023	1XRV-LJLJ-T3KV	100-0702-552.30-18	52.47	REC PROGRAM SUPPLIES
		3/2/2023	1YWF-CGK7-P739	100-0901-515.30-18	111.93	DOOR STOPPERS 1/2 CVMIC
Total for check: 77259					443.17	
AMUNDSEN DAVIS LLC	77260	3/2/2023	703967	100-0201-512.21-01	203.00	BOARD OF APPEALS
	Total for check: 77260					203.00
MARLENE ANTHONY	77261	3/2/2023	REFUND BUS TRIP	100-0000-201.14-00	75.00	MILWAUKEE BUS TRIP CANCELLED DUE TO WEATHER
	Total for check: 77261					75.00
CITY OF APPLETON	77262	3/2/2023	11026	100-0918-531.21-06	500.00	FEB 22 EMERGENCY PREPAREDNESS PLANNING
	Total for check: 77262					500.00
ASSOCIATED APPRAISAL CONSULTANTS	77263	3/2/2023	167140	100-0402-513.21-09	75.74	INTERNET PARCEL POSTING

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ASSOCIATED APPRAISAL CONSULTANTS...	77263...	3/2/2023...	167140...	100-0402-513.21-09...	5,000.00	MARCH ASSESSMENT SVCS
				100-0402-513.30-11	18.50	POSTAGE
Total for check: 77263					5,094.24	
AUTOMOTIVE SUPPLY COMPANY	77264	3/2/2023	000258050	731-1022-541.38-03	(92.88)	MASTER CYLINDER CREDIT
			012036318	731-1022-541.38-03	24.00	SYN INTERCEPTOR
			0120388565	731-1022-541.38-04	97.51	2016 FORD TRANSIT PARTS
			012039609	731-1022-541.38-03	36.69	MOTOR RELAY KIT
Total for check: 77264					65.32	
BUREAU VERITAS NATIONAL ELEVATOR	77265	3/2/2023	RI 23003551	100-0601-551.24-03	82.00	ELEVATOR INSPECTION LIBRARY
			Total for check: 77265			
CALUMET COUNTY CLERK OF COURTS	77266	3/2/2023	REPORT #23-0406	100-0000-201.03-00	350.00	REPORT #23-0406 BOND
			Total for check: 77266			
CARDMEMBER SERVICE	77274	3/2/2023	0067	100-0801-521.30-18	107.31	EVIDENCE SUPPLIES PD
			0076	100-0801-521.29-04	86.41	VEHICLE EQUIPMENT PD
			0089	100-0912-531.34-02	225.00	GOVERNORS CONFERENCE WEM WORKFORCE DEV
			0247	100-0801-521.34-03	90.00	TRAINING LODGING PD
			0291	100-0401-513.32-01	250.00	GFOA DUES FINANCE
			0441	100-0915-531.34-02	150.00	WALC CONFERENCE MCH
			0524	100-0703-553.34-03	111.74	LODGING MEALS - PWF
			0565	100-0702-552.34-03	3.19	P&R FOOD DINNER
			0691	100-0601-551.30-11	88.61	POSTAGE INTERLIBRARY LOANROLL STAMPS
			0713	100-0801-521.34-02	125.00	TRAINING REGISTRATION PD
			0714	100-0801-521.24-03	50.00	ELEVATOR PD
			0721	100-0801-521.34-02	125.00	TRAINING REGISTRATION PD
			0739	100-0801-521.34-02	125.00	TRAINING REGISTRATION PD
			0827	100-0601-551.30-14	10.54	HULU SUBSCRIPTION
			0838	100-0801-521.34-02	125.00	TRAINING REGISTRATION PD
0893	100-0811-521.34-02	1,195.00	FULCER CERT ED			

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CARDMEMBER SERVICE...	77274...	3/2/2023	0916	100-0601-551.30-14	10.54	HULU SUBSCRIPTION
		3/2/2023	0921	100-0801-521.34-02	350.00	TRAINING REGISTRATION PD
		3/2/2023	0953	100-0703-553.34-03	27.40	FOOD - THAD/ADAM
		3/2/2023	0963	100-0801-521.30-15	48.01	RANGE EQUIPMENT PD
		3/2/2023	0970	100-0801-521.34-02	99.00	TRAINING REGISTRATION PD
		3/2/2023	1026	100-0801-521.34-02	2.50	TRAINING REGISTRATION PD
		3/2/2023	1034	100-0801-521.34-02	2.50	TRAINING REGISTRATION PD
		3/2/2023	1109	100-0801-521.34-02	2.50	TRAINING REGISTRATION PD
		3/2/2023	1110	100-0702-552.34-02	(117.00)	HOTEL CREDIT
		3/2/2023	1117	100-0801-521.34-02	2.50	TRAINING REGISTRATION PD
		3/2/2023	1333	100-0601-551.30-14	40.00	NEWSPAPER SUBSCRIPTION
		3/2/2023	1498	100-0401-513.32-01	25.00	WGFOA DUES/PEARSON
		3/2/2023	1578	100-0702-552.34-03	234.00	P&R LODGING TRAINING
		3/2/2023	1719	100-0601-551.24-03	80.96	LIB EGRESS LIGHT BATTERY
		3/2/2023	1755	100-0401-513.32-01	25.00	WGFOA DUES/SASSMAN
		3/2/2023	1939	100-0801-521.30-12	21.99	COMPUTER HDMI CABLE PD
		3/2/2023	1963	100-0601-551.30-16	8.25	FLICKR SUBSCRIPTION
		3/2/2023	2130	100-0801-521.32-01	65.00	IAPE MEMBERSHIP DUES PD
		3/2/2023	2430	743-0403-513.30-15	22.50	CABLES/IT
		3/2/2023	2600	100-0601-551.30-14	100.00	HULU SUBSCRIPTION
		3/2/2023	2618	100-0601-551.30-14	100.00	HULU SUBSCRIPTION
		3/2/2023	2803	100-0201-512.34-03	105.00	WPERLA CONF - STRUVE
		3/2/2023	2929	100-0703-553.34-02	790.00	WPRA CONFERENCE
		3/2/2023	3031	826-0702-552.30-18	161.45	P&R FOOD
				827-0920-531.30-18	50.59	MSC FOOD
		3/2/2023	3093	100-0920-531.30-18	7.75	MSC B4YB
		3/2/2023	3124	100-0801-521.34-03	43.95	TRAINING MEAL PD
		3/2/2023	3171	100-0204-512.34-02	289.00	VAL COURSE REGISTRATION
		3/2/2023	3220	100-0601-551.30-16	(46.07)	CREDIT PROGRAM MATERIALS
		3/2/2023	3420	100-0703-553.24-03	15.45	PWF PANEL LABELS
		3/2/2023	3757	100-0903-531.30-18	27.65	SWAHILI TRANSLATION HEALTH DEPT
		3/2/2023	3817	100-0920-531.30-10	15.84	MSC COMMAND HOOKS
		3/2/2023	4122	100-0801-521.30-18	112.31	DEPARTMENT SUPPLIES PD
		3/2/2023	4170	100-0921-531.30-18	151.61	EMERGENCY TREATMENT COT COVID IMMUNIZATIONS

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CARDMEMBER SERVICE...	77274...	3/2/2023	4220	743-0403-513.30-15	21.99	RAM FOR PC
		3/2/2023	4251	100-0702-552.30-18	69.27	P&R GALA KITS
		3/2/2023	4436	100-0601-551.30-16	38.32	PROGRAM SUPPLIES LIB
		3/2/2023	4478	100-0601-551.30-16	29.99	ADOBE STOCK SUBSCRIPTION
		3/2/2023	4495	100-0801-521.34-03	137.40	TRAINING LODGING PD
		3/2/2023	4575	625-1002-541.34-02	250.00	FOX WOLF CONFERENCE
		3/2/2023	4583	100-0702-552.30-18	141.52	VOLUNTEER MEAL
		3/2/2023	4594	100-0801-521.34-03	180.00	TRAINING LODGING PD
		3/2/2023	4763	100-0801-521.32-01	75.00	MONTHLY TOOL INV (JAN)
		3/2/2023	4899	100-0601-551.24-03	368.20	LIB YD/GENERAL BULBS
		3/2/2023	4951	100-0601-551.30-14	5.28	HULU SUBSCRIPTION
		3/2/2023	4972	100-0501-522.24-03	240.18	ST 35 LED BULBS
					240.18	ST 36 LED BULBS
		3/2/2023	5164	100-0801-521.34-03	49.86	TRAINING MEAL PD
		3/2/2023	5168	100-0601-551.30-10	104.45	INK CARTRIDGES
		3/2/2023	5182	100-0801-521.30-18	84.13	EVIDENCE SUPPLIES PD
		3/2/2023	5241	100-0601-551.30-14	17.98	LIB MATERIALS
		3/2/2023	5369	100-0801-521.32-01	30.00	NOTARY BOND PD
		3/2/2023	5372	100-0601-551.24-03	47.97	LIB CAN LIGHT DRIVERS
		3/2/2023	5549	100-0304-562.33-02	75.00	YANG CERT ED
		3/2/2023	5592	100-0801-521.19-03	(270.20)	REFUND HOLSTERS FOR NEW OFFICERS
		3/2/2023	5629	100-0304-562.21-06	5.36	VIRTUAL MEETING
		3/2/2023	5784	100-0801-521.24-03	1.00	ELEVATOR PD
		3/2/2023	5812	100-0703-553.34-03	117.00	LODGING CONFERENCE
		3/2/2023	5935	100-0702-552.34-03	26.00	P&R DINNER
		3/2/2023	5945	100-0703-553.24-03	69.98	PWF SNOW BRUSHES
		3/2/2023	5952	100-0801-521.30-18	864.00	TRINKET GIVEAWAYS PD
		3/2/2023	6798	100-0601-551.30-15	(205.63)	REFUND SALES TAX CNC CUTTER
		3/2/2023	6816	100-0801-521.30-11	15.73	POSTAGE - PD
		3/2/2023	6899	100-0801-521.19-03	208.50	HOLSTERS NEW OFFICERS PD
		3/2/2023	6938	100-0703-553.34-03	117.00	LODGING CONFERENCE
		3/2/2023	6984	100-0704-552.24-03	(55.00)	OVERCHARGE CREDIT ON AED
		3/2/2023	7096	100-0601-551.24-03	50.00	ELEVATOR LIB
		3/2/2023	7149	100-0204-512.34-02	289.00	HALEY COURSE REGISTRATION

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CARDMEMBER SERVICE...	77274...	3/2/2023	7342	100-0702-552.34-03	14.73	P&R BREAKFAST
		3/2/2023	7381	100-0601-551.30-13	17.94	DISINFECTANT WIPES
		3/2/2023	7513	100-0601-551.24-03	150.58	LIB PENDANT LIGHTS
		3/2/2023	7609	100-0601-551.30-16	109.28	PROGRAM SUPPLIES LIB
		3/2/2023	7619	743-0403-513.30-15	29.98	CABLES/IT
		3/2/2023	7765	100-0801-521.24-03	192.78	PD TV JACKS
		3/2/2023	7789	100-0601-551.30-16	285.99	LIB PROGRAM MATERIALS
		3/2/2023	7833	100-0601-551.30-12	1,999.00	COMPUTER
		3/2/2023	8106	100-0801-521.30-15	196.25	HONOR GUARD SUPPLIES PD
		3/2/2023	8217	731-1022-541.32-01	99.00	CHAD PLUMBING PWF
		3/2/2023	8225	731-1022-541.32-01	99.00	CHAD PLUMBING PWF
		3/2/2023	8235	100-0601-551.30-16	33.21	FACEBOOK ADS
		3/2/2023	8338	100-0901-515.30-18	192.50	FIRE EXTINGUISHER BRACKET 1/2 CVMIC SAFETY
		3/2/2023	8348	100-0904-531.32-01	40.00	WEHA MEMBERSHIP TODD DREW
		3/2/2023	8349	100-0703-553.34-03	36.78	FOOD - THAD/ADAM
		3/2/2023	8577	100-0501-522.24-03	8.99	ST 36 LAMPS
		3/2/2023	8582	100-0801-521.34-02	400.00	TRAINING REGISTRATION PD
		3/2/2023	8593	100-0802-521.33-03	119.65	TRAINING MEAL CROSSING GUARD
		3/2/2023	8754	731-1022-541.30-18	205.33	ERASE BOARD
		3/2/2023	8824	100-0801-521.34-02	180.00	TRAINING REGISTRATION PD
		3/2/2023	8862	100-0920-531.30-18	20.00	MSC PUZZLE CONTEST
		3/2/2023	8867	100-0601-551.33-03	16.92	BEVERAGES/SNACKS FOR BOARD
		3/2/2023	8926	100-0801-521.29-01	115.00	CHIEF OF POLICE STATIONERY PD
		3/2/2023	8955	100-0601-551.30-11	16.43	POSTAGE INTERLIBRARY LOAN
		3/2/2023	9019	100-0801-521.30-18	159.45	EVIDENCE SUPPLIES PD
		3/2/2023	9186	100-0801-521.34-02	3.60	TRAINING REGISTRATION PD
		3/2/2023	9304	100-0801-521.34-03	180.00	TRAINING LODGING PD
		3/2/2023	9323	100-0601-551.24-03	1.00	ELEVATOR LIB
		3/2/2023	9636	100-0801-521.30-15	14.99	CELL CASE PD
		3/2/2023	9834	100-0601-551.30-16	112.41	PROGRAM SUPPLIES LIB
Total for check: 77274					14,233.23	
CASCADE ENGINEERING	77275	3/2/2023	30581709	100-1016-543.30-15	6,287.25	CARTS/LIDS

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CASCADE ENGINEERING...	77275...	3/2/2023...	30581709...	266-1027-543.30-15	4,000.00	CARTS/LIDS
			Total for check: 77275		10,287.25	
CLEAR WATER CAR WASH	77276	3/2/2023	3371	100-0801-521.29-04	28.99	JANUARY VEHICLE WASH
			Total for check: 77276		28.99	
COMPLETE OFFICE OF WISCONSIN	77277	3/2/2023	407397	100-0204-512.24-01	366.60	ELECTION POSTCARDS REDO
			Total for check: 77277		366.60	
DSPS	77278	3/2/2023	1477804	100-0301-523.34-02	40.00	ELECTRICAL INSPECTION AGENCY REGISTRATION
			Total for check: 77278		40.00	
ENVIROTECH EQUIPMENT	77279	3/2/2023	22-0020710	731-1022-541.38-03	169.77	FILTER
			Total for check: 77279		169.77	
ENVISIONINK PRINTING SOLUTIONS	77280	3/2/2023	230527	100-0204-512.30-18	410.00	ABSENTEE BALLOT ENVELOPES
			Total for check: 77280		410.00	
FACTORY MOTOR PARTS CO	77281	3/2/2023	18-2112500	731-1022-541.38-03	231.12	CLEANER
		3/2/2023	18-2112879	731-1022-541.38-03	20.02	FILTER
		3/2/2023	18-2112880	731-1022-541.38-04	154.96	SPARK PLUG WIRE/FITTINGS
		3/2/2023	18-2113360	731-1022-541.30-18	172.00	DEF 2.5 GALLON
		3/2/2023	18-2116161	731-1022-541.38-03	302.84	2018 FORD TRANSIT PARTS
		3/2/2023	18-2116166	731-1022-541.38-04	444.06	PARTS
		3/2/2023	18-Z27028	731-1022-541.38-03	(15.80)	BATTERY CORE CREDIT
		3/2/2023	48-756503	731-1022-541.38-03	49.35	BLADES
			Total for check: 77281		1,358.55	

AP Check Register

Check Date: 3/2/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
BRUCE FLATER	77282	3/2/2023	REIMBURSEMENT	100-1006-541.30-18	50.00	DAMAGE TO MAILBOX 2/22/23W7068 MANITOWOC ROAD
			Total for check: 77282		50.00	
GARROW OIL CORP	77283	3/2/2023	1068430	100-0000-131.00-00	9,508.64	GAS
			Total for check: 77283		9,508.64	
GUNDERSON CLEANERS	77284	3/2/2023	02-060186	100-0801-521.19-04	26.04	DRY CLEANING
		3/2/2023	02-060277	100-0801-521.19-04	24.17	DRY CLEANING
			Total for check: 77284		50.21	
JOHN GUZOWSKI	77285	3/2/2023	REIMBURSEMENT	100-1006-541.30-18	50.00	DAMAGE TO MAILBOX 2/22/231714 NORTHRIDGE CT
			Total for check: 77285		50.00	
MARYORY HERNANDEZ CULLIAN	77286	3/2/2023	RETURN DEPOSIT	100-0000-201.11-00	100.00	SD RETURN SR CTR RENTAL
			Total for check: 77286		100.00	
DELORES JACOBSON	77287	3/2/2023	REFUND BUS TRIP	100-0000-201.14-00	75.00	MILWAUKEE BUS TRIP CANCELLED DUE TO WEATHER
			Total for check: 77287		75.00	
KATHY KERNEN	77288	3/2/2023	REFUND BUS TRIP	100-0000-201.14-00	150.00	MILWAUKEE BUS TRIP CANCELLED DUE TO WEATHER
			Total for check: 77288		150.00	
KLINK HYDRAULICS LLC	77289	3/2/2023	27724	731-1022-541.38-03	1,337.75	PARTS
		3/2/2023	27773	731-1022-541.38-03	155.64	PARTS
			Total for check: 77289		1,493.39	

AP Check Register

Check Date: 3/2/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CINDY KROES	77290	3/2/2023	REFUND BUS TRIP	100-0000-201.14-00	150.00	MILWAUKEE BUS TRIP CANCELLED DUE TO WEATHER
			Total for check: 77290		150.00	
LEADSONLINE LLC	77291	3/2/2023	402996	100-0801-521.32-01	2,298.00	INVESTIGATION SYSTEM
			Total for check: 77291		2,298.00	
LEAGUE OF WISCONSIN MUNICIPALITIES	77292	3/2/2023	85503	100-0202-512.34-02	75.00	HR FOR SMALL COMMUNITIES 3/7-3/10/23
			Total for check: 77292		75.00	
MARCO DESIGNS INC	77293	3/2/2023	4336	100-0801-521.80-05	1,270.87	EXERCISE EQUIPMENT
				824-0812-521.30-15	1,854.40	EXERCISE EQUIPMENT
			Total for check: 77293		3,125.27	
MCMAHON	77294	3/2/2023	929838	625-1010-541.21-02	2,234.40	TMDL STORMWATER PLANNING PROJECT #09-22-00118
			Total for check: 77294		2,234.40	
MCNEILUS TRUCK & MFG COMPANY	77295	3/2/2023	5781193	731-1022-541.38-03	229.07	COVER
			Total for check: 77295		229.07	
MENARDS-APPLETON EAST	77296	3/2/2023	33480	100-0703-553.24-03	428.51	PARTS
		3/2/2023	33761	100-0704-552.24-03	33.01	SUPPLIES
		3/2/2023	33769	731-1022-541.30-18	12.95	SUPPLIES
		3/2/2023	33773	731-1022-541.30-18	16.24	BOLTS
			Total for check: 77296		490.71	
MENASHA UTILITIES	77297	3/2/2023	004982	601-0401-513.25-01	17,490.19	JAN SEWER CHARGES
				625-0401-513.25-01	1,433.46	JAN STORM WATER CHGS
			Total for check: 77297		18,923.65	

AP Check Register

Check Date: 3/2/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
N&M AUTO SUPPLY	77298	3/2/2023	785253	731-1022-541.30-18	58.16	ACRYLIC TAPE
		3/2/2023	785557	731-1022-541.38-03	47.00	FILTER
		3/2/2023	785701	731-1022-541.38-03	33.89	NAPAGOLD
		3/2/2023	785828	731-1022-541.30-18	18.39	BEAD SEALER
		3/2/2023	785918	731-1022-541.38-04	14.27	HEADLIGHT BULB
		3/2/2023	786047	731-1022-541.38-03	33.61	AIR FILTER
Total for check: 77298					205.32	
NEENAH POLICE DEPARTMENT	77299	3/2/2023	REPORT #23-0349	100-0000-201.03-00	1,000.00	REPORT #23-0349 BOND
	Total for check: 77299					1,000.00
CITY OF NEENAH	77300	3/2/2023	FIRE/RESCUE	100-0501-522.25-01	315,976.00	MAR FIRE/RESCUE SVCS
	Total for check: 77300					315,976.00
GREG OBERSTADT	77301	3/2/2023	REFUND BUS TRIP	100-0000-201.14-00	150.00	MILWAUKEE BUS TRIP CANCELLED DUE TO WEATHER
	Total for check: 77301					150.00
OMNISITE	77302	3/2/2023	87448	601-1020-543.30-18	1,160.00	WIRELESS SERVICE
	Total for check: 77302					1,160.00
PACKER CITY INTL TRUCKS INC	77303	3/2/2023	X103124589:01	731-1022-541.38-03	196.71	FILTERS/PLUGS
		3/2/2023	X103124975:02	731-1022-541.38-03	32.15	FILTERS
		3/2/2023	X103124975:03	731-1022-541.38-03	56.38	FILTERS
		3/2/2023	X103125209:01	731-1022-541.38-03	227.53	PUMP/HOSE
		3/2/2023	X103125286:01	731-1022-541.38-03	95.15	FILTERS
Total for check: 77303					607.92	
POWERDMS	77304	3/2/2023	INV-31288	100-0801-521.30-20	1,150.00	WILEAG ACCREDITATION ANNUAL SUBSCRIPTION
	Total for check: 77304					1,150.00

AP Check Register

Check Date: 3/2/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
RICK'S AUTO GLASS INC	77305	3/2/2023	1122972	731-1022-541.38-03	390.00	F250 BACK WINDOW
			Total for check: 77305		390.00	
BILL SALKOWSKI	77306	3/2/2023	REFUND BUS TRIP	100-0000-201.14-00	150.00	MOUNT RUSHMORE BUS TRIP CANCELLATION
			Total for check: 77306		150.00	
ELAINE SCHILLER	77307	3/2/2023	REIMBURSEMENT	100-1006-541.30-18	50.00	DAMAGE TO MAILBOX 2/25/231121 FIELDCREST DRIVE
			Total for check: 77307		50.00	
JUDY SCHUMACHER	77308	3/2/2023	REFUND BUS TRIP	100-0000-201.14-00	75.00	MILWAUKEE BUS TRIP CANCELLED DUE TO WEATHER
			Total for check: 77308		75.00	
KATHY SLESAR	77309	3/2/2023	REFUND BUS TRIP	100-0000-201.14-00	150.00	MILWAUKEE BUS TRIP CANCELLED DUE TO WEATHER
			Total for check: 77309		150.00	
SMT MANUFACTURING & SUPPLY LLC	77310	3/2/2023	0076220-IN	731-1022-541.30-18	28.32	FLANGE UNIT
			Total for check: 77310		28.32	
JEAN SPANBAUER	77311	3/2/2023	REFUND BUS TRIP	100-0000-201.14-00	75.00	MILWAUKEE BUS TRIP CANCELLED DUE TO WEATHER
			Total for check: 77311		75.00	
STANTEC CONSULTING SERVICES INC	77312	3/2/2023	2034988	489-0703-562.21-02	39,180.44	LAWSON CHANNEL RESTORE
			Total for check: 77312		39,180.44	
SURE ELECTRIC	77313	3/2/2023	REFUND PERMIT	100-0000-422.02-01	40.00	PROJECT CANCELED REFUND PERMIT FEE 538 1ST STRI
			Total for check: 77313		40.00	

AP Check Register

Check Date: 3/2/2023

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
SYN-TECH SYSTEMS	77314	3/2/2023	262536	731-1022-541.24-06	107.20	NOZZLE TAG KIT
			Total for check: 77314		107.20	
TRAFFTECH INC	77315	3/2/2023	2049	743-0403-513.24-04	1,745.00	DIAMOND MAINT PROGRAM PWF
		3/2/2023	2050	100-1008-541.30-15	7,884.80	TANGENTIAL KNIFE CUTTER
			Total for check: 77315		9,629.80	
TRUCK EQUIPMENT INC	77316	3/2/2023	1037847-00	731-1022-541.38-03	37.66	1/2 REGULATOR
		3/2/2023	1038301-00	731-1022-541.38-03	57.94	DIAPHRAGM/CLAMP BAND KIT
			Total for check: 77316		95.60	
UNIFIRST CORPORATION	77317	3/2/2023	097 0366082	731-1022-541.20-01	179.96	LAUNDRY SERVICE
			Total for check: 77317		179.96	
US BANK EQUIPMENT FINANCE	77318	3/2/2023	494784846	743-0403-513.24-02	76.98	ENG COPIER LEASE
		3/2/2023	494785066	743-0403-513.24-02	224.02	PRODUCTION COPIER LEASE
			Total for check: 77318		301.00	
US PETROLEUM EQUIPMENT	77319	3/2/2023	153758	731-1022-541.24-06	224.50	DISPENSER REPAIR
			Total for check: 77319		224.50	
THE VALLEY GUIDE LLC	77320	3/2/2023	MPR0223	100-0702-552.29-03	480.00	ADVERTISEMENT
		3/2/2023	MPRPOOLS0223	100-0704-552.29-01	160.00	ADVERTISEMENT
			Total for check: 77320		640.00	
WIL-KIL PEST CONTROL	77321	3/2/2023	116593-23	100-0501-522.24-03	453.96	PREPAY 2/23-12/24 PUBLIC PROTECTION
				100-0801-521.24-03	453.96	PREPAY 2/23-12/24 PUBLIC PROTECTION
				100-0920-531.20-07	387.03	PREPAY 2/23-12/24 SR CENTER

AP Check Register Check Date: 3/2/2023

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
WIL-KIL PEST CONTROL...	77321...	3/2/2023...	116593-23...	731-1022-541.20-07	320.10	PREPAY 2/23-12/24 CITY OF MENASHA
			Total for check: 77321		<u>1,615.05</u>	
WISCONSIN DOCUMENT IMAGING	77322	3/2/2023	201108	743-0403-513.30-15	115.00	POWER FILTER PRODUCTION COPIER
			Total for check: 77322		<u>115.00</u>	
					<u>446,724.72</u>	



Memorandum

Date: March 2, 2023
To: Common Council
From: Haley Krautkramer, City Clerk
Subject: Family Dollar Stores of Wisconsin, LLC, d/b/a Family Dollar, 714 Appleton Rd., Menasha

An application for a Class "A" and "Class A" Liquor License has been submitted by the Family Dollar Stores of Wisconsin, LLC, d/b/a Family Dollar for the premise located at 714 Appleton Rd., Menasha for the remainder of the 2022-2023 licensing year.

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" and "Class A" Liquor License for Family Dollar Stores of Wisconsin, LLC, d/b/a Family Dollar for the premise located at 714 Appleton Rd., Menasha for the remainder of 2022-2023 licensing year.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning 3/6/2023 ending 7/1/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } Menasha
 Village of }
 City of }

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

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-0000244943-05</u>	
FEIN Number <u>56-1356720</u>	
TYPE OF LICENSE REQUESTED	FEE
<input checked="" type="checkbox"/> Class A beer	\$ <u>225.00</u>
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ <u>350.00</u>
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>50.00</u>
TOTAL FEE	\$ <u>625.00</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Family Dollar Stores of Wisconsin, 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 full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Barnett	Peter	Alian	329 Cavalier Dr., Virginia Beach, VA 23451
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Littler	Todd	Burgess	3609 Trading Place, Virginia Beach, VA 23452
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Mitchell, Jr.	John	Summerfield	206 62nd Street, Virginia Beach, VA 23451
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Dean	Roger	Wayne	2904 Ryan Court, Virginia Beach, VA 23456
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Nigbor	Joshua	Dale	600 Melanie Lane, Ripon, WI 54971
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Family Dollar Store #21518 Business Phone Number (757) 321-5493
 2. Address of Premises 714 Appleton Rd, Menasha, WI Post Office & Zip Code 54952

3. 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.)

See attached floor plan.

All alcohol will be sold, stored, and kept on the sales floor. It will be sold at the registers at the front of the building. All extra alcohol product will be kept in the back stock room.

4. Legal description (omit if street address is given above): N/A

5. (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? N/A

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
PER WISCONSIN PUBLICATION 309, AN AGENT OF THE LIMITED LIABILITY COMPANY MUST HAVE COMPLETED A WISCONSIN APPROVED RESPONSIBLE BEVERAGE SERVER TRAINING COURSE.
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? **If yes, explain.** Yes No

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No

9. (a) Corporate/limited liability company applicants only: Insert state Virginia and date 08/01/17 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
Family Dollar Stores of Wisconsin, LLC is a subsidiary of Family Dollar, Inc.
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
Family Dollar Stores of Wisconsin, LLC holds various licenses throughout the state. (Please See Attached List)
10. 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? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees 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, or one member of a partnership applicant must sign; one corporate officer, one member/manager 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 misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Harry Spencer	Title/Member Assistant Secretary	Date 12/19/2022
Signature 	Phone Number 	Email Address 

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 1/17/23	Date reported to council / board 3/6/23	Date provisional license issued	Signature of Clerk / Deputy Clerk Haley Krautkramer
Date license granted	Date license issued	License number issued	

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 an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Menasha County of Winnebago
 City

The undersigned duly authorized officer/member/manager of FAMILY DOLLAR STORES OF WISCONSIN, 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 FAMILY DOLLAR #21518

located at 714 Appleton Rd, Menasha, WI 54952
(Trade Name)

appoints Joshua Nigbor
(Name of Appointed Agent)
600 Melanie Ln, Ripon, WI 54971
(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)
See attached.

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? 42 years

Place of residence last year 600 Melanie Ln, Ripon, WI 54971

For FAMILY DOLLAR STORES OF WISCONSIN, LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Joshua Nigbor, hereby accept this appointment as agent for the
(Print / Type Agent's Name)
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.

[Signature] _____
(Date) Agent's age [Redacted]
[Redacted] _____
(Home Address of Agent) Date of birth [Redacted]

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 _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Nigbor		Joshua		Dale	
Home Address (street/route)		Post Office	City	State	Zip Code
600 Melanie Ln			Ripon	WI	54971
Home Phone Number		Age	Date of Birth	Place of Birth	
[REDACTED]					

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.
- AGENT** of **FAMILY DOLLAR STORES OF WISCONSIN, LLC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
 which is making application for an alcohol beverage license.

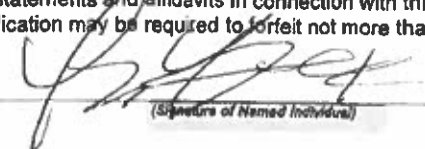
The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 26 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 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. **SEE ATTACHED**
(Name, Location and Type of License/Permit)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe 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 Licenses or Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
Family Dollar	500 Volvo Pkwy, Chesapeake, VA 23320	April 2006	Present
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
DEAN		ROGER		WAYNE	
Home Address (street/route)		Post Office	City	State	Zip Code
2904 RYAN COURT			VIRGINIA BEACH	VA	23456
Home Phone Number		Age	Date of Birth	Place of Birth	

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.
 - VP AND TREASURER** of **FAMILY DOLLAR STORES OF WISCONSIN, LLC**
(Officer / Director / Member / 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:

- How long have you continuously resided in Wisconsin prior to this date? N/A
- 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.)
- 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 other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- 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. **SEE ATTACHED.**
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe 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 Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
DOLLAR TREE	500 VOLVO PKWY, CHESAPEAKE	10/01/1999	
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


 Signature of Named Individual

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print)		(last name)	(first name)	(middle name)	
Mitchell, Jr.		John		Summerfield	
Home Address (street/route)		Post Office	City	State	Zip Code
206 62nd Street			Virginia Beach	VA	23451
Home Phone Number		Age	Date of Birth	Place of Birth	

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Officer of Family Dollar Stores of Wisconsin, LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
 which is making application for an alcohol beverage license.

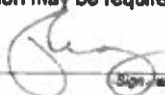
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? Officer is not a resident of Wisconsin
- 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.)
- 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 other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- 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. Family Dollar holds numerous ABC licenses across the country
(Name, Location and Type of License/Permit)
- 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 License or Permit) (Address by City and County)

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

Employer's Name	Employer's Address	Employed From	To
Dollar Tree MGMT	600 Volvo Parkway, Chesapeake, VA 23320	07/2021	Present
Williams, Mullen, Clark, and Dobbins PC	200 S 10th St, Richmond, VA 23219	05/2004	07/2021

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.



Signature of Named Individual

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)	(middle name)	
LITTLER		TODD	BURGES	
Home Address (street/route)	Post Office	City	State	Zip Code
3609 TRADING PLACE		VIRGINIA BEACH	VA	23452
Home Phone Number	Age	Date of Birth	Place of Birth	

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.
- SENIOR VICE PRESIDENT** of **FAMILY DOLLAR STORES OF WISCONSIN, LLC**
(Officer / Director / Member / 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:

- How long have you continuously resided in Wisconsin prior to this date? N/A
- 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.)
- 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 other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- 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. **SEE ATTACHED.**
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe 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 Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
DOLLAR TREE, INC	500 Volvo Parkway Chesapeake VA 23320	1997	Present
Employer's Name	Employer's Address	Employed From	To
Hagan Properties	12911 Reemus Rd. Louisville, KY	1996	1997

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


 (Signature of Named individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
BARNETT		PETER		ALLAN	
Home Address (street/route)		Post Office	City	State	Zip Code
329 CAVALIER DR			VIRGINIA BEACH	VA	23451
Home Phone Number		Age	Date of Birth	Place of Birth	

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.
- PRESIDENT** of **FAMILY DOLLAR STORES OF WISCONSIN, LLC**
(Officer / Director / Member / 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:

- How long have you continuously resided in Wisconsin prior to this date? N/A
- 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.)
- 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 other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- 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. SEE ATTACHED.
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe 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 Permittee) (Address By City and County)

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

Employer's Name	Employer's Address	Employed From	To
DOLLAR TREE	500 VOLVO PKWY, CHESAPEAKE	08/01/2013	Present
RITE AID	30 HUNTER LN, CAMP HILL PA	07/01/2008	08/01/2013

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees 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. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.



(Signature of Named Individual)

CITY OF MENASHA
*** CUSTOMER RECEIPT ***

Batch ID: MSHAJMM 2/03/23 01 Receipt no: 339

Type	SvcCd	Description	Amount
CLKM		CITY CLERK CHARGES	
	Qty	1.00	\$50.00

1100 CIRCLE PKWY STE 210
DECISIONS CONSULTING LLC
1100 CIRCLE 75 PKWY SUITE 210
ATLANTA GA 30339

Tender detail

CK Ref#:	1722	\$25.00
CK Ref#:	1733	\$25.00
Total tendered:		\$50.00
Total payment:		\$50.00

Trans date: 2/03/23 Time: 11:57:19

*** THANK YOU FOR YOUR PAYMENT ***



WISCONSIN DEPARTMENT OF REVENUE
 PO BOX 8902
 MADISON, WI 53708-8902

Contact Information:

2135 RIMROCK RD PO BOX 8902
 MADISON, WI 53708-8902
 ph: 608-266-2776 fax: 608-264-8884
 email: DORBusinessTax@wisconsin.gov
 website: revenue.wi.gov

Letter ID



LICENSING DEPT
 FAMILY DOLLAR STORES OF WISCONSIN, INC.
 500 VOLVO PKWY
 CHESAPEAKE VA 23320-1604

Wisconsin Department of Revenue Seller's Permit

Legal/real name: FAMILY DOLLAR STORES OF WISCONSIN, INC.
Business name: FAMILY DOLLAR 1518
 714 APPLETON RD
 MENASHA WI 54952-2422

- This certificate confirms you are registered with the Wisconsin Department of Revenue and authorized in the business of selling tangible personal property and taxable services.
- You may not transfer this permit.
- This permit must be displayed at the place of business and is not valid at any other location.
- If your business is not operated from a fixed location, you must carry or display this permit at all events.

Tax Type	Account Type	Account Number
Sales & Use Tax	Seller's Permit	458-0000344943-05



MEMORANDUM

To: Common Council

From: Community Development Department/SS

Date: March 6, 2023

Re: 3rd Amendment to the Development Agreement by and between DH 130 Main, LLC and the City of Menasha

In the fall of 2021, the Common Council approved a development agreement with DH 130 Main, LLC for the redevelopment of the former Anchor Bank building at 130 Main Street downtown Menasha. The developers then secured zoning and construction approvals last winter followed by financial approvals this spring with the slight modification to the payment schedule as noted under the 1st Amendment to the Development Agreement. Similarly to other projects in this market, rising cost in the construction industry and or supply chain issues has certainly taken a toll.

This project is now nearing completion. However, Section 2.4 and 3.2 of the Development Agreement states that the completion of the project shall be no later than March 15, 2023 as approved by the Second Amendment to the Development Agreement approved on November 7, 2022. While great progress and effort has been made, the project is still running tight to the timeline. The Developer is currently anticipating the project to be complete by the end of March. Attached is a third amendment, requesting the Common Council extend the completion date to April 15, 2023.

Staff recommends the Common Council approve the 3rd Amendment to the Development Agreement by and between the City of Menasha and DH 130 Main, LLC for the redevelopment of 130 Main Street, Menasha.

**THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MENASHA AND DH
130 MAIN, LLC**

THIS THIRD AMENDMENT TO THE LAND PURCHASE AND DEVELOPMENT AGREEMENT, executed in Menasha, Wisconsin on this __, day of March, 2023, is made effective between the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 (“City”) and DH 130 Main, LLC, a Wisconsin Limited Liability Company, 904 De Pere Street, Menasha, WI 54952 (“Developer”).

The Development Agreement by and between the parties dated as of October 5, 2021 and amended as of May 18, 2022 and November 7, 2022 is amended as follows:

1. As to ARTICLE II, DEVELOPER OBLIGATIONS, SECTION 2.4, CONSTRUCTION, delete “March 15, 2023” and add “April 15, 2023”.
2. As to ARTICLE III, CITY OBLIGATIONS, SECTION 3.2, CONDITION PRECEDENT FOR CITY OBLIGATION, delete “March 15, 2023” and add “April 15, 2023”.
3. All other terms and conditions set forth in the Development Agreement dated October 5, 2021, as amended dated May 18, 2022 and November 7, 2023, not in conflict with this THIRD AMENDMENT shall remain the same.

City of Menasha

DH 130 Main, LLC

By: _____
Donald Merkes, Mayor

Cole Alsbach, Manager

Attest: _____
Haley Krautkramer, City Clerk

Ryan Rogers, Manager

**SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MENASHA AND
DH 130 MAIN, LLC**


THIS SECOND AMENDMENT TO THE LAND PURCHASE AND DEVELOPMENT AGREEMENT, executed in Menasha, Wisconsin on this ___ day of November, 2022, is made effective between the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 ("City") and DH 130 Main, LLC, a Wisconsin Limited Liability Company, 904 De Pere Street, Menasha, WI 54952 ("Developer").

The Development Agreement by and between the parties dated as of October 5, 2021 and amended as of May 18, 2022 is amended as follows:

1. As to ARTICLE II, DEVELOPER OBLIGATIONS, SECTION 2.4, CONSTRUCTION, delete "December 20, 2022" and add "March 15, 2023".
2. As to ARTICLE III, CITY OBLIGATIONS, SECTION 3.2, CONDITION PRECEDENT FOR CITY OBLIGATION, delete "December 20, 2022" and add "March 15, 2023".
3. All other terms and conditions set forth in the Development Agreement dated October 5, 2021, as amended dated May 18, 2022, not in conflict with this SECOND AMENDMENT shall remain the same.

City of Menasha

By:



Donald Merkes, Mayor

Attest:



Haley Krautkramer, City Clerk

DH 130 Main, LLC



Cole Alsbach, Manager



Ryan Rogers, Manager

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MENASHA AND DH
130 MAIN, LLC**

This First Amendment to the land purchase and development agreement, executed in Menasha, Wisconsin on this 18 day of May, 2022, is made effective between the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 ("City") and DH 130 Main, LLC, a Wisconsin Limited Liability Company, 904 De Pere Street, Menasha, WI 54952 ("Developer").


The Development Agreement by and between the parties dated as of October 5, 2021 is amended as follows:

1. ARTICLE II, Section 1.1, Definition of "Available Tax Increment" shall be amended to as follows: "Available Tax Increment. "Available Tax Increment" means an amount equal to Ninety-Five percent (95%) for the first three years and Seventy-Five percent (75%) thereafter of the annual gross Tax Increment Revenues actually received and retained by the City which are generated by the Property and improvements and personal property thereon in the immediate preceding calendar year."
2. ARTICLE III, Section 3.3.1, shall be amended to read as follows: "As the sole source for payment of the City's Performance Incentive, the City agrees to pay the Developer annually the Available Tax Increment defined in Article I as an amount equal to Ninety-Five percent (95%) for the first three years and seventy-five percent (75%) thereafter of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year."
3. The rendering attached to EXHIBIT B, Project Description, shall be replaced with the attached Rendering, EXHIBIT B.1.
4. EXHIBIT C, Estimated Payment Schedule, shall be replaced with the attached Estimated Payment Schedule, EXHIBIT C.1.
5. All other terms and conditions set forth in the Development Agreement dated October 5, 2021 not in conflict with this Amendment shall remain the same.

City of Menasha

DH 130 Main, LLC

By:

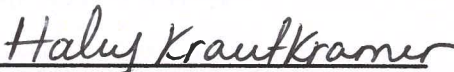


Donald Merkes, Mayor

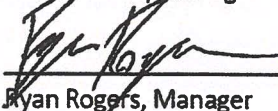


Cole Alsbach, Manager

Attest:



Haley Krautkramer, City Clerk



Ryan Rogers, Manager

EXHIBIT B.1



EXHIBIT C.1

ValYear	Projected Revenues			Dev. Incentive		Payment
	Tax Inc.	Total Rev.		Perf. Inc	Accum. Dev Inc.	
2022		\$ -	1	\$ -	\$ -	Nov. 1, 2023
2023	\$ 67,689.82	\$ 67,689.82	2	95% \$ 64,305.33	\$ 64,305.33	Nov. 1, 2024
2024	\$ 67,689.82	\$ 67,689.82	3	95% \$ 64,305.33	\$ 128,610.66	Nov. 1, 2025
2025	\$ 67,689.82	\$ 67,689.82	4	95% \$ 64,305.33	\$ 192,915.99	Nov. 1, 2026
2026	\$ 67,689.82	\$ 67,689.82	5	75% \$ 50,767.37	\$ 243,683.36	Nov. 1, 2027
2027	\$ 67,689.82	\$ 67,689.82	6	75% \$ 50,767.37	\$ 294,450.72	Nov. 1, 2028
2028	\$ 67,689.82	\$ 67,689.82	7	75% \$ 50,767.37	\$ 345,218.09	Nov. 1, 2029
2029	\$ 67,689.82	\$ 67,689.82	8	75% \$ 50,767.37	\$ 395,985.46	Nov. 1, 2030
2030	\$ 67,689.82	\$ 67,689.82	9	75% \$ 50,767.37	\$ 446,752.82	Nov. 1, 2031
2031	\$ 67,689.82	\$ 67,689.82	10	75% \$ 50,767.37	\$ 497,520.19	Nov. 1, 2032
2032	\$ 67,689.82	\$ 67,689.82	11	75% \$ 10,699.81	\$ 508,220.00	Nov. 1, 2033
2033	\$ 67,689.82	\$ 67,689.82	12			Nov. 1, 2034
2034	\$ 67,689.82	\$ 67,689.82	13			Nov. 1, 2035
2035	\$ 67,689.82	\$ 67,689.82	14			Nov. 1, 2036
2036	\$ 67,689.82	\$ 67,689.82	15			Nov. 1, 2037
2037	\$ 67,689.82	\$ 67,689.82	16			Nov. 1, 2038
2038	\$ 67,689.82	\$ 67,689.82	17			Nov. 1, 2039
2039	\$ 67,689.82	\$ 67,689.82	18			Nov. 1, 2040
2040	\$ 67,689.82	\$ 67,689.82	19			Nov. 1, 2041
2041	\$ 67,689.82	\$ 67,689.82	20			Nov. 1, 2042
Total	\$ 1,286,106.61	\$ 1,286,106.61		\$ 508,220.00	20.00%	

Notes:

1. Max Accumulative Performance Incentive 20% of Tax Increment Value as of 1/1/23
2. Projected Revenues based upon an estimated end value of \$3.1M
3. Based on estimated base of \$558,900

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MENASHA AND DH 130 MAIN, LLC

This development agreement (Agreement) is entered into as of October 5th, 2021 ("Effective Date"), between the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 ("City"), and DH 130 Main, LLC, a Wisconsin Limited Liability Company, 904 De Pere Street, Menasha, WI 54952 ("Developer").

RECITALS

Developer and the City acknowledge the following:

- A. Developer has acquired fee simple title of the real Property located at 130 Main Street (parcel 2-00061-00), Menasha, WI 54952; and,
- B. Subject to obtaining the financial assistance set forth herein, the Developer has proposed improvements to the Property to redevelop the Property into a mixed use building with a restaurant/retail on the first floor with 14 residential apartment units on floors 2, 3 and an added 4th floor.; and,
- C. Developer would not undertake the development of the Project but for its reliance upon receiving tax incremental financing to assist in funding a portion of the Project; and
- D. Desirous to spur economic development and expand the City's tax base, the City amended the Project Plan and boundary of Tax Increment District No. 13, which is a blighted tax increment district created as defined by Wisconsin State Statutes, Section 66.1105(2)(k) on July 6, 2015, on October 4, 2021 through Resolution R-39-21 expanding the Tax Increment District boundaries along with a plan for the redevelopment of the District including the Property; and,
- E. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf; and,
- F. The Property Tax Increment Base value of the Property as of January 1, 2021 and for illustration purposes of this Agreement, is \$558,900.00 (real and personal property). Final Tax Increment Base value will be determined as of the valuation as of January 1, 2022. The Developer estimates that total Project through the first phase will create an additional \$2,541,100.00 in new Increment value having a final Assessed Value estimated at \$3,100,000.00; and,
- G. The uses of the Project and the District contemplated by this Agreement are necessary and desirable to serve the interests of the City and its residents by expanding the City's tax base and providing additional development opportunities, consistent with the purposes of a Tax Incremental District under Section 66.1105, Wisconsin Statutes.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I. DEFINITIONS

- 1.1 Available Tax Increment. "Available Tax Increment" means an amount equal to Seventy-Five percent (75%) of the annual gross Tax Increment Revenues actually received and retained by the City which are generated by the Property and improvements and personal property thereon in the immediately preceding calendar year.

- 1.2 City Performance Incentive. The City Performance Incentive is a financial grant to be made available to Developer pursuant to this Agreement. Pursuant to ARTICLE III, below, this incentive payable over the District life from Available Tax Increment in accordance with the terms of this Agreement shall be no greater than twenty (20) percent of the Tax Increment created from the Project (estimated at \$508,220), but shall not exceed July 6, 2042 being the life of the District.
- 1.3 Completion (Project). "Completion" shall mean, the issuance of a certificate of occupancy for the redevelopment of the building described within as the Project.
- 1.4 District. "District" means all of that property, including the Property, included in Tax Incremental Finance District No. 13 created as defined by Wisconsin State Statutes, Section 66.1105(2)(k) on July 6, 2015, amended on October 4, 2021 and has a statutory closing of July 6, 2042 described in the Project Plan.
- 1.5 Hard Costs. "Hard Costs" shall mean direct costs incurred by Developer for labor, materials, equipment and services associated with the Project, contractor's overhead and profit, and other direct construction costs.
- 1.6 Payment Term. "Payment Term" means the term commencing on November 1 of the first year in which the City Performance Incentive is payable to Developer and continuing on the same day of each year thereafter until the first to occur of the following: (i) payment to Developer of the entire amount of the City Performance Incentive, or (ii) November 1, 2042. For example, for illustrative purposes only, if the Effective Date is October 5th, 2021, and a certificate of occupancy is issued for the Project on September 30, 2022, the Payment Term would run from November 1, 2024, through the first to occur of the following: (1) payment to Developer of the entire amount of the City Performance Incentive; or (ii) November 1, 2042. Estimated Payment Plan is attached as Exhibit C.
- 1.7 Project. "Project" means the mixed use redevelopment of the existing building on the Property including the creation of new commercial space on the first floor and 14 market rate residential apartments on floors 2, 3, and an added 4th floor within the existing office building located on the Property and all related infrastructure and site improvements, all of which shall comply with applicable City's ordinances City-approved plans, and State-approved plans for the Property. All references to the Project include the Property.
- 1.8 Project Plan. "Project Plan" means the "Project Plan for the Creation of Tax Incremental Finance District No. 13 in the City of Menasha" approved by the City on July 6, 2015 and as amended on October 4, 2021.
- 1.9 Project Costs. "Project Costs" means the costs relating to the Property described and estimated as set forth on the attached EXHIBIT D and incorporated herein.
- 1.10 Property. "Property" means the real property located at 130 Main Street (parcel 2-00061-00), Menasha, WI 54952 more particularly described in Exhibit A, attached hereto.
- 1.11 Tax Increment Base. "Tax Increment Base" means the aggregate value, as equalized by the Wisconsin Department of Revenue, of the Property as of January 1, 2022.
- 1.12 Tax Increment. "Tax Increment" has the same meaning as defined in Section 66.1105(2)(i) of the Wisconsin Statutes.
- 1.13 Tax Increment Law. "Tax Increment Law" means Section 66.1105 of the Wisconsin Statutes.

ARTICLE II. DEVELOPER OBLIGATIONS

- 2.1 Project. The Developer's Project shall include improvements to, and development of, the Property as set forth in Exhibit B that will result in an expected increase in the Property's assessed value of approximately \$2,800,000.00.
- 2.2 Zoning Approvals. On or before December 20, 2021, the Developer shall complete the necessary design and obtain all necessary zoning approvals from public bodies to execute the Project including a special use permit and site plan review.
- 2.3 Construction Approvals. On or before February 28, 2022, the Developer shall complete the necessary design and obtain all necessary construction approvals demonstrated by the issuance of building permits from public bodies necessary to execute the Project including if applicable state plan review, building permits (Building, Plumbing, Electric, HVAC, Excavation, Erosion Control, etc.), site plan agreements, and stormwater agreements.
- 2.4 Construction. Developer shall be responsible for the remodeling, construction and repurposing of the existing office building located on the Property and shall continue to Project Completion within 12 months from gaining the necessary construction approvals noted under section 2.3 above and in no case later than December 20, 2022.
- 2.5 Costs and Expenses. The Developer shall be responsible for payment of all costs related to the Project and any other work to be performed by the Developer under this Agreement; including all engineering, inspections, materials, labor, utility relocates and application fees. Furthermore, the Developer shall be responsible for payment of all City fees including impact fees, building permit fees, zoning, and sign permit fees, electrical and plumbing fees.
- 2.6 Value of Property. The Developer will incur not less than \$3,200,000.00 in Hard Costs on the Property by November 20, 2022.
- 2.7 Taxes. It is understood that the land, improvements, and personal property resulting from the development will be subject to property taxes. The Developer will pay in full when due all federal, state, and local taxes in connection with the development and all operating expenses with the Property and development.
- 2.8 Financing. On or before December 20, 2021, the Developer shall demonstrate financial commitments to sufficiently fund through equity and debt financing sources to continuously operate, maintain and fulfill the Project.

ARTICLE III. CITY OBLIGATIONS

- 3.1 The City shall cooperate with Developer throughout the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.
- 3.2 Condition Precedent for City Obligation. The performance obligations under this agreement by the City shall be conditioned upon the approval of a Project Plan Amendment of the District by the Joint Review Board and Completion of the Project in substantial compliance with Article II on or before December 20, 2022. Said amendment would permit the City of Menasha to grant Developer Incentives through the new Tax Increment that is created by the Project.
- 3.3 City Performance Incentive. Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the City to Developer to carry out the Project, the City will provide payment to Developer derived solely from future Tax Increments created from the Project (derived from both real and personal property) to assist

with Developer's Project Costs. The total Performance Incentive of Tax Increment created by the Project that may be paid to the Developer shall not exceed twenty percent (20%) of the total equalized value of the real and personal property as of January 1 of the year following Project Completion and in which the Project is fully assessed.

The City's Performance Incentive will be paid to Developer as follows:

- 3.3.1 As the sole source for payment of the City's Performance Incentive, the City agrees to pay the Developer annually the Available Tax Increment defined in Article I as an amount equal to seventy-five percent (75%) of the Tax Increment Revenue attributable to, and actually received from, the Property during the calendar year.
- 3.3.2 Payments under this Agreement shall be made in annual installments on November 1 of the calendar year following the first year in which there is a certificate of occupancy issued within the Project and continuing on each November 1 thereafter for a period of time described in Section 1.7.
- 3.3.3 The City's Performance Incentive shall be a special and limited obligation of the City and not a general obligation. The City may prepay the City's Performance Incentive, in its sole discretion, at any time, with no prepayment penalty.
- 3.4 No Performance Incentive will be paid if the actual assessed value of the Property is less than \$2,600,000.00 in any given year throughout the life of the District.
- 3.5 This Agreement fully evidences the City's obligation to pay the City's Performance Incentive. No separate instrument will be prepared to evidence the City's obligation to pay the City's Performance Incentive. The City's Performance Incentive shall not be included in the computation of the City's statutory debt limitations because the City's Performance Incentive is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the City's obligation from a limited and conditional obligation to a general obligation.
- 3.6 City's obligation to pay Performance Incentive under this Agreement is valid only as long as the Property is subject to Wisconsin real property taxes, and is not subject to any governmental exemption or housing credit programs.
- 3.7 Except as otherwise herein provided, until the City's Performance Incentive thereon has been paid in full, the City shall not close the District prior to its statutory expiration date, July 6, 2042.
- 3.8 The City shall, upon Developer's request, provide to Developer an accounting of the status of the District attributable to the Project including, but not limited to, the outstanding principal balance of the City's Performance Incentive and annual Tax Increments received from the Project.
- 3.9 Developer hereby acknowledges, as a result of the special and limited nature of the City's obligation to pay the City's Performance Incentive, that the City's Performance Incentive depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, failure of the Property to generate the Tax Increments at the rate expected by Developer, reduction in Tax Increments caused by revenue-sharing, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

ARTICLE IV. APPROVALS AND DEVELOPMENT STANDARDS

- 4.1 Developer Approval of Public Bodies. The Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary for the City to approve the development of the Property, and any other approvals necessary to utilize the Property for the Project.
- 4.2 Acceptance of Agreement. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City will not obligate the City to grant any additional approvals, including, but not limited to, variances, exceptions, or conditional use permits, or approve any building or use the City determines not to be in compliance with the applicable municipal codes and ordinances of the City. The City agrees to work in good faith, promptly, and diligently in connection with the issuance or grant of all such approvals, consents, permits, certificates, and any other documents as may be necessary or desirable in connection with the development, utilization, and operation of the Property and to act reasonably and expeditiously and in cooperation with the Developer in connection therewith; it being understood and agreed that this provision is not intended to limit the rights of the City as more particularly set forth above or in Article VII below.
- 4.3 Development Requirements. The Developer will use the Property for the Project and in accordance with the provisions of this Agreement, and all other applicable federal, state, county, and City laws and regulations.
- 4.4 Tax Exemption Forbearance. The Developer acknowledges that the City is relying upon the Developer's real and personal property taxes to generate Tax Increment, as a result, throughout the term of the District, the Developer agrees that commencing with the first calendar year in which the Project is fully assessed, neither the Developer nor any existing or future Affiliate or related entity of the Developer (collectively, "Developer Affiliates") will pursue, assist, support, or be involved in any federal, state, or local, judicial, legislative, or regulatory action or process that seeks, directly or indirectly, to prohibit, set aside, or limit the taxability of all or any portion of the Property on any basis whatsoever, and the Developer for itself and on behalf of the Developer Affiliates, and each of their respective successors in interest, waives any and all rights thereto for said District period. In addition, during the period of time that commences upon the date of this Agreement and terminates at the end of the District, neither the Property, the Project nor any part thereof or interest therein will be sold, transferred, leased, assigned, gifted, owned, used, or conveyed in any way to any person, partnership, organization, or entity that is all or partially exempt from federal, State of Wisconsin, or local real or personal property taxes, without the express prior consent of the City, which such consent may be withheld in the City's sole and absolute discretion (collectively, the "Restrictive Covenant"). This Restrictive Covenant will permit the City to have enforcement rights. Notwithstanding anything to the contrary contained herein, the Restrictive Covenant will automatically terminate upon the conclusion of the District.

ARTICLE V. WARRANTIES AND REPRESENTATIONS

- 5.1 The Developer hereby warrants, represents, and covenants to the City:

- 5.1.1 The Developer is a duly organized and existing limited liability company in the State of Wisconsin and authorized to transact business in the State of Wisconsin.
- 5.1.2 The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer or its shareholders, directors, or officers are necessary to authorize and approve the execution, delivery, and performance of this Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the Developer and constitute the legal, valid, and binding agreement and obligation of the Developer, enforceable against the Developer in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
- 5.1.3 There are no lawsuits filed or, to the knowledge of the Developer, pending or threatened against the Developer or affiliates that may in any material way jeopardize the ability of the Developer to perform its obligations hereunder.
- 5.1.4 The Developer will provide, prior to execution of this Agreement, a (i) a certificate of good standing/current status issued by the appropriate government agency of the state of Wisconsin, and (ii) certificate of incumbency and resolutions of the limited liability company which provide for who is authorized to sign on behalf of the Developer and that the Developer is duly authorized to enter into this Agreement and undertake all of the obligations under this Agreement together with all other agreements, documents, and contracts required to be executed in connection with the transactions arising out of this Agreement.

ARTICLE VI. DEVELOPER EVENT OF DEFAULT

- 6.1 Event of Default. An "Event of Default" includes any of the following:
 - 6.1.1 Failure to Construct the Project. Subject to the terms of this Agreement, the Developer fails to construct the Project to Completion consistent with Article I and II; or
 - 6.1.2 Taxes. The Developer fails to pay any real or personal property tax, or any special assessment levied or imposed by the State, County, or City against all or any portion of the Properties then owned by the Developer before they are delinquent, and in any event within Thirty (30) days after written notice from the City of such failure; provided that the Developer shall have the right to contest the same in accordance with applicable law; or
 - 6.1.3 Tax Exemption. All or any portion of the Property becomes tax exempt; or
 - 6.1.4 Breach of Agreement. The Developer breaches any provision of this Agreement or its obligations under this Agreement.
- 6.2 City Options upon Event of Default. Whenever an Event of Default occurs, under Section 6.1, the City may take one or more of the following actions, in the City's sole and absolute discretion:
 - 6.2.1 Suspend or terminate the performance of any and/or all of its undertakings and obligations under this Agreement, including, but not limited to, making any further payments under this Agreement.
 - 6.2.2 Take any action, including legal or administrative action, at law or in equity, which may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement or to seek

remedy for its breach. Such rights and remedies will not be exclusive of any other remedy or remedies, and such rights and remedies will be cumulative and will be in addition to every other right and remedy given under this agreement or now or hereafter existing at law or in equity or by statute.

- 6.3 Delay in Exercise of Rights Not Waiver. No delay or omission to exercise any right or power accruing to the City or the Developer upon any default by the other party will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient as long as the default is continuing.
- 6.4 Written Waiver Required. In the event this Agreement is breached by either party and such breach is expressly waived in writing by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other concurrent, previous, or subsequent breach hereunder. A party's acquiescence in not enforcing any portion of this Agreement will not provide a basis for the application of estoppel or other like defense or otherwise constitute waiver. Any waiver of any provision of this Agreement by either party must be expressed and in writing.
- 6.5 Compensation for Costs of Breach. Whenever there is an Event of Default by one party hereunder, and the other party employs attorneys or incurs other expenses for the successful enforcement or performance or observance of any obligation or agreement on the part of the defaulting party contained in this Agreement, the defaulting party will, on claim thereof, pay to the other party the reasonable fees of such attorneys and such other reasonable expenses incurred by the other party.

ARTICLE VII. MISCELLANEOUS PROVISIONS

- 7.1 Incorporation of Attachments. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.
- 7.2 Term. Unless terminated under ARTICLE VI, above, the term of this Agreement shall begin as of the Effective Date and shall continue until July 6, 2042, unless terminated earlier in accordance with the termination by the City of the District in accordance with the Tax Increment Law.
- 7.3 Restriction on Assignment of Agreement.
- 7.3.1 Agreement/Transfer of Properties. The rights, duties, and obligations of the Developer of this Agreement may not be assigned by the Developer without the written consent of the City to the assignment with an exception to the assignment of the Performance Incentive Payment to the Developer's lender. Furthermore, the Developer shall not sell, assign, or transfer all or any portions of the Properties through the life of the District without the written consent of the City to the transfer, which will not be unreasonably withheld.
- 7.4 Force Majeure. A party will be excused from its obligations under this Agreement if and to the extent and during such time as the party is unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control (each a "Force Majeure Event") based solely upon acts of God, war, fire, or other casualty, riot, civil unrest, epidemic or pandemic, extreme weather conditions, terrorism, strikes, and labor disputes. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party, thereafter the parties shall meet and confer in good

faith in order to identify a cure of the condition affecting its performance as expeditiously as possible.

- 7.5 Law Applicable. This Agreement will be construed in accordance with the internal laws of the State of Wisconsin.
- 7.6 Financial Burden. The parties acknowledge the Project will require substantial financial resources. Each party is willing and prepared to perform its obligations hereunder, recognizing that each must begin and continue its performance under this Agreement without absolute assurance all approvals necessary to the Project will be granted.
- 7.7 Originals and Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original.
- 7.8 Delivery of Notices. Any notice required hereunder will be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, sent by overnight delivery service, emailed or faxed to the parties respective addresses as follows, provided any notice given by facsimile is also given by one of the other methods:

To the City: City of Menasha
 Attention: Mayor
 100 Main Street, Suite 200
 Menasha, WI 54952
 Email: dmerkes@ci.menasha.wi.us
 Fax: 920-967-5272

With a copy to: City Attorney
 City of Menasha
 100 Main Street, Suite 200
 Menasha, WI 54952
 Email: pcaptain@ci.menasha.wi.us
 Fax: 920-967-5273

To Developer: DH 130 Main, LLC
 Attn: Cole Alsbach
 904 De Pere Street
 Menasha, WI 54952
 Email: cole@darkhorsedevelopmentllc.com
 Fax:

With a copy to: McCarty Law LLP
 2401 East Enterprise Avenue
 Appleton, WI 54913
 Attn: Scott C. Barr
 Email: sbarr@mccarty-law.com
 Fax: 920-882-7986

Notice will be deemed given upon personal delivery, the first business day after certification or registration, the first business day after deposit with the overnight delivery service, and upon acknowledgement of receipt by facsimile or electronic mail (provided notice is promptly sent by one of the other methods). Either party may change the address to which notice must be given by delivery of written notice to the other party in accordance with this Section 7.8.

- 7.9 Severance. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement will remain in full force and effect and enforceable to the fullest extent permitted by law.
- 7.10 Third Parties. This Agreement is made for the exclusive benefit of the parties hereto, and their permitted assignees (as set forth in Section 7.8), and is not for the benefit of any other persons, as third party beneficiaries or otherwise unless approved under Section 7.3, and this Agreement will not be deemed to have conferred any rights, expressed or implied, upon any other party.
- 7.11 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.
- 7.12 Neutral Construction. This Agreement is the result of a negotiated agreement by the parties and prior to the execution of this Agreement each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this Agreement will be construed more strictly for or against either party because that party's attorney drafted this Agreement or any portion thereof or attachment hereto.
- 7.13 No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.
- 7.14 Recording of Agreement. Either party may record this Agreement.
- 7.15 The Developer's Obligations Run with the Land. The Developer's obligations under this Agreement and all consents, obligations, waivers, restrictions, and other requirements of the Developer as set forth in this Agreement, will be deemed to be covenants running with the land and will be binding upon the Properties and the successors, assigns, and other transferees of the Developer.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed as of the date stated in the first paragraph of this AGREEMENT.

DEVELOPER:

DH 130 MAIN, LLC, A WISCONSIN LIMITED LIABILITY COMPANY

By: Cole Alsbach
Cole Alsbach, Manager

DH 130 MAIN, LLC, A WISCONSIN LIMITED LIABILITY COMPANY

By: Sam Schmidt
Sam Schmidt, Manager

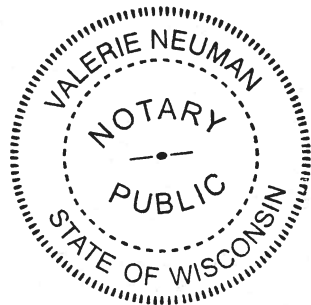
State of Wisconsin)

County of Winnebago)

On 10/22/21 before me, Valerie Neuman, Notary Public
Date Here Insert Name of the Officer

Personally Appeared Cole Alsbach & Sam Schmidt
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Valerie Neuman
Signature of Notary Public

*Valerie Neuman
My commission expires 2/11/2025.

CITY OF MENASHA, Wisconsin:

CITY OF MENASHA

By: [Signature]
Donald Merkes, City Mayor

CITY OF MENASHA

By: Haley Krautkramer
Haley Krautkramer, City Clerk

Approved as to form:

CITY OF MENASHA

By: [Signature]
Pamela Captain, City Attorney

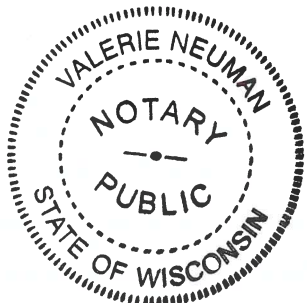
State of Wisconsin)

County of Winnebago)

On 10/20/2021 before me, Valerie Neuman, Notary Public
Date Here Insert Name of the Officer

Personally Appeared Donald merkes, Haley Krautkramer,
Pamela Captain
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Valerie Neuman
Signature of Notary Public
*Valerie Neuman

11 my Commission expires 2/11/2025

EXHIBIT A

**Legal Description of Property
2-00061-00**

Lots Five (5), Six (6), Seven (7), Thirty-nine (39), Forty (40); the East ½ of Lot Thirty-eight (38); the West ½ of Lot Forty-one (41) and the West 9 feet of Lot Four (4), all in Block Seven (7) in the PLAT OF THE TOWN OF MENASHA, per Assessor's Map in the Second Ward, City of Menasha, Winnebago County, Wisconsin.



EXHIBIT B

Project Description

The project consists of a mixed-use redevelopment of the existing building on the Property. The building will be remodeled to include 14 market rate residential apartments on floors 2, 3 and an added 4th floor which will allow for loft style units on floor 3 extending up to floor 4. The first floor will be remodeled into a commercial space and include all related infrastructure and site improvements.

Rendering attached.



130 Main Street Redevelopment

project # 21375
10/07/21

C-104

EXHIBIT C
ESTIMATED PAYMENT SCHEDULE

ValYear	Projected Revenues		Perf. Inc (75%)	Dev. Incentive		Payment
	Tax Inc.	Total Rev.		Accum. Dev Inc.		
2022		\$ -	1 \$	-	\$ -	Nov. 1, 2023
2023	\$ 67,689.82	\$ 67,689.82	2 \$	50,767.37	\$ 50,767.37	Nov. 1, 2024
2024	\$ 67,689.82	\$ 67,689.82	3 \$	50,767.37	\$ 101,534.73	Nov. 1, 2025
2025	\$ 67,689.82	\$ 67,689.82	4 \$	50,767.37	\$ 152,302.10	Nov. 1, 2026
2026	\$ 67,689.82	\$ 67,689.82	5 \$	50,767.37	\$ 203,069.47	Nov. 1, 2027
2027	\$ 67,689.82	\$ 67,689.82	6 \$	50,767.37	\$ 253,836.83	Nov. 1, 2028
2028	\$ 67,689.82	\$ 67,689.82	7 \$	50,767.37	\$ 304,604.20	Nov. 1, 2029
2029	\$ 67,689.82	\$ 67,689.82	8 \$	50,767.37	\$ 355,371.56	Nov. 1, 2030
2030	\$ 67,689.82	\$ 67,689.82	9 \$	50,767.37	\$ 406,138.93	Nov. 1, 2031
2031	\$ 67,689.82	\$ 67,689.82	10 \$	50,767.37	\$ 456,906.30	Nov. 1, 2032
2032	\$ 67,689.82	\$ 67,689.82	11 \$	50,767.37	\$ 507,673.66	Nov. 1, 2033
2033	\$ 67,689.82	\$ 67,689.82	12 \$	546.34	\$ 508,220.00	Nov. 1, 2034
2034	\$ 67,689.82	\$ 67,689.82	13			Nov. 1, 2035
2035	\$ 67,689.82	\$ 67,689.82	14			Nov. 1, 2036
2036	\$ 67,689.82	\$ 67,689.82	15			Nov. 1, 2037
2037	\$ 67,689.82	\$ 67,689.82	16			Nov. 1, 2038
2038	\$ 67,689.82	\$ 67,689.82	17			Nov. 1, 2039
2039	\$ 67,689.82	\$ 67,689.82	18			Nov. 1, 2040
2040	\$ 67,689.82	\$ 67,689.82	19			Nov. 1, 2041
2041	\$ 67,689.82	\$ 67,689.82	20			Nov. 1, 2042
Total	\$ 1,286,106.61	\$ 1,286,106.61	\$	508,220.00		
				20.00%		

Notes:

1. Performance Incentive based upon 75% of additional tax Increment
2. Max Accumulative Performance Incentive 20% of Tax Increment Value as of 1/1/23
3. Projected Revenues based upon an estimated end value of \$3.1M

EXHIBIT D

Estimated Project Costs

Sources and Uses for 130 Main Redevelopment Project

Sources	
Construction Debt	\$3,299,706
Investor Equity	\$824,927
Total Sources	\$4,124,633
Uses	
Land Cost	\$250,305
Financing Costs	\$103,092
Hard Construction Costs	\$3,300,000
Soft Costs	\$471,236
Total Uses	\$4,124,633



MEMORANDUM

To: Common Council
From: Community Development Department/SS
Date: March 6, 2023
Re: **Extension Amendment to Memorandum of Understanding by and between City of Menasha and Bird Rides, Inc.**

In 2022, the City of Menasha executed a memorandum of understanding (MOU) with Bird Rides, Inc (Bird) to allow the operation of electric scooters within the City of Menasha as a pilot program. Similarly, the City of Neenah and the City of Appleton embarked in the same pilot programs with last year being Appleton's second year.

The MOU with Bird had an end date of December 31, 2022. In conversations with our neighboring communities and internally, staff is presenting an extension of the MOU for the calendar year of 2023. The substance of the original agreement would remain in place the end date would be extended to December 31, 2023.

In 2022, Bird reported 1,366 different users, 1.54 metric tonnes of CO₂ saved, 5,523 total rides and 10,907 miles traveled. At a share of 10 cents per ride, the City received just over \$550 in total revenue from Bird. As indicated upon the original discussions, we had hoped to put this back out to the community through education. As such, much of the staff time was dedicated to staff working through on-going complaints, working with Bird to resolve concerns, and working with separate social media accounts associated with the City to get the word out about the do's and don't's of the using these scooters in the City of Menasha.

In total, Bird documented 64 tickets which included inquiries, damage/maintenance, general assistance and complaints. The majority of the concerns were poor placement of a vehicle and request for retrieval. Also of the 64 total tickets, Bird did notify us that 15 of those were in reference to a single complainant. This issue was resolved with some geofencing and when the boundaries were expanded throughout the community. In addition to the tickets from Bird specifically, the Menasha Police Department documented 10 total calls as it relates to 'Bird Scooters' specifically. If the individuals were able to be located, our officer's proactively educated patron's involved or provided advice. No accidents were reported.

Community Development did reach out to other City Departments prior to bringing this forward to the Common Council for their consideration. No issues were brought forward.

Staff recommends the Common Council approve the extension amending the memorandum of understanding by and between the City of Menasha and Bird Rides, Inc as presented.

**Extension Amendment to
Memorandum of Understanding**

This extension amendment (this "Amendment") dated as of March 6, 2023 is entered into by and between Bird Rides, Inc., incorporated under the laws of California and registered with the Wisconsin Department of Financial Institutions, located at 406 Broadway, #369, Santa Monica, CA 90401 ("Bird"), and the City of Menasha, WI, a Wisconsin Municipal Corporation, located at 100 Main Street, Ste 200, Menasha, WI 54952 ("City"), and amends that certain Memorandum of Understanding dated as of April 22, 2022, by and between Bird and City (as further amended, restated, supplemented or modified from time to time prior to the date hereof, the "MOU").

The MOU is amended as follows:

1. Term. The term of the MOU under Section 3.1 shall hereby be amended to continue through December 31, 2023.
2. Except as set forth in this Amendment, the MOU is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the MOU or any earlier amendment, the terms of this amendment will prevail.
3. Unless otherwise stated in this Amendment, defined terms shall be given the meanings attributed to them in the MOU.

Bird:

Bird Rides, Inc.

By: _____

Name:

Title:

Dated:

City:

Menasha, WI

By: _____

Name:

Title:

Dated:

MEMORANDUM OF UNDERSTANDING
Operation of Bird Rides, Inc.
in the City of Menasha

Pursuant to this Memorandum of Understanding (hereinafter the "MOU") for the operation of Bird Rides, Inc. owned dockless, stand-up electric scooters (hereinafter "electric scooter") within the City of Menasha, Bird Rides, Inc., incorporated under the laws of California and registered with the Wisconsin Department of Financial Institutions (hereinafter referred to as "Bird") and the City of Menasha, a municipal corporation (hereinafter referred to as the "City") (collectively "parties") hereby agree as follows:

WITNESSETH:

WHEREAS Bird, represented locally by Garrett Gronowski, desires to operate a Bird stand-up electric scooter pilot program within the City of Menasha; and

WHEREAS the City, whose address is City of Menasha, 100 Main Street, Suite 200 Menasha, WI 54952, is willing to establish a Bird stand-up electric scooter pilot program within the City of Menasha for the year of 2022 to evaluate the desire of establishing a regulatory framework for the long-term operation of Bird stand-up electric scooters within the City as well as to better determine the regulatory cost to the City; and

NOW, THEREFORE, in consideration of the above promises and mutual covenants of the parties hereinafter set forth, and the MOU for the operation of Bird stand-up electric scooters, the receipt and sufficiency of which is acknowledged by each party for itself, Bird and the City do agree as follows:

Section 1. DEFINITIONS

- 1.1. "Code" shall mean the Municipal Code of the City of Menasha, Wisconsin.
- 1.2. "Customer" shall mean a person who has downloaded Bird's app to their smart phone or other device.
- 1.3. "Dockless" shall mean a system of self-service mobility devices made available for shared use to individuals on a short-term basis, which may be rented through a smart-phone app, vendor website, vendor customer service number, or a pre-paid PIN and which do not require structures at permanent, fixed locations where rides must begin and end.
- 1.4. "Electric scooter" shall mean a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. Under this MOU, an electric scooter shall be in reference to an electric scooter owned by Bird.

- 1.5. "Equipment" shall mean dockless, stand-up electric scooters.
- 1.6. "Geo-fencing" shall mean the ability of Bird to create no-ride or no-parking zones using GPS to create a digital fence around a designated area that is marked as a red zone on the Bird app.
- 1.7. "Improperly parked" shall mean electric scooters parked in violation of section 5.5. of this MOU.
- 1.8. "Notice" and "Notification" shall mean notice from the public or notification from the City.
- 1.9. "Preferred parking area" shall mean areas designated in the Bird app as a location where customers may finish their ride and park the Bird electric scooter in order to receive a discount on the customer's next ride of a Bird electric scooter.
- 1.10. "Unsafe" shall mean any dockless, stand-up electric scooters that could cause harm or injury to a customer or anyone else within the public right-of-way despite being operated in a reasonable manner.
- 1.11. "Unused electric scooter" shall mean any dockless, stand-up electric scooter parked in one location for more than 7 consecutive days without being used.

Section 2. PURPOSE AND GOALS

- 2.1. It is the purpose of the City to support a Dockless, Stand-up Electric Scooter Pilot Program (hereinafter the "pilot") with Bird, to further observe, solicit feedback on, and evaluate the effectiveness of electric scooters in Menasha. In addition, the City shall further track the administrative, educational, and enforcement costs to the City associated with establishing an electric scooter pilot to more accurately determine the cost of a licensing scheme. There is no guarantee electric scooters will remain in the City after the completion of this pilot. Upon the conclusion of the pilot, the City shall take time to evaluate any feedback received, determine whether the following goals have been achieved, and to develop a more long-term licensing plan for the operation of Bird electric scooters, should

the City create such a license. Electric scooters may provide many benefits to residents and visitors of Menasha. Electric scooters have the potential to help the City improve outcomes related to equity, congestion mitigation, health, and access to opportunity. The City also realizes the potential for disruption to pedestrian ways and other public rights of way. The parties agree that this MOU is intended to be a fluid document, subject to change in order to ensure the success of the pilot program and further agree to work together to ensure the same.

2.2. The Goals of this pilot are as follows:

2.2.1. Increase transportation options: Electric scooters have the potential to reduce reliance on motor vehicles and ride sharing services for short trips, decreasing congestion and air quality impacts.

2.2.2. Expand access to transit: Electric scooters may provide links to public transit, assisting with connectivity and solving the first mile/last-mile problem.

2.2.3. Evaluate impacts on access to the public right-of-way: Bird must show a commitment to keeping pedestrian ways, streets, and other public rights-of way unobstructed by electric scooters for other users. Most importantly, electric scooters must be parked and maintained in a manner that provides clear path for people walking and maintains access to businesses, residential units, and other buildings.

2.2.4. Evaluate the costs to the City: The City shall further track the costs of an electric scooter pilot program to the City, including but not limited to costs associated with enforcement activities, administrative, and educational.

Section 3. PILOT DURATION

3.1. Term.

The term of this MOU shall be made effective upon signature by the parties and shall remain in effect, unless otherwise terminated, until December 31, 2022.

3.2. Suspension.

The pilot may be immediately suspended at any point and without cause by either the Director of the City of Menasha Community Development Department (hereinafter "CDD") or the Chief of the City of Menasha Police Department (hereinafter "MPD") for the purpose of working through any concerns with Bird.

- 3.3. Termination.
The pilot may be terminated at any point and without cause by either parties upon seven (7) days prior written notice to the other party. The Director of CDD or the Chief of MPD may terminate the pilot on behalf of the City.
- 3.4. Modification.
No term of this MOU may be modified or amended unless such modification or amendment is agreed to in writing and signed by the parties hereto.

Section 4. DUTIES OF BIRD

- 4.1. Maximum number of scooters and zones of operation.
 - 4.1.1. Bird shall provide a maximum of seventy-five (75) electric scooters within the City throughout the duration of the pilot.
 - 4.1.2. At the commencement of the pilot, no more than seventy-five (75) electric scooters shall be initially deployed within the city. The initial distribution of electric scooters in the City shall be as follows: a maximum of twenty (20) electric scooters shall be deployed within the downtown zone (Downtown Zone shall be classified as follows: Broad Street to the North, Government Canal to the South, Tayco Street to the West, and Racine Street to the East). The remaining scooters shall be distributed in other areas in the City, mutually agreed upon by the City and Bird.
 - 4.1.3. Bird shall deploy electric scooters in groups of no more than five (5) in any given location to ensure electric scooters are equally distributed around locations within the zones of operation.
 - 4.1.4. A review of the maximum number of electric scooters within the City or within a specific zone may be requested by either party. The parties agree to work together to come to a resolution for the duration of the pilot.
- 4.2. Local operations.

Bird shall provide name and contact information for representative to the City within thirty (30) days after execution of this agreement.
- 4.3. Reporting and data sharing.
 - 4.3.1. Aggregate customer demographic data that does not identify individual customers, payment methods, or their individual trip

history, gathered by Bird shall be provided to the Director of CDD on at least a monthly basis using anonymized keys.

4.3.2. The following information shall be required on the first of each month throughout the duration of the pilot, or as directed by the Director of CDD:

4.3.2.1. Total downloads, active customers & repeat customer information;

4.3.2.2. List of reported parking complaints including: description, location of incident, description of Bird response, and response time;

4.3.2.3. Incidents of electric scooter theft and vandalism;

4.3.2.4. Electric scooter maintenance reports;

4.3.2.5. Complaints received by Bird;

4.3.2.6. Accident/crash information; and

4.3.2.7. Payment method information.

4.3.3. Customer information shall be made available to MPD upon warrant or subpoena or otherwise required by law.

4.4. Submerged electric scooters.

Bird acknowledges that submerged electric scooters in the City waterways may result in the release of hazardous wastes into the environment. If a Bird electric scooter is submerged in a City waterway, Bird shall commence removal and site restoration. If Bird fails to comply with removal, the City may respond, cause removal and require reimbursement.

4.5. Relocation requests.

Bird shall respond to and relocate improperly parked or unused electric scooters within five (5) hours of notice between 6 a.m. and 10 p.m. Bird shall respond to and relocate improperly parked or unused electric scooters by 8 a.m. for notices received between 10 p.m. and 6 a.m.

4.6. Safety education.

Bird shall provide materials, videos, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and proper riding and parking as further described within this MOU.

4.7. Operation outside the City of Menasha.

Bird shall be responsible for tracking the location of electric scooters to ensure that electric scooters are not operated outside of approved areas. The City will coordinate with Bird and neighboring municipalities (those with similar agreements) to determine areas of allowable use. Upon notification of the placement of an electric scooter outside the City, Bird shall commence relocation of the electric scooter back within City limits.

4.8. Equipment maintenance.

Bird shall regularly inspect and provide necessary maintenance to each electric scooter at least once per month. Upon notification of an unsafe or inoperable electric scooter, Bird shall remove said electric scooter within two (2) hours. Bird acknowledges that the City may impound electric scooters that are deemed unsafe or inoperable and not remedied in accordance with this provision.

4.9. Geo-fencing of downtown bridges, Trestle Trail, Loop the Lake Bridges, overpasses and roundabouts.

Bird shall geo-fence all downtown bridges, the Trestle Trail, any Loop the Lake Bridges, overpasses and roundabouts to prevent customers from ending their ride on them in order to increase accessibility for pedestrians. The parties acknowledge that customers may traverse the downtown bridges.

Bird shall work with the City to provide temporary geo-fencing for Special Events at the request of the City.

4.10. Preferred parking zones.

Bird agrees to work with the City to create preferred parking zones within the City prior to the deployment of Bird electric scooters. The parties agree that, throughout the duration of the pilot, they will continue to work jointly to adjust the preferred parking zones as necessary.

Section 5. OPERATING REGULATIONS

5.1. Bird shall provide easily visible contact information for Bird's locally based operations manager, including toll-free phone number and e-mail address

on each electric scooter for members of the public to make relocation requests or to report other issues with devices.

5.2. Safety requirements.

5.2.1. Each electric scooter shall meet the requirements described in Sections 347.489 (1), 347.489 (2), and 347.489 (3) of the Wisconsin State Statutes.

5.2.2. The maximum motor-assist speed for electric scooters shall be 15 mph, except along the designated trail routes including the Trestle Trail, Loop the Lake Trails, and the Province Terrace Boardwalk where it shall be 12 mph.

5.3. Electric scooter availability and hours of operation.

5.3.1. Bird, through its locally based operations manager, shall redistribute electric scooters to ensure electric scooters are distributed throughout the City. Bird agrees to work with the Director of CDD, or designee, in order to determine the safest and most efficient distribution of electric scooters throughout the City for the duration of the pilot. The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this MOU, and Bird remains responsible for all obligations and requirements under this MOU.

5.3.2. Hours of operation.

Electric scooters shall be made available to rent twenty-four (24) hours per day, under appropriate environmental circumstances.

5.3.3. Initial Placement.

The date for initial placement of electric scooters in the City shall be mutually decided upon between Bird and the Director of Community Development at the onset of the warmer seasons.

5.3.4 Winter operation.

Bird shall begin to remove electric scooters from use upon the onset of snow accumulation within the City, or as directed by Director of CDD, or designee.

5.4. Proper electric scooter use.

- 5.4.1. Usage of electric scooters in the City of Menasha shall follow all local ordinances and state statutes as applicable. Note: until such a time, an ordinance revision can be accomplished regarding the use of such equipment on trails, all references to usage on trails in this agreement shall be voided and as reasonably practicable, trail sections in the City of Menasha shall be geo-fenced to prevent their usage.
- 5.4.2. Electric scooters shall be operated and regulated in the same manner as bicycles and may be operated on roadways, sidewalks (except as defined below), bike lanes, and bike trails, unless otherwise stated in State or City regulations.
- 5.4.3. Electric scooters may not be operated on the sidewalks in the downtown zone as defined under section 4.1.2.
- 5.4.4. Electric scooters shall be operated on the right of street lanes and offer the right-of-way to bicycles in bike lanes and on bike trails where applicable.
- 5.4.5. Electric scooters shall not be operated by individuals under the age of 18.
- 5.4.6. Electric scooters shall not be operated within City-owned and private parking ramps.
- 5.5. Proper electric scooter parking.
 - 5.5.1. Bird shall provide instructions for properly parking electric scooters to customers in easily understandable formats through multiple media types.
 - 5.5.2. Bird shall keep the sidewalk free from obstructions to pedestrians by requiring customers to park electric scooters such that a walk space not less than five (5) feet wide shall at all times be kept open for pedestrians and shall not be parked on the main traveled portion of the sidewalk or against or adjacent to windows.
 - 5.5.3. Electric scooters shall not be parked at the intersection of two or more streets between the points of curvature, measured along the curb.
 - 5.5.4. On roadways without sidewalks, electric scooters may be parked in the roadway if the vehicular right-of-way and the pedestrian way are not obstructed.

- 5.5.5. Electric scooters shall not be parked on private property without the express consent of the owner.
- 5.5.6. Electric scooters shall not be parked within, or obstruct access to, parking spaces; transit stops, including bus stops, streetcar stops, shelters, and passenger waiting areas; entryways; driveways; or crosswalks.
- 5.5.7. All electric scooters shall be parked in an upright position with two (2) wheels making a point of contact with the ground and in such a manner as to not constitute a hazard to pedestrians, traffic, or property.
- 5.5.8. Electric scooters shall not be parked on any bridges within the City of Menasha. Bird agrees to further assist with this prohibition as stated in Section 4.9 of this MOU.

Section 6. INSURANCE REQUIREMENTS

Bird shall comply with the requirements contained within the attached Insurance Requirements – Bird Pilot Program.

Section 7. INDEMNIFICATION

Notwithstanding any references to the contrary in the application documents, Bird assumes full liability for all of its acts in the performance of this pilot. Bird will save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses which may be claimed by a third party against the City in consequence of allowing Bird to participate in this pilot program, or which may result from the negligence or misconduct of Bird, or its agents, employees, customers or users, except to the extent arising out of or resulting from the City's sole negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the negligence or misconduct of Bird, or its agents, employees, customers or users participating in this pilot, or utilizing Bird's equipment, Bird assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorney fees, or other expenses resulting there from. The City may tender the defense of any claim or action at law or in equity to Bird or its insurer, and upon such tender it shall be the duty of Bird or its insurer to defend such claim or action without cost or expense to the City or its officers, council members, agents, employees or authorized volunteers. Bird shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided Bird may not settle any lawsuit on behalf of the City without the City's written consent that either (1) requires the City to admit liability, or (2) exceeds the limits of Bird's insurance policies. City shall cooperate in all reasonable respects with Bird and

its attorneys in the defense or settlement of such lawsuit; provided, that the City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.

Section 8. MISCELLANEOUS

8.1. Assignment.

Neither party shall assign nor transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the other party.

8.2. Notices, Records, Invoices, Billings and Reports.

8.2.1. All notices required to be sent by this Agreement shall be deemed delivered as of the date of postmark via email or if deposited in a United States mailbox, with sufficient first class postage attached. Notices shall be directly sent to the persons stipulated via us mail or email herein:

For the City:
Director of Community Development
Attn: Sam Schroeder
City of Menasha
100 Main Street, Suite 200
Menasha, WI 54952
sschroeder@ci.menasha.wi.us

For Bird:
406 Broadway Ave. #369
Santa Monica, CA 90401
garrett@bird.co

8.2.2. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time if not explicitly set forth within this MOU.

8.3. Payment.

Bird agrees to pay to the City \$0.10 per ride in order to recoup administrative, educational, and enforcement expenses incurred by the City. Payment shall be made on a monthly basis and shall be made payable to the City of Menasha – Finance Department.

8.4. No Waiver.

No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the City or County shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

8.5. Construction of Agreement.

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

8.5.2. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

8.5.3. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

8.5.4. If any provision of this Agreement is determined by a court of record to be void or unenforceable, all remaining provisions shall continue to be valid and enforceable.

8.6. Public Records.

Bird understands that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this pilot are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Bird acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law and that Bird must defend and hold the City harmless from liability to its fault under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this MOU and the pilot itself.

IN WITNESS WHEREOF, the parties have executed this Agreement and its Schedules as of the day and date set forth above by their duly authorized officers.

BIRD RIDES, INC.

By: Austin Marshburn
Printed Name: Austin Marshburn
Date: 04 / 22 / 2022

By: _____
Printed Name: _____
Date: _____

CITY OF MENASHA


By: 
Don Merkes, Mayor

By: Haley Krautkramer
Haley Krautkramer, City Clerk

Date: 26 APRIL 2022

Date: 4/26/22

Approved as to form:


Pamela Captain, City Attorney



To: City of Menasha Common Council

From: Jennifer Sassman, Finance Director

Date: March 6, 2023

RE: Resolution R-7-23: Resolution Authorizing the Borrowing of \$1,016,335 from CoVantage Credit Union; Providing for the Issuance and Sale of a General Obligation Promissory Note

Resolution R-8-23: Resolution Authorizing the Borrowing of \$3,651,000 from CoVantage Credit Union; Providing for the Issuance and Sale of a General Obligation Promissory Note

Background Information

In 2022, the City Menasha entered into a development agreement with Menasha Real Estate LLC for the First Addition of Lake Park Heights Subdivision as well as a development agreement with Atkins Development Group LLC for the Woodland Lakes Cottages Subdivision. It was identified in the budget and by resolution at the time of budget adoption that the City would be seeking general obligation borrowing for the purpose of paying the developer for the incurred infrastructure and capital improvement costs associated with these projects.

On February 20, 2023, Common Council approved Resolutions R-4-23 and R-5-23 authorizing the financing for the First Addition to the Lake Park Heights Subdivision Project and the Woodland Lakes Cottages Development Project and accepted the loan proposals provided by CoVantage Credit Union.

Analysis

Staff worked with CoVantage Credit Union to compile the necessary documents required to authorize the borrowing and proceed with the loan closing. It is anticipated that the loan closing will take place on March 15, 2023.

Attached you will find a resolution and corresponding promissory note for each of the borrowings. As is common in our borrowing situations, these documents are presented with the Draft watermark. We are expecting to receive final approval from the CoVantage Board of Directors on Friday, March 3, 2023. At the time of this memo, the credit committee of CoVantage has approved the loans.

Recommended Motions

Recommend Resolution R-7-23: A Resolution Authorizing the Borrowing of \$1,016,335 from CoVantage Credit Union; Providing for the Issuance and Sale of a General Obligation Promissory Note Therefor; and Levying a Tax in Connection Therewith.

Recommend Resolution R-8-23: A Resolution Authorizing the Borrowing of \$3,651,000 from CoVantage Credit Union; Providing for the Issuance and Sale of a General Obligation Promissory Note Therefor; and Levying a Tax in Connection Therewith.

RESOLUTION

RESOLUTION NO. R-7-23

RESOLUTION AUTHORIZING THE BORROWING OF \$1,016,335.00; PROVIDING FOR THE ISSUANCE AND SALE OF A GENERAL OBLIGATION PROMISSORY NOTE THEREFOR; AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, the Common Council (the "Governing Body") hereby finds and determines that it is necessary, desirable and in the best interest of the City of Menasha, Calumet, Winnebago County(ies), Wisconsin (the "Issuer") to raise funds for the purpose of:

Financing for the Lake Park Heights

(the "Borrowing Purpose"); and

WHEREAS, the Governing Body hereby finds and determines that the Borrowing Purpose is within the Issuer's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes; and

WHEREAS, the Issuer is authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and issue general obligation promissory notes for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Authorization of the Note. For the purpose of paying the cost of the Borrowing Purpose, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of \$1,016,335.00 from CoVantage Credit Union (the "Lender") in accordance with the terms set forth herein.

Section 2. Issuance of the Note. To evidence such indebtedness, the Mayor and the Clerk are hereby authorized, empowered and directed to make, execute, issue and deliver to the Lender for, on behalf of and in the name of the Issuer, a general obligation promissory note aggregating the principal amount of \$1,016,335.00 (the "Note").

Section 3. Terms of the Note. The Note shall be designated "General Obligation Promissory Note"; shall be dated the date of its issuance; shall bear interest at the rate of 4.580% per annum; and shall be payable as follows:

Borrower will pay this loan in accordance with the following payment schedule: one principal and interest payment of \$229,495.00 on January 31, 2024, with interest calculated on the unpaid principal balances at an interest rate of 4.580% per annum; 4 annual consecutive principal and interest payments of \$196,710.00 each, beginning January 31, 2025, with interest calculated on the unpaid principal balances at an interest rate of 4.580% per annum; and one principal and interest payment of \$156,098.88 on January 31, 2029, with interest calculated on the unpaid principal balances at an interest rate of 4.580% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Resolution Authorizing Borrowing.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Section 4. Prepayment Provisions. The Note shall not have prepayment privileges.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be attached hereto and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit and resources of the Issuer are hereby irrevocably pledged, and a direct annual irrepealable tax is hereby levied upon all taxable property of the Issuer. Said direct annual irrepealable tax shall be levied in the years and amounts as follows:

<u>Levy Year</u>	<u>Amount</u>
2024	\$229,495.00
2025	\$196,710.00
2026	\$196,710.00
2027	\$196,710.00
2028	\$196,710.00
2029	\$156,098.88

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Issuer levied in said years are collected. So long as any part of the principal of or interest on the Note remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on the Note when due, the requisite amount shall be paid from other funds of the Issuer then available, which sums shall be replaced upon the collection of the taxes herein levied. In the event the Issuer exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of

direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

Section 7. Debt Service Fund Account. There is hereby established in the Issuer's treasury a fund account separate and distinct from every other Issuer fund or account designated "Debt Service Fund Account for \$1,016,335.00 General Obligation Promissory Note." Such fund shall be maintained in accordance with generally accepted accounting practices. There shall be deposited in said fund account any premium plus accrued interest paid on the Note at the time of delivery to the Lender, all money or funds raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Note when the same shall become due and to retire the principal installments on the Note. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished. Sinking funds established for obligations previously issued by the Issuer may be considered as separate and distinct accounts within the Debt Service Fund Account.

Section 8. Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Note.

Section 9. Arbitrage Covenant. The Issuer shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Note (the "Closing"), would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the Issuer hereby covenants and agrees that so long as the Note remains outstanding, moneys on deposit in any fund or account created or maintained in connection with the Note, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Note to be an "arbitrage bond" within the meaning of the Code or Regulations.

The Clerk, or other officer of the Issuer charged with responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Issuer regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants: Exemption from Rebate: Qualified Tax-Exempt Obligation Status. The Issuer hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Note) to assure that the Note is an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout its term. The Clerk or other officer of the Issuer charged with the responsibility of issuing the Note, shall provide appropriate certifications of the Issuer as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Issuer to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Note will continue to be an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

For Note Proceeds allocable to a Borrowing Purpose for new projects or acquisitions, the Issuer reasonably expects to:

- qualify for the small issuer rebate exception because it (including any entities subordinate to the Issuer) will issue no more than \$5,000,000 of tax-exempt obligations (including the Note(s)) during the current calendar year.
- qualify for the eighteen month rebate exception under Section 1.148-7(d) of the Regulations.
- qualify for the two-year rebate exception under Section 148(f)(4) of the Code.
- not qualify for an exception to rebate.

The Issuer hereby designates the Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the Clerk or other officer of the Issuer charged with the responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, all as of the Closing.

Section 11. Execution of the Note. The Note shall be prepared in typewritten form, executed on behalf of the Issuer by the manual or facsimile signatures of the Mayor and Clerk, sealed with its official or corporate seal thereof, if any, and delivered to the Lender upon payment to the Issuer of the purchase price thereof, plus accrued interest to the date of delivery; provided that, if this is a refinancing, the refunding Note shall be immediately exchanged for the note being refinanced. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the delivery of the Note, such signatures shall nevertheless be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute all documents as may be necessary and convenient for effectuating the Closing.

Section 12. Payment of the Note. The principal of and interest on the Note shall be paid by the Clerk or Treasurer in lawful money of the United States.

Section 13. Registration and Transfer of Note. The Clerk shall keep records for the registration and for the transfer of the Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on the Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid. The Note may be transferred by the registered owner thereof by presentation of the Note at the office of the Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the Note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the Clerk, shall be made on such Note.

Section 14. Conflicting Resolutions: Severability: Effective Date. All prior resolutions, rules or other actions of the Issuer or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one

or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Section 15. Financial Reports. Officials of the Issuer are hereby authorized and directed, so long as the Note is outstanding, to deliver to Lender any audit statement or other financial information Lender may reasonably request and to discuss its affairs and finances with Lender.

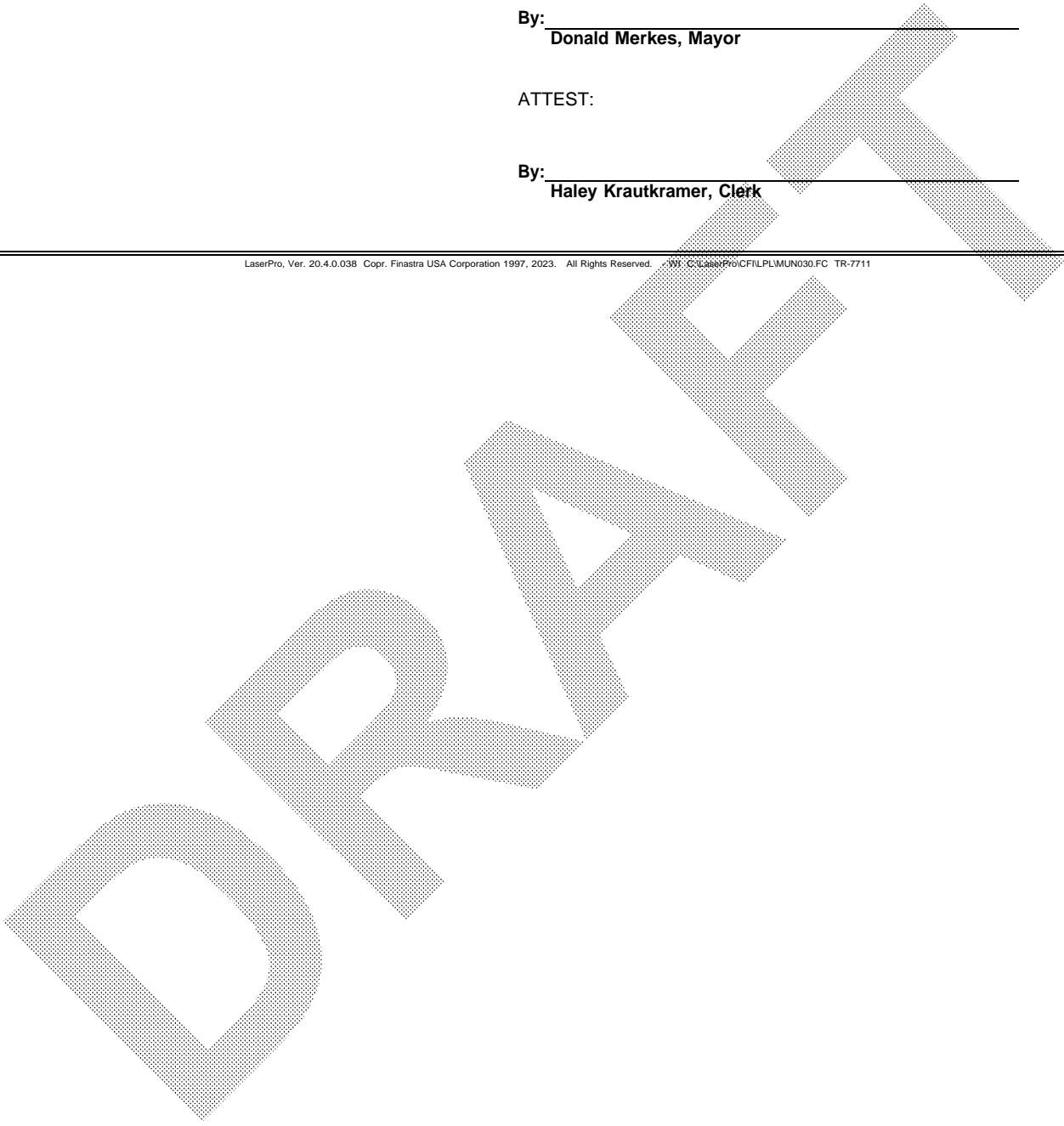
Adopted and recorded this 6th day of March, 2023.

(Seal)

By: _____
Donald Merkes, Mayor

ATTEST:

By: _____
Haley Krautkramer, Clerk



GENERAL OBLIGATION PROMISSORY NOTE

UNITED STATES OF AMERICA

STATE OF WISCONSIN

CITY OF MENASHA

original date of issue:

03-06-2023

REGISTERED OWNER: CoVantage Credit Union

PRINCIPAL AMOUNT: ONE MILLION SIXTEEN THOUSAND THREE HUNDRED THIRTY-FIVE & 00/100 DOLLARS
(\$1,016,335.00)

Section 1. Payment Schedule. KNOW ALL MEN BY THESE PRESENTS, that the City of Menasha, Calumet, Winnebago County(ies), Wisconsin (the "Issuer"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner identified above, or to registered assigns, (the "Lender") the principal amount identified above, payable with interest at the rate of 4.580% per annum as follows:

Borrower will pay this loan in accordance with the following payment schedule: one principal and interest payment of \$229,495.00 on January 31, 2024, with interest calculated on the unpaid principal balances at an interest rate of 4.580% per annum; 4 annual consecutive principal and interest payments of \$196,710.00 each, beginning January 31, 2025, with interest calculated on the unpaid principal balances at an interest rate of 4.580% per annum; and one principal and interest payment of \$156,098.88 on January 31, 2029, with interest calculated on the unpaid principal balances at an interest rate of 4.580% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

Both the principal of and interest on this Note are payable to the Lender in lawful money of the United States at the office of the Lender. Payment of the last installment of principal of this Note shall be made upon presentation and surrender hereof to the Issuer's Clerk or Treasurer.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Section 2. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a **delinquency charge of 5.000%** of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate of 12.000% per year, computed on the basis of a 365-day year. Issuer agrees to pay a charge of \$20.00 for each check presented for payment under this Note which is returned unsatisfied.

Section 3. Security. For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Issuer are hereby irrevocably pledged.

Section 4. Purpose and Authorization. This Note is issued pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of the "Borrowing Purpose" as defined and authorized by a resolution of the Issuer's Common Council (the "Governing Body") duly adopted at a meeting held on 03-06-2023. Said resolution is recorded in the official minutes of the Governing Body for said date.

Section 5. Prepayment. This Note is not subject prepayment penalty on or before 01-31-2029.

Section 6. Transferability. This Note is transferable by a written assignment, in a form satisfactory to the Issuer's Clerk, duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note may be issued to the transferee in exchange hereof if requested by said transferee. The Issuer may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, and interest due hereon and for all other purposes, and the Issuer shall not be affected by notice to the contrary.

Section 7. Certifications. It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Issuer, including this Note, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable. It is hereby further certified that the Issuer has designated this Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 8. Default. Upon the occurrence of any one or more of the following events of default, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable: (a) Issuer fails to pay any amount when due under this Note or under any other instrument

evidencing any indebtedness of Issuer to Lender; (b) any representation or warranty made under this Note or information provided by Issuer to Lender in connection with this Note is or was false or fraudulent in any material respect; (c) a material adverse change occurs in Issuer's financial condition; (d) Issuer fails to timely observe or perform any of the covenants or duties in this Note; (e) an event of default occurs under any agreement securing this Note; or (f) Lender deems itself insecure. The unpaid balance shall automatically mature and become immediately payable in the event Issuer becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default of the Lender's rights and remedies upon such default.

Section 9. Issuer Obligations. Issuer agrees to pay all costs of collection before and after judgment, including, without limitation, reasonable attorney's fees (including those incurred in successful defense or settlement of any counterclaim brought by Issuer or incident to any action or proceeding involving Issuer brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Subject to Wis. Stat. § 893.80, Issuer agrees to indemnify and hold harmless Lender, its directors, officers and agents, from and under this Note or the activities of Issuer. This indemnity shall survive payment of this Note. Issuer acknowledges that Lender has not made any representation or warranties with respect to, and the Lender does not assume any responsibility to Issuer for, the collectability or enforceability of this Note or the financial condition of Issuer. Issuer has independently determined the collectability and enforceability of this Note. Issuer authorizes Lender to disclose financial and other information about Issuer to others.

Section 10. Waiver. No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this Note shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Note preclude any other or further exercise of the right or the exercise of any other right.

Section 11. Rights of Lender. The remedies provided in this Note are cumulative and not exclusive of any remedies provided by law. Without affecting the liability of Issuer, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it. Without affecting the liability of Issuer, Lender may from time to time, without notice, renew or extend the time for repayment subject to the time limits prescribed in Wis. Stat. § 67.12(12).

Section 12. Venue: Interpretation. Unless otherwise prohibited by law, the venue for any legal proceeding relating to collection of this Note shall be, at Lender's option: (a) the county in which Lender has its principal office in this state; (b) the county in which Issuer is located; (c) or the county in which this Note was executed by Issuer. This Note is intended by Issuer and Purchase as the final expression of this Note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in writing. This Note benefits Lender, its successors and assigns and binds Issuer and its successors and assigns. The validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.

IN WITNESS WHEREOF, the Issuer, by its Governing Body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified Mayor and Clerk or persons authorized by law to sign on their behalf, and to be sealed with its official or corporate seal, if any, all as of the original date of issue identified above.

CITY OF MENASHA, WISCONSIN:

By: _____
Donald Merkes, Mayor

(Seal)

By: _____
Haley Krautkramer, Clerk

REGISTRATION

This Note shall be registered in registration records kept by the Clerk of the Issuer, such registration to be noted in the registration blank below and upon said registration records, and this Note may thereafter be transferred only in accordance with the terms of this Note, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Lender</u>	<u>Signature of Clerk</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

RESOLUTION

RESOLUTION NO. R-8-23

RESOLUTION AUTHORIZING THE BORROWING OF \$3,651,000.00; PROVIDING FOR THE ISSUANCE AND SALE OF A GENERAL OBLIGATION PROMISSORY NOTE THEREFOR; AND LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, the Common Council (the "Governing Body") hereby finds and determines that it is necessary, desirable and in the best interest of the City of Menasha, Calumet, Winnebago County(ies), Wisconsin (the "Issuer") to raise funds for the purpose of:

Financing for Woodland Lake Cottages

(the "Borrowing Purpose"); and

WHEREAS, the Governing Body hereby finds and determines that the Borrowing Purpose is within the Issuer's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes; and

WHEREAS, the Issuer is authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and issue general obligation promissory notes for such public purposes.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Authorization of the Note. For the purpose of paying the cost of the Borrowing Purpose, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of \$3,651,000.00 from CoVantage Credit Union (the "Lender") in accordance with the terms set forth herein.

Section 2. Issuance of the Note. To evidence such indebtedness, the Mayor and the Clerk are hereby authorized, empowered and directed to make, execute, issue and deliver to the Lender for, on behalf of and in the name of the Issuer, a general obligation promissory note aggregating the principal amount of \$3,651,000.00 (the "Note").

Section 3. Terms of the Note. The Note shall be designated "General Obligation Promissory Note"; shall be dated the date of its issuance; shall bear interest at the rate of 4.580% per annum; and shall be payable as follows:

Borrower will pay this loan in 9 regular payments of \$369,721.52 each and one irregular last payment estimated at \$1,500,874.34. Borrower's first payment is due January 31, 2024, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on January 31, 2033, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Section 4. Prepayment Provisions. The Note shall not have prepayment privileges.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be attached hereto and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit and resources of the Issuer are hereby irrevocably pledged, and a direct annual irrepealable tax is hereby levied upon all taxable property of the Issuer. Said direct annual irrepealable tax shall be levied in the years and amounts as follows:

<u>Levy Year</u>	<u>Amount</u>
2024	\$369,721.52
2025	\$369,721.52
2026	\$369,721.52
2027	\$369,721.52
2028	\$369,721.52
2029	\$369,721.52
2030	\$369,721.52
2031	\$369,721.52
2032	\$369,721.52
2033	\$1,500,874.34

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Issuer levied in said years are collected. So long as any part of the principal of or interest on the Note remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein. If at any time there shall be on hand insufficient funds

from the aforesaid tax levy to meet principal and/or interest payments on the Note when due, the requisite amount shall be paid from other funds of the Issuer then available, which sums shall be replaced upon the collection of the taxes herein levied. In the event the Issuer exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

Section 7. Debt Service Fund Account. There is hereby established in the Issuer's treasury a fund account separate and distinct from every other Issuer fund or account designated "Debt Service Fund Account for \$3,651,000.00 General Obligation Promissory Note." Such fund shall be maintained in accordance with generally accepted accounting practices. There shall be deposited in said fund account any premium plus accrued interest paid on the Note at the time of delivery to the Lender, all money or funds raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Note when the same shall become due and to retire the principal installments on the Note. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished. Sinking funds established for obligations previously issued by the Issuer may be considered as separate and distinct accounts within the Debt Service Fund Account.

Section 8. Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Note.

Section 9. Arbitrage Covenant. The Issuer shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Note (the "Closing"), would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed, provided however that the Issuer hereby covenants and agrees that so long as the Note remains outstanding, moneys on deposit in any fund or account created or maintained in connection with the Note, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Note to be an "arbitrage bond" within the meaning of the Code or Regulations.

The Clerk, or other officer of the Issuer charged with responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Issuer regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants: Exemption from Rebate: Qualified Tax-Exempt Obligation Status. The Issuer hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Note) to assure that the Note is an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout its term. The Clerk or other officer of the Issuer charged with the responsibility of issuing the Note, shall provide appropriate certifications of the Issuer as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Issuer to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Note will continue to be an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

For Note Proceeds allocable to a Borrowing Purpose for new projects or acquisitions, the Issuer reasonably expects to:

- qualify for the small issuer rebate exception because it (including any entities subordinate to the Issuer) will issue no more than \$5,000,000 of tax-exempt obligations (including the Note(s)) during the current calendar year.
- qualify for the eighteen month rebate exception under Section 1.148-7(d) of the Regulations.
- qualify for the two-year rebate exception under Section 148(f)(4) of the Code.
- not qualify for an exception to rebate.

The Issuer hereby designates the Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the Clerk or other officer of the Issuer charged with the responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, all as of the Closing.

Section 11. Execution of the Note. The Note shall be prepared in typewritten form, executed on behalf of the Issuer by the manual or facsimile signatures of the Mayor and Clerk, sealed with its official or corporate seal thereof, if any, and delivered to the Lender upon payment to the Issuer of the purchase price thereof, plus accrued interest to the date of delivery; provided that, if this is a refinancing, the refunding Note shall be immediately exchanged for the note being refinanced. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the delivery of the Note, such signatures shall nevertheless be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute all documents as may be necessary and convenient for effectuating the Closing.

Section 12. Payment of the Note. The principal of and interest on the Note shall be paid by the Clerk or Treasurer in lawful money of the United States.

Section 13. Registration and Transfer of Note. The Clerk shall keep records for the registration and for the transfer of the Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on the Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid. The Note may be transferred by the registered owner thereof by presentation of the Note at the office of the Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the Note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the Clerk, shall be made on such Note.

Section 14. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Issuer or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Section 15. Financial Reports. Officials of the Issuer are hereby authorized and directed, so long as the Note is outstanding, to deliver to Lender any audit statement or other financial information Lender may reasonably request and to discuss its affairs and finances with Lender.

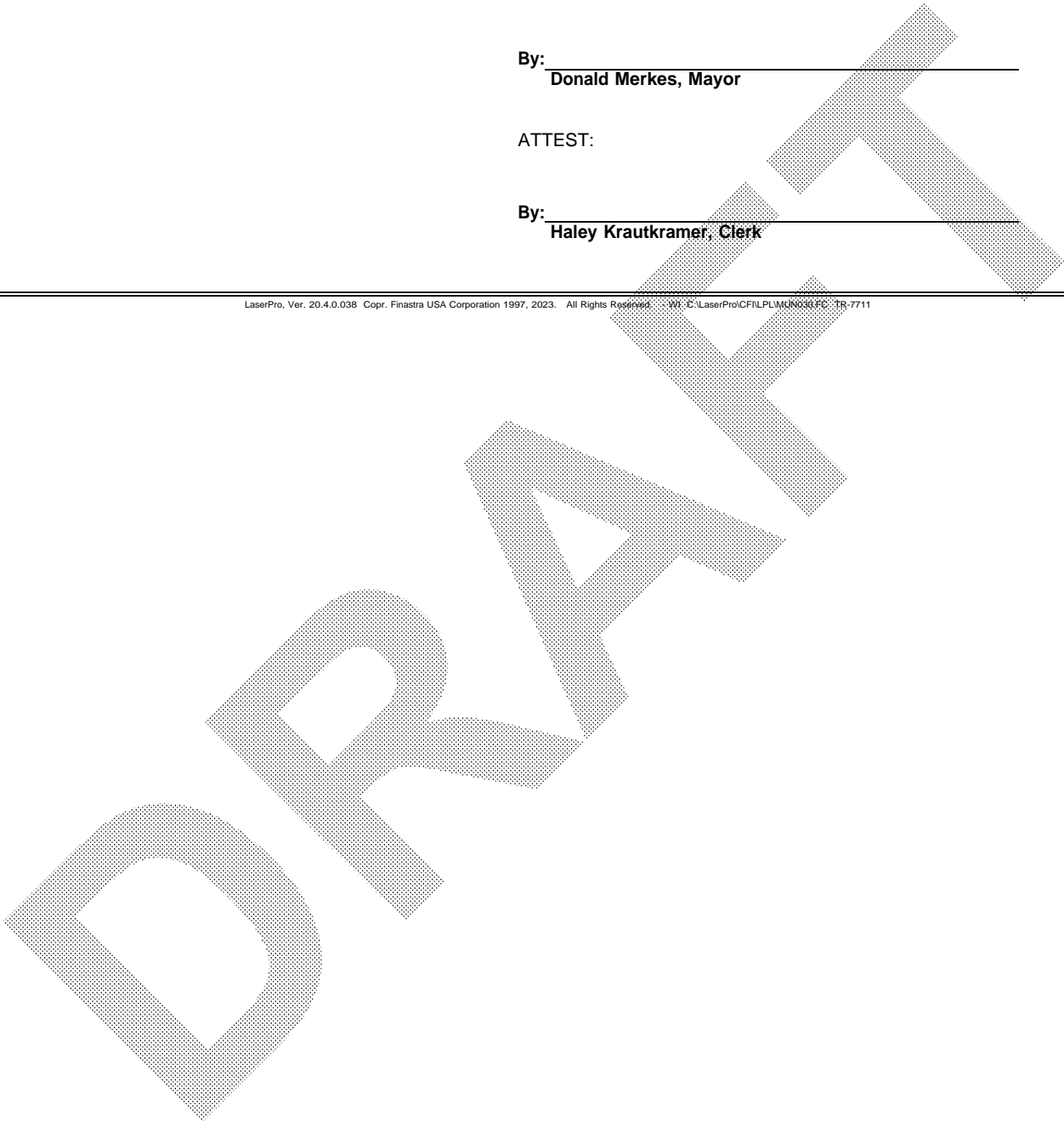
Adopted and recorded this 6th day of March, 2023.

(Seal)

By: _____
Donald Merkes, Mayor

ATTEST:

By: _____
Haley Krautkramer, Clerk



GENERAL OBLIGATION PROMISSORY NOTE

UNITED STATES OF AMERICA

STATE OF WISCONSIN

CITY OF MENASHA

original date of issue:

03-06-2023

REGISTERED OWNER: CoVantage Credit Union

PRINCIPAL AMOUNT: THREE MILLION SIX HUNDRED FIFTY-ONE THOUSAND & 00/100 DOLLARS
(\$3,651,000.00)

Section 1. Payment Schedule. KNOW ALL MEN BY THESE PRESENTS, that the City of Menasha, Calumet, Winnebago County(ies), Wisconsin (the "Issuer"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner identified above, or to registered assigns, (the "Lender") the principal amount identified above, payable with interest at the rate of 4.580% per annum as follows:

Borrower will pay this loan in 9 regular payments of \$369,721.52 each and one irregular last payment estimated at \$1,500,874.34. Borrower's first payment is due January 31, 2024, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on January 31, 2033, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

Both the principal of and interest on this Note are payable to the Lender in lawful money of the United States at the office of the Lender. Payment of the last installment of principal of this Note shall be made upon presentation and surrender hereof to the Issuer's Clerk or Treasurer.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Section 2. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a **delinquency charge of 5.000%** of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate of 12.000% per year, computed on the basis of a 365 day year. Issuer agrees to pay a charge of \$20.00 for each check presented for payment under this Note which is returned unsatisfied.

Section 3. Security. For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Issuer are hereby irrevocably pledged.

Section 4. Purpose and Authorization. This Note is issued pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of the "Borrowing Purpose" as defined and authorized by a resolution of the Issuer's Common Council (the "Governing Body") duly adopted at a meeting held on 03-06-2023. Said resolution is recorded in the official minutes of the Governing Body for said date.

Section 5. Prepayment. This Note is not subject prepayment penalty on or before 01-31-2033.

Section 6. Transferability. This Note is transferable by a written assignment, in a form satisfactory to the Issuer's Clerk, duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note may be issued to the transferee in exchange hereof if requested by said transferee. The Issuer may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, and interest due hereon and for all other purposes, and the Issuer shall not be affected by notice to the contrary.

Section 7. Certifications. It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Issuer, including this Note, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable. It is hereby further certified that the Issuer has designated this Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 8. Default. Upon the occurrence of any one or more of the following events of default, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable: (a) Issuer fails to pay any amount when due under this Note or under any other instrument evidencing any indebtedness of Issuer to Lender; (b) any representation or warranty made under this Note or information provided by Issuer to Lender in connection with this Note is or was false or fraudulent in any material respect; (c) a material adverse change occurs in Issuer's financial condition; (d) Issuer fails to timely observe or perform any of the covenants or duties in this Note; (e) an event of default occurs under any agreement securing this

Note; or (f) Lender deems itself insecure. The unpaid balance shall automatically mature and become immediately payable in the event Issuer becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default of the Lender's rights and remedies upon such default.

Section 9. Issuer Obligations. Issuer agrees to pay all costs of collection before and after judgment, including, without limitation, reasonable attorney's fees (including those incurred in successful defense or settlement of any counterclaim brought by Issuer or incident to any action or proceeding involving Issuer brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Subject to Wis. Stat. § 893.80, Issuer agrees to indemnify and hold harmless Lender, its directors, officers and agents, from and under this Note or the activities of Issuer. This indemnity shall survive payment of this Note. Issuer acknowledges that Lender has not made any representation or warranties with respect to, and the Lender does not assume any responsibility to Issuer for, the collectability or enforceability of this Note or the financial condition of Issuer. Issuer has independently determined the collectability and enforceability of this Note. Issuer authorizes Lender to disclose financial and other information about Issuer to others.

Section 10. Waiver. No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this Note shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Note preclude any other or further exercise of the right or the exercise of any other right.

Section 11. Rights of Lender. The remedies provided in this Note are cumulative and not exclusive of any remedies provided by law. Without affecting the liability of Issuer, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it. Without affecting the liability of Issuer, Lender may from time to time, without notice, renew or extend the time for repayment subject to the time limits prescribed in Wis. Stat. § 67.12(12).

Section 12. Venue; Interpretation. Unless otherwise prohibited by law, the venue for any legal proceeding relating to collection of this Note shall be, at Lender's option: (a) the county in which Lender has its principal office in this state; (b) the county in which Issuer is located; (c) or the county in which this Note was executed by Issuer. This Note is intended by Issuer and Purchase as the final expression of this Note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in writing. This Note benefits Lender, its successors and assigns and binds Issuer and its successors and assigns. The validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.

IN WITNESS WHEREOF, the Issuer, by its Governing Body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified Mayor and Clerk or persons authorized by law to sign on their behalf, and to be sealed with its official or corporate seal, if any, all as of the original date of issue identified above.

CITY OF MENASHA, WISCONSIN:

By: _____
Donald Merkes, Mayor

(Seal)

By: _____
Haley Krautkramer, Clerk

REGISTRATION

This Note shall be registered in registration records kept by the Clerk of the Issuer, such registration to be noted in the registration blank below and upon said registration records, and this Note may thereafter be transferred only in accordance with the terms of this Note, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Lender</u>	<u>Signature of Clerk</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____