

A Quorum of the Administration Committee, Board of Public Works, Personnel Committee, Plan Commission, Redevelopment Authority, and other City bodies may attend this meeting, though no official action of these bodies will be taken.



COMMON COUNCIL MEETING AGENDA

Monday, March 30, 2026 at 6:00 PM

**First Floor Conference Rooms
100 Main Street, Menasha, WI**

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Moment of Silence - Walt Ulbricht, Winnebago County Board Supervisor**
- D. Roll Call**
- E. Public Hearing**
 - 1. Special Use Permit - Multi-Family Housing - 1212 Province Terrace (Parcel No. 7-00001-17) and 1228 Province Terrace (Parcel No. 7-00001-18)
- F. Public Comments on Any Matter of Concern to the City**
(5 minute time limit for each person)
- G. Report of Department Officers/Department Heads/Staff/Consultants**
Clerk Snyder - the following minutes and communications have been received and placed on file:
 - 1. Presentations:
 - a. Menasha Aquatic Facility Concept Plan
 - 2. Minutes to Receive:
 - a. Administration Committee, 3/2/26
 - b. Board of Public Works, 3/2/26
 - c. Water and Light Commission, 2/25/26
 - d. Library Board of Trustees, 1/27/26
 - e. Plan Commission, 3/3/26
 - f. Parks & Recreation Board, 2/19/26 and 3/10/26
 - g. IT Steering Committee, 3/5/26
 - h. Special Water and Light Commission, 3/11/26
 - 3. Communications:
 - a. Menasha Health Department 2025 Annual Report
 - b. Spring Election Voting Methods
 - c. Girl Scout Week Proclamation

- d. Employee Recognition – Blizzard Elsa and Comp Time Update

H. 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.)

1. Common Council Minutes, 3/2/26
2. Administration Committee, 3/2/26, Recommends Approval of:
 - a. Cities and Villages Mutual Insurance Company's (CVMIC) Special Event Coverage for CommunityFest Event, 7/3/2026-7/4/2026, not to exceed \$1,682.00.
 - b. 2026 Subscription Services Agreement with Paylocity for Human Resources Information System (HRIS), not to exceed \$21,250, and execution of resultant Form A-222, IRS Form 8655, and Tax Service Waiver Form.
3. Board of Public Works, 3/2/26, Recommends Approval of:
 - a. Proposed Adjustments to Equipment Replacement Fund Purchases
4. Plan Commission, 3/3/26, Recommends Approval of:
 - a. Special Use Permit for Multi-Family Housing at 1212 Province Terrace (Parcel No. 7-00001-17) and 1228 Province Terrace (Parcel No. 7-00001-18) as presented with the following conditions:

A Certified Survey Map (CSM) shall be submitted and approved by the Common Council prior to the Revocation language outlined in Special Use Permit, Section 13-1-11(e) of the Menasha Code of Ordinances.

A Site Plan shall be submitted and approved by the Plan Commission within one year of the Common Council action approval of the Special Use Permit.
5. Parks & Recreation Board, 3/10/26, Recommends Approval of:
 - a. Menasha Aquatic Facility Final Draft Concept as presented with the addition of the "Adventure Bay" bump out included in the base cost estimate
 - b. Professional Services Agreement by and between the City of Menasha and Bob Carter Companies, LLC, dba Carter, for a Capital Planning Study for the Jefferson Park Aquatic Facility – not to exceed \$52,000
 - c. Agreement for Reciprocity Between the City of Menasha and the Village of Fox Crossing Park & Recreation Departments 2026-2030
6. Special Administration Committee, 3/30/26, Recommends Approval of:
 - a. Interpreting Services for Public Meetings: LanguageLine Solutions Statement of Work, OMNIA Partners Cooperative Contract

- b. Phone System Upgrade & Migration - Statement of Work & Indemnification/Hold Harmless Agreement with Petsche Consulting LLC

I. Items Removed from the Consent Agenda

J. Action Items

1. Accounts payable and payroll for the term of 02/27/26 - 03/12/26 in the amount of \$4,315,069.74
2. Menasha-Neenah Municipal Court Deficit Payment

K. Held Over Business

L. Ordinances and Resolutions

1. R-3-26-A Resolution Terminating City of Menasha Tax Increment District (TID) No. 8, Authorizing City Treasurer to Distribute Excess Increment to Overlying Taxing Districts (Introduced by Mayor Hammond)

M. Appointments

N. Claims Against the City

O. Public Comments on Any Matter Listed on the Agenda
(5 minute time limit for each person)

P. Adjournment

MEETING NOTICE
April 6, 2026
Common Council Meeting – 6:00 PM
Committee Meetings to Follow

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

CITY OF MENASHA

Public Hearing

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Menasha Common Council on an application for a Special Use Permit by MF Housing Partners LLC to construct multi-family housing dedicated to those aged 55 and older within the C-3 Business and Office District, as required by Sec. 13-1-36(c)(7) of the City of Menasha Municipal Code. The proposed use is to take place at 1212 Province Terrace (Parcel No. 7-00001-17) and 1228 Province Terrace (7-00001-18), City of Menasha, Calumet County, Wisconsin. The Common Council will be considering this special use permit at a formal public hearing on Monday, March 30, 2026 at 6:00 p.m., or shortly thereafter, in the first floor conference rooms of the Menasha City Center, 100 Main Street, Menasha, WI at a special meeting. Persons interested in this matter will be given an opportunity to comment about the proposed special use and are invited to attend.

Kaija Snyder
City Clerk

Publish: March 20 and March 23, 2026



ADMINISTRATION COMMITTEE MINUTES

Monday, March 2, 2026 at 6:30 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER

Meeting called to order by Chair Eisenach at 7:04pm.

B. ROLL CALL

Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: FD Sassman, DPW Merten, CDD Dane, HRM Cardoza, DDMO Brown, PHD Hutter, PRD Sackett, PRC Ross, PC Thorn, FC Teesch, DPC Hanchek, LD Kopetsky, CA Struve, Mayor Hammond, Clerk Snyder

C. MINUTES TO APPROVE

1. Administration Committee, 2/16/26

Motion by District 3 Alderperson Hale, seconded by District 7 Alderperson Grade to approve.

Motion carried 8-0 on roll call.

D. DISCUSSION / ACTION ITEMS

1. Cities and Villages Mutual Insurance Company's (CVMIC) Special Event Coverage for CommunityFest Event, 7/3/2026-7/4/2026, not to exceed \$1,628.00.

Motion by District 3 Alderperson Hale, seconded by District 5 Alderperson Lewis to approve Special Event Coverage for CommunityFest Event, not to exceed \$1,682.

Motion carried 8-0 on roll call.

Staff advised that the presented Special Event Coverage quote is designed to cover the annual CommunityFest Event held over Independence Day on July 3rd and 4th. Coverage cost amounts to \$1,682.00 and shifts liability from nonprofit event coordinators to the City.

2. 2026 Subscription Services Agreement with Paylocity for Human Resources Information System (HRIS), not to exceed \$21,250, and execution of resultant Form A-222, IRS Form 8655, and Tax Service Waiver Form.

Motion by District 3 Alderperson Hale, seconded by District 6 Alderperson Marshall to approve.

Motion carried 8-0 on roll call.

Discussion considered Paylocity's functions, and difficulties with the current payroll system.

Staff advised the Human Resources Information System project organized by the Human Resources and Finance Departments. After a detailed review of available vendors, staff selected Paylocity for payroll, timekeeping, benefits, onboarding, reporting, and performance tracking needs. The Paylocity software package comes in the allowed budget approved by Common Council last fall. Staff specifically discussed the reduced risk of human error, real-time recordkeeping and tracking, timekeeping and scheduling capabilities, recruitment, and onboarding features offered through Paylocity. Finally, staff shared that complete negotiations would be shared with the Common Council ahead of final approval.

3. R-3-26-A Resolution Terminating City of Menasha Tax Increment District (TID) No. 8, Authorizing City Treasurer to Distribute Excess Increment to Overlying Taxing Districts (Introduced by Mayor Hammond)
Motion by District 3 Alderperson Hale, seconded by District 7 Alderperson Grade to approve.

Motion carried 8-0 on roll call.

Staff advised that Tax Increment District No. 8 is statutorily required to close by April 15, 2026 because there are no outstanding projects within its boundaries. This District is closing with a positive increment and is scheduled to return to the tax roll next year.

E. ADJOURNMENT

Motion by District 3 Alderperson Hale seconded by District 5 Alderperson Lewis to adjourn the Administration Committee meeting at 7:21pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.



BOARD OF PUBLIC WORKS MINUTES

Monday, March 2, 2026 at 6:45 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

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- A. CALL TO ORDER
Meeting called to order by Chair Ropella at 7:25pm.
- B. ROLL CALL
Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: FD Sassman, DPW Merten, CDD Dane, DDMO Brown, PRD Sackett, DPC Hanchek, CA Struve, Mayor Hammond, Clerk Snyder
- C. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA
- D. MINUTES TO APPROVE
1. Board of Public Works, 1/5/26
Motion by District 6 Alderperson Marshall seconded by District 7 Alderperson Grade to approve. Motion carried on voice vote.
- E. DISCUSSION / ACTION ITEMS
1. Proposed Adjustments to Equipment Replacement Fund Purchases
Motion by District 6 Alderperson Marshall, seconded by District 5 Alderperson Lewis to approve.

Motion carried 8-0 on roll call.

Staff advised that the equipment replacement fund is calculated by the miles put on a vehicle.
- F. ADJOURNMENT
Motion by District 6 Alderperson Marshall seconded by District 7 Alderperson Grade to adjourn the Board of Public Works meeting at 7:31pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

February 25, 2026

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:00 a.m., with Commissioners Roy Kordus, Gary Turchan (telephonically), Antoine Tines, and Austin Hammond, present on roll call. Also present were Melanie Krause, General Manager; Kristin Hubertus, Finance Manager; Kurt Melchert, Electric Manager; Steve Grenell, Engineering Manager, Adam Smith, Water Plant Manager; Justin Hoffmann, Project Engineer; and Tammy Phillips, Accounting and Administrative Assistant. Also present was Colten Sprenger, WPPI Energy Services Manager.

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

Item III. Motion made by Comm. Allwardt, seconded by Comm. Kordus, with a minor modification to the regular meeting minutes, the motion passed on roll call to approve the following:

- A. Minutes of the Regular Meeting of January 28, 2026.
- B. Minutes of the Closed Meeting of January 28, 2026
- C. Approve and warrant the following payments dated January 29 – February 25, 2026 in the amount of \$1,814,656.54.
- D. Correspondence as listed:
 - Copy of Thank-You from Leaven RE: January Donation
 - Copy of Thank-You from St. Joe's Food Pantry RE: Wellness Kit Donation
 - Copy of MU February Newsletter

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

Item V. Purchase Orders over \$25,000.00 issued since the last Commission meeting were presented for informational purposes.

Item VI. Unfinished Business, There was no unfinished business discussed at this meeting.

Item VII. New Business, 2026 Watermains. Adam Smith provided the Commission with a timeline for the bid process and proposed approval schedule. A special meeting will be scheduled for March 11th at 9:00 a.m. at the MU Office Complex.

Paula Maurer, Customer Service Manager joined the meeting at 8:15 a.m.

Adam Smith presented the Commission with a breakdown of budgeted costs associated with the GAC Media Replacement.

Melissa Substation Update, Steve Grenell and Justin Hoffmann provided the Commission with information regarding repair or the replacement of the transformer at the Melissa substation. The proposals will be brought back to the Commission for a decision.

Item VIII. Strategic Reports, Monthly Strategic Initiative Update – The December and January reports were discussed.

December (unaudited) Financial and Project Status Reports - The December unaudited financials do not include the adjustments for the lease accounting standard, the standard for subscription-based IT agreements (SBITA), and the WRS and Life Insurance post-employment accrual entries in Administrative and General expense. Electric consumption was lower than budget by 7.8% Year to Date, and purchase power expense was 10.1% lower. Net operating income was higher by \$386,278 Year to Date.

Water usage was 2.9% higher than budget Year to Date. Net operating income was higher than budget by \$461,775.

Energy Services and Telecommunications – Koslo Park relamp was completed in 2025 and turned over to the City. For Telecommunications, Net Operating Income was higher for 2025 due to higher revenues for fiber connections from the new middle school to our fiber recloser and to Northside substation.

January 2026 Financial and Project Status Reports – Electric consumption was lower than budget by 0.8%, cost of power was 0.3% higher, and Net Operating Income was lower due to slightly lower consumption and a lower pass-through DCA rate for our large industrial customers.

Water usage was higher than budget by 1.5% for January, chemicals were lower by \$12,699, treatment expenses were higher due to purchasing UV system parts and more lab supplies, and Net Operating Income was slightly lower compared to budget.

After discussion, the Commission accepted the December (unaudited) & January Financial and Project Status Reports as presented.

Project Reports, Electric Projects – Work continues on the Melissa substation, ATC testing, the Water Plant network segregation, and meter testing.

Water Projects – Crews are working on water meter exchanges, cross-connections, the solid scraper gearbox replacement, and GAC media exchange.

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

Item X. The motion by Comm. Allwardt, seconded by Comm. Kordus, was unanimously approved on roll call to adjourn at 9:26 a.m.

By: MARK L. ALLWARDT
President

GARY TURCHAN
Secretary

NOTE: THESE MINUTES ARE NOT TO BE CONSIDERED OFFICIAL UNTIL ACTED UPON AT THE NEXT REGULAR MEETING, THEREFORE, ARE SUBJECT TO REVISION.

ELISHA D. SMITH PUBLIC LIBRARY BOARD OF TRUSTEES
MEETING MINUTES
Elisha D. Smith Public Library
Company E Room
January 27, 2026

Called to order at 5:30pm by Chair Witt

Present: Chair Witt, Vice Chair Halverson, Secretary Stojanovic, Trustee Lane, Trustee Turner, Trustee Englebert, Trustee Wickman, Superintendent of Schools Zimmerman, Teen Representative Lance

Absent: Trustee Franzoi

Also Present: Director Kopetsky, Business Manager Kozerski, Programming Services Manager Moore-Nokes and Public Services Manager Raschke, Bob Mittelstaedt

Public Comment/Communication

Bob Mittelstaedt introduced himself to the board and spoke about his connections to the Menasha community.

Consent Business

A motion was made by Wickman, seconded by Zimmerman to approve the Library Board of Trustees meeting minutes from December 16, 2025. Motion carried unanimously.

Authorization of Bills

A motion was made by Lane, seconded by Halverson to authorize payment of the December 2025 and January 2026 bills from the 2025 and 2026 budget and endowment accounts. Discussion ensued. Motion carried unanimously.

Updates

Staff Reports

- Raschke shared that weeding is being done for collection management and space. The Hoopla daily budget cap started January 1st. Patrons are notified when the daily limit has been reached. Discussion ensued. Raschke is also working on meeting with vendors for materials purchasing.
- Moore-Nokes reported that programming is starting strong for 2026. He also shared that the library is running a winter reading program for adults that started on January 12th. Programming staff is also doing collection management and weeding in their respective sections.

Teen Representative Report

- Teen Representative Lance shared that the Teen Volunteer Council helped with the teen art wall and making doorstoppers this month. The Teen Taste & Test was soup-themed and there was an art reception for the soup can prints that were created in November.

Friends Update

- Trustee Lane reported that Hawkins & Ash has finalized the 2024 audit. Planning has begun for the 2026 Courtyard Market. The board and Director Kopetsky are working on recruiting for two open board positions, President and Vice-President.

New Business

2025 Library Strategic Plan Process

- The community survey was launched on December 1 and closed on January 7th. Over 300 people responded.
- Director Kopetsky shared that the responses were positive overall.
- WiLs staff recorded a webinar exploring the resulting datasets and members of the strategic planning team created corresponding theming worksheets.

- There will be a meeting with WiLS staff and the members of the strategic planning team on Monday, February 16th to work together on the strategic planning framework.

Director's Report

- Kopetsky reported to the board the death of librarian Ana Acosta, who passed away on December 26, 2025 and what steps are being taken for coverage. It was decided that her job posting would be delayed until the end of this month. He thanked everyone for their kind words and thoughts about Ana. Discussion ensued.
- Kopetsky shared a draft of a redesigned monthly statistics document with the board. These would replace the current document starting next month for January 2026. Discussion ensued.
- SMITHworks will be closed for seasonal maintenance February 16-18th.

December Statistics

- Discussion ensued on end of year totals, programming categories and public library benchmarks.

2025/2026 Budget Status

- Kopetsky shared that the library ended 2025 in good shape, the 2024 approved carryover will likely all or mostly be expended.
- The library will be dropping a day of cleaning services to help lower costs.
- Kopetsky spoke to the value of library services provided calculator and its purpose. Discussion ensued.

2026 Community Foundation Endowment Pool Disbursement

- Director Kopetsky proposed a funding breakdown for a disbursement total of \$7,224.32.
- A motion was made by Lane, seconded by Zimmerman to allocate \$4,400 to literacy initiatives and \$2824.32 towards SMITHworks operations. Discussion ensued. Motion carried unanimously.

Library Memorial to Ana Acosta

- Kopetsky proposed dedicating the library's art wall to Ana Acosta, with an August date that would be open to the public. Discussion ensued.
- Kopetsky will look into pricing for signage/plaque and also library policy and precedent impacts.

The next regular meeting will be Tuesday, February 24, 2026 at 5:30pm.

Adjournment

Meeting adjourned at 6:35pm.

Respectfully submitted,
Eva Kozerski

**CITY OF MENASHA
Plan Commission
Menasha City Center
100 Main Street, Menasha
First Floor Conference Rooms
March 3, 2026
DRAFT MINUTES**

A. CALL TO ORDER

The meeting was called to order at 3:32 PM by Mayor Hammond.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Austin Hammond, Public Works Director James Merten, Alderman Rosita Eisenach, Commissioners Elke Werner, Kevin Benner, and Rachel Roth.

PLAN COMMISSION MEMBERS EXCUSED: Commissioner Dick Sturm

OTHERS PRESENT: CDD Dane, PP Larsen, AP Heim, Mike Huelsbeck (2227 W Hiawatha Dr, Appleton), Todd Hietpas (718 Keyes St, Menasha), Ryan Roth (3776 E Zion Ln, Appleton), Alicia Buechler (1531 Rue Reynard St, Menasha), Tom Marshall (1166 Fieldview Dr, Menasha), Tom Klister (229 E Washington St, Appleton), Scott Gierczak (1182 Fieldview Dr)

C. PUBLIC HEARING

1. Rezoning Ordinance – 1173 Province Terrace (Parcel No. 7-00001-10) C-3 Business and Office District to R-2A Multi-Family, Zero Lot Line Residence District

PP Larsen described the proposed rezoning and provided a high-level description of the proposed development.

Ryan Roth introduced himself as the proposed developer of the land and briefly explained the proposed development and the work he and his family have done throughout the city over the years.

Alderman Tom Marshall noted that this parcel is in his and Commissioner Benners backyard and expressed his opposition to this development and his desire to maintain the woods located on this parcel.

Alderman Chris Rand spoke about the boundary restricted nature of the City of Menasha and how smaller municipalities are strained due to state imposed levy limits. Mentioning tax revenue cannot grow unless development happens within the city.

2. Special Use Permit – Multi-Family Housing – 1212 Province Terrace (Parcel No. 7-00001-17) and 1228 Province Terrace (Parcel No. 7-00001-18)

AP Heim described the proposed development that would happen at 1212 and 1228 Province Terrace if the Special Use Permit was approved.

Mike Huelsbeck explained that his family is the owner of these lots and the lots directly adjacent across Province Terrace that was approved for the proposed apartment complex and asked for Plan Commissions recommendation for approval to Common Council.

3. Ordinance – Text Amendment to Title 13 – Zoning Code, Chapter 1, Sections 13-1-25(f)(7), 13-1-25(f)(12), and 13-1-25(f)(13), AND 13-1-26(f)(7), 13-1-26(f)(12) and 13-1-26(f)(13), AND 13-1-35(a), 13-1-35(g)(4), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), 13-1-35(i)(1), AND 13-1-39(f)(11), and 13-1-39(f)(12) (Minimum Lot Size, Required Garage Size, and Minimum Roof Pitch)

AP Heim explained the reasoning for the proposed amendments to R-1, R-1A, R-2, and R-2A residence districts.

No comment from the public.

D. MINUTES TO APPROVE

1. Minutes of the February 3, 2026 Plan Commission Meeting

Motion by Comm. Werner, seconded by Comm. Roth, to approve the February 3, 2026 Plan Commission meeting minutes. The motion carried.

Mayor Hammond noted to include "The motion carried." under item 3 of the February 3rd, 2026 meeting minutes

Commissioner Benner mentioned the minutes are being presented as more of a report than a dialogue of the discussion.

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

No comment from the public.

F. DISCUSSION / ACTION ITEMS

1. Rezoning Ordinance – 1173 Province Terrace (Parcel No. 7-00001-10) C-3 Business and Office District to R-2A Multi-Family, Zero Lot Line Residence District

CDD Dane provided background of the Province Terrace corridor. Key points that were mentioned were the 2008 future land use map envisioning the area of being commercial, the 2021 future land use chapter and future land use map amendment designated the southeastern portion of this corridor as Neighborhood Mixed Use rather than commercial, the current zoning within and surrounding the corridor, TID 9 overview; noting large investment into infrastructure improvements, and various developments that have occurred throughout the years

PP Larsen described the rezoning application and the staff review process of this application.

CDD Dane also provided comments from a business owner that is located in the Province Terrace corridor that was not provided to Plan Commission members prior to the meeting.

Alderman Eisenach requested clarification on the type of housing units the developer is proposing to build on the site. CDD Dane mentioned that per the R-2A code that either single family attached or zero lot line attached dwellings are allowed but the developer is still in the design phase of this development.

Commissioner Benner thanked CDD Dane for reading the comment the adjacent business owner made and mentioned he was curious how business owners felt about residential developments happening near their place of business and also mentioned the unique nature of the wooden lot in this corridor. Commissioner Benner expressed his interest in holding a workshop to ensure changes to this corridor are agreed upon with the public, Common Council, and the Plan Commission

Commissioner Benner presented a motion to table all three action items until more public input was received for the future of this corridor. No second to the motion. The motion failed.

PP Larsen informed members of the Plan Commission the rezoning process detailing the public hearing notices, who in the public would be contacted, and when these would notices and neighbor letter would be sent.

Alderman Eisenach mentioned she understood the opposition to rezoning this parcel but ultimately agrees that the City of Menasha has a need for increased tax revenue and housing options and is in favor of the development.

Director Merten believes it would be beneficial for the City of Menasha Common Council to have the opportunity to review this rezoning application and provide their comments and mentioned the option of converting this land to a public park at this time would put a great strain on current Public Works staff.

Mayor Hammond stated that the discussion pertaining to the rezoning of this property fits with the previously updated future land use map and believes it would work towards alleviating issues presented in the 2024 City of Menasha Housing Needs Assessment.

Commissioner Benner mentioned the hope of attracting professional businesses to this TID district in the hopes that they will move to the city of Menasha and cautioned the risk of spot zoning.

A motion was made by Alderman Eisenach, seconded by Comm. Werner to recommend approval the City of Menasha Common Council of Ordinance O-1-26, amending Title 13 to rezone the property located at 1173 Province Terrace (Parcel No. 7-00001-10) from C-3 Business and Office District to R-2A Multi-Family, Zero Lot Line Residence District. The motion carried on roll call 5-1, Commissioner Benner nay.

2. Special Use Permit – Multi-Family Housing – 1212 Province Terrace (Parcel No. 7-00001-17) and 1228 Province Terrace (Parcel No. 7-00001-18)

AP Heim described the proposed development for 1212 and 1228 Province Terrace. Highlighting the amount of units, the age requirement to apply for residency, unit types, various amenities, reasoning for the need to apply for a special use permit, and the criteria staff uses when reviewing special use permits.

Commissioner Benner commented that although he approves of the proposed use, he will vote against the request due to the property's location and the potential loss of an opportunity for commercial development along a high-visibility roadway.

Alderman Eisenach wanted to echo Commissioner Benner's comment about the location of the proposed development but ultimately would vote to approve due to the need for senior housing in the City of Menasha.

Mayor Hammond also echoed the comment Commissioner Benner made but due to the lack of senior housing in the City of Menasha in past years he is in favor of the proposed development.

A motion was made by Alderman Eisenach, seconded by Comm. Roth to recommend approval of the special use permit for the multi-family housing at 1212 Province Terrace (Parcel No. 7-00001-17) and 1228 Province Terrace (Parcel No. 7-00001-18) as presented with the following conditions:

1. A Certified Survey Map (CSM) shall be submitted and approved by the Common Council prior to the Revocation language outlined in Special Use Permit, Section 13-1-11(e) of the City of Menasha Code of Ordinances.
2. A site plan shall be submitted and approved by the City of Menasha Plan Commission within one year of the City of Menasha Common Council approval of the Special Use Permit.

The motion carried on roll call 5-1, Commissioner Benner nay.

3. Ordinance – Text Amendment to Title 13 – Zoning Code, Chapter 1, Sections 13-1-25(f)(7), 13-1-25(f)(12), and 13-1-25(f)(13), AND 13-1-26(f)(7), 13-1-26(f)(12) and 13-1-26(f)(13), AND 13-1-35(a), 13-1-35(g)(4), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), 13-1-35(i)(1), AND 13-1-39(f)(11), and 13-1-39(f)(12) (Minimum Lot Size, Required Garage Size, and Minimum Roof Pitch)

AP Heim provided background information and the purpose for bringing the ordinance amendments forward noting the 2024 Housing Needs Assessment identifying underlying factors affecting housing affordability. Noted among them were zoning and land use regulations.

AP Heim also indicated that the ordinance in front of the commission should have been separated into three ordinances by topic. If the commission were to recommend the ordinances for Common Council approval, the ordinance will be split into three which would be lot size and standards, roof pitch, and garage requirements.

Comm. Benner asked if there was a sense of urgency in these changes. CDD Dane indicated he feels the changes proposed are minimal and stated neighboring communities do not have mandatory garage requirements, the change to lot sizes will help reduce the limited land the city has to develop, and the roof pitch reduces regulatory hurdles for builders.

Comm. Benner stated it is undesirable to see items outside and the increase of items that will be stored outside with smaller garage sizes. He also questioned the setback requirements if the lot sizes are changing. Staff noted that setbacks would not be changing, just minimum lot size. Comm. Benner stated he would like more time to digest the information and have staff bring back comparables to the cities of Appleton and Neenah.

Comm. Elke noted that others should not feel they have a say where people store items on their lots.

Ald. Eisenach indicated she has received a lot of complaints from constituents regarding cars, junk, and trash outside residences. She agrees with Comm. Benner with the concern to lower the minimum garage size as people will run out of storage space. Also noted was that storage units in Menasha are at capacity and would not like to see storage space taken away. Ald. Eisenach stated that a constituent reached out to her with concerns that the proposed changes would allow certain builder to construct cheaper homes and the quality of home won't be the same quality as the neighborhood.

Comm. Benner stated these changes should be brought back as separate ordinances to vote on individually.

Attorney Struve indicated that the commission could motion to approve the ordinances and then amend the motion to separate the three topics.

Comm. Roth indicated that she supports the amendments as household sizes are changing.

Motion by Ald. Eisenach, seconded by Comm. Werner to recommend approval of the draft ordinance to the Common Council regarding the zoning text amendments to the R-1, R-1A, R-2, and R-2A zoning districts.

Amended motion by Ald. Eisenach, seconded by DPW Merten to separate out topics into separate ordinances to send to Common Council. Discussion by Commissioners regarding how to vote on all three topics and if it would be better to vote on each topic individually.

Amended motion by DPW Merten, seconded by Comm. Roth to separate the ordinance by topic and vote on each topic individually. The motion carried.

Approve text amendment ordinance relating to minimum lot size. The motion carried on roll call 5-1, Commissioner Benner nay.

Approve text amendment ordinance relating to minimum roof pitch. The motion carried on roll call 5-1, Commission Benner nay.

Approve text amendment ordinance relating to required garage size. The motion carried on roll call 5-1, Commission Benner nay.

G. COMMUNICATION

1. Set Next Meeting Date

The next Plan Commission meeting was set for April 14, 2026.

H. ADJOURNMENT

Motion by Ald. Eisenach, seconded by Comm. Werner to adjourn at 5:16 PM. The motion carried.

Minutes submitted by PP Larsen.

CITY OF MENASHA
Parks and Recreation Board
City Center (100 Main St., Menasha)
February 19, 2026
SPECIAL MEETING MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. Dick Sturm at 5:01pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Vice Chr. Brian Adesso, Ald. Ted Grade, Melissa Grade, Tommy Webster, and Danielle Rand (ar. 5:05pm)

OTHERS PRESENT: Parks & Recreation Director (PRD) Megan Sackett, Mayor Austin Hammond, Carter Arndt, MSA; Brad Mallon and Jim Breternitz, WTI; Deputy Director of Engineering Corey Gordon, Ald. Chris Rand, Administrative Assistant Lori Walbrun

EXCUSED ABSENCE: Eli Wickman

C. DISCUSSION / ACTION ITEMS

Ald. C. Rand voiced support to extend the Aquatic Facility Schedule into 2028, noting it is the fiscally responsible thing to do.

D. MINUTES TO APPROVE

1. **Minutes of the January 27, 2026 Special Park Board Meeting:** Motion by T. Grade, seconded by M. Grade to approve the minutes of the January 27, 2026 Special Park Board meeting. Motion carried.

1. **Menasha Aquatic Facility Concept Plan Presentation:** C. Arndt gave an overview of the updated proposed site and aquatic concepts.

Park Board inquired about the breakdown of associated costs within the facility.

Modifications to the Site Concept:

- Parking lot includes a drop-off lane that can exit on Third Street. Parking lot nets 37 additional parking spaces.
- Main entrance is more of a courtyard with admissions to one side and concessions to the other.
- Improvements/enhancement to food truck alley with addition of sidewalk to improve accessibility

Modifications to Aquatic Facility Concept:

- Removed the play structure, allow for a kiddie slide and other small water features.
- If budget allows, include a mini ninja course above the lap pool (full size could be future). Alternate location would be in the activity pool but would limit other activities like volleyball and basketball to take place.
- Rotate the pool so it faces the lake.
- Pool shape will be configured to accommodate comments and possibility of splitting the pool basins. It was noted that the same filtering system would be needed for this size pool if it was one basin (2 pumps, 2 filters, but the same amount of chemicals)
- Slide Complex with 2 slides
- Come out of the bathhouse to zero depth, deeper area with shade structure in center – where swim lessons would occur.

General discussion from Park Board was that they feel the new design brings us into this century and is a good mix of everything that had been discussed.

Park Board scheduled to act on the proposed concept at its next regular meeting on March 10, 2026.

2. **Menasha Aquatic Facility Schedule:** Sackett noted the City began the conceptual design process in late 2025 for the new Aquatic Facility with the original goal to open the facility in Summer 2027, but indicated to properly execute a capital campaign and give adequate time for construction to avoid increased costs, staff is recommended extending the opening date to Summer 2028. Park Board expressed some concern that pushing out the schedule might mean a loss of momentum and result in the pool replacement not happening at all, while others felt the extension has merit and is the right thing to do.

Motion by T. Grade, seconded by D. Rand to approve the adjusted project schedule to extend the opening date to Summer 2028. Motion carried.

3. **Menasha Aquatic Facility Planning Study Scope of Work:** Sackett indicated the current preliminary estimate for the new Aquatic Center is approximately \$15 million. The City has already committed \$8 million toward the project between the 2026 and 2027 budgets, leaving approximately \$7+ million to fully realize the vision for the facility.

Sackett noted, to effectively position the Aquatic Facility for similar success, staff recommends engaging a consultant to conduct a comprehensive capital campaign planning (feasibility) study. Board members were largely in support of doing a study, saying that it is a necessity.

H. ADJOURNMENT

Motion by B. Adesso, seconded by D. Rand to adjourn at 7:28 pm. Motion carried.

PARK BOARD REGULAR MEETING NOTICE
Tuesday, March 10, 2026
City Hall (100 Main St., Rm 133) – 5:30 pm

CITY OF MENASHA
Parks and Recreation Board
City Center (100 Main St., Menasha)
March 10, 2026
MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. Dick Sturm at 5:30pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Vice Chr. Brian Adesso, Ald. Ted Grade, Danielle Rand, Tommy Webster, Eli Wickman

MEMBERS ABSENT: Melissa Grade

OTHERS PRESENT: PRD Megan Sackett, Mayor Austin Hammond, Dep Dir Engineering Corey Gordon, Carter Arndt from MSA, Matt Freeby from WTI, AA Lori Walbrun

C. PUBLIC COMMENT/CORRESPONDENCE

None

D. MINUTES TO APPROVE

1. **Minutes of the February 10, 2026 Regular Park Board Meeting:** Motion by T. Grade, seconded by B. Adesso to approve the minutes of the February 10, 2026 Regular Park Board meeting. Motion carried.
2. **Minutes of the February 19, 2026 Special Park Board Meeting:** Motion by T. Grade, seconded by B. Adesso to approve the minutes of the February 19, 2026 Special Park Board meeting. Motion carried.

E. DISCUSSION / ACTION ITEMS

1. **Menasha Aquatic Facility Final Draft Concept:** Mayor emphasized that the intent has been to keep the aquatic facility budget at \$12-15M and would like to honor good stewardship of those dollars. C. Arndt presented the concept depicting the changes requested at the 2.19.2026 Special Park Board Meeting. C. Arndt indicated it is the goal to get the project out to bid this year to begin construction in early 2027 with the intent to open for Summer 2028.

Park Board indicated the design showcases activities for a variety of age groups and that it is a well thought out plan. There was discussion about the optional "bump out" that may house the future ninja/mini ninja course and wishing to have it included in the original concept vs. adding "water space" later. All agreed that this would be wise to do, in anticipation of being able to utilize the space for programming even if the ninja/mini ninja does not come to fruition until later.

Motion by D. Rand, seconded by E. Wickman to recommend to Common Council the Menasha Aquatic Facility Final Draft Concept as presented with the addition of the "Adventure Bay" bump out included in the base cost estimate. Motion carried.

2. **Professional Services Agreement by and between the City of Menasha and Bob Carter Companies, LLC, dba Carter, for a Capital Planning Study for the Jefferson Park Aquatic Facility – not to exceed \$52,000:** Staff recommends engaging a consultant to conduct a comprehensive capital campaign planning (feasibility) study. This will provide the City and Park

Board with objective data, strategic direction, and a clear understanding of fundraising feasibility before launching a full capital campaign.

Motion by T. Grade, seconded by T. Webster to recommend approval to the Common Council approval of a Professional Services Agreement by and between the City of Menasha and Bob Carter Companies, LLC, dba Carter, for a Capital Planning Study for the Jefferson Park Aquatic Facility – not to exceed \$52,000. Motion carried.

3. **Clovis Grove Tennis Court Reconstruction Plan:** Dir. Sackett spoke about the Clovis Grove tennis courts reconstruction being identified in the CIP as a priority project. Evaluation of the facility has shown several significant issues with the facility. Dep. Dir C. Gordon shared the plans and materials that will be used, along with revisions to the layout (going from 7 courts to 8 courts, lighting only the 4 westernmost courts, access points).

Motion by T. Grade, seconded by E. Wickman to approve the Clovis Grove Tennis Court Reconstruction Plans. Motion carried.

4. **Agreement for Reciprocity Between the City of Menasha and the Village of Fox Crossing Parks & Recreation Departments 2026-2030:**

Dir. Sackett gave an overview of the history of the reciprocity agreements with Neenah, Menasha, Fox Crossing and Appleton and shared details about the proposed agreement with Fox Crossing; as well as data regarding usage in each community.

Motion by B. Adesso, seconded by D. Rand to recommend to the Common Council the Agreement for Reciprocity Between the City of Menasha and the Village of Fox Crossing Parks and Recreation Departments 2026-2030. Motion carried.

5. **Comprehensive Outdoor Recreation Plan Draft Survey:** Dir. Sackett mentioned the draft of survey questions included in the packet. Staff is looking for review and feedback. Park Board was interested in including a question about skatepark interest, supporting trails expansion, bike accommodations, pet exercise, and demographics asking which district the survey-taker lives in.

F. REPORT OF DEPARTMENT HEAD / STAFF

1. **Department Report:** See attached written report.
2. **WPRA Legislative Update:** Dir. Sackett summarized the status of the Knowles-Nelson Stewardship Program

G. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

None

H. ADJOURNMENT

Motion by B. Adesso, seconded by T. Webster to adjourn at 7:58pm. Motion carried.

PARK BOARD REGULAR MEETING NOTICE
Tuesday, April 14, 2026
City Hall (100 Main St., Rm 133) – 5:30 pm

Staff Reports

from the

Parks, Recreation, Forestry & Cemeteries Department

March 2026

PARKS

- Staff completed the north side replacement of posts on the Trestle Trail and are working on prepping the posts for the south side.
- Prep work is also underway on the replacement fence for Center St, Main St and Mill St by the Terminus.
- The Water St dock is in the final stages of completion. Remaining items left to complete include: adding a walkway to get onto the dock; installing rip rap along the shore; and putting in padding and cleats along the dock.
- Restrooms at Hart Park received a fresh coat of paint.
- Next up will be prepping baseball fields and opening of restrooms.



RECREATION

Summer Prep

- The Activity Guide went online February 8th. Look for new programs like Music & Me, Adult Recess, Flag Football and the return of Youth Field Trips.
- Resident registration started on March 3rd with over 458 registrations on that day alone! Non-Residents will begin to register on March 10th.
- Data reference: Opening registration day in 2024, we saw \$10,409 in registrations. Opening registration day for 2025, there was \$12,671 in registrations. Opening registration day for 2026, we topped the previous two years with \$13,836 in registrations. NOTE: these previous year dollars included swimming lesson fees.
- We are conducting interviews for a Summer Assistant in March and will be finalizing staffing. Much of last year's summer staff is returning this year.
- Chloe attended the Aquatic Professional and Drowning Prevention (AOAP) annual conference. This conference was very well organized and packed full of fantastic educational sessions including swimming lessons, lifeguard training, leadership, risk and liability, daily operations, and drowning prevention.
- The training calendar for seasonal staff is a work in progress. A group will likely be going to the WPRA Seasonal Staff Training on May 31.

Ice Rink

- The Ice Rink has seen its last day of the Winter Season. We had a pretty good season with being open for 11 days.

Programs

- &Me had fun celebrating Valentine's Day with a Special Tea Party.
- STEM for Tots had a blast with Bridges - they explored the 7 different types of bridges and were able to take the instructions home to build their own.

FORESTRY

- Forestry has been making the news with the coverage of the Oak Throne at Smith Park! We are grateful for everyone who allowed us to work on it and create another piece of history for folks to enjoy!
- Two staff attended the annual Wisconsin Arborist Association Conference in Green Bay. They came back with new urban forestry ideas and rigging techniques (and kept up on continuing education credits, too).
- Just a couple more tree removals for the winter and then on to district pruning before spring planting begins.

EVENTS

Winter Gala took place on February 7 at Smith Park. We saw approximately 500+ people throughout the 3-hour event. We had amazing sculptures created this year by 4 community teams and 3 professional carvers. Other activities included snowshoeing thanks to ECWRPC, horse drawn wagon rides around Smith Park, frozen golf, soap carving, snow art, and complimentary treats from our sponsors - Doty Island Community Partners and Parker John's.

The Leprechaun search is underway with clues located in our parks. This year, searchers are to help the leprechaun find his belongings that he's lost within Menasha!

Arbor Day celebration is set for Friday, April 24, 9:00am at Jefferson Park. Ceremony will be followed by our annual tree planting. Join us as we enhance Jefferson Park!



**CITY OF MENASHA
IT STEERING COMMITTEE
Menasha City Center
March 5, 2026
MINUTES**

A. CALL TO ORDER

Alderman Eisenach called the meeting to order at 9:02 AM.

B. ROLL CALL/EXCUSED ABSENCES

Committee members Alderman Eisenach, Director Sassman, Director Struve, Director Kopetsky, Lieutenant Albrecht, and Network/Systems Administrator Oskey were present. Director Merten was absent.

Mayor Hammond, Clerk Snyder and Alderman Rand were also in attendance.

C. MINUTES TO APPROVE

Motion to approve September 30, 2024, minutes was made and seconded by Kopetsky and Albrecht, respectively. Motion carried on voice vote.

D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THIS AGENDA

No public comment. Chair Eisenach asked for the committee to allow Alderman Rand to defer his remarks to the relevant agenda items.

E. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

No reports were presented.

F. ACTION/DISCUSSION ITEMS

1. Wisconsin Department of Justice's (DOJ) New Rule on the Accessibility of Web Content Provided by State and Local Governments -Title II of the Americans with Disabilities Act (ADA) – Compliance date April 26, 2027

Director Sassman introduced this item, noting it was brought forward in part due to Alderman Rand's prior observations about inaccessible PDF's (lacking OCR – Optical Character Recognition) on the City's website. The Department of Justice's new rule requires state and local governments to ensure web content is accessible to people with disabilities, including those who use screen readers. The rule applies to websites and mobile apps. The rule sets a specific standard that state and local governments must follow to meet their existing obligations under Title II of the ADA for web and mobile app accessibility.

Network/Systems Administrator Oskey reported that Revise (City website) has indicated the current website structure should meet the April 2027 requirements, however PDF's added over time may present compliance issues. Revise presented two options that can assist with remediation of the HTML portion of the website. The first is an ongoing

service in which Revise developers scan and fix the outstanding issues, and the second is an assist tool that not only enables citizens to control their web experience but has built in features that enable clients to monitor content on the website and fix as needed. The scan and fix option is offered in a 3 Tier pricing structure ranging from \$2,400-\$4,950/year. The RZ assist tool option is also a 3 Tier pricing structure ranging from no cost to \$3,900/year. The City's current annual subscription cost with Revise is \$3,300/year. Revise is in the process of developing an AI-based solution that would enable web visitors to transform a PDF into a readable HTML on the website. This product is currently in development and pricing is expected to be available in March 2026. Staff will follow up with Revise.

Alderman Rand outlined a suggested compliance pathway. Free scanning tools exist to audit web pages for accessibility metadata gaps. Existing Revise pages already have the necessary fields in which staff can populate going forward. Older documents beyond the legally required retention could be removed. The remaining PDF's could be processed through free OCR tools, achieving a high level of compliance with fairly minimal effort. Ensuring OCR compliance going forward would only require an additional few minutes per PDF with a built-in function of Adobe and more modern PDF tools. Alderman Rand noted that he had previously forwarded an exception policy memo that the City could consider adopting, providing residents a formal recourse to flag non-compliant documents.

Attorney Stuve inquired if the scanning tool is similar to what Revise has proposed. Attorney Struve also noted that many pre-existing documents fall under the archival materials exception and would not need to be remediated. The key focus should be on publicly accessible, functional documents going forward. Demonstrating "good faith" efforts toward compliance is a recognized standard under ADA reasonable accommodation principles.

Directory Kopetsky inquired if a scanner upgrade could be a workflow solution as modern scanners can embed OCR and could prompt staff for image descriptions at the point of scanning. Director Kopetsky asked if we need to do an analysis of current state and if this is something that we can take care of in-house.

The committee discussed whether this compliance deadline is an opportunity to evaluate a broader website platform change. An option currently being explored is the migration to CivicPlus. This option is part of a larger strategic conversation.

No formal motion was made, however IT staff were asked to continue gathering pricing on the Revise AI solution and define an internal compliance pathway consisting of staff training and OCR tooling to be evaluated in parallel with external vendor options. A cost comparison between staying with Revise (plus add-ons) versus switching vendors should be presented at a future meeting. Website platform direction and ADA compliance work to proceed in parallel. A formal direction will be taken once cost analysis and options are fully scoped.

2. Third-Party IT Assessment

Director Sassman introduced this item, noting that it has been discussed at budget time and in recent weeks. The committee has been asked to provide direction on issuing an

RFP for a comprehensive third-party IT assessment. A budget line item of \$20,000 exists for outside IT consulting services, however most of those funds are currently earmarked for existing vendor relationships (Heartland, SharePoint Services).

Director Kopetsky inquired how in-depth we are looking to go and how this plays into the strategic plan budgeted in 2026.

Attorney Struve indicated that from a HR perspective the City should look to have an organizational structure assessment performed in the near future. The last assessment was performed in 2013. An IT assessment may have staffing implications. The assessment is not intended to target individual positions, but the committee should be prepared for recommendations that affect structure and operations.

Alderman Rand provided context for urgency citing several suspected infrastructure concerns such the lack of documented disaster recovery or business continuity plans, age of Server, SAN (Storage Area Network) & Core Switch, Police Department data and the City's insufficient internet connection. Alderman Rand raised concern that we are operating with enterprise software and potential overlap exists in software licensing across departments.

Alderman Rand expressed three hopeful goals come of out this meeting. The goals identified were to establish a regular meeting schedule for the IT Steering Committee, commission a third-party IT assessment conducted by a firm independent of current vendors and engage an outsourced IT leadership consultant (Virtual CIO) to sit on this committee and provide strategic guidance.

Lt Albrecht indicated that an assessment needs to be comprehensive on all fronts and we need to be prepared to implement changes. He also requested clarity on ensuring that the proper procurement process is followed. Attorney Struve indicated that so long as the IT staff are managing proper outreach and the process follows procurement policy, this is within scope.

Mayor Hamond expressed support for the assessment process. He noted that the strategic plan is in development and an IT assessment could be integrated into or run in parallel with that effort.

Network/Systems Administrator Oskey expressed support for multiple assessments from multiple vendors. Noting that a single assessment reflects one vendor's opinion and may overlook issues.

Discussion resulted in a a two-phase approach.

Phase 1 — IT Assessment (RFP #1):

- Invite multiple firms to assess the City's current IT environment: hardware inventory, software inventory, contracts, security scan and identification of critical vulnerabilities.
- Seek proposals that include cost (with expectation that some firms may offer this at no cost or minimal cost as a business development activity).
- Gather a minimum of three assessments/proposals to compare findings.

- Common findings across multiple assessments will form the basis of the Phase 2 RFP.

Phase 2 — Technology Roadmap (RFP #2):

- Following Phase 1, issue a second RFP for a technology roadmap — prioritized action plan addressing critical vulnerabilities, infrastructure upgrades, software rationalization, and long-term strategy.
- Director Kopetsky recommended including language in Phase 1 RFP noting that a Phase 2 RFP will follow.

Director Kopetsky left the meeting at 10:40.

Alderman Rand offered to provide a draft RFP to staff for consideration.

Direction was given to staff to bring the vendor RFP proposals and recommendation to the next scheduled meeting. It is anticipated at the next scheduled meeting will be mid-April 2026.

Mayor Hammond left the meeting at 10:43.

3. IT Hardware & Software Needs Discussion

This item will be carried forward to the next meeting agenda.

G. ADJOURNMENT

The meeting adjourned at 10:45 AM by motion made and seconded by Albrecht and Struve, respectively. Motion carried on voice vote.

Submitted By:

Jennifer Sassman, Finance Director

SPECIAL MEETING OF THE WATER AND LIGHT COMMISSION

March 11, 2026

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 9:00 a.m., with Commissioners Roy Kordus, Gary Turchan (telephonically), Antoine Tines (telephonically), and Austin Hammond, present on roll call. Also present were Melanie Krause, General Manager; Kristin Hubertus, Finance Manager; Kurt Melchert, Electric Manager; Adam Smith, Water Plant Manager; and Tammy Phillips, Accounting and Administrative Assistant. Also present was Sheldon Ash, Water Distribution Foreman.

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

Item III. 2026 Water Main Reconstruction Bid Opening – Staff is recommending awarding the 2026 Water main Project to Donald Hietpas & Sons in the amount of \$1,158,966.58. The Utility portion of the bid is \$697,974.90. After discussion, it was determined that further investigation and approval is needed for the 155 ft of DePere St under the railroad tracks near Fourth St. A change order can be done at a later date, given the contract states *“Note that the De Pere Street project is for boring under the CN railroad. Documentation from the CONTRACTOR is necessary for finalizing the permit application. Therefore, it’s anticipated that the De Pere Street project will likely have construction performed later than the other portion of the overall project. In the event that project costs or issues with obtaining CN permits are encountered, this portion of the project may or may not be completed. In the event the project does not move forward, this project may be removed from the contract at the discretion of the OWNER, in which case Base Bid D will not be construction and subsequently not paid to the CONTRACTOR.”*

The motion by Comm. Allwardt, seconded by Comm. Kordus was unanimously approved on roll call to award the 2026 Water Main Project in the amount of \$1,158,966.58 to Donald Hietpas & Sons, Inc, and forward it to Public Works for approval.

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

Item V. The motion by Comm. Allwardt, seconded by Comm. Kordus, was unanimously approved on roll call to adjourn at 9:40 a.m.

By: MARK L. ALLWARDT
President

GARY TURCHAN
Secretary

NOTE: THESE MINUTES ARE NOT TO BE CONSIDERED OFFICIAL UNTIL ACTED UPON AT THE NEXT REGULAR MEETING, THEREFORE, ARE SUBJECT TO REVISION.

Annual Report

2025

Mission

To protect and promote health and safety across the lifespan in partnership with our community.



Values

Collaboration,
Equity, Trust,
Accessibility,
Communication

Vision

A safe, healthy,
and thriving
community.



Public Health
Prevent. Promote. Protect.

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MESSAGE FROM THE PUBLIC HEALTH DIRECTOR

I am pleased to present you with Menasha Health Department's 2025 Annual Report! Here you will find program, service, and activity highlights from throughout the year.

One significant 2025 highlight we are excited to share with you is that Menasha Health Department was once again designated a Level III health department by the Wisconsin Department of Health Services. We received this designation after completing our DHS 140 Review in April, which included a comprehensive review and discussion of how we meet all requirements for local health departments outlined in Wisconsin State Statute and Administrative Code. I am very proud of our dedicated team whose hard work allows us to maintain this designation through their ability to provide robust services and programming for and with our community.

Our report this year is organized by the foundational areas presented in the Foundational Public Health Services Framework: communicable disease control; chronic disease & injury prevention; environmental public health; maternal, child, & family health; and access to & linkage with clinical care. The Foundational Public Health Services is one of our core guides to ensure what we are doing is meeting the needs of our community.

Thank you for taking the time to read this report and share in our reflection of the past year.

Sincerely,

Kristine Hutter

Public Health Director



HEALTH DEPARTMENT OVERVIEW

2025 TEAM MEMBERS

Health Director/Health Officer

Kristine Hutter, MPH, CHES

Office Coordinator

Larissa Keller

Registered Sanitarian (RS)

Todd Drew, RS

Public Health Educator (PHE)

Claire Holzschuh, CHES

Public Health Nurses (PHN)

Kortney Dahm, RN, BSN, CLC, CPST
Linda Palmbach, RN, BSN, CPST
Meghan Pauly, RN, BSN
Liz Rosin, RN, BSN

Registered Dental Hygienist (RDH)

Claire Opsteen, RDH

Dental Assistant

Michelle Howard

School Health Aides

Ka Fischer
Tracie Gustafson
Julie Herzfeldt
Gwen Moran
Angela Rusch
Stevie Kay Williams

Senior Center

Emma Kapel, Clerk
Kathy Rath sack, Clerk
Janet Rothe, Clerk
Chloe Hansen-Dunn, MPH, Manager
Leah McCormick, Activity Coordinator

GOVERNING BODIES

BOARD OF HEALTH

Candyce Rusin, BSN, RN (Retired), Chair
Gary Daughtery, Rawhide Youth Services
Andrew Dunn, DO, ThedaCare
Kristene Stacker, BSN, RN, CEO of Partnership Community Health Center, Inc.
Kristine Hutter, MPH, CHES, Public Health Director

Join us in welcoming our newest Board member, Gary Daughtery!

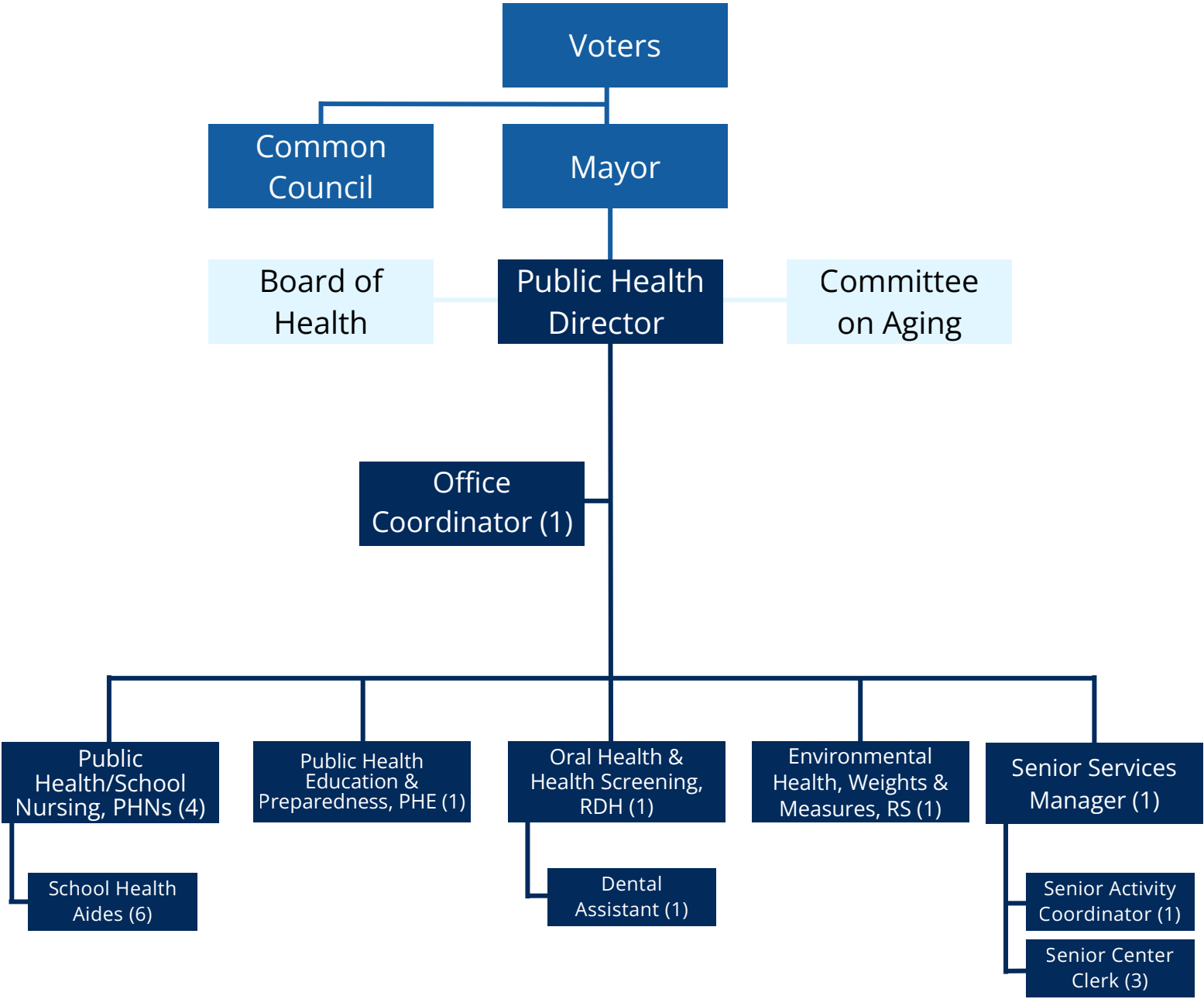
COMMITTEE ON AGING

Roy Meier, Chair
Gary Coopman
Dan Kelpinski
Bea Kohanski
Jeff Pommerening
Sue Wisneski
Chloe Hansen-Dunn, Recreation/Senior Services Manager
Kristine Hutter, Public Health Director

Local Board of Health: Wis. Statute. 251.03:

The local board of health is responsible for providing oversight to the local health department, and assuring that all public health statutes and rules are enforced.

2025 ORGANIZATIONAL CHART



FINANCIAL SUMMARY

REVENUES		
	2025	% of Total
Tax Levy	\$371,097	32%
License/Permit Fees	\$74,466	6.4%
Contracts	\$413,162	35.6%
Grants	\$264,891	22.8%
Other	\$37,163	3.2%
TOTAL	\$1,160,779	

EXPENDITURES		
	2025	% of Total
Personnel	\$922,660	79.5%
Professional/Contractual Services	\$24,618	2.1%
Supplies & General Operating Expenses	\$113,651	9.8%
Capital Expenses	\$99,850	8.6%
TOTAL	\$1,160,779	

OUR COMMUNITY

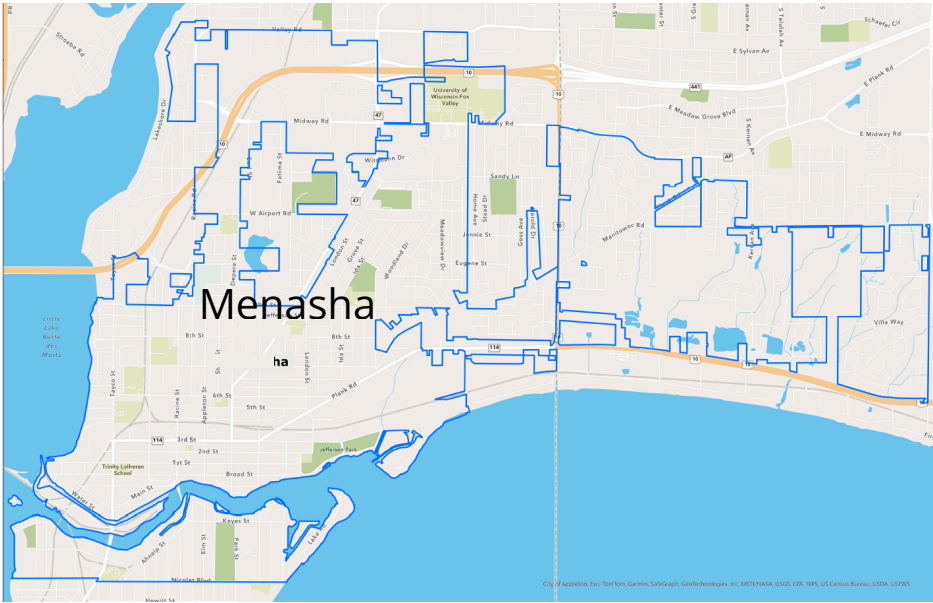
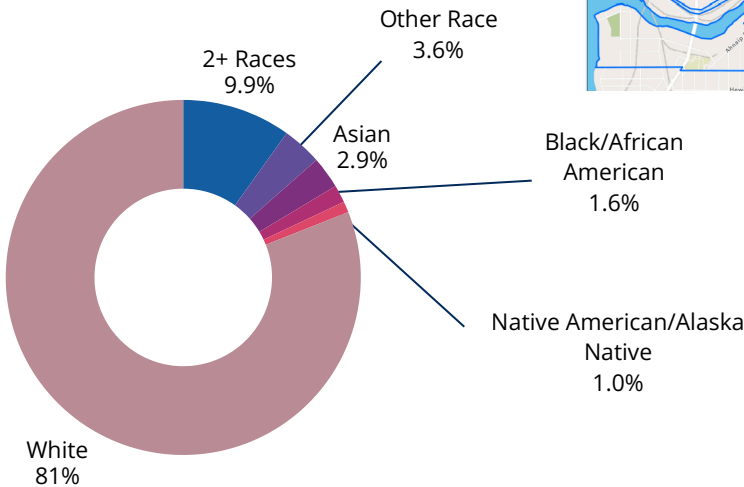
The City of Menasha falls within both Winnebago and Calumet counties. Surrounded by water (Lake Winnebago and Little Lake Butte des Morts), Menasha offers parks, water, and recreation space for families and adults alike to enjoy.

Population: 18,433²

Languages Spoken

English, Spanish, Swahili, Farsi, Kinyarwanda, Punjabi, and more.

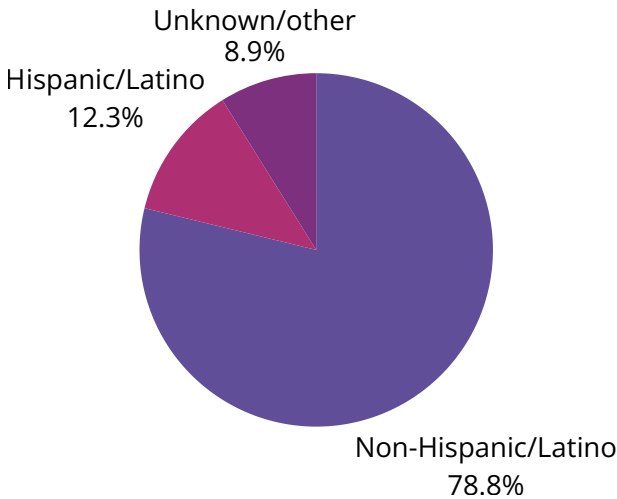
Race²



People in Poverty | 12%²

Employment Rate | 67.7%¹

Ethnicity²



Median Family Income | \$64,698²

Bachelor's Degree or Higher | 25.8%¹

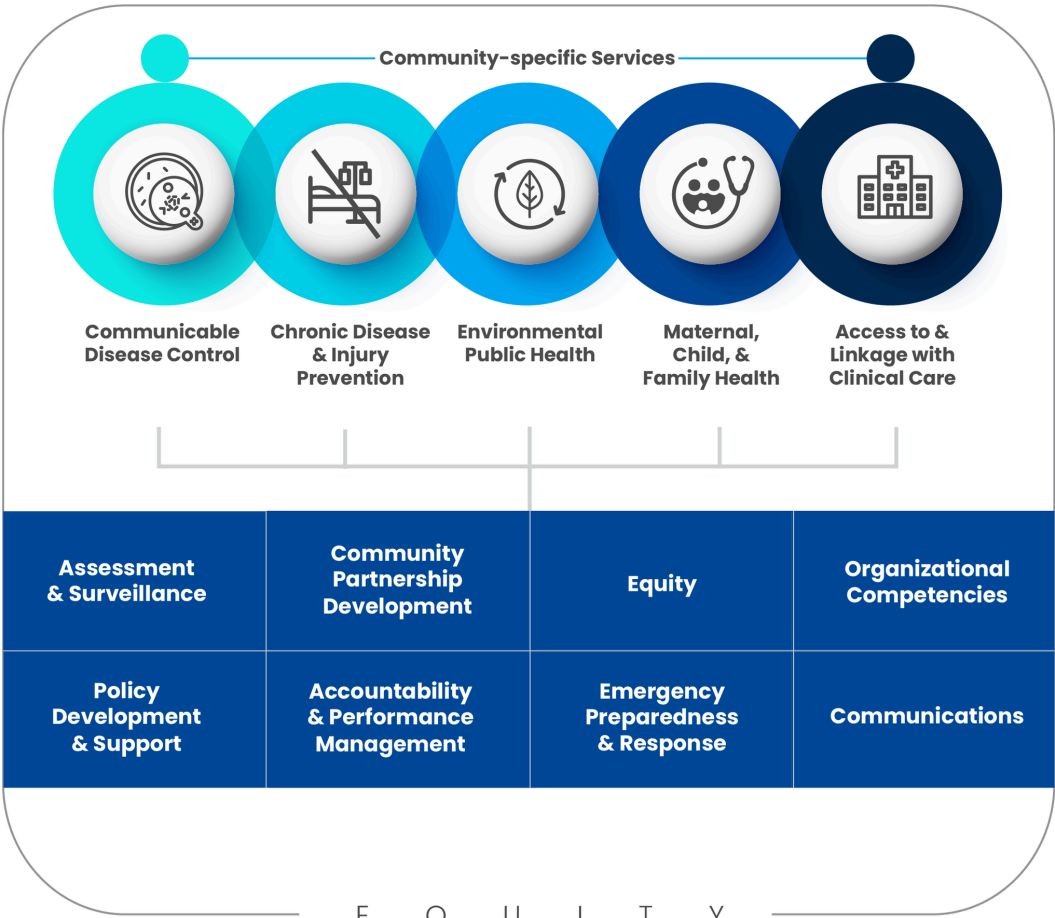
Data sources:
1. Data.census.gov
2. US Census Bureau

FOUNDATIONAL PUBLIC HEALTH SERVICES FRAMEWORK

This framework consists of five foundational areas and eight foundational capabilities. The five foundational areas reflect the minimum level of service that should be available in all communities, and are used to guide governmental public health departments in their work to improve the health and well-being of the community. The Foundational Public Health Services framework assists health departments in identifying resource and capacity gaps, determining costs associated with foundational service activities, and justification of funding needs. The framework allows for health department flexibility to include additional services to best serve their community.

Foundational Areas

Foundational Capabilities



February 2022

The Menasha Health Department carries out these foundational public health areas and capabilities daily. From investigating communicable diseases and environmental hazards, to preparing for emergencies and connecting clients to additional care and resources; the health department strives to meet our community's needs within all foundational areas.

COMMUNICABLE DISEASE CONTROL

COMMUNICABLE DISEASE PROGRAM

Communicable disease surveillance, disease investigation, contact tracing, public education and outreach, and other infection control measures are required under Wisconsin State Statute.

See the chart below for insight into some of the communicable diseases that our public health nurses investigated in 2025. Please note this is not an all encompassing list.

	2025	2024	2023	2022	2021
Vaccine Preventable Diseases (except Hepatitis C)					
Hepatitis B	1	1	2	0	2
Hepatitis C	1	3	6	3	8
Pertussis (Whooping Cough)	3	7	0	0	0
COVID-19 Hospitalizations*	15	14	4	-	-
Influenza Hospitalizations	13	5	7	8	0
RSV Hospitalizations	3	5	0	0	0
Tuberculosis					
Latent Infection	9	8	9	9	4
Sexually Transmitted Infections (STI)					
Chlamydia	47	69	69	61	76
Gonorrhea	9	6	11	8	28
Syphilis	0	6	6	5	2
Foodborne and Waterborne Diseases					
Campylobacteriosis	2	3	5	4	3
E.coli	11	11	6	14	7
Salmonellosis	3	2	0	3	3

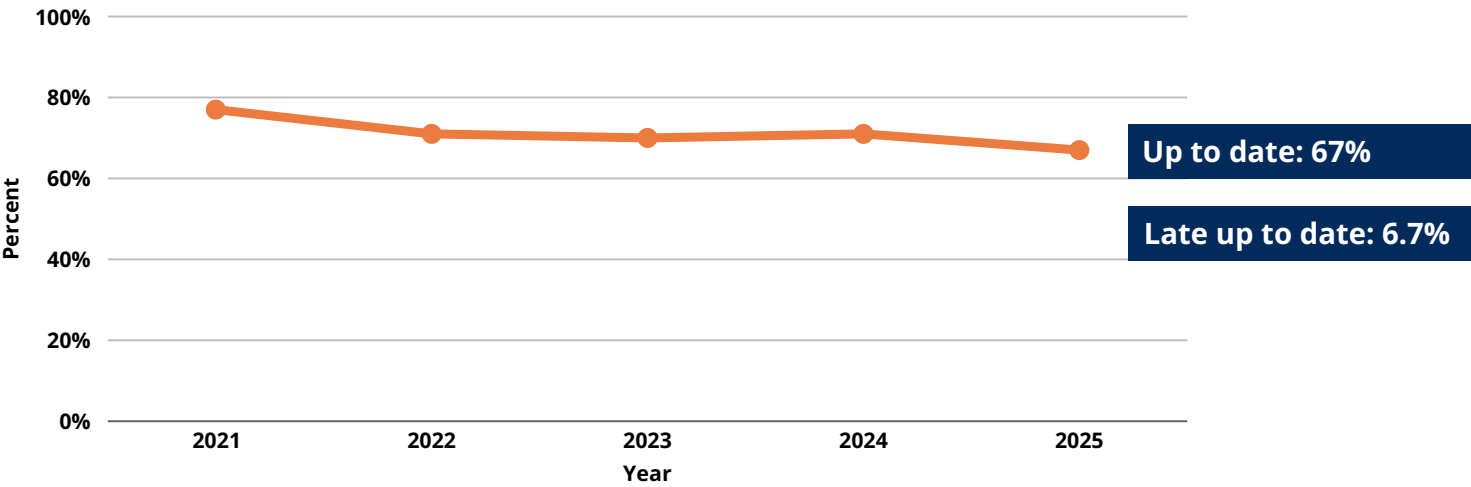
*COVID-19 hospitalizations reporting changed in 2023, so hospitalizations for years prior to 2023 are not reported here because they are not accurately comparable.

In 2025, many states battled measles outbreaks. Green Bay was set to host the 2025 NFL Draft, which meant travelers were coming from many states, including those battling the outbreaks. The Tri-County Communications Team came together to write a collaborative press release ahead of the draft about protecting themselves, their families, and other attendees against measles. Claire, PHE, created posts about measles and other communicable diseases and shared to social media.

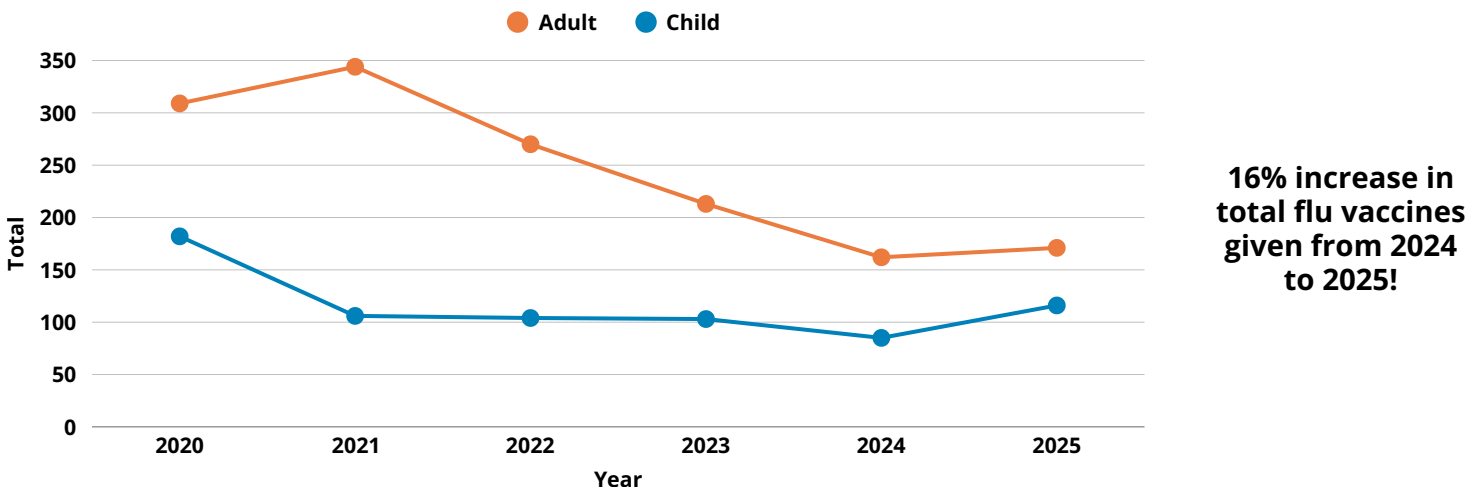
IMMUNIZATIONS

Some communicable diseases, like measles, polio, and influenza, can be prevented by vaccines. Menasha Health Department holds monthly clinics for children through the Vaccines for Children (VFC) program, and also provides some vaccines to adults who are underinsured or uninsured through the Vaccines for Adults (VFA) program. We strive to accommodate the needs of all families and children to have a positive vaccination experience. This may include dimmed lighting, extra appointment time, fidget toys, and more, to ensure a supportive and flexible vaccination process.

Percentage of children who are up to date with recommended vaccinations by 24 months of age
2025 Benchmark: 75%



Total number of flu vaccines provided by year



NORTHEAST WISCONSIN IMMUNIZATION COALITION (NEWIC)

Meghan and Liz, PHNs, sit on the North Eastern Wisconsin Immunization Coalition (NEWIC). This coalition consists of public health, healthcare, and vaccine reps who collaborate on efforts to increase vaccines rates in northeastern Wisconsin. NEWIC revamped their Facebook page and started a Vaccines for Adults subgroup. NEWIC was awarded the Smith Pharmacy Vaccine Champion Award in 2025!

CHRONIC DISEASE & INJURY PREVENTION

EMPLOYEE SAFETY

The city-wide Employee Safety program, coordinated by Todd, RS, is responsible for occupational injury prevention, incident report and near miss follow-up, coordinating safety trainings, and updating the City Safety Manual.

2025 Activities

- 12 reported employee injuries
- 18 safety meetings
- 15 safety trainings
- 62 hearing screenings
- 8 respiratory fit tests
- 11 new employee safety trainings

CPR/FIRST AID TRAINING

All staff are certified CPR American Heart Association and First Aid instructors. Every year, our instructors train employees of the Menasha Joint School District (MJSD) and the City of Menasha. Some participants are being certified for the first time, and others are renewing their certification, which expires after 2 years.

In 2025, a total of 120 City staff and MJSD employees were trained in CPR/First Aid!

STOP THE BLEED TRAINING

Claire, PHE, and Linda, PHN, attended a Stop The Bleed® Course in July at Grand Chute Fire station. This class teaches participants how to apply tourniquets properly, pack trauma wounds, and control bleeding.

CHILDHOOD INJURY PREVENTION

CHILD PASSENGER SAFETY

Kortney and Linda, PHNs, are certified to install car seats, conduct installation checks and car seat fittings. Community Car Seat Fitting Stations are held once a month by SafeKids Fox Valley. Both Kortney and Linda conducted car seat checks for individuals and families to ensure kids in our community are riding safely!

Between our two car seat technicians, a total of 29 car seat checks were conducted in 2025!

CHRONIC DISEASE & INJURY PREVENTION

SAFE SUMMER MENASHA

During the summer, we partnered with Menasha Parks & Recreation, and Menasha Police to implement *Safe Summer Menasha*. This included 3 pop-up events: Stars, Stripes, and Splatter; Safe & Sound Family Night; and Wheels of Safety. Each event had a safety-related theme and activities. Meghan and Kortney, PHNs, created a video, shared to our Facebook page, about the dangers of being in the sun too long and how to protect yourself and your family.



SUMMER OF SAFETY CHALLENGE

The *Safe Summer Menasha* Committee created and promoted a Summer of Safety Challenge where families could complete a safety checklist together for a chance to win a grand prize. Challenges included ensuring guns are stored safely, medications are locked up, and the first aid kit is stocked. Carter, pictured below, was the winner of the challenge grand prize!

SUMMER OF SAFETY CHALLENGE

Complete the activity together and submit it to one of the following Menasha departments – Health, Police, or Parks & Rec for a chance to win a grand prize. You may also email it to menashahealthdept@gmail.com. Every family who participates will receive a free safety baggie! **Deadline to enter: August 18th.**

Bonus Entry: Post a selfie in our comment section with the hashtags **#MenashaSummerOfSafety** and **#SafeSummerMenasha** for a bonus entry!

- Look through the medicine cabinet and find medications that are expired. Dispose of them at MPD's disposal box. Lock up the medicine cabinet when done.
- Check that all firearms are unloaded, make sure the safety is on and locked in a gun safe. Talk about responsible gun ownership, storage, and handling.
- Practice safety drills for fires and severe weather. Agree on a family meeting point outside of the home in case of a fire.
- Create an emergency contact list. Put the list in a common area in the home and in all cellphones.
- Look at household cleaning products. Check they are in their original containers and labeled properly. If you're not sure how it should be stored, check the manufacturer's label.
- Learn and practice using bike hand signals. Always wear a helmet when riding your bike.
- Discuss as a family when to call 911.
- Talk about what to do when approached by a stranger.
- Find the family first aid kit! Re-stock anything that is low or empty. If you don't have one, make one together as a family.
- Can you see your house numbers? Make sure they're visible from the road in case emergency responders need to find your home.
- Are your lifejackets US Coast Guard approved? Always swim with a buddy!
- Restock on sunscreen if the family supply is low. Choose a broad spectrum sunscreen that has at least 30 SPF. Apply 15-30 minutes before you go out in the sun.

SUMMER OF SAFETY CHALLENGE WINNERS

Grand prize winner!

The grand prize was a NOAA weather radio (donated by Calumet County), bike lock, Menasha tote bag, and water bottle!

Carter

Alisha

THANK YOU TO ALL WHO PARTICIPATED!

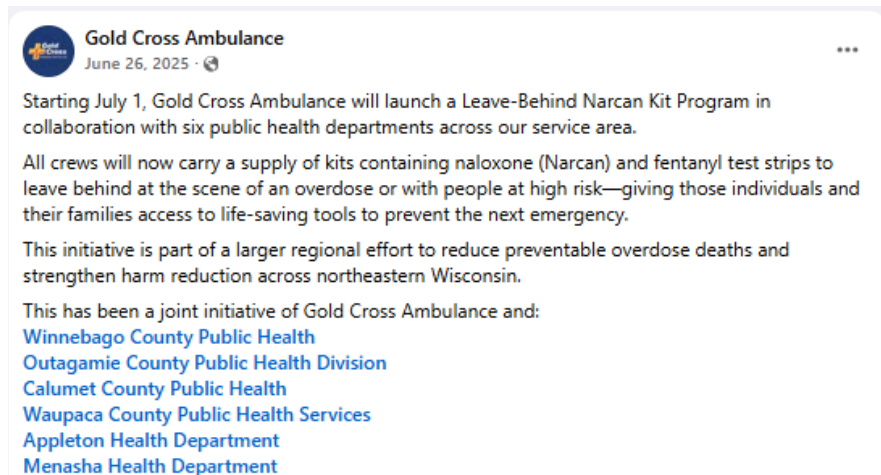
SAFETY ACADEMY

Each summer, Menasha Parks & Recreation hosts a week-long Safety Academy. Claire, PHE, and Meghan, PHN, attended one day to teach participating kids about the importance of handwashing and how to properly wash hands to prevent illness. Participants got to apply "Germ Juice" and look at the germs on their hands with a black light, and then practice washing their hands!

CHRONIC DISEASE & INJURY PREVENTION

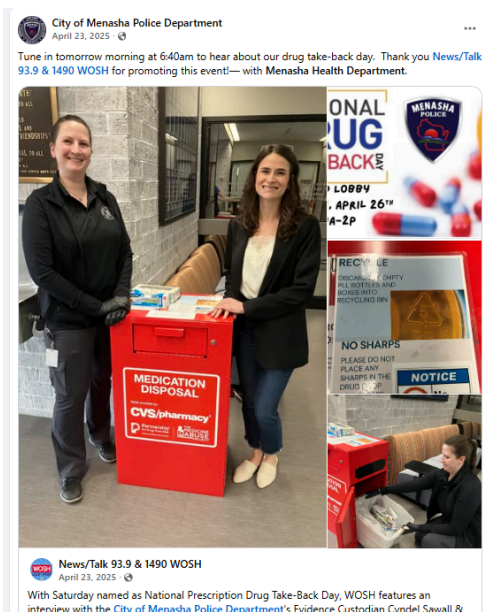
OVERDOSE PREVENTION

Linda, PHN, collaborates with other local health departments and community organizations to reduce the negative impacts of substance use in the community. The Overdose Fatality Review Team meets every month to investigate fatal overdoses and discuss strategies to reduce them. The Team partnered with Gold Cross Ambulance to leave Naloxone (Narcan) behind at calls that involved an overdose.



DRUG TAKE BACK DAY: RADIO INTERVIEW

Claire, PHE, participated in a radio interview on National Drug Take Back Day with Matt Roe, Community Liaison Officer, and Cyndel Sawall, Evidence Custodian, from Menasha Police Department. This national event promotes the importance of safe drug disposal and preventing medication misuse.



FIREARM LOCK DISTRIBUTION

We partnered with Menasha Police Department to distribute firearm locks and educational materials. Gun locks help to prevent accidental discharge of the weapon and prevent unintentional death and injury.

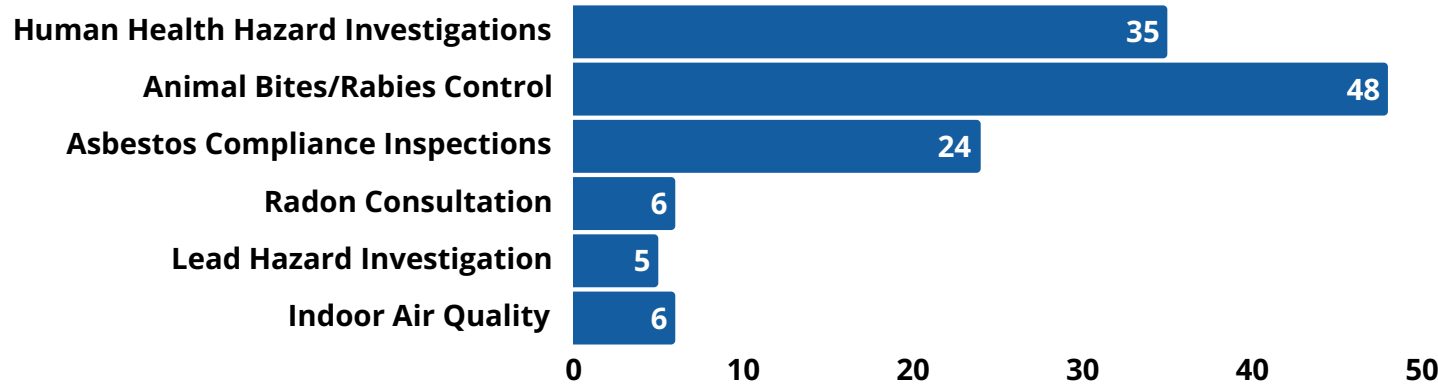


Gun locks donated to the Menasha Police Department by National Shooting Sports Federation and National Rifle Association Eddie Eagle Program.

ENVIRONMENTAL HEALTH PROGRAM

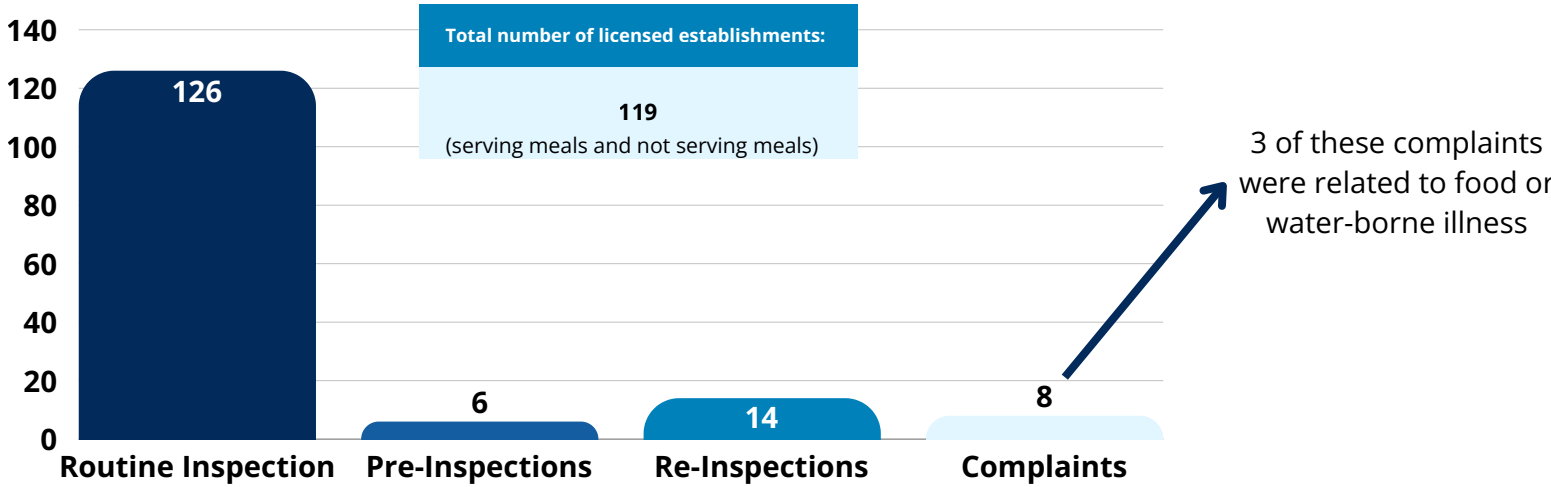
Todd, RS coordinates the Environmental Health Program. He conducts inspections for food safety and recreational licenses, manufactured home parks, body art establishments, and investigates human health hazard complaints.

2025 Environmental Health Activities



Retail Food Establishment Inspections

License Year July 2024 - June 2025



WHAT GOES INTO A RESTAURANT INSPECTION?

As an agent of the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP), Todd must uphold the Wisconsin Food Code ATPC 75. When he inspects restaurants he observes restaurant practices to ensure they are following the correct protocols and standards. Some of the things he looks for are: handler hygiene (handwashing techniques), rodent control practices, properly labeled and stored food, proper food temperatures, and chemical storage.

OTHER HEALTH INSPECTIONS

5

Tattoo/Body
Piercing Inspections

15

Tourist Rooming
House Inspections



3 new rentals were added in
spring because of the NFL draft
held in Green Bay!

HEALTH HAZARD HIGHLIGHTS



IMPROPERLY STORED FOOD

Pictured here is raw fish thawing under a bar. This is not correct practice. Todd provided education to the restaurant to remediate the issue. The food should be thawed in refrigeration and should not be stored below equipment that should not have contact with food.

HEALTH HAZARD INVESTIGATION

Todd investigated this home health hazard hoarding case, which originally started as a possible animal neglect complaint. This home ended up being placarded by Todd, which means it was unfit for human habitation. Two dogs were also surrendered due to neglect and brought to a humane association.



UNLICENSED TATTOO OPERATIONS

Todd also investigated an unlicensed tattoo operation. It is illegal to tattoo someone without a license. People who provide tattoos and other body art **must** be a licensed practitioner with the State of Wisconsin, and follow proper licensing and establishment protocols. Without proper oversight and licensing, there are many health risks, including risk of infection and exposure to bloodborne pathogens.

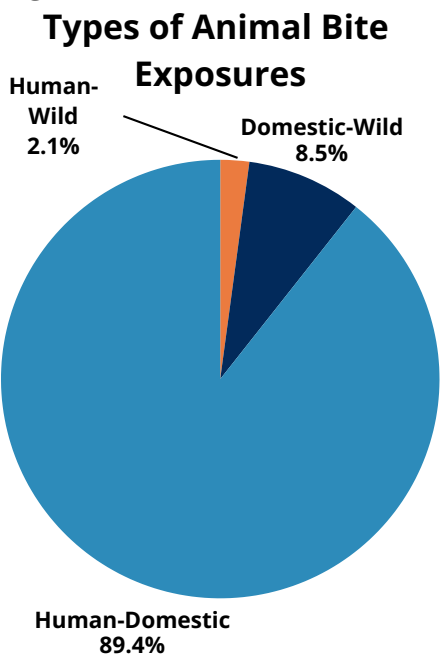
ANIMAL BITES

We work closely with the Menasha Police Department to investigate animal bites that occur in Menasha, or bites that involve our residents that occur in other jurisdictions. Many incidents involve domestic animals biting/scratching humans, and some are between two or more animals which could be domestic or wild. One dog bite incident resulted in Menasha Police designating a dog as a Dangerous Animal (see Municipal Code Sec. 7-1-6). The designation was appealed and the appeal was heard by the Menasha Board of Health, who has the ultimate decision to uphold, deny, or modify the Police Department’s determination. The Board of Health upheld the Dangerous Animal designation.

The wild animal exposures were between a bat and unvaccinated cats, and between a dog and a raccoon.

Pets that are bitten or have an encounter with a wild animal are quarantined to monitor for symptoms of rabies.

Wild animal exposure: a bite involving an animal other than a cat or dog. Sometimes, the animal biting may be a stray dog or cat, or an animal that cannot be identified or located. These bite instances are included under domestic animal.



BATS & RABIES PSA

Bats start to seek out warmer spots to live when the weather cools down at the start of fall. Sometimes they find a spot in your house. In 2025, we received two different reports of bats in the home around the same time that a bat tested positive for rabies in Outagamie County. In response, we partnered with Menasha Police Department and Heckrodt Wetland Reserve in August to film a video to spread awareness about bats and their benefits to the ecosystem, as well as their potential to expose humans and other animals to rabies. It is important to take steps to keep bats out of the home and to keep pets up to date with their rabies vaccination!



Claire Holzschuh,
Menasha Health

Matt Roe,
Menasha Police

Todd Drew,
Menasha Health

Andrea Bierbrauer,
Heckrodt

CHILDHOOD LEAD POISONING PREVENTION

Todd, RS, and Liz, PHN, work together to investigate cases of elevated blood lead levels (BLL) in children. In 2025, they conducted five lead-related home visits. Home visits are offered when venous BLL are >3.5 ug/dl. At each visit, they work to identify potential environmental causes of lead poisoning and provide education. **HEPA Vacuums were loaned to two of the families.**

HEPA vacuums have special filters that help to trap very small particles to prevent them from re-entering the air. These particles include pollen, dust, mold, allergens, and lead-dust.



Picture taken of Municipal Beach shore on August 7, 2025.

HARMFUL ALGAE BLOOM: BLUE GREEN ALGAE

Every summer, health department staff collect water samples from Menasha Municipal Beach, located on the northern shore of Lake Winnebago.

In August, staff collected a water sample and took pictures of the beach. Later, an illness was reported, and after an investigation, it was found that the most likely cause of the illness was related to the harmful algal bloom as seen in the picture. Messages were posted to warn the community of the risk and to avoid letting their pets play in the water or drink from the water.

SEALER OF WEIGHTS AND MEASURES PROGRAM

The Weights and Measures program is responsible for enforcing Wisconsin laws related to accuracy of weighing and measuring devices in commerce. This program is coordinated by Todd, and assisted by Claire, PHE, where applicable. Audits are also conducted on pre-packaged products to ensure accurate weight declaration and labeling. **In 2025, 414 devices were tested for compliance.**

MOTHERS, CHILDREN, FAMILIES PROGRAM

The Menasha Health Department has a Maternal and Child Health grant program that is coordinated by the PHE, Claire. The selected objective in 2025 was adolescent well-being. In April, Claire, along with local healthcare providers and youth, attended ThedaCare’s Community Health Action Team (CHAT) Retreat at Bubolz Nature Preserve. The retreat focused on digital media use and its effects on youth mental health.

Facebook was used to create and share specific youth mental health help and resources, including promoting warming and crisis service lines. Gun locks (means restrictions) were distributed at community events, refer to page 13 for more information. Claire also attended a day long virtual Youth Mental Health First Aid Course, which teaches participants how to identify potential warning signs, how to talk to youth and connect them to help. Claire also collaborated with the Menasha Library to plan mental health programming for 2026.

Kortney, Certified Lactation Counselor (CLC), conducts breastfeeding home visits for new mothers, and all four public health nurses send new baby letters to congratulate families on their new addition, and complete other home visits. See the table below for other highlights!

	Breastfeeding & new baby consults	New baby letters sent	Home visits (not including lead)
	10	138	60
Change from 2024	100% increase	33% decrease	62% increase

BREASTFEEDING FRIENDLY (BFF) INITIATIVE:

A previous MCH grant program objective was to designate work places and childcare centers as Breastfeeding Friendly (BFF). The goal is to increase childcare setting processes and policies that help families reach their breastfeeding goals. This process involves completing 10 steps and 2 pre-and-post assessments.

K’s Play Days was re-designated as BFF in January!



The Salvation Army Children’s Learning Center was designated as BFF in October!

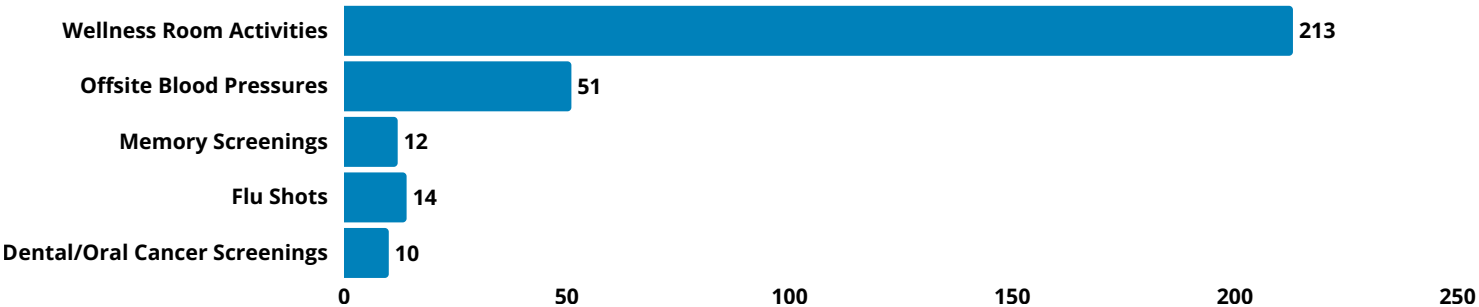
Congrats to both of these childcare centers in their efforts to meet families’ breastfeeding goals!

OLDER ADULT HEALTH AND WELLNESS PROGRAM

The Health Screening 60+ program is coordinated by Meghan, PHN, and provides no or low cost health services to older adults at the Menasha Senior Center and other locations in Menasha. Participants have opportunities to pursue improved health, enhance their well-being, and increase social connectedness. Meghan also coordinates Walking Club, which convenes in the spring and summer. In 2025, 14 participants walked a total of 311 miles!

A total of 602 health and wellness services were provided in 2025!

Health Services Provided



MEMORY CAFÉ

In 2025, 52 participants attended monthly Memory Cafés held at the Menasha Senior Center. National Dog Day just so happened to land on a Memory Café day, which was the perfect opportunity to bring in School Resource Officer Heinen and facility dog, Koda.

Koda knows many commands that help to bring calmness, comfort, and connection. This can help people who struggle with memory loss by reducing anxiety while increasing mental stimulation.



FRIDAY FIX: WELLNESS INSIGHTS

In 2025, 34 participants attended Friday Fix sessions on a variety of topics.

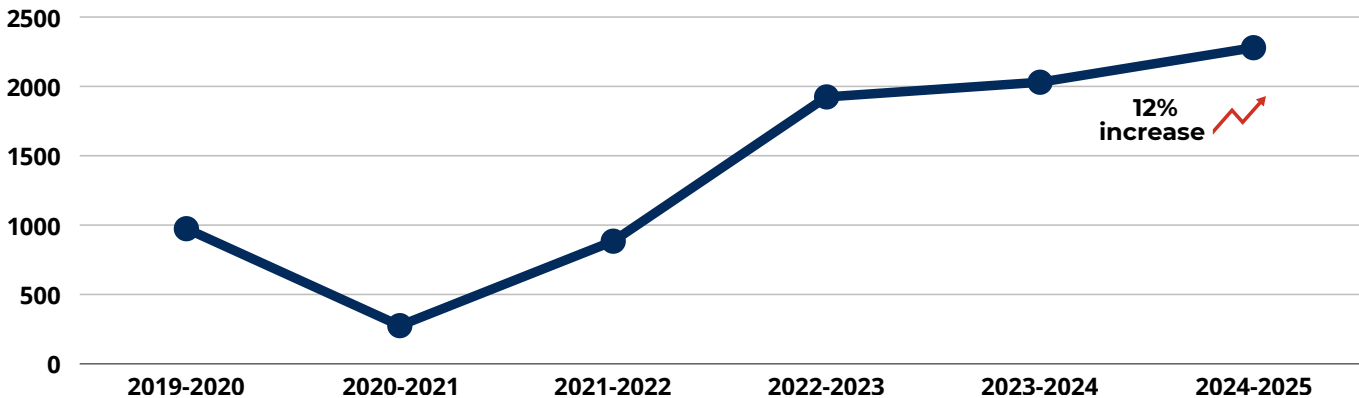
Pictured here: Valley Transit’s Stephanie and Sarah came to a Friday Fix to help participants learn the bus system and routes! Participants also got a chance to ride the bus and ask questions.

SCHOOL HEALTH PROGRAM

The Menasha Health Department provides comprehensive health services to students within the Menasha Joint School District (MJSD). Our public health nurses are also school health nurses. They assist with developing individual health plans for students with medical needs and IEP/504s, monitor illness in the schools, and oversee immunization compliance. School nurses and health department staff train MJSD staff in CPR/First Aid. The health department also employs health aides who assist with school health services at 5 schools in the district. **The health aides managed over 8,000 visits to the health rooms throughout the 2024-2025 school year.**

2024 - 2025 School Year			
	Number of IEP/504s	Number of Vision Screenings	Number of Hearing Screenings
	35	1,306	847
Percent change from last school year	12% decrease	7% decrease	7% decrease

Health office visits with the school nurse, by school year
Visits include injuries, illness, medications, and more.



PUBLIC SCHOOL
IMMUNIZATION COMPLIANCE

To attend a public school in Wisconsin, students must receive certain immunizations.

MJSD Minimum
Immunization Compliance
Rate:

89%

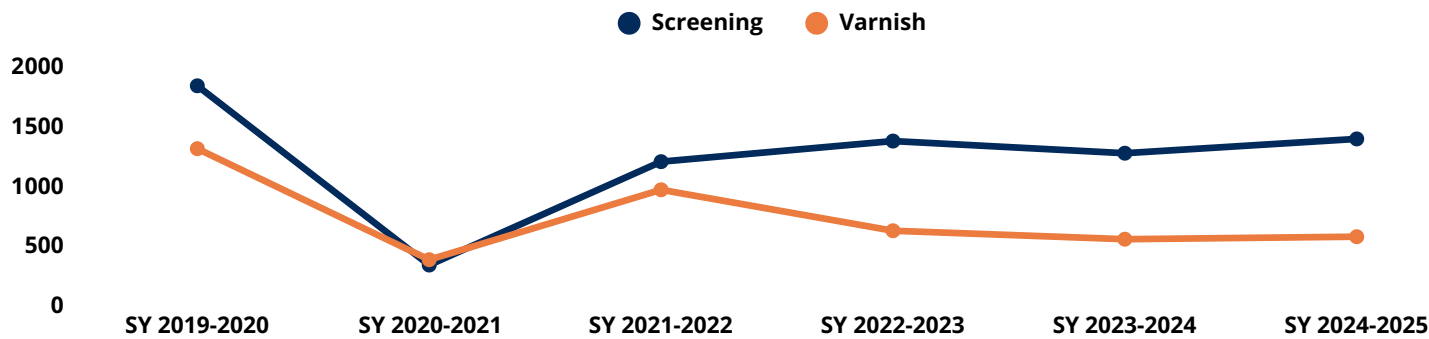


School Health Nurses (L to R): Kortney, Meghan, Linda, Liz

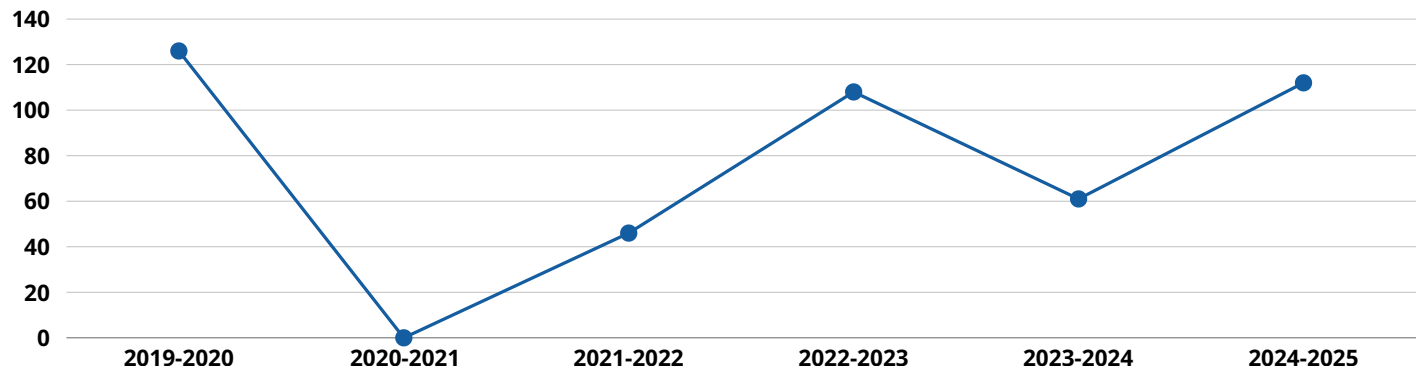
ORAL HEALTH PROGRAM

Claire, our Registered Dental Hygienist, provides oral health services to MJSJD students and participants in Menasha early childhood education programs to prevent chronic oral health conditions, like gum disease and tooth decay. She provides classroom education presentations, screenings, topical fluoride varnishes, and dental sealant application. Claire will make referrals for students if necessary. During the 2024-2025 school year, **Claire referred 142 students (almost 50% increase from last school year) for oral health concerns.**

Dental Screenings and Fluoride Varnishes by School Year



Dental Sealants by School Year



BACK-TO-SCHOOL BASH

Claire, RDH, attended Menasha Joint School District’s Back to School bash in August to meet families and students, and promote the dental services she provides.

Claire had students guess how many “cavity bugs” were in the jar for prizes. Malia, pictured here, guessed the right amount of cavity bugs (36 total!) and won the grand prize Play-Doh dental kit!



COMMUNITY HEALTH IMPROVEMENT PLANNING

Throughout the year, Claire, PHE, worked to implement activities outlined the 2025 Menasha Community Health Improvement Plan (CHIP) under the identified priorities of Safe Communities & Physical Safety and Mental Health/Suicide. Activities included distributing gun locks (means restriction) holding age-specific events, Facebook messaging/campaigns, and strengthened partnerships.

We have also been actively involved in the Tri-County Community Health Improvement Coalition (Tri-CHIC), which is a group comprised of the five local public health departments, four health systems, and more than a dozen community organizations in Calumet, Outagamie, and Winnebago Counties. This marks the first time partners across sectors in our region have come together to develop a collaborative Community Health Assessment, keeping our shared purpose at the center: to improve health and well-being for every individual in our communities. The Tri-CHIC selected the Mobilizing for Action through Planning and Partnerships (MAPP) 2.0 Framework to guide this work. To collect feedback and information about the health of our community, coalition workgroups completed a Community Partner Assessment and Community Context Assessment, analyzed existing data, and deployed a Well-Being Survey (led by ThedaCare) to collect additional primary data. All of this data was utilized to develop the first Tri-County Community Health Assessment (CHA). Community partners came together to discuss the data and prioritize health needs, and then the summer was spent diving deeper to understand those needs and finalize the priorities. Using the data from the CHA to guide health priority issue selection, the Community Health Improvement Plan (CHIP) will focus on **Primary Prevention of Mental Health and Social Connection & Belonging**.



Watch for the CHIP release in 2026!

PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) & RESPONSE

Claire, PHE, and Meghan, PHN attended an H5N1 (Bird Flu) table top exercise with area partners in March at the Appleton Public Library. Participants practiced coordinated communication, public messaging, healthcare and public health nursing response.

Claire, PHE, also attended the Governor’s Conference in March at the Oneida Hotel & Convention Center in Green Bay. She attended learning sessions on a variety of topics including train derailments, active threats, cybersecurity, and more.

Other activities in 2025 involved regular meetings with the Fox Valley Healthcare Emergency Readiness Coalition (FVHERC) and other PHEP Coordinators, as well as updating the departmental Continuity of Operations Plan (COOP) and attending a Functional Assessment Service Team (FAST) training.

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STAY CONNECTED WITH US!

Facebook:

@Menasha Health
Department



Location:

100 Main St.
Menasha, WI 54952

Phone:

(920) 967-3520

MEMORANDUM

DATE March 6, 2026
TO Common Council
FROM Kaija Snyder, City Clerk
RE Spring Election Voting Methods

The City of Menasha Clerk's Office would like to share voting methods for the April 7, 2026 Spring Election. These include voting in-person or curbside at the polling place on Election Day, in-person absentee voting, and voting absentee by mail. Please note that voting activity, including voter registration, is prohibited on Monday April 6, 2026.

Election Day Voting

Election Day is Tuesday April 7, 2026, and the State of Wisconsin allows same-day registration. A valid proof of residence document is required to register. Polls are open 7:00am – 8:00pm. Voters may find their polling place by visiting <https://myvote.wi.gov/en-us/Find-My-Polling-Place>. Voters should be prepared to state their name and address and present a valid photo ID to receive a ballot.

In-Person Absentee Voting

In-person absentee voting, known as early voting in some states, will be held on the second floor of Menasha City Center (100 Main Street, Menasha) during the following dates and times. Voters should be prepared to state their name and address and present a valid photo ID to receive a ballot.

- Tuesday March 24, 2026: 8:00am – 4:00pm
- Wednesday March 25, 2026: 8:00am – 4:00pm
- Thursday March 26, 2026: 8:00am – 4:00pm
- Friday March 27, 2026: 8:00am – 4:00pm
- Monday March 30, 2026: 8:00am – 4:00pm
- Tuesday March 31, 2026: 8:00am – 4:00pm
- Wednesday April 1, 2026: 8:00am – 4:00pm
- Thursday April 2, 2026: 8:00am – 4:00pm
- Friday April 3, 2026: 8:00am – 5:00pm

Absentee Voting by Mail

Absentee ballot requests can be submitted four ways: (1) online at <https://myvote.wi.gov/en-us/Vote-Absentee-By-Mail>; (2) in-person at the Clerk's Office (100 Main Street, Suite 200, Menasha); (3) by email to Clerk's Office staff (including name, balloting address, and photo ID); (4) by mail to the Clerk's Office's attention (100 Main Street, Suite 200, Menasha, WI 54952).

Voters may request an absentee ballot until 5:00pm on Thursday April 2, 2026. Requirements for requesting an absentee ballot vary by voter status; the Clerk's Office recommends visiting <https://myvote.wi.gov/en-us/> or contacting City Hall to learn more about these requirements.

To register to vote, check registration, request an absentee ballot, or find a polling place, please visit <https://myvote.wi.gov/en-us/> or contact the Clerk's Office at (920) 967-3608.



PROCLAMATION

Office of the Mayor

WHEREAS, March 12, 2026, marks the 114th anniversary of Girl Scouts of the United States of America, whose mission is to build girls of courage, confidence, and character, who make the world a better place; and

WHEREAS, Girl Scouts offers girls engaging, hands-on programming in science, technology, engineering, and math (STEM); the outdoors; entrepreneurship; and life skills, helping girls develop leadership, confidence, and resilience; and

WHEREAS, today more than 50 million women around the world are Girl Scout alum who serve as leaders, innovators, volunteers, and role models in their communities; and

WHEREAS, the Girl Scout Movement began on March 12, 1912, when Juliette "Daisy" Gordon Low organized a group of 18 girls in Savannah, Georgia, providing them with opportunities to grow physically, intellectually, socially, and spiritually; and

WHEREAS, public service and civic engagement are core to the Girl Scout experience, encouraging girls to learn about government, engage with elected officials, and take action to improve their communities; and

WHEREAS, Girl Scouts' commitment to outdoor experiences, environmental stewardship, and summer camp reflects Juliette Gordon Low's lifelong appreciation for nature; and

WHEREAS, Girl Scouts of the Northwestern Great Lakes serves thousands of girls across central and northern Wisconsin and Michigan's Upper Peninsula, helping them discover their strengths, build meaningful connections, and create positive change;

NOW, THEREFORE BE IT PROCLAIMED, that I Austin R. Hammond, Mayor of the City of Menasha, do hereby proclaim the week of March 8–14, 2026, as Girl Scout Week in The City of Menasha and encourage all residents to recognize and celebrate the contributions of Girl Scouts and the powerful role they play in shaping future leaders.

Girl Scout Week

in the City of Menasha

Signed and Sealed this 8th day of March, 2026

A handwritten signature in blue ink that reads "A. R. Hammond".

Austin R. Hammond, Mayor



MEMORANDUM

DATE March 26, 2026
TO Common Council
FROM Austin R. Hammond, Mayor
RE Employee Recognition – Blizzard Elsa and Comp Time Update

On Monday, March 16th, 2026, Due to the recent Blizzard Elsa and the State of Wisconsin being under a resultant State of Emergency, I declared a Snow Emergency (per City of Menasha City Code 10-1-31) from Sunday, March 15th, 2026, 6:00am through Tuesday, March 17th, 2026, 6:00am. Subsequently, I decided to close the City of Menasha City Hall on Monday, March 16, 2026, and to cancel the City of Menasha Common Council and Standing Committee meetings previously scheduled for Monday evening.

In making these difficult decisions, I, along with many other municipal leaders in our region, chose to prioritize the safety of employees, elected officials, and community members. Nevertheless, due to the nature of their employment duties and responsibilities, some employees from the Public Works, Parks, and Police Department had no choice but to work in person through the storm. As one can imagine, receiving approximately 26.6 inches of snow made the work these employees performed very difficult, and we relied on them to work long hours to keep our community safe.

Therefore, to recognize their additional energy and effort, those City of Menasha employees, both represented and non-represented, who had no choice but to come into work in person during the declared Snow Emergency in the City of Menasha will be receiving up to 8 hours of Comp Time to give them some much deserved time off.



COMMON COUNCIL MINUTES
Monday, March 2, 2026 at 6:00 PM
First Floor Conference Rooms
100 Main Street, Menasha, WI

- A. CALL TO ORDER
Meeting called to order by Mayor Hammond at 6:01pm.
- B. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.
- C. ROLL CALL
Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: FD Sassman, DPW Merten, CDD Dane, PRD Sackett, PC Thorn,
DPC Hanchek, PHD Hutter, PRC Ross, DDMO Brown, FC Teesch, LD Kopetsky,
CA Struve, Mayor Hammond, Clerk Snyder
- D. PUBLIC HEARING
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
- F. REPORT OF DEPARTMENT OFFICERS/DEPARTMENT
HEADS/STAFF/CONSULTANTS
Motion by District 7 Alderperson Grade seconded by District 4 Alderperson Perkins
to recieve. Motion carried on voice vote.

Discussion considered the Neenah-Menasha Sewerage Commission minutes.

- 1. Presentations:
 - a. Gold Cross Ambulance Annual Report
Nick Romenesko, Executive Director for Gold Cross Ambulance Service,
presented Gold Cross Ambulance's Annual Report as it relates to their
services in the City of Menasha. Gold Cross provides EMS services to
Menasha and surrounding communities. Director Romenesko specifically
spoke to Gold Cross' 911 responses, services upon response, and industry
benchmarking. Director Romenesko additionally spoke on training programs,
transport vehicles, and City partnerships.

Discussion considered the determination of non-emergency calls, calling
jurisdictions, response times, and training programs.

- 2. Minutes to Receive:
 - a. Administration Committee, 2/16/26
 - b. Neenah-Menasha Sewerage Commission, 1/27/26
 - c. Committee on Aging, 1/9/26

G. CONSENT AGENDA

1. Common Council Minutes, 2/16/26
Motion by District 7 Alderperson Grade seconded by District 6 Alderperson Marshall to approve. Motion carried on voice vote.
2. Administration Committee, 2/16/26, Recommends Approval of:
 - a. Update to Lodging License Categories and Fees
Motion by District 2 Alderperson Eisenach, seconded by District 3 Alderperson Hale to approve for the 2026-2027 licensing year.

Motion carried 8-0 on roll call.
 - b. License and Software Maintenance Agreement Between the City of Menasha and Constructive Analytics, LLC for Several Software Programs - Not to Exceed \$9,000
Motion by District 2 Alderperson Eisenach, seconded by District 3 Alderperson Hale to approve.

Motion carried 8-0 on roll call.

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 02/13/26 - 02/26/26 in the amount of \$5,835,333.53
Motion by District 2 Alderperson Eisenach, seconded by District 3 Alderperson Hale to approve.

Motion carried 8-0 on roll call.
2. Outsource Legal Services - Represent the City of Menasha's Interest in Winnebago County Case No. 2025CV234 Wisconsin Window Concepts., Inc. vs. The Brin, LLC, et. al.
 - a. Adjourn into Closed Session pursuant to Wisconsin Statute § 19.85(1)(g) Conferring with legal counsel for the governing body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Concerning Winnebago County Case No. 2025CV234 Wisconsin Window Concepts., LLC vs. The Brin, LLC, et. al).
Motion by District 7 Alderperson Grade, seconded by District 5 Alderperson Lewis to adjourn into Closed Session.

Motion carried 8-0 on roll call.

- b. May reconvene into Open Session to take action on items that may be pending.
Motion by District 7 Alderperson Grade, seconded by District 6 Alderperson Marshall to reconvene into Open Session.

Motion carried 8-0 on roll call.

Motion by District 7 Alderperson Grade, seconded by District 8 Alderperson Ropella to approve, not to exceed \$7,000 in 2026.

Motion carried 8-0 on roll call.

J. HELD OVER BUSINESS

K. ORDINANCES AND RESOLUTIONS

L. APPOINTMENTS

M. CLAIMS AGAINST THE CITY

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

O. ADJOURNMENT

Motion by District 6 Alderperson Marshall seconded by District 5 Alderperson Lewis to adjourn the Common Council meeting at 7:00pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

MEMORANDUM

DATE February 23, 2026

TO Administration Committee

FROM Margaret Struve, City Attorney
Megan Sackett, Parks & Recreation Director

RE Cities and Villages Mutual Insurance Company's (CVMIC) Special Event Coverage for CommunityFest (Coverage for 7/3/2026-7/4/2026) – \$1,682.00

Since the anticipated CommunityFest event, anticipated to occur on July 3, and July 4, 2026, is a city-sponsored event, staff recommends securing separate Special Event Coverage. CVMIC's broker, Alliant, provided the attached Proposal and Request to Bind Coverage by the carrier, Evanston Insurance Company.

This special event coverage is a cost-effective way to transfer risk away from our CVMIC liability policy and its \$37,500 self-insured retention (SIR) to this separate Special Event Coverage. The cost for this separate premium, as indicated on the attached proposal, would be \$1,682.00, funded by the Civic Commemoration fund. The coverage would be sought for 7/3/2026-7/4/2026, consistent with the anticipated event needs. The coverage would have no deductible. There may be exclusions for anticipated vendor services, however, for those vendor services, the City would require that vendor to add the City of Menasha as an Additional Insured on their policy and provide us with a Certificate of Insurance evidencing the same.

RECOMMENDATION: Staff recommend acceptance of the proposal and premium quote for Special Event Coverage from Evanston Insurance Company for Special Event coverage for the CommunityFest Event in an amount not to exceed \$1,682.00.



**CITY OF MENASHA
INDEPENDENCE DAY CELEBRATION
SPECIAL EVENTS PROPOSAL**

EVENT DATE: July 3, 4, 2026
EVENT LOCATION: Curtis Reed Square, Tayco/Main Street and Jefferson Park, City of Menasha WI

COMMERCIAL GENERAL LIABILITY

INSURANCE COMPANY: Evanston Insurance Company

A.M. BEST GUIDE RATING:* A(Excellent); Financial Size Category XV (\$2 Billion or greater) *as of November 22, 2024*

STANDARD AND POOR'S RATING: A (Strong) *pulled on November 19, 2025*

CALIFORNIA STATUS: Non-Admitted

GENERAL LIABILITY LIMITS:	\$2,000,000	General Aggregate
	\$1,000,000	Products/Completed Operations Aggregate (Food Products, Beverages, Clothing Apparel, Records, Tapes, CDs, Photos, Stickers, Crafts, Painting, Posters, Badges, Artwork, Jewelry, Toys and Books ONLY)
	\$1,000,000	Personal and Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 100,000	Damage to Premises Rented to You Limit (Fire Damage)
	\$ 5,000	Medical Payments
	\$ 500,000	Sexual Abuse and Molestation Sublimit

All Aggregates apply separately

COVERAGE: Combined Single Limit of Liability for Bodily Injury and Property Damage Per Occurrence and Aggregate as shown above. Coverage Includes:

- Event Holder as Named Insured
- Venue Owner as Additional Insured (If Declared)
- Liquor Liability (With prior approval and payment of additional premium) Included in occurrence and general aggregate limit

DEDUCTIBLE: None

MAJOR EXCLUSIONS:
(Including but not limited to)

- Automobile Liability
- Aircraft / Unmanned Aircraft (Drones) / Watercraft Liability
- Property Damage to Entity Premises
- Property of Others in the Care, Custody and Control of the Insured
- Workers' Compensation
- Collapse of Tents and Concert Limitations
- Attendance Limitation Exclusion
- Outdoor Concerts Limitation Exclusion
- Seating, Glass & Fixtures Exclusion
- Fireworks, Pyrotechnics, Explosives and Flashbox Exclusion
- Exclude Specific Performances (without prior company approval)

**See last page for additional information*

Alliant Insurance Services, Inc.
18100 Von Karman Ave 10th Floor, Irvine CA 92612 ♦ 949-756-0271
Lic #0C36861 ♦ www.alliantinsurance.com

**CITY OF MENASHA
INDEPENDENCE DAY CELEBRATION
SPECIAL EVENTS PROPOSAL**

**MAJOR EXCLUSIONS:
(Including but not limited to)
CONT:**

- Bodily Injury, Property Damage, Personal and Advertising Injury to any entertainer, stage hand, crew, independent contractor, audience member, patron or customer of the insured as a result of participating in a demonstration, show, competition and contest. Damage to property or equipment belonging to entertainer, stage hand, crew, independent contractor, audience member, patron or customer of the insured.
- Assault and Battery
- Terrorism
- Punitive Damages
- Employment-Related Practices Exclusion
- Marijuana Exclusion
- Organic Pathogen and Legionellae Exclusion
- Communicable Disease
- Cyber Exclusion

EXCLUDED EVENTS:

- Circus and Carnivals including Rides
- Mechanical Amusement Devices
- Motorized Sporting Events
- Tractor/Truck Pulls
- Boxing, Wrestling, Hockey, Contact Karate Events (including practice)
- Rodeos and Roping Events (including practice)
- Aircraft, Hot Air Balloon Rides, Demonstrations and Shows
- Professional Sporting Events
- Pyrotechnical Uses / Fireworks Shows (does not apply to spectators)
- Heavy Metal, Alternative Music, Hip-Hop and Rap Concerts (without prior underwriter approval)
- Moonbounces, Trampolines and Inflatable Amusement Devices
- Obstacle Course Races and Mud Runs
- Veterinary Legal Liability (NO animals)

PARTICIPANTS:

- Not covered unless specifically approved by the carrier
- Not approved for this event

**ENDORSEMENT & EXCLUSIONS:
(Including but not limited to)
Please see the policy for the full
description of each exclusion**

- Suicide or any attempt at suicide or intentionally self-inflicted injury...
- Sickness, disease, mental incapacity...
- Insured's commission of or attempt to commit a crime
- Infections of any kind regardless of how contracted...
- Declared or undeclared war...
- Participation in any team sport or any other athletic activity, except participation in a Covered Activity
- Full-time active duty in the armed forces...
- Travel or flight in or on...

**CITY OF MENASHA
INDEPENDENCE DAY CELEBRATION
SPECIAL EVENTS PROPOSAL**

**ENDORSEMENT & EXCLUSIONS:
(Including but not limited to)
Please see the policy for the full
description of each exclusion
(COND)**

- Medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss result directly or indirectly from the treatment
- Stroke or cerebrovascular accident or event...
- Workers' Compensation Act or similar law...
- Insured riding in or driving any type of motor vehicle as part of a speed contest, scheduled race...
- Any loss incurred while outside the US, its Territories or Canada
- Insured being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance
- Two or More Policies Coverage Forms or Policies

PREMIUMS:

ATTENDANCE PREMIUM: 6,500 \$1,546.00

GL ADDITIONAL INSURED: None

GL EXHIBITORS INCLUDED: None

**GL CONCESSIONAIRES
INCLUDED:** None

**GL LIQUOR COVERAGE
INCLUDED:** Yes \$136.00 (\$68.00 per day)

PROPERTY DAMAGE: No

TOTAL EVENT PREMIUM: \$1,682.00
(Includes Taxes and Fees)

MINIMUM RETAINED PREMIUM: Event Premium is Fully Earned

QUOTE VALID UNTIL: July 1, 2026



**CITY OF MENASHA
INDEPENDENCE DAY CELEBRATION
SPECIAL EVENTS PROPOSAL**

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

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**CITY OF MENASHA
INDEPENDENCE DAY CELEBRATION
SPECIAL EVENTS PROPOSAL**

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

**CITY OF MENASHA
INDEPENDENCE DAY CELEBRATION
SPECIAL EVENTS PROPOSAL**

Other Disclosures / Disclaimers - Continued

Claims Made Policy (D&O/EPL)

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

NRRA:

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

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**CITY OF MENASHA
INDEPENDENCE DAY CELEBRATION
SPECIAL EVENTS PROPOSAL**

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

- A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.
-
- You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

Shown above are the disclosures / disclaimers that are attached to all Property & Casualty insurance proposals. Please acknowledge receipt and review.

Signature

Date

Title

Printed / Typed Name



MEMORANDUM

DATE March 11, 2026
TO Administration Committee
FROM Human Resources Department; Finance Department
RE Human Resources Information System (HRIS) – Seeking Approval for:
2026 Subscription Services Agreement with Paylocity, not to exceed \$21,250, and
execution of resultant Form A-222, IRS Form 8655, and Tax Service Waiver Form

Background

On March 2nd, 2026, staff recommended and the Administration Committee approved the 2026 Subscription Services Agreement with Paylocity, not to exceed \$21,250, and the execution of resultant Form A-222, IRS Form 8655, and Tax Service Waiver Form.

Since this action, staff is asking to put a temporary pause on this item. Due to a recent resignation in the payroll department, staff want to ensure that the timing of this project is in line with the recruitment, onboarding, and training of a new employee and that the implementation receives the proper attention it deserves.

Recommendation

Staff recommend that the Common Council postpone indefinitely the 2026 Subscription Services Agreement with Paylocity, not to exceed \$21,250, and execution of resultant Form A-222, IRS Form 8655, and Tax Service Waiver Form

MEMORANDUM

DATE February 23, 2026

TO Administration Committee

FROM Human Resources Department; Finance Department

RE Human Resources Information System (HRIS) – Seeking Approval for:
2026 Subscription Services Agreement with Paylocity, not to exceed \$21,250, and
execution of resultant Form A-222, IRS Form 8655, and Tax Service Waiver Form.

HRIS Project Selection - Paylocity

Since the 2026 budget was adopted, the HR and Finance departments have been working to find a new Human Resources Information System (HRIS) to replace the current manual and fragmented processes. Our current system requires multiple handoffs, manual corrections, and data entry. These inefficiencies increase the risk of payroll errors, delays, and compliance concerns. An HRIS would allow us to automate and streamline payroll functions while also improving accuracy, transparency, and efficiency across the City. Through a detailed review process, Staff have selected “Paylocity”.

Selection Process

To ensure a well-informed and consistent decision, the team followed a structured vendor evaluation process that included the following:

1. Internal Needs Assessment
 - Reviewed processes and feedback from all departments regarding payroll, timekeeping, benefits, onboarding, performance, reporting, etc.
 - Identified the modules and functionality required to address needs for all departments.
2. Market Research
 - Reviewed leading HRIS vendors used by public sector and similarly sized organizations.
 - Conducted detailed evaluations of each system’s ability to support the City’s nuanced operational requirements, including complex payroll, scheduling, and compliance needs.
3. Vendor Demonstrations
 - Invited select vendors to conduct live demonstrations tailored to City workflows.
 - Included representatives from each department in the review process to gather feedback.

4. Reference Checks
 - Spoke with several organizations currently using the system to assess real-world performance, implementation experience, and ongoing support.
5. Selection
 - As a result of the vendor review process, Paylocity emerged as the system that meets the most functional and financial requirements. Other vendors reviewed could support some- but not all- of the City's requirements, creating new administrative burdens. Paylocity demonstrated the ability to support the City's full range of payroll and human resources needs with minimal reliance on workarounds.

Cost Summary – 2026

Implementation	\$5,000	
Oct-Dec Subscription	~\$9,371.55	
Estimated First-Year Total:	~\$14,371.55	(approved budget amount was \$21,250)

Cost Summary – Ongoing

Implementation	\$0	
Annual Subscription	~\$39,300	
Estimated Ongoing Total:	~\$39,300	(original budget amount was \$45,000)

* Starting in Q4 of 2026, Central Square (current financial software) costs will be reduced by approximately \$8,000 annually.

Next Steps

Pending Council approval:

1. Execute Subscription Services Agreement, Form A-222, IRS Form 8655, and Tax Service Waiver
 - a. A Proposed Subscription Services Agreement, along with the Terms incorporated therein, are attached to this Memorandum. A redline copy of staff-recommended changes to these documents has been provided to Paylocity's Legal Team. Also included is an Investment Summary (Quote) from Paylocity.
 - b. Form A-222 (WI Department of Revenue Power of Attorney) – authorizes Paylocity to communicate with the WI DOR regarding payroll tax matters.
 - c. IRS Form 8655 (Reporting Agent Authorization) – allows Paylocity to file federal payroll tax forms and make related deposits on our behalf.
 - d. Tax Service Waiver – outlines responsibilities and acknowledgements related to payroll tax filing services.
2. Begin implementation planning in late Winter/early Spring 2026
3. Target system go-live for Quarter 4 (first payroll in October)

Staff Recommendation: Move to forward to Common Council to approve the 2026 Subscription Services Agreement with Paylocity, not to exceed \$21,250, and execution of resultant Form A-222, IRS Form 8655, and Tax Service Waiver Form.

Subscription Services Agreement

This Subscription Services Agreement (the “SA”, together with the Order, the “**Agreement**”) is entered into by and between the legal entity identified in the applicable Order (“**Client**”) and Paylocity Corporation (on behalf of itself and its Affiliates, “**Paylocity**”), each a “**Party**” and collectively the “**Parties**,” as of the earlier of the applicable Order Effective Date or Client’s access to the Services (“**Effective Date**”).

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE SERVICES, AS DEFINED BELOW, YOU ARE ACCEPTING AND AGREEING TO THIS SA ON BEHALF OF CLIENT. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE ON BEHALF OF CLIENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE WITH ANY OF THE TERMS SET FORTH HEREIN, YOU SHOULD CEASE ACCESSING OR USING THE SERVICES IMMEDIATELY. PLEASE NOTE THAT PAYLOCITY RESERVES THE RIGHT TO REVISE THE AGREEMENT FROM TIME TO TIME UPON NOTICE TO YOU.

THIS AGREEMENT DESCRIBES IMPORTANT OBLIGATIONS OF CLIENT, PARTICULARLY WITH REGARD TO ITS OBLIGATION TO COMPLY WITH LAWS APPLICABLE TO CLIENT. PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THE SERVICES, OR CONTINUING TO DO SO, YOU ACKNOWLEDGE AND AGREE TO THESE LIMITATIONS.

SECTION 1: ACCESS TO AND USE OF THE SERVICES

1.1 Definitions; Services.

- a. “**Subscription Services**” means Paylocity’s proprietary software-as-a-service offerings leveraging its human resources, payroll, and spend management platforms, as applicable as identified in an Order.
- b. “**Professional Services**” means certain implementation and configuration services as identified in an Order or as otherwise requested by the Client and delivered by Paylocity in connection with the Subscription Services (“**Professional Services**”). Professional Services shall be governed by the Agreement and the Professional Services Terms incorporated herein and made available [here](#) (“**Professional Services Terms**”).
- c. “**Order**” means a Paylocity-issued ordering document signed by Client (or its Affiliate, as permitted under Section 1.5(b)) that describes the Services and is governed by the SA.
- d. “**Services**” means, collectively, the Subscription Services, Professional Services, documentation or materials provided by Paylocity that relate to the Services, and any other services and equipment specified in an Order, as provided by Paylocity or one of its Affiliates.

1.2 Licenses; Scope of Use.

- a. Subject to the terms of the Agreement, Paylocity hereby grants Client a limited, revocable, nonexclusive, non-sublicensable, non-transferable license to access and use the Services during the Subscription Term, as defined below, solely for Client’s internal business purposes and in accordance with the terms of the Agreement (including all terms incorporated therein). In the event that Client enables a feature, functionality or module as made available by Paylocity within the Service, the Agreement shall apply even if such feature, functionality or module is not expressly identified in the Order.
- b. Scope of Use. The Services include functionality for use by Client’s full-time and part-time employees, contingent laborers, contractors, and any other individuals who are authorized by Client to access and use the Services (“**Authorized Users**”). Client may designate certain Authorized Users as administrators with additional permissions to act on behalf of Client under the Agreement. In order to access the Services through a mobile app or a web browser, Authorized Users may be required to agree to be bound by the Paylocity Platform End User License Agreement, set forth within the application (the “**EULA**”). Client is responsible for Authorized Users’ access to and use of the Services, and Client will be liable for all breaches of the Agreement by an Authorized User Client permits to use the Services on its behalf, and for any breach of the EULA by any Authorized User.

1.3 Limitations on Use. The limitations and restrictions set forth in this Section 1.3 (Limitations on Use) will apply to Client’s access to and use of the Services.

- a. License and Use Restrictions. Client will not and will not permit or authorize any Authorized User or third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, firmware, or underlying structure, ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services, or any portion thereof; (iii) copy (except for archival purposes), rent, lease, resell, distribute, pledge, assign, or otherwise transfer or allow any lien, security interest, or other encumbrance on the Services; (iv) use the Services as service provider, for timesharing or service bureau purposes, or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with, or disrupt the integrity or performance of or otherwise attempt to gain

unauthorized access to the Services or related systems, hardware, or networks, or any content or technology incorporated in any of the foregoing; (vi) remove, obscure, or alter any proprietary notices or labels of Paylocity, its licensors, or other service providers on the Services or any related documentation; (vii) create internet “links” to the Services, except to facilitate access by its Authorized Users; (viii) “frame” or “mirror” the Services on any other server, or wireless or internet-based device enabling access to the Services for a third party; or (ix) access or use the Services or related documentation to build or support, directly or indirectly, products or services competitive to Paylocity. Client will not provide access to any Services to any person who is not an Authorized User. Client will use the Services strictly in accordance with the terms of the Agreement and such use is subject to any restrictions, use levels, or additional terms and conditions set forth in the Order, including the Service Specific Terms (available [here](#) and incorporated herein).

- b. Acceptable Use Policy. Client will not, and will not permit or authorize any Authorized User or third party to, use the Services: (i) in violation of any applicable law, for any illegal or fraudulent activity or for any activity outside the scope of use expressly permitted hereunder; (ii) to violate the rights of others; (iii) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or “spam”); or (vii) in any manner that damages, disables, overburdens, or impairs any of Paylocity’s websites, servers, or otherwise interferes with any other party’s use of the Services.

- 1.4 Account Security. Client is responsible for ensuring that each Authorized User maintains the confidentiality of the Service credentials and other account information that an Authorized User uses or creates to access or use the Services (collectively, the “**Service Credentials**”). Client will be fully responsible for administering Service Credentials, including assignment, maintenance, and removal of access to Authorized Users, and for any and all activities that occur under the Service Credentials. Client agrees to immediately notify Paylocity of any unauthorized uses of any Client passwords or accounts or any other breach of security with respect to the Services of which it becomes aware. Paylocity will not be liable for any loss or damage arising from Client’s failure to comply with Client’s account security obligations and this Section 1.4, including as it relates to fraudulent activity occurring under the Service Credentials. Notwithstanding the foregoing, Paylocity retains the right to require minimum security requirements for Service Credentials and access to the Services.

- 1.5 Affiliate Use of Services. Affiliates, as defined below, may only access the Services as follows:

- a. If Client wishes to permit one or more of its Affiliates to access or use the Services pursuant to the SA in effect between Client and Paylocity, Client: (i) must identify each such Affiliate in an Order signed by Client; (ii) agrees that Client is fully responsible and liable for each Affiliate’s use of the Services in compliance with the terms of the Agreement; (iii) agrees that Client is fully responsible for each Affiliate’s funding obligations hereunder; (iv) shall fully cooperate with Paylocity in enforcing all of Paylocity’s rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches the Agreement and (v) represents and warrants that it has all requisite authority to enter into such Order on behalf of each such Affiliate. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity, where “**control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. If Client wishes to add additional Affiliates per the foregoing, Client may request a new Order identifying the applicable Affiliates to be added.
- b. If an Affiliate wishes to purchase Services from Paylocity directly, Paylocity may enter into a separate Order with such Affiliate for the purchase and performance of Services, provided that: (i) Affiliate signs an Order that incorporates by reference the terms of the SA in effect between Client and Paylocity and agrees to take on all of the rights and obligations of the Client under such SA in connection with the Order (ii) the following terms shall apply to any such Order: (a) Affiliate represents and warrants that it has all requisite rights and authority to enter into such Order pursuant to the SA and (b) Affiliate agrees that it is fully responsible and liable for its use of the Services in compliance with the terms of the Agreement, including all funding obligations thereunder. For clarity, in the case of an Affiliate purchase as set forth in this Section 1.5(b), the Subscription Term shall be as set forth in the applicable Affiliate Order.

- 1.6 Intellectual Property.

- a. Ownership. Client acknowledges that, as between the Parties and subject to the licenses in Section 1.2 (Licenses; Scope of Use), Paylocity owns any and all right, title, and interest in and to the Services and Usage Data, including all Intellectual Property Rights therein. As between the Parties and subject to the licenses in Sections 4.1 (Client Marks) and 4.2 (Client Data), Client owns all right, title, and interest in the Client Data and Client Marks, and all Intellectual Property Rights therein. “**Intellectual Property Rights**” means: (i) copyrights and other rights associated with works of authorship; (ii) trademark and trade name rights and similar rights including all goodwill associated therewith; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; and (v) all registrations, applications, renewals, extensions, continuations, divisions, or reissues now or in the future under the laws of any jurisdiction.
- b. Feedback. If Client or any of its Authorized Users provide Paylocity with suggestions, comments, or feedback regarding the features, functionality, or usability of the Services, or related documentation (“**Feedback**”), Client agrees that Paylocity shall own such Feedback and

shall be free to use, disclose, reproduce, license, or otherwise distribute the Feedback.

- 1.7 Updates. The Services may be updated, modified, or enhanced from time to time as required by Paylocity in its reasonable discretion, including to make improvements or upgrades to, or provide bug fixes for, the Services. Such changes shall be applied consistently across similarly situated Paylocity clients.

SECTION 2: TERM AND TERMINATION

- 2.1 Subscription Term. The SA begins on the Effective Date and will continue in effect until terminated as set forth herein. Each Order shall be effective for the period specified therein and the initial term for access to and use of the Services shall be as described in the applicable Order (“**Initial Subscription Term**”). Notwithstanding the foregoing, by accessing or using the Services at any time, Client agrees to be bound by and comply with the terms of the Agreement. After the Initial Subscription Term, the Services will renew automatically for the period specified in the Order (each a “**Renewal Term**”) unless either Party gives written notice to the other of its intent to not renew the Subscription Services in accordance with the notice periods specified in the applicable Order. The Initial Subscription Term and any Renewal Terms are collectively referred to herein as the “**Subscription Term**.”

2.2 Termination; Service Suspension.

a. Termination.

- i. Either Paylocity or Client may terminate the Agreement upon written notice to the other Party: (i) if the other Party is in breach of the Agreement, and fails to cure that breach within 30 days of receiving written notice thereof, or (ii) effective immediately if the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If an Order is terminated pursuant to this Section 2.2 (Termination; Service Suspension), the SA shall remain in effect solely with respect to any remaining Order.
- ii. In addition to the foregoing, Paylocity may also terminate the Agreement effective immediately upon written notice to Client: (i) if Client is in breach of its obligations under Sections 1.2 (Licenses; Scope of Use) or 1.3 (Limitations on Use); or (ii) Client is operating in an industry or jurisdiction that is or becomes a prohibited industry or jurisdiction such that Paylocity cannot deliver Services to Client due to a potential violation of applicable laws or regulations as determined by Paylocity in its reasonable discretion.
- iii. Subject to payment of any termination fees specified in the applicable Order(s) (“**Termination Fees**”), Client may terminate an Order for convenience at any time by providing written notice to Paylocity. If all Orders governed by an SA are terminated, the SA shall also terminate at such time.

b. Service Suspension.

- i. Paylocity may immediately suspend Client’s access to (and/or Paylocity’s delivery of) the Services (1) pursuant to the terms of the Order, (2) if Client fails to communicate with Paylocity or provide required information needed by Paylocity to provide Services, or (3) Client otherwise ceases use of the Services to process payroll, if applicable.
- ii. In the event of suspension of Services hereunder, Paylocity will notify Client and provide Client with 24 hours from the time of notice to remedy the issue giving rise to the suspension, and Service Fees will continue to accrue during any such period of suspension. If Client fails to timely rectify the issue in accordance with the foregoing, Paylocity may terminate the SA effective immediately without any further liability and Section 2.3 (Effect of Termination) shall apply.

2.3 Effect of Termination.

- a. Upon termination or expiration of the SA or any Order, Client will immediately: (a) cease use of the applicable Service(s); (b) become solely responsible for any payment obligations to third parties owed relating to a Service (including, without limitation, tax filings); (c) except in the case of a termination by Client for Paylocity’s uncured material breach of the Agreement pursuant to Section 2.2(a)(i) above, pay any applicable Termination Fees; (d) reimburse Paylocity for any payments made hereunder on Client’s behalf to any third party; (e) pay any and all fees and charges for the Services rendered or made available prior to the effective date of termination; and (f) promptly return to Paylocity or destroy (with certification of destruction) all Paylocity Confidential Information, as defined in Section 5 (Confidentiality), including any documentation relating to the Services. Notwithstanding the obligations in subsection (f), Client shall not be required to destroy copies of Confidential Information stored on backup disks or systems that are automatically produced in the ordinary course of business and which are not accessible from employee workstations, provided that any such Confidential Information so retained will be held subject to the obligations of Section 5 (Confidentiality) for so long as it is retained.
- b. Client agrees that Paylocity shall be entitled to recoup all of the foregoing fees and amounts due pursuant to this Section 2.3 in accordance with the funding obligations specified in the applicable Order.

- c. The following provisions will survive any termination of the SA: Section 1.6 (Intellectual Property), Section 2.3 (Effect of Termination), Section 2.4 (Extended Access to Data), Section 5 (Confidentiality), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 10 (Client Funding), Section 11 (Governing Law; Venue), and Section 12 (Miscellaneous).

2.4 **Extended Access to Data.** For up to one (1) year following the effective date of termination or expiration of the applicable Order (“**Data Access Period**”), Client may request continued access to Client Data subject to additional fees as identified in a separately signed Order for such access, if required by Paylocity at the time of purchase (“**Extended Access**”). Upon the conclusion of the Data Access Period, Paylocity will delete or anonymize such Client Data in accordance with its standard data retention policies.

SECTION 3: SERVICE FEES AND CHARGES

- 3.1 **Fees.** Client agrees to pay the fees for Services and other charges pursuant to the Agreement (“**Service Fees**”).
- 3.2 **General.** Service Fees paid for all Services are non-refundable and non-cancellable. Client acknowledges that Service Fees are payable in full in accordance with the terms of the applicable Order regardless of whether Client accessed or used a Service during such period. Late payments shall be subject to an interest charge at the rate of 1.5% per month, and Client shall be responsible for all of Paylocity’s costs of collection of amounts due hereunder, including, without limitation, attorneys’ fees.
- 3.3 **Ancillary Service Fees.** Paylocity may deliver ancillary services in accordance with its standard procedures in order to fulfill the Services hereunder (which may include, without limitation, those related to late funding, insufficient funds notification and processing, emergency payment requests, tax registration, and amended tax returns) and in such cases, (i) those ancillary services will be deemed “Services” hereunder and (ii) Paylocity will charge any related fees to Client from time to time at the applicable rates as they occur.
- 3.4 **Fee Disputes.** Client must notify Paylocity in writing if Client disputes any portion of the Service Fees within 30 days of the applicable invoice date. Paylocity shall use commercially reasonable efforts to resolve any such dispute promptly. If Client does not provide Paylocity with such requisite written notice, Client will not be entitled to dispute the fees paid or payable under the applicable invoice.
- 3.5 **Taxes.** Client is responsible for the payment of all taxes including those assessed for prior periods relating to the provision of the Services where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by the applicable taxing authorities.

SECTION 4: CLIENT MARKS, CLIENT DATA; SECURITY AND PRIVACY

- 4.1 **Client Marks.** If Client provides Paylocity with one or more of its trademarks, trade names or logos (“**Client Marks**”) for use in connection with the Services, Client grants to Paylocity a nonexclusive, non-transferable, worldwide license to use, reproduce, and display and distribute the Client Marks solely in connection with Paylocity’s performance of the Services.
- 4.2 **Client Data.** “**Client Data**” means any data or data files of any type that are uploaded or provided by Client for storage or processing in connection with the Services, and the content of any outputs created by Client or its Authorized Users through use of the Services that is based on Client Data, except Usage Data. Subject to Paylocity’s intellectual property rights contained in Section 1.6 (Intellectual Property), Client retains ownership of Client Data but grants Paylocity a nonexclusive, non-transferable, worldwide license to use, reproduce, and display Client Data for the purpose of operating, performing and maintaining the Services and for Paylocity’s obligations to comply with all applicable laws. Client will ensure that Client Data, and Authorized Users’ use and provision thereof to Paylocity, will not violate any limitations on use set forth in Section 1.3 (Limitations on Use) or any applicable law.
- 4.3 **Accuracy of Client Data and Information.** Client is solely responsible for reviewing and verifying the content, accuracy, and integrity of all Client Data. Client will provide Client Data to Paylocity in a form, at a time, and by the method specified by Paylocity. It is Client’s responsibility to review payroll data, spend management data, and/or other information prior to processing and to promptly identify any errors. Client acknowledges that Paylocity is entitled to rely conclusively on all Client Data, and Paylocity does not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of any Client Data. Notwithstanding the foregoing, if Client Data provided to Paylocity is incorrect, incomplete, or not in proper form, and Paylocity agrees to make corrections to such data on Client’s behalf, Client agrees to pay Paylocity additional fees associated with making such corrections. Notwithstanding the foregoing, Client is solely responsible for any applicable penalties, fines, missed payments, judgments, or losses due to incorrect coverage, or any other losses incurred that result from incorrect, incomplete, or untimely Client Data.
- 4.4 **Usage Data.** “**Usage Data**” means (a) any aggregated and anonymized data that may be generated or derived from Client Data or Client’s use of the Services that cannot be used to identify or would not reasonably be expected to identify Client or any individual as the source of such data, and (b) any data specific to the commercial interactions between Paylocity and Client.
- 4.5 **Data Privacy and Security.**
- a. The Services involve transmissions of Client Data and other information over the Internet through a website hosted by or on behalf of Paylocity. Paylocity will use encryption and other industry-standard safeguards to protect such information when being transmitted over

the Internet. Notwithstanding the foregoing, Client acknowledges that neither the security of transmissions over the Internet nor of the Client's hardware used to access the Internet can be guaranteed by Paylocity.

- b. Paylocity will implement physical, technical, and administrative safeguards to maintain the security of Client Data used by Paylocity to perform the Services while in Paylocity's control.
- c. Paylocity will process Client Personal Information (as defined in the DPA) in accordance with the Paylocity Data Protection Addendum ("DPA") which is available [here](#).
- d. Client is responsible for securing, paying for, and maintaining connectivity to the Services via the Internet, including any related hardware, software, third party or ancillary services, and equipment and components for such connectivity, and other applicable applications that may relate to Client's use of the Services ("Client Systems"). Paylocity will have no liability for such Client Systems, and Client will not be excused for any of its obligations under the Agreement due to the quality, speed, or interruption arising from the Internet or Client Systems. Client will be solely responsible for maintaining the security of its Client Systems.
- e. Client acknowledges that it is solely responsible for ensuring compliance with any legal or regulatory data retention requirements applicable to its business. Paylocity shall have no responsibility for such compliance.

SECTION 5: CONFIDENTIALITY

- 5.1 **Definition.** "**Confidential Information**" means non-public, confidential, or proprietary information provided by or made available by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with the subject matter of the Agreement that (a) is labeled or designated in writing as confidential or proprietary; (b) the Receiving Party is advised is proprietary or confidential; or (c) in view of the nature of such information and/or the circumstances of its disclosure, the Receiving Party knows or reasonably should know is confidential or proprietary, regardless of the form in which such information is conveyed. Paylocity's Confidential Information includes, without limitation, Service pricing, Service documentation and technical specifications related to the Services.
- 5.2 **Exclusions.** Confidential Information does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in breach of this Section 5; (b) was in the Receiving Party's possession without restriction prior to its receipt from the Disclosing Party; (c) is independently developed by the Receiving Party without use of or access to any Confidential Information of the Disclosing Party; or (d) is disclosed to the Receiving Party from any third party on a non-confidential basis, except where such disclosure constitutes a wrongful or tortious act by the third party.
- 5.3 **Protection, Non-Use, and Non-Disclosure of Confidential Information.** The Receiving Party will not use or disclose to any third party any Confidential Information disclosed to the Receiving Party by or on behalf of the Disclosing Party except to the extent required: (a) to perform or receive the benefit of the Services; (b) to enforce its rights under the Agreement, or (c) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The Receiving Party will safeguard such Confidential Information to the same extent that the Receiving Party safeguards its own Confidential Information, but in any case, will exercise at least reasonable care.

SECTION 6: REPRESENTATIONS AND WARRANTIES

- 6.1 **Mutual Representations and Warranties.** Throughout the Subscription Term, each Party represents and warrants to the other that it has full power and authority to enter into the Agreement and to perform its obligations hereunder, and that the entering into of the Agreement and the performance of its obligations hereunder does not violate, and will not be in conflict with, any provision of its articles of incorporation, bylaws, or other governing documents, or any contract or agreement with a third party.
- 6.2 **Client Representations and Warranties.** Client represents and warrants that at all times during the Subscription Term: (a) it will use the Services in compliance with all applicable laws; and (b) it has all rights and permissions necessary to provide the Client Data and Client Marks to Paylocity.
- 6.3 **Warranty Disclaimer.** EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 6:
 - a. PAYLOCITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE; AND
 - b. PAYLOCITY MAKES NO WARRANTY THAT THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES PAYLOCITY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; AND
 - c. PAYLOCITY IS NOT AN ACCOUNTING OR LAW FIRM AND NO SERVICES WILL BE CONSTRUED BY CLIENT AS TAX, ACCOUNTING OR LEGAL ADVICE, NOR WILL PAYLOCITY BE DEEMED A FIDUCIARY OF CLIENT. ACCORDINGLY, CLIENT UNDERSTANDS THAT IT IS CLIENT'S RESPONSIBILITY TO PAY ANY FEE OR PENALTY ASSESSED BY THE INTERNAL REVENUE SERVICE OR OTHER STATE OR FEDERAL REGULATORY

AGENCY. IT IS CLIENT'S SOLE RESPONSIBILITY AND DUTY TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS RELATED TO CLIENT'S BUSINESS, AND ENGAGING PAYLOCITY TO PERFORM THE SERVICES DOES NOT RELIEVE CLIENT OF ANY SUCH OBLIGATION.

SECTION 7: INDEMNIFICATION

- 7.1 Client Indemnification. Client will defend Paylocity and its licensors from and against any claim, action, demand, or proceeding brought by a third party (each, a "**Claim**") and will hold harmless and indemnify Paylocity against any resulting Losses that arise from or relate to: (a) the actions or omissions of Client in connection with its use of the Services, including any Claims brought by any Client personnel or Authorized Users, or dependents or heirs of such Client personnel or Authorized Users, arising out of Client's use of the Services; (b) Client's negligence, willful misconduct, or failure to comply with applicable laws in connection with the subject matter of the Agreement, (c) a Claim alleging that the Client Data or Client Marks infringe or otherwise misappropriate the Intellectual Property Rights or other proprietary rights of a third party; or (d) Client's use of a Third-Party Service, as defined in Section 9.1 (Third-Party Services), through any integration with the Subscription Services. "**Losses**" means damages that are finally awarded by a court of applicable jurisdiction, or amounts agreed to in settlement by the indemnifying party.
- 7.2 Paylocity IP Infringement Indemnification. Paylocity will defend Client against a Claim alleging that the Subscription Services infringe a third party's United States patent or registered copyright or misappropriate such third party's trade secret (each, an "**IP Claim**"). Paylocity will indemnify Client against any Losses to the extent resulting from such IP Claim. Notwithstanding the foregoing, Paylocity shall have no obligation to indemnify and shall have no liability under this section to the extent (a) that an IP Claim arises from: (1) any software, hardware or components not owned by Paylocity, including Third-Party Services; (2) use of the Subscription Services in combination with other equipment, software or services; (3) any modification to the Subscription Services made by or on behalf of Client or any other third party; (4) Client's failure to install any updates to or new versions of the Subscription Services made available by Paylocity; (5) use of the Subscription Services other than in the manner expressly authorized under the Agreement; (6) Client Data, Client Marks or other Client content or materials provided to Paylocity or otherwise processed by the Services or (b) that Client is in breach of the Agreement. If Client's right to continue using the Subscription Services is likely to be enjoined, at Paylocity's sole discretion, Paylocity may (i) attempt to obtain the right for Client to continue to use the infringing Subscription Service; or (ii) replace or modify the infringing Subscription Service so that it no longer infringes but functions in a substantially equivalent manner; or (iii) if neither (i) or (ii) is commercially practicable, Paylocity shall have the right to terminate the Agreement (or the applicable affected Order) and the rights and licenses granted hereunder upon written notice to Client and shall refund to Client any pre-paid amounts for the Subscription Service not yet incurred for the period following the effective date of termination. THE PROVISIONS OF THIS SECTION 7.2 AND SECTION 7.3 STATE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND PAYLOCITY'S ENTIRE LIABILITY WITH RESPECT TO ANY IP CLAIM.
- 7.3 Indemnification Procedure. The Party seeking indemnification under this Section 7 will: (a) give the indemnifying Party prompt written notice of the Claim, (b) tender to the indemnifying Party control of the defense and settlement of the Claim (provided that a settlement may not impose on the indemnified Party any costs or obligation to admit liability without its prior, written consent), and (c) cooperate with the indemnifying Party in defending or settling the Claim. The indemnified Party will have the right to participate in any indemnification action or related settlement negotiations using counsel of its own choice at its own expense.

SECTION 8: LIMITATION OF LIABILITY

- 8.1 IN NO EVENT SHALL PAYLOCITY BE LIABLE TO CLIENT, ITS AFFILIATES, THEIR RESPECTIVE AUTHORIZED USERS OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, BUSINESS INTERRUPTION, THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES, OR ANY DAMAGES TO THE EXTENT CAUSED BY CLIENT DATA, CLIENT SYSTEMS, OR CLIENT'S APPLICATIONS, CLIENT'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CLIENT'S INTRODUCTION OF MALICIOUS CODE, OR FOR ANY ACTIONS TAKEN BY PAYLOCITY AT CLIENT'S DIRECTION, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 8.2 IN NO EVENT SHALL PAYLOCITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PAYLOCITY FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTH PERIOD DIRECTLY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SECTION 9: THIRD-PARTY SERVICES

- 9.1 Third-Party Services. Paylocity may provide the capability for Client to link or integrate Subscription Services with certain third-party products or services not owned by Paylocity ("**Third-Party Services**"). Such Third-Party Services shall be provided in accordance with the terms of the Order, or Section 9.2 (API). Client shall enter into a separate agreement with the third party providing the Third-Party Services. Paylocity is not responsible for and does not endorse any such Third-Party Services and disclaims any and all liability arising from or relating to the use of such Third-Party Services by or on behalf of Client.

- 9.2 API. If included in an Order, Client may access and use certain pre-existing application programming interfaces created by or on behalf of

Paylocity for the purpose of facilitating the integration of the Subscription Services with a Third-Party Service (each, an “API”) subject to the applicable API End User License Agreement and Paylocity Developer Tools Terms of Service found [here](#).

- 9.3 Client is responsible for all rights, obligations, and liabilities related to any of its Third-Party Services provider’s access, use, handling, processing, storage, disclosure, and deletion of Client Data, as outlined in a separate agreement between Client and such Third-Party Services provider.

SECTION 10: CLIENT FUNDING

- 10.1 Obligation to Remit Funds. Client is responsible for remitting timely funds to Paylocity for the performance of certain Services in accordance with the applicable terms set forth in the Agreement.

SECTION 11: GOVERNING LAW; VENUE

- 11.1 The Agreement and all matters arising out of or related to the Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to the Agreement shall be initiated in a United States federal or state court located in the State of Illinois, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement.

- 11.2 Tribal Entity Clients. If Client is a Governing Tribal Entity (as defined below), Client hereby irrevocably waives all immunity (whether on the basis of sovereignty or otherwise) from suit, judgment, damages, liabilities, jurisdiction, attachment (both before and after judgment) and execution to which it might otherwise be entitled in any action or proceeding in any court, arbitration, or other forum, arising out of or in connection with the Agreement (and any breach thereof) and agrees that it will not raise or claim or cause to be pleaded any such immunity at or in respect of any such actions or proceeding. Client expressly acknowledges and agrees that Paylocity is not subject to the jurisdiction of Client’s tribal court or any similar tribal forum. For purposes of the Agreement, “**Governing Tribal Entity**” may include, but is not limited to, authorized person, tribal legislative body, tribal council, tribal committee, bureau of Indian affairs, village council, or tribal business committee.

- 11.3 U.S. Government Clients and Authorized Users. As defined in FAR section 2.101, the Services are “commercial items” and, according to DFAR section 252.227-7014(a)(1) and (5), are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

- 11.4 Export. The Services are subject to U.S. and local export control and sanctions laws. Client acknowledges and agrees to the applicability of such laws, and will not receive, use, transfer, export or re-export any Services, or any components thereof, in a way that would cause Paylocity to violate such laws. Without limiting the foregoing, Client or its Affiliate may not use the Services if: (1) it is in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or are on the U.S. Treasury Department’s Specially Designated Nationals List or the U.S. Commerce Department’s Denied Persons List, Unverified List or Entity List or (2) it intends to make the Services available for use in Cuba, Iran, North Korea, Sudan or Syria (or by a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

SECTION 12: MISCELLANEOUS

- 12.1 Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party, except that consent shall not be required if the Agreement is assigned by Paylocity in connection with a merger, acquisition, change of control, or sale of all or substantially all of the assets to which the Agreement relates. Any purported assignment or delegation in violation of this Section will be null and void.

- 12.2 Force Majeure. Neither Party will be deemed in breach hereunder for any interruption or delay in the performance of its obligations hereunder (not including any payment obligations) if the interruption or delay is due to unforeseen events which are beyond the reasonable control of such Party (each, a “**Force Majeure**”), which may include strikes, blockade, war, terrorism, riots, pandemics, epidemics, or natural disasters, insofar as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to reasonably prevent or avoid it.

- 12.3 Publicity. During the Subscription Term and at all times after its termination or expiration, Client must not make any media release or other public announcement relating to or referring to the Agreement without Paylocity’s prior written consent. Client acquires no right to use, without Paylocity’s prior written consent, the terms or existence of the Agreement, the names, trademarks, service marks, or copyrighted materials of Paylocity in any advertising, publicity, press release, presentation, or promotion. Paylocity may identify Client as a Paylocity customer and use Client’s name, trademark, and logo in any and all media, including (without limitation), Paylocity’s advertising material, marketing materials, websites and lists of Paylocity customers.

- 12.4 Limitation of Actions. No action arising under or in connection with the Agreement may be brought by Client more than two (2) years after Client becomes or should reasonably have become aware of the events giving rise to the cause of action.
- 12.5 Notices. Any legal notice required or permitted under the Agreement will be in writing and sent to Client at the address set forth in the Order or to the email address set forth in the Client's account within the Subscription Services and sent to Paylocity at Paylocity Corporation, Attn; Legal Department, 1400 American Ln, Schaumburg, IL 60173 or to legalnotices@paylocity.com. Such notice will be deemed to have been received by the addressee upon: (a) personal delivery; (b) the second business day after being mailed or couriered, postage or delivery pre-paid; or (c) the day of sending by email (if sent on a business day, or else on the next business day), except for notices of breach (other than for non-payment) or an indemnifiable claim, which for clarity must be made by mail or courier, postage or delivery pre-paid. Notwithstanding the foregoing, Paylocity may also provide notices related to products and Services and changes to the terms of the Agreement electronically via postings on its website, in-product notices, or on its self-service portal or administrative center, as applicable.
- 12.6 Authorization to Review Credit. Client understands that the Agreement may be considered as an application for credit and hereby authorizes Paylocity to review the credit of Client, including reports from credit bureaus, references, bank account ownership and status, bank account transaction history, and other available financial information.
- 12.7 Integration; Order of Precedence. The Agreement sets forth the entire agreement between Client and Paylocity relating to the Services and supersedes all prior and contemporaneous oral and written agreements. Client agrees that its purchase of any Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Paylocity regarding future functionality or features. If there is a conflict between the SA and other agreements or ordering documents referenced herein, the following order of precedence will control: (a) the DPA (solely with respect to the Parties' obligations to protect personal data, subject to the Limitation of Liability and other terms contained herein); (b) the Service Specific Terms (but only with respect to the applicable Service); (c) the SA; and (d) the Order or other Paylocity ordering document (but only with respect to the applicable Service). Client's additional or different terms and conditions will not apply, whether included in a purchase order or otherwise. Paylocity reserves the right to update the terms of the Agreement from time to time (provided that the version and date of such update shall be identified in the document).
- 12.8 Waiver; Enforceability. No waiver will be implied from conduct or failure to enforce or exercise rights under the Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived. If any portion of the Agreement is determined to be invalid, illegal, or unenforceable, the remainder of the Agreement shall nonetheless remain in full force and effect.

Service Specific Terms

The following Service Specific Terms (“**SST**”) apply to certain Services when such Services are included in an Order or otherwise accessed or enabled by Client. The SST are incorporated into the terms of the applicable Paylocity Corporation Subscription Services Agreement and Order (collectively the “**Agreement**”), and any capitalized terms used but not defined below shall have the meanings ascribed to them in the Agreement. Notwithstanding anything to the contrary in the SA, Paylocity reserves the right to update the SST at any time and the version and date of such update shall be identified herein.

1. Payroll Services
2. Time and Labor Services
3. Affordable Care Act (ACA) Services
4. ASO/HR Edge Services
5. Employment and Income Verification Services
6. Recognition & Rewards Service
7. On Demand Pay Service
8. Integration Services; API Access
9. Market Pay Services
10. Learning Management Services
11. Benefits Decision Support
12. Mineral Services
13. Access Management Services
14. Headcount Planning
15. Early Access Features; No-Charge Services
16. Chatbots
17. PuzzleHR Implementation Services
18. Asset Management Services
19. Spend Management Services
20. Recruiting
21. Managed Payroll Services
22. Garnishment Management Services

1. Payroll Services

Paylocity may deliver certain payroll-related and tax-related services in the United States (“**Payroll Services**”). For purposes of Payroll Services, the funding and banking requirements outlined in this Section 1 shall apply.

1.1 Nacha Operating Rules

- a. For any service including an electronic funds transfer to be made across the Automated Clearing House network (each an “**ACH Transaction**”), Client will be designated as the “**Originator**,” as defined in the National Automated Clearing House Association (“**Nacha**”) Operating Rules, as may be amended from time to time by Nacha (the “**Operating Rules**”);
- b. Client authorizes Paylocity to initiate ACH Transactions on its behalf as directed by Client;
- c. Client shall comply with the Operating Rules as applicable to Originators with regard to any and all fund transfers hereunder and shall comply with all applicable laws in initiating ACH Transactions;
- d. Client will indemnify, defend, and hold Paylocity and each Originating Depository Financial Institution, as defined in the Operating Rules, harmless from and against any Claim arising from Client’s violation of this Section 1.1; and

- e. Paylocity reserves the right to conduct an annual audit to confirm Client's compliance with the terms of this Section 1 (or more frequently based on Paylocity's reasonable suspicion of noncompliance).
- 1.2 Debited Funds. For any payroll processed with total liabilities of less than \$1 million, (a) Paylocity will debit Client's bank account for all ACH Transactions one banking day prior to the applicable payroll check date and (b) Paylocity requires all amounts to be available for withdrawal from Client's account at least two business days prior to the applicable payroll check date. In the event the total amount of funds is not available one banking day prior to the applicable check date: (a) Paylocity will charge Client a \$100.00 fee; (b) Client must wire all outstanding funds to Paylocity's specified bank account by 2 PM CT on the same business day of the date of notification by Paylocity of the insufficient funds; and (c) if such funds are not wired to Paylocity in accordance with the foregoing, Paylocity reserves the right to suspend the Services or terminate the Agreement as set forth in the SA and SST. The foregoing is in addition to any other rights Paylocity may have under this Agreement or under applicable law.
- 1.3 Wire Transfer Funds. Notwithstanding the provisions of Section 1.2 (Debited Funds), Client must initiate a wire transfer of all funds one banking day prior to the applicable check date for any payroll processed when: (a) total payroll-related liabilities exceed \$1 million and/or total tax-related liabilities exceed \$1 million; (b) Paylocity is not performing tax services for Client; (c) Client does not meet (or no longer meets) Paylocity's credit standards; (d) Client has failed to meet its funding obligations due to the return or rejection of an ACH Transaction; or (e) Client processes payroll and the majority of its workforce is set up as Form 1099 contractors. In the event all funds are not received by Paylocity in accordance with this Section 1.3, all payroll and tax liabilities (including, without limitation, direct deposit and bank checks) will remain on hold and will not be processed by Paylocity until all funds have been received via a successful wire transfer.
- 1.4 Right to Hold Funds, Setoff. Paylocity reserves the right to hold funds resulting from a void (reversal) for six banking days to mitigate the risk of returned ACH Transactions for payroll liabilities or Authorized User reversals. Client grants Paylocity the right to set off with any funds retained by Paylocity for purposes of remitting payments or making payments to Authorized Users, taxing authorities, or other third-party agencies. Paylocity may allocate funds remitted or otherwise made available to it by Client to any amounts owed to Paylocity hereunder as Paylocity deems appropriate in its sole discretion.
- 1.5 Sufficient Funds. In connection with the Payroll Services subject to this Section 1, Client agrees as follows:
- All Client-designated bank accounts will have sufficient funds to pay Client's third-party obligations in relation to the Payroll Services (i.e., payroll payments, taxes, agency, or other obligations) within the time periods set forth in this Section 1 in order to satisfy Client's third-party obligations in their entirety.
 - If Client fails to have sufficient funds to pay such third-party obligations including, without limitation, penalties, or other fees, then Client shall be responsible for all of Paylocity's costs of collection of amounts due hereunder, including, without limitation, attorneys' fees, and costs.
 - Paylocity reserves the right to reverse Authorized User transactions and/or tax payments for which funds have not been received from Client.
- 1.6 Client Authorizations and Responsibilities
- Client authorizes Paylocity to (1) act as an agent of Client solely with respect to Payroll Services in order to pay Authorized Users designated by Client, via Direct Deposit electronic funds transfer, payroll amounts due and payable to them by Client based on Client Data; (2) serve as a limited agent with respect to tax filings in order to perform payroll tax services which may include, as applicable, tax deposits and filings of federal, state and local employment tax returns; and (3) pay Authorized Users designated by Client via bank check drawn on a bank account maintained by Paylocity solely for this purpose.
 - Client shall be fully responsible for the following: (1) unclaimed property filings and any other escheatment duties within the respective state(s) or jurisdiction(s) Client conducts business; (2) fees assessed by banks as required to cash Authorized User checks; (3) where required by law, ensuring its employees can cash paychecks without incurring a fee; (4) retaining (and providing upon request) copies of each Authorized User authorization form for two (2) years after it expires.
 - Client grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels and banks.
 - Client agrees to execute a "Reporting Agent Authorization" and "FEIN and State Info" in conjunction with using these Payroll Services and agrees to provide timely information to Paylocity regarding changes in deposit frequencies and state unemployment rates.

- 1.7 Service Suspension. In addition to the suspension and termination rights in the SA, and any other rights Paylocity may have under the Agreement, SST, or applicable law, Paylocity may immediately suspend Client's access to (or Paylocity's delivery of) Payroll Services if:
- Client does not have sufficient funds in its account for Paylocity to perform the Payroll Services;
 - Client fails to remit timely Service Fees, payroll, or tax funds to Paylocity, or is otherwise in breach of its funding requirements or other responsibilities and obligations under this Section 1 or the SA;
 - Client uses a bank that is no longer willing to originate debits from Client's account or credits on Client's behalf for any reason or Client otherwise has an account where authorization to debit is terminated, or
 - Client undergoes a material adverse change to its financial condition that Paylocity reasonably believes will impact Client's ability to fulfill its obligations under the SA.
- 1.8 Extended Access. Subject to Section 2.4 of the SA, the Service Fees for Extended Access are \$5 per active Authorized User per year, and the minimum charge for Extended Access is \$1,000. The Extended Access Service Fees are payable prior to the Extended Access being made available to Client.

2. Time and Labor Services

Paylocity may provide certain time and attendance services and related Timekeeping Equipment ("**Time and Labor Services**"). To enable the time and attendance services, Client is required to purchase or lease the Timekeeping Equipment as set forth herein.

2.1 Timekeeping Equipment

- Paylocity operates as an authorized reseller of the Timekeeping Equipment supplier ("**Supplier**"), who develops and manufactures the timekeeping equipment which helps facilitate the Time and Labor Services ("**Timekeeping Equipment**").
- Paylocity (and Supplier, as applicable) has and shall maintain all rights, title and interest in the intellectual property of the Timekeeping Equipment and its software and firmware.
- Client shall use the Timekeeping Equipment and any embedded Paylocity or Supplier software or firmware applications in accordance with the documentation made available to Client by Paylocity.
- Paylocity shall provide support in accordance with Paylocity's Time and Labor Hardware Maintenance Policy found [here](#).
- Client's sole and exclusive remedy for any Timekeeping Equipment failure caused directly by Paylocity shall be for Paylocity, at its sole option, to repair or replace the affected Timekeeping Equipment.

2.2 Leased Timekeeping Equipment

- Title to and all rights in the leased Timekeeping Equipment, and any embedded software and firmware, shall at all times remain vested in Paylocity and/or its licensors, including Supplier.
- Timekeeping Equipment will not become a fixture of any Client facility even if attached to other equipment or real property. Client shall not do or allow anything to occur which might adversely affect Paylocity's (or lessor's) right, title or interest in the Timekeeping Equipment. Client shall not sell, pledge, use as collateral, or otherwise encumber the Timekeeping Equipment.
- At the expiration or earlier termination of the SA or applicable Order, Client shall:
 - Remove and back up all Biometric Data, Personal Information, and any other Client Data and information from the Timekeeping Equipment; and
 - Immediately return all leased Timekeeping Equipment to Paylocity at Client's sole cost and expense, and ensure that the Timekeeping Equipment is reasonably packaged to prevent damage in transit.
- Any damaged, unreturned or unusable Timekeeping Equipment, as so deemed in Paylocity's sole discretion, will be the responsibility of the Client and Paylocity reserves the right to charge Client for the cost of replacement.

2.3 Delivery and Installation

- If Client fails to take delivery or give Paylocity adequate delivery instructions, then without prejudice to any other right or remedy available to Paylocity, Paylocity may:
 - store (or have its carrier store) the Timekeeping Equipment until actual delivery and charge Client for the reasonable costs (including insurance) of storage; or
 - after it becomes clear that Client has no intention to take possession of the Timekeeping Equipment, sell the Timekeeping Equipment at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge Client for any shortfall below the price under the Order.
- Upon Client's receipt of the Timekeeping Equipment, Client shall contact Paylocity for virtual (i.e., videoconference or teleconference) assistance with installation and setup of the Timekeeping Equipment and once completed by Paylocity, the Timekeeping Equipment is deemed successfully installed. On-site

setup and installation will not be provided.

2.4 Biometric Data

- a. Paylocity and Client shall comply with the terms and conditions of its Biometric Information Privacy Act (BIPA) Policy ("BIPA Policy") found [here](#).
- b. All Biometric Data will be considered Client Personal Information.

3. Affordable Care Act (ACA) Services

Client authorizes Paylocity to file forms 1095c and 1094c based on data entered by Client, including employee classifications, status and any other relevant data. Paylocity will serve as a "limited agent" for Client with respect to information return filing with the Internal Revenue Service. Except as expressly provided herein, Paylocity is not an agent of Client, nor is Paylocity in partnership or otherwise affiliated with Client's business. Client also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels. Client agrees to execute a "Reporting Agent Authorization" in conjunction with using these ACA services, and the same Form 8655 used for tax-filing clients is sufficient for ACA reporting. Client agrees to provide timely information to Paylocity regarding any changes in legal name or FEIN.

4. ASO/HR Edge Services

These services are designed to provide general information to employers regarding human resources situations commonly encountered. These services include verbal and written information and guidance on a wide variety of human resources related topics, however Paylocity's services exclude legal representation, legal advice, tax advice, international issues, insurance carrier and insurance policy matters (including but not limited to carrier claims resolution, claims audits, open enrollment materials, benefit summaries, pricing negotiation and specific plan information pertaining to an insurance policy), paperwork (completing and processing forms) and administration (hiring, recruiting, interviews, terminations, disciplinary actions, drafting or writing of custom documents (e.g., handbooks, offer letters, separation agreements, and compensation plans)), provided Paylocity will provide templates and samples (if available), answer questions and offer information about what is typically included in the documents, and provide an overview of legal or regulatory rules. Paylocity will try to provide information, including links to a statute or law, links to governmental regulatory agencies, and any other information it may have available about a given topic, but it will not interpret legal rules or give advice on the law.

5. Employment and Income Verification Services

As part of the Services and at no additional cost to Client and Client's employees, Paylocity (through its vendor) will provide a Fair Credit Reporting Act employment and income verification service for Client's employees who have authorized a third-party verifier to obtain employment and income verification from the employee's employer ("**Verification Service**"). Client may opt out of the Verification Service by having an Administrator contact Paylocity at: employmentverification@paylocity.com and indicate the EIN(s) that Client wishes to opt out of the Verification Service. Unless Client has opted out of the Verification Service, Client authorizes Paylocity to transmit (to its vendor) employment and income verification information sufficient for the vendor to identify the employees who are eligible to receive the Verification Service. Client certifies that it has read the Notice to Furnishers provided to it [here](#). Client understands its obligations as a data furnisher set forth in the foregoing notice and under FCRA, which include duties regarding data accuracy and investigation of disputes, and it certifies it will comply with all such obligations. If an employee disputes the accuracy of the data provided, Client agrees to provide reasonable assistance to Paylocity to resolve the dispute. Client acknowledges that the vendor is solely liable for the services it provides, and that Paylocity is not responsible for the acts or omissions of its vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Client Data on the vendor's systems and/or servers. Client agrees and acknowledges that, by offering the Verification Service, (i) Paylocity is not intending to provide, and its actions should not be construed as providing, legal or financial advice and (ii) Paylocity is not acting in a fiduciary capacity on behalf of Client and/or Client's employees. Nothing in this provision creates any rights under the Agreement to any employee. There are no person(s) intended as third party beneficiaries of the Agreement; and no person or entity (other than Client or Paylocity) will have any right to enforce any part of the Agreement.

6. Recognition & Rewards Service

Client's use of the Recognition & Rewards service includes Recognition, Rewards both cash and digital gift cards ("**Recognition & Rewards Service**").

6.1 Recognition & Rewards Service

- 6.1.1 Client upon placing an Order will need to pre-fund all amounts to be used for the Recognition & Rewards Service.
- 6.1.2 Client is solely responsible for enrolling employees and determining employee eligibility for the Recognition & Rewards Service.

- 6.1.3 Client is solely responsible for specifying any additional limitations or restrictions regarding employee use of the Recognition & Rewards Service as required for Client to comply with laws and regulations applicable to Client.
- 6.1.4 Paylocity may modify the terms of the Recognition & Rewards Service from time to time upon notice to Client, which may be provided electronically or by in product notification.
- 6.1.5 Paylocity can terminate the Recognition & Rewards Service at any time upon notice to Client, which may be provided electronically or by in product notification.
- 6.1.6 Paylocity may suspend and/or terminate Client's access to the Recognition & Rewards Service immediately if there is reasonable suspicion of unauthorized or illegal use, misuse, immediate risk of harm to Paylocity, fraud or change in law.

6.2 Digital Gift Card Rewards:

- 6.2.1 Client may not use the Digital Gift Card Rewards to:
 - a. Redeem Digital Gift Card Rewards for personal use outside of a rewards program offered to Client employees.
 - b. Redirect Digital Gift Card Rewards once delivered to an employee to another employee without written permission by Paylocity.
 - c. market to children under the age of 13 or anyone considered a minor under the laws of their residence.
 - d. encourage or reward the use of:
 - i. Tobacco, marijuana, or vaping products
 - ii. Alcohol
 - iii. Violence, including firearms, weapons, or ammunition.
 - iv. Illegal drugs or non-legally prescribed controlled substances, and drug paraphernalia.
 - v. Items that create consumer safety risks.
 - vi. Pornography or sexually explicit materials.
 - e. Engage in unfair, predatory, or deceptive practices, such as misinformation, multi-level marketing, "get rich quick" schemes, or predatory financial services.
 - f. Use in furtherance of or by any organization that promotes hate, violence, or intolerance based on race, age, gender, sexuality, gender orientation, ethnicity, religion, political affiliation, or citizenship.
 - g. Resell or distribute any Digital Gift Card Rewards.
 - h. Offer as part of contests, lotteries, sweepstakes, gambling or casino loyalty, or online auctions.
 - i. support non-profit or charitable organizations that are not registered as 501(c)(3).
 - j. enable the purchase of cryptocurrencies or other secondary exchanges.
- 6.2.2 Client agrees that available Digital Gift Card Rewards may change. Paylocity agrees it will make commercially reasonable efforts to provide Client with prior written notice of such changes.
- 6.2.3 Client acknowledges that Paylocity has no control over the availability of redemption options and brands of Digital Gift Card Rewards.
- 6.2.4 Digital Gift Cards are final and non-refundable, and Digital Gift Card Rewards may not be canceled, terminated, or forwarded to a subsequent recipient for any reason.
- 6.2.5 Client shall be provided with prior notice if Paylocity and/or its suppliers, due to anti-money laundering regulations, must investigate suspicious, potentially illegal, fraud, or other unauthorized activity related to Client's use of the Digital Gift Card Rewards. Client will cooperate with any such reasonable investigation or preventative measure requests in good faith including, without limitation, promptly providing requested information regarding recipients of the Digital Gift Card Rewards which will be used by Paylocity or its suppliers solely for anti-fraud, anti-money laundering, and regulatory or risk-mitigation purposes.
- 6.2.6 The Digital Gift Card Rewards are each subject to their own respective merchant/supplier branded terms and conditions that govern the redemption, use, and any expiration date or fees of each Digital Gift Card Reward. All such terms and conditions for the Digital Gift Card Rewards are between the respective merchant/supplier and the recipient. Paylocity makes no representation or warranty related to, has no obligation under, and disclaims any liability associated with such supplier terms and conditions.
- 6.2.7 Client represents and warrant that the recipients of the Digital Gift Card Rewards are not and will not be (i) identified on any sanctioned lists; nor (ii) located, organized or ordinarily resident in a country or territory that is subject to sanctions or embargoes of any kind by the U.S.

6.3 Upon termination or expiration of the Recognition & Rewards Service, Paylocity will have the right to use any funds remaining in Client's pre-funded Recognition & Rewards Service to offset any amounts owed to Paylocity or any claim to funds which Paylocity may have against Client in connection with the Agreement.

6.4 Client will comply with all applicable laws and regulations, including but not limited to, wage and hour compliance laws, IRS regulations or other applicable laws and Client further agrees Paylocity will have no liability whatsoever for Client's failure to comply with such laws and regulations.

6.5 Client shall indemnify, hold harmless and defend Paylocity from and against all liability, actions, claims, demands,

losses or damages incurred by Paylocity to the extent caused by, or arising out of Client's (i) use or misuse of the Recognition & Rewards Service and Digital Gift Card Rewards and (ii) failure to comply with any applicable laws or regulations. Any cap on liability or disclaimer of damages contained in the applicable Agreement shall not apply to Client's indemnification obligation in this Section 6.

7. On Demand Pay Service

Paylocity's On Demand Pay Service allows a Client's Authorized Users to access a certain amount of payroll funds in advance of such employee's payroll check date, subject to the limitations contained herein (the "**ODP Service**"). By using the ODP Service, Client agrees to the following:

Client is responsible for ensuring its Authorized Users comply with all in-product notices and requirements associated with use of the ODP Service, including all transaction limits, withdrawal limits, and other restrictions on the ODP Service as required by Paylocity. Client shall fund each payroll cycle in full, inclusive of all advance payroll funds requested by Client or its Authorized Users in connection with the ODP Service (the "**Requested Funds**", and each request of such Requested Funds an "**ODP Transaction**"), and shall ensure all Requested Funds are paid by Client to Paylocity on the earlier of (i) the payroll cycle immediate following the applicable ODP Transaction or (ii) two (2) weeks from the date of the applicable ODP Transaction. Client is responsible for any unpaid fees charged to its Authorized Users in connection with the ODP Service and is responsible for all costs of collection related to Paylocity's actions to recoup such fees from Client. Client will indemnify, defend and hold harmless Paylocity and its officers, directors, employees, affiliates, agents, and contractors, from and against any third-party claims and resultant losses arising out of Client's (or its Authorized Users') use of the ODP Service. Notwithstanding any provision to the contrary in the applicable Agreement, the foregoing obligations of Client shall not be subject to any limitation or exclusion of liability contained therein.

8. Integration Services: API Access

8.1 Integration Services. If included in an Order, Paylocity will create a native integration, electronic data exchange integration or flat files integration between Subscription Services and Third-Party Services (the "**Integration Services**") that may be performed pursuant to the Professional Services Terms. Client shall enter into a separate agreement with the third party providing the Integration Services. Paylocity is not responsible for and does not endorse any such Integration Services and disclaims any and all liability arising from or relating to the Integration Services by or on behalf of Client. Client shall provide proper instructions and oversight to complete the Integration Services.

a. Client further represents and warrants as follows:

- i. Client has obtained any and all rights and permissions required to share and transmit Client Data with and to the Third-Party Services provider;
- ii. Client authorizes Paylocity to provide such Client Data and Client Confidential Information to such Third-Party Services provider as may be required to perform the Integration Services;
- iii. Client will review and test the Integration Services and outputs;
- iv. Client will ensure completeness and accuracy and security of the connection (e.g., as with payroll processing, Electronic Data Interchange (EDI) setup and other activities);
- v. Client will confirm that the Integration Services work as it intended and in accordance with the laws in jurisdictions where it operates;
- vi. Client will conduct final approval/sign-off of the Integration Services to confirm they are complete and functioning as Client intends;
- vii. Client shall work directly with its Third-Party Services provider to ensure that any gaps are identified and resolved while Client (or Third-Party Services provider) builds the connection/integration and throughout the Subscription Term;
- viii. Client is, and will continue throughout the Subscription Term to be, a current active customer of the Third-Party Services; and
- ix. Client will obtain adequate rights from such Third-Party Services provider for Paylocity to perform the Integration Services, including the rights to use any applicable tools available from such Third-Party Services provider.

b. Client is responsible for all rights, obligations, and liabilities related to any of its Third-Party Services provider's access, use, handling, processing, storage, disclosure, and deletion of Client Data for the Integration Services, as outlined in a separate agreement between Client and such Third-Party Services provider.

8.2 API Access. Client agrees that use of the Paylocity API shall be in accordance with and subject to the API End User License Agreement and Paylocity Developer Tools Terms of Service found [here](#).

9. Market Pay Services

The Market Pay Services provide information to Client intending to help Client: 1) understand the average market pay for its local geographic region, providing pay insights in regions where its employees are already working so it can assess and make informed decisions when creating job descriptions; and 2) determine what fair and competitive compensation it should consider when looking to attract and retain top talent.

Client shall not: (i) modify or create derivative works of the Market Pay Services; (ii) sell, sublicense, lease, rent, assign, distribute, repackage, rebrand or otherwise transfer, share or disclose the Market Pay Services or the content provided therein; or (iii) cause, assist or permit any third party to do any of the foregoing. Paylocity makes no warranties as to the accuracy of the Market Pay Services, any data utilized to create such Market Pay Services, or any outputs or outcomes resulting or deriving from the Market Pay Services and Client's use thereof. Paylocity reserves the right, to modify the Market Pay Services or any functions or features thereof at any time upon written notice to Client, provided that such modification contains substantially similar functionality. Client acknowledges and agrees that Paylocity shall have no liability to Client for any interruption or modification of the Market Pay Services.

10. Learning Management Services

10.1 **Safety Training.** Client agrees that when using the Safety Training in the Learning Management Services it will comply with the Go1 Customer Terms found [here](#).

10.2 **Healthcare Training.** Client agrees that when using Healthcare Training in the Learning Management Services, the services, training, and course materials are provided solely as compliance resources. Neither Paylocity or American Medical Compliance, Inc. ("AMC"), as the provider of the training content, guarantee or assume responsibility for any of Client's compliance with federal, state, or local laws or regulations. Client is solely responsible for its own compliance obligations. Neither Paylocity or AMC shall be liable for any fines, penalties, sanctions, or liabilities arising out of a Client's failure to comply with applicable laws or regulations, and Client shall indemnify, defend, and hold harmless Paylocity and its provider AMC from and against any claims, damages, or expenses relating thereto.

11. Benefits Decision Support

Benefits Decision Support, powered by Reclaim, includes functionality intended to enable Client to offer employees the ability to choose their most "optimal" benefits plan. Client's Authorized Users may only access the Benefits Decision Support after acknowledging and agreeing to Reclaim's then-current privacy policy and terms of use.

Paylocity's total cumulative liability for any and all claims arising from or relating to Benefits Decision Support and Client's use thereof shall be limited to an amount equal to the total fees paid by Client to Paylocity for Benefits Decision Support in the twelve (12) months immediately preceding the incident giving rise to the claim.

12. Mineral Services

12.1 For the Mineral Services provided by Mineral Inc., which may include HR Basic, HR Essentials and/ or Guided HR Compliance ("**Mineral Services**"), Client agrees to the following additional terms:

- 12.1.1 Client shall comply with Mineral's Terms of Service found [here](#). Client must confirm agreement with the Mineral Terms of Service upon logging into the Mineral platform.
- 12.1.2 If Client is utilizing a private virtual infrastructure physically located outside of the United States, Client agrees not to transmit to Mineral any information, data or technology controlled by the International Traffic in Arms Regulations or otherwise requiring an export license or other regulatory export authorization from the U.S. Government or any other governmental authority.
- 12.1.3 Client grants Paylocity permission to create user accounts for the Mineral Services on Client's behalf.
- 12.1.4 Notwithstanding anything to the contrary in the Agreement, in no event shall Paylocity's total aggregate liability for any and all claims arising from or relating to Mineral Services and Client's use thereof exceed the aggregate amounts paid by Client to Paylocity for Mineral Services in the twelve (12) month period directly preceding the event giving rise to the claim.

13. Access Management Services

13.1 Access Management Services includes functionality intended to enable Clients to manage their employees' digital user identities and application access, connecting HR data in Paylocity with IT identity repositories and downstream business applications. Access Management Services includes a partnership with OneLogin, Inc. for its software functionality and Expedient for select managed services (including implementation and other support services).

By using the Access Management Services ("**Access Management**"), Client agrees to the following additional terms:

- 13.1.1 Client shall comply with the OneLogin Terms found [here](#).
- 13.1.2 Client agrees to the Access Management Support Schedule Terms and the Access Management Implementation Terms found [here](#).

- 13.1.3 Client shall not knowingly utilize any third-party software accessed via Access Management in any application or situation where the failure thereof could directly or indirectly lead to death or serious bodily injury to any person and/or to severe physical or environmental damage.
- 13.1.4 If Client utilizes a private virtual infrastructure physically located outside of the United States, Client agrees not to transmit to Expedient any information, data or technology controlled by the International Traffic in Arms Regulations or otherwise requiring an export license or other regulatory export authorization from the U.S. Government or any other governmental authority.
- 13.1.5 Client grants Paylocity permission to create OneLogin user accounts on Client's behalf. Client further agrees that billing by Paylocity for Access Management will be based on the total number of OneLogin Users. "**OneLogin Users**" means any OneLogin user account created by or for Client, including but not limited to, any users created by the integration with Paylocity, third-party directories, by manual entry, or any other Client-driven data entry into the OneLogin system.
- 13.1.6 Notwithstanding anything to the contrary in the Agreement, in no event shall Paylocity's total aggregate liability for any and all claims arising from or relating to Access Management and Client's use thereof exceed the aggregate amounts paid by Client to Paylocity for Access Management in the twelve (12) month period directly preceding the event giving rise to the claim.

14. Headcount Planning

The Headcount Planning Product includes functionality intending to allow Client to: 1) build dynamic hiring plans, automate reconciliations, visualize its organization, provide a dashboard and reporting insight; 2) automate and streamline headcount processes and deliver end-to-end workflows; and 3) align stakeholders in Finance, Recruiting, and HR to increase visibility for teams and budget owners.

15. Early Access Features; No-Charge Services

15.1. Early Access Feature. From time to time, Paylocity may, in its sole discretion, make available to Client as an early adopter an early access version of a new product, feature, or service (in each case, an "**Early Access Feature**"). Client agrees and acknowledges that:

- a) when accessing such Early Access Feature, Client shall comply with the terms of the Agreement;
- b) Paylocity does not guarantee that an Early Access Feature will be available for any particular period of time, or that it will become a generally available Service. If a Service is announced to replace an Early Access Feature, Paylocity does not guarantee that the Service will have similar functionality to the Early Access Feature;
- c) the Early Access Feature may contain bugs, errors, and other defects, and that Client will use the Early Access Feature at its sole risk;
- d) Client's use of the Early Access Feature is on a voluntary and optional basis;
- e) Paylocity has no obligation to provide technical support and may discontinue provision of an Early Access Feature at any time in Paylocity's sole discretion and without prior notice to Client;
- f) by using an Early Access Feature, Client agrees to receive related correspondence and updates from Paylocity and acknowledges that opting out may result in cancellation and revoked access to the Early Access Feature; and
- g) in partial consideration for access to and use of the Early Access Feature, Client will, upon request from Paylocity, promptly provide Feedback with respect to the Early Access Feature.

15.2. No-Charge Services. From time to time, Paylocity may, in its sole discretion, make available to Client certain features, functionality, or offerings at no additional charge (in each case, a "**No-Charge Service**").

15.3. Notwithstanding anything contrary in the Agreement:

- a) THE EARLY ACCESS FEATURES AND NO-CHARGE SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT;
- b) PAYLOCITY SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER WITH RESPECT TO THE EARLY ACCESS FEATURES OR NO-CHARGE SERVICES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, OR FOR LOST REVENUES, OR LOST DATA, SYSTEMS, OR LOST PROFITS, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE;
- c) PAYLOCITY SHALL HAVE NO INDEMNIFICATION OBLIGATION TO CLIENT WITH RESPECT TO THE EARLY ACCESS FEATURES OR NO-CHARGE SERVICES, INCLUDING BUT NOT LIMITED TO CLAIMS

- ALLEGING THAT THE USE OF THE EARLY ACCESS FEATURES OR NO-CHARGE SERVICES INFRINGES OR MISAPPROPRIATES THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND
- d) PAYLOCITY MAY DISCONTINUE AN EARLY ACCESS FEATURE OR NO-CHARGE SERVICE AT ANY TIME WITHOUT NOTICE TO CLIENT.

16. Chatbots

Through Client's use of the Services, Client may interact with automated features including chatbots, digital assistants, conversational experiences powered by artificial intelligence, or similar technologies (collectively, "**Chatbots**"). Client acknowledges that Chatbots may produce inaccurate or unrelated information and Client is responsible for its use of Chatbots and Chatbot-generated content. Paylocity makes no representations or warranties as to the accuracy or reliability of Chatbot-generated content.

17. PuzzleHR Implementation Services

These terms apply if PuzzleHR implementation support services are specified in the Order. To support Client's implementation of Paylocity's Subscription Services, Paylocity will pay the hourly fees directly to PuzzleHR on Client's behalf for specified implementation support services provided to Client by Puzzle Solutions LLC ("**PuzzleHR**"), an independent third-party provider, not to exceed the hourly cap specified in the Order, subject to the following:

- (i) Client must enter into a separate contract directly with PuzzleHR. Paylocity is not a party to that contract and Client's engagement with Puzzle HR is entirely separate from Client's agreement with Paylocity. Paylocity does not warrant or guarantee the quality of services provide by PuzzleHR and disclaims any and all liability arising from or relating to PuzzleHR and the related implementation services delivered by or on behalf of PuzzleHR.
- (ii) Paylocity's payment to PuzzleHR on Client's behalf does not cover any additional fees, such as travel, accommodation, or other reimbursable expenses, or any additional services, which will in all cases be Client's responsibility.
- (iii) Paylocity is not liable for any damages, claims, losses, disputes, or issues arising out of the contract between Client and PuzzleHR. Client will defend Paylocity against any Claim and will indemnify and hold harmless Paylocity from any Losses arising out of or related to Client's contract with PuzzleHR, without any liability limits or exclusions. Any matters related to the contract between Client and PuzzleHR or performance of services by PuzzleHR must be solely resolved directly with PuzzleHR under the terms of the contract between Client and PuzzleHR.
- (iv) Upon termination or expiration of the applicable Order or SA, Paylocity will only be responsible for payment on Client's behalf of the hourly fees for implementation support services provided by PuzzleHR up to date of such expiration or termination, with no obligation to cover any further fees thereafter.
- (v) The payment contribution provided by Paylocity on behalf of the Client cannot be redeemed, transferred, or applied toward any other services or providers. If the Client terminates the PuzzleHR services, Paylocity will have no further obligation to cover any remaining or future fees. Paylocity's payment contribution hereunder may only be used for specified client-side implementation support services provided to Client by PuzzleHR, as determined by Paylocity in accordance with its standard implementation procedures, and the Client shall use PuzzleHR solely for any responsibilities assigned to Client under the Project Plan issued by Paylocity, unless prior agreed by Paylocity in writing.

18. Asset Management Services

Asset Management Services ("**Asset Management**"), provides Client's Information Technology (IT) Administrators the tools to configure and administer several key functions within the Paylocity Subscription Services which include the following features:

A. Asset Management:

- Client's Administrators can manage, categorize and track Client assets (e.g., devices, badges, laptops, desktop monitors, headsets, mobile phones, tablets, printers, docking stations, web cams and other tangibles).

B. Request:

- Ticketing system provides Client Authorized Users the ability to create a ticket requesting to procure products from the Store as indicated below and such ticket will appear on a dashboard within the Paylocity Subscription Services for Client's Administrators to manage.

C. Store:

- The IT hardware procurement feature referred to as the Store is enabled through Asset Management and made available to Client through Paylocity's partnership with CDW, a hardware product fulfillment provider.

- Client's procurement from CDW is subject to and governed by CDW's Terms and Conditions of Sale and Privacy Policy and notwithstanding anything to the contrary in the Agreement, Paylocity (i) makes no representations, warranties, or indemnities on any products or services purchased through CDW pursuant to the Asset Management Service and (ii) shall have no liability of any kind arising from or relating to the procurement of any products or services through CDW.

D. Orders:

- Client will have visibility to order and tracking information.

E. Configuration:

- Client's Administrator can enable preferred settings such as automation frequency for ticket creations, email notification frequency, hardware thresholds and warranty, auto-provisioning information and default shipping address.

Client understands that neither Paylocity nor CDW, as the seller, is the manufacturer of the products purchased by Client and the only warranties offered are those of the manufacturer, not, Paylocity, CDW or their respective Affiliates. In purchasing the products, Client is relying only on the applicable manufacturer's specifications and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by Paylocity, CDW or their respective Affiliates. The availability of products through the Paylocity Subscription Services does not indicate Paylocity or CDW's endorsement of any products or manufacturer.

PAYLOCITY, CDW AND THEIR RESPECTIVE AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY APPLICABLE MANUFACTURER'S WARRANTY.

19. Spend Management Services

Airbase Inc. powered by Paylocity ("**Paylocity**") may provide certain spend management services through the Spend Management Platform ("**Spend Management Services**"). For Spend Management Services, the following terms in this Section 19 shall apply.

19.1 **Definitions.** The following definitions apply to the Spend Management Services as used in these SST or the applicable Order.

"AP Automation Transactions" means U.S. and international bank accounts bill payments made via the Spend Management Platform.

"Cashback Eligible Volume" means the Eligible Card Payment Volume that takes place in the United States, excluding foreign card transaction volume and PIN debit payment volume.

"PIN Debit Payment Volume" means total dollar amount of payments authenticated by entering a Personal Identification Number (PIN) at the point of sale to receive cash.

"Cross-Border Payment Transactions" are transactions where the source bank account and payee bank account are in different countries. There are two types of Cross-Border Payment Transactions: Cross-Border Accounts Payable Automation Transactions and Cross-Border Expense Management Transactions. "Cross-Border" means either the payee or the source account is a non-U.S.-based bank account. Cross-Border Payment Transactions do not include payments made by physical or virtual card.

"Domestic Payment Transactions" are transactions where the source bank account and payee bank account are in the same country. There are two types of Domestic Payment Transactions: U.S. Domestic Payment Transactions and International Bank Accounts (IBA) Domestic Payment Transactions. Domestic Payment Transactions do not include payments made by physical or virtual card. Within U.S. Domestic Payment Transactions and International Bank Accounts Domestic Payment Transactions, there are two subtypes: AP Automation Transactions and Expense Management Transactions.

- A **"U.S. Domestic Payment Transaction"** has a source account that is a U.S.-based bank account.

- An **“International Bank Accounts (IBA) Domestic Payment Transaction”** has a source account that is an internationally-based bank account.

“Eligible Card Payment Volume” means the volume of settled signature-based Point of Sale (POS) and online signature transactions on Paylocity Corporate Cards, in a period under consideration.

“Expense Management Transactions” means any employee expense reimbursements made via the Spend Management Platform.

“Foreign Transaction Volume” means the total Eligible Card Payment Volume that takes place outside of the United States, in a period under consideration.

“Fraud Exception” means a Client request to exempt transactions from Paylocity’s automatically occurring fraud alerts for a specified duration based on specific criteria, including transactions: (i) for specific whitelisted merchants; (ii) up to a specified amount; and (iii) in a specified geography.

“Paylocity Corporate Card” means a physical or virtual Paylocity-branded debit card, the use of which is subject to the Paylocity Card Program Agreement.

“Spend Management Platform” means the Paylocity-owned platform provided as part of the Subscription Services that enables Client to (i) create an overview of its business expenses, and (ii) manage and pay its business expenses.

“Vendor” means any third parties engaged by Client to provide goods or services for which Client incurs and pays business-related expenses.

19.2 Spend Management Services

- Depending on the availability of funds and the specific Spend Management Services, Clients may pay certain company expenses through the Spend Management Platform. Supported payment methods may include but are not limited to: (i) prepaid cards; (ii) bank transfers; (iii) checks; and (iv) any other payment mechanisms enabled within the Spend Management Platform.

19.3 Nacha Operating Rules

- For any service including an electronic funds transfer to be made across the Automated Clearing House (“ACH”) network (each an **“ACH Transaction”**), Client will be designated as the **“Originator,”** as defined in the National Automated Clearing House Association (“Nacha”) Operating Rules, as may be amended from time to time by Nacha (the **“Operating Rules”**);
- Client authorizes Paylocity to initiate ACH Transactions on its behalf as directed by Client;
- Client shall comply with the Operating Rules as applicable to Originators with regard to any and all fund transfers hereunder and shall comply with all applicable laws in initiating ACH Transactions;
- Client will indemnify, defend, and hold Paylocity and each Originating Depository Financial Institution, as defined in the Operating Rules, harmless from and against any Claim arising from Client’s violation of this Section 19.1; and
- Paylocity reserves the right to conduct an annual audit to confirm Client’s compliance with the terms of this Section 19 (or more frequently based on Paylocity’s reasonable suspicion of noncompliance).
- With regard to ACH Transactions, Client acknowledges that: (i) Paylocity will act as a third-party sender on Client’s behalf within the ACH network; and (ii) there is a risk of the reversal or chargeback of a payment (**“ACH Returns”**) due to insufficient funds in Client’s account or other reasons. Client expressly acknowledges and consents to being liable for any ACH Returns that may occur, including any fees associated therewith.

19.4 Sufficient Funds. In connection with the Services subject to this Section 19, Client agrees as follows:

- All Client-designated bank accounts will have sufficient funds to pay Client’s third-party obligations in relation to the Services in order to satisfy Client’s third-party obligations in their entirety.
- If Client fails to have sufficient funds to pay such third-party obligations including, without limitation, penalties, or other fees, then Client shall be responsible for all of Paylocity’s costs of collection of amounts due hereunder, including, without limitation, attorneys’ fees, and costs.
- Paylocity reserves the right to reverse Spend Management Transactions for which funds have not been received from Client.

- d) Paylocity may allocate funds remitted or otherwise made available to it by Client to any amounts owed to Paylocity hereunder as Paylocity deems appropriate in its sole discretion.

19.5 International or Cross-Border Payments. For AP Automation or Expense Management, Client may make international payments using the International Bank Accounts Domestic Payment Transactions or Cross-Border Payment Transactions feature of the Spend Management Platform (collectively, “**International Payments**”). To enable such functionality, Paylocity partners with Corpay. Corpay effectuates such payments on behalf of Client and Paylocity helps facilitate communications between Corpay and Client regarding those payments. Paylocity may collect and transmit information about Client and Vendors to assist Corpay in meeting its compliance obligations under applicable laws and regulations. Any funds flowing to Vendors through Corpay remain Client funds until Vendor receipt.

- a) Client agrees to the terms of the Cross Border Payments Agreement (“**CBPA**”) found [here](#), as may be amended, and such terms shall be incorporated into the Agreement, and that: (i) the sole contracting party with Client under the CBPA is Corpay; (ii) it hereby grants to Paylocity any rights Client grants to Corpay under the CBPA to the extent those rights are necessary for Paylocity to provide the Spend Management Services.
- b) Client authorizes and directs Corpay (see <https://www.corpay.com/cross-border>; and see Listing of Corpay companies at <https://www.corpay.com/compliance>) to open a Corpay account in Client’s name for foreign currency exchange and global payment transactions.
- c) Client shall be a principal party (principal-remitter and/or principal-beneficiary) to each transaction associated with Client’s Corpay account and has appointed Airbase Inc. as an authorized user for Client’s Corpay account.
- d) Client agrees to the “Client” rights and responsibilities under the applicable account terms at <https://www.corpay.com/cross-border/terms>.
- e) With regard to International Payments, Client acknowledges and agrees that:
 - 1. exchange rates used are competitive rates and are at all times displayed on Paylocity’s user interface before Client initiates payments;
 - 2. payments may take between 5-7 business days depending on the country to which International Payments are being sent, and Paylocity and Corpay will apply commercially reasonable efforts to reach such timelines;
 - 3. it is Client’s responsibility that any payment to a Vendor is made on time, and Paylocity is not liable for any late fees a Vendor might charge for late payment;
 - 4. in case of a returned payment for whatever reason (refunds, chargebacks, reversal, etc.), Paylocity will repurchase USD at a commercially competitive rate which may lead to losses based on market fluctuations;
 - 5. Paylocity is not responsible for any currency exchange losses in connection with Client’s use of the International Payments features, including for any fees or claims from Vendor related to differences in exchange rates;
 - 6. Paylocity may charge a transaction fee for International Payments, and such fee will be shown to Client in Paylocity’s user interface before initiation of the transaction;
 - 7. recipient banks may charge fees for receiving International Payments. Paylocity will not be liable for any deductions in connection therewith;
 - 8. Paylocity cannot void or stop an International Payment after it has been initiated;
 - 9. Client is responsible for compliance with any anti-money laundering or terrorist finance laws and regulations in connection with International Payments; and
 - 10. The International Payments features must be used for business purposes only, including but not limited to reimbursements.

19.6 Expense Management Transactions. For Expense Management, Paylocity will offer functionality enabling employees of Client to request and receive reimbursements for expenses advanced by such employee (“**Reimbursements**”). Paylocity uses one or more designated third-party services to enable connection of employee bank accounts with the Spend Management Platform.

19.7 For AP Automation, Paylocity will not initiate payments on Client’s behalf, except as otherwise provided herein. Client hereby authorizes Paylocity to process back-end payments, if necessary and upon request. Client owns and is responsible for Client funds until Vendor receipt. Any funds flowing to Vendors through Paylocity and/or its partners remain Client funds until Vendor receipt.

- 19.8 Paylocity Corporate Cards. The following applies to Paylocity Corporate Cards:
- a) Paylocity Corporate Cards draw from money that is pre-loaded into Client's Spend Management account. Client must first deposit funds into Client's Spend Management account and, when money is spent, the amount spent is debited from the deposited funds. Paylocity does not offer credit through Paylocity Corporate Cards; all money spent on Paylocity Corporate Cards is pre-paid by Client; and
 - b) Client acknowledges and agrees that any rights it granted to Sutton Bank under the Paylocity Card Program Agreement are hereby also granted to Paylocity. Client will not permit or enable any API access to: (a) use Spend Management Services in any manner inconsistent with the terms of the Order; (b) rent, sell, lease, lend, convey, redistribute, or otherwise provide any third party with use of any aspect of the Spend Management Services; and
 - c) Client agrees to the Paylocity Card Program Agreement found [here](#), and such terms shall be incorporated into the Agreement.
 - d) International Corporate Cards. If Client is issued international Corporate Cards, Client agrees to the Scale User Terms found [here](#), and such terms shall be incorporated into the Order.
- 19.9 The use of any third-party credit cards, and any cash back rewards due therefrom, is governed solely by Client's agreement with the applicable third-party issuer.
- 19.10 Cashback. Client acknowledges that any cashback rate listed in an Order may change based upon market conditions, interest rates, state or federal regulatory change, and/or other factors. Any change to cashback rates would be made effective with at least thirty (30) days' notice to Client. If Client is due cash back from Paylocity based upon Cashback Eligible Volume spend included in the applicable Order, Paylocity will apply any such cash back to the Service Fees or to any outstanding invoice. If Client is due funds, Client can redeem the balance due to it on a monthly basis.
- 19.11 Transaction Fees. Where the Order specifies a number of AP Automation and/or Expense Management Transactions ("**Spend Management Payments**") per month, Client may use such Spend Management Payments at any time during each month of the Subscription Term. Unused Spend Management Payments in a given month will not be applied to or roll over to any subsequent months of a Subscription Term. Additional Spend Management Payments used over the specified monthly amount will incur overage fees as indicated in the Order. Spend Management Payments overage fees are invoiced monthly, between the 15th of the previous month and the 14th of the month the invoice is dated, and represent transactions initiated within the Spend Management Platform, in excess of Spend Management Payments limits identified per applicable Order.
- 19.12 Fraud Exception. If Client requests a Fraud Exception, Client knowingly and voluntarily assumes all risks associated with such request, including both known and unknown risks. To the fullest extent permitted by law, Client waives, releases, and discharges Paylocity from any and all liability, claims, demands, causes of actions, damages, and losses, and all costs relating thereto, including without limitation, attorneys' fees, arising from or relating in any way whatsoever to fraudulent transactions related to the Fraud Exception requested by Client. Client understands the inherent risks and potential hazards associated with making a Fraud Exception, which may be both foreseen and unforeseen, and Client's request for a Fraud Exception is wholly voluntary.
- 19.13 Authorized Users. Paylocity treats all transactions made on the Spend Management Platform using Client's or an Authorized User's login credentials as authorized with Client's consent. Client will be solely responsible for any losses, unauthorized payments, or reversed payments resulting from any theft, loss, compromise, or unauthorized use of the Spend Management Platform or Spend Management Services by Client or Authorized User login credentials. Client will also be responsible for any losses or unauthorized payments resulting from fraudulent or illegal compromise of Client's systems. Client agrees that Paylocity will not be responsible for payments or transfers containing inaccurate instructions from Client or other Client errors.
- 19.14 All monetary amounts are to be interpreted as U.S. dollars unless otherwise specified.
- 19.15 As part of the registration process, Client will identify a primary point of contact for Client's Spend Management account.
- 19.16 Service Suspension. In addition to the suspension and termination rights in the SA, and any other rights Paylocity may have under the Agreement, SST, or applicable law, Paylocity may immediately suspend Client's access to (or Paylocity's delivery of) Spend Management Services if:
- a. Client does not have sufficient funds in its account for Paylocity to perform the Spend Management Services, or
 - b. Client fails to remit any Spend Management funds to Paylocity, or is otherwise in breach of its funding requirements or obligations under Section 19 or the SA, or

- c. Client uses a bank that is no longer willing to originate debits from Client's account or credits on Client's behalf for any reason or Client otherwise has an account where authorization to debit is terminated, or
- d. Client undergoes a material adverse change to its financial condition that Paylocity reasonably believes will impact Client's ability to fulfill its obligations under the Agreement.

20. Recruiting

Client agrees that when using Recruiting with the Indeed integration enabled, it will comply with the Indeed Terms of Service found [here](#).

21. Managed Payroll Services

21.1 **Managed Payroll Services**. Paylocity, if identified in an Order, may deliver assistance to Client with certain payroll processing and key tasks ("Managed Payroll Services"). Client acknowledges and agrees that the provision and delivery of the Managed Payroll Services is expressly conditioned upon Client's licensing of the Payroll Services described in Section 1 above, Time & Labor in Section 2 above (required for Client with fifty (50) or more employees) and General Ledger (required for Client with fifty (50) or more employees). Additionally, Client may be required to license additional Services in order to enable the Managed Payroll Services.

Paylocity shall provide Managed Payroll Services as outlined below:

- a. ***Payroll Processing***
 - o Perform entry and maintenance of recurring payroll elements such as earnings, deductions, and tax configurations.
- b. ***Employee Onboarding***
 - o Work with Client on issues that may arise during the onboarding and integration of employees within the Subscription Services.
- c. ***Employee Information and Pay Adjustments***
 - o Make necessary updates to employee information when updates are requested and communicated by Client to Paylocity.
- d. ***Time & Attendance Support***
 - o Notify Client of employee timecards for Client's confirmation and approval.
 - o Generate reports as requested by Client.

- 21.1.2 **Client Responsibilities**. As part of the Managed Payroll Service, Client responsibilities include, but are not limited to the following:
 - a. Client shall designate an administrator/point of contact to work with Paylocity on the Managed Payroll Services and shall be responsible for immediately notifying Paylocity of any changes of such individual.
 - b. Client grants Paylocity consent to administrative access rights to the Subscription Services for the purpose of fulfilling Paylocity's obligations under this Section 21.
 - c. Client shall make commercially reasonable efforts to ensure that its employees are working directly with Client and not contact Paylocity directly with any queries. In the event a Client employee contacts Paylocity directly, Paylocity will direct Client employee back to Client.
 - d. Provide Paylocity with timely, accurate, and complete payroll inputs, employee records, and related materials as requested by the payroll submission deadline.
 - e. Review, validate and approve all payroll elements and reports by the payroll deadlines.

- 21.1.3 **Payroll Data Submission Deadlines**. Client shall submit to Paylocity all payroll inputs, employee records, and related materials two (2) business days prior to each payroll run (each scheduled payroll cycle for which Paylocity process payroll). Late submissions and retroactive changes may cause delays in running a timely payroll and incur additional fees.

22. Garnishment Management Services

Client may be required under applicable law to withhold wages for amounts owing by its employees in accordance with a U.S. garnishment order summons issued by states, tribal entities, courts, private attorneys or parties ("**Designated Agency**") acting pursuant to a court order to withhold from payroll a portion of an employee's earnings to repay the debt ("**Garnishment(s)**") (collectively, "**Garnishment Order**").

Clients may subscribe to the Paylocity Garnishment Services, as included in an Order, to allow Paylocity to assist Clients with a Garnishment Order for bankruptcy, creditor, federally administrated, IRS levy, local levy, child support, alimony, consumer debt, state levy, and student loan garnishments ("**Liens**") (collectively, "**Garnishment Services**").

22.1 Garnishment Services Process

a) Upon Client's receipt of a Garnishment Order it shall be responsible for ensuring only a designated Authorized User with the same name and email listed as the authorized contact in the Subscription Services uploads an exact copy, with the date and when it was first received by Client, to the employee profile in the Subscription Services and notify Paylocity by sending an email to garnishments@paylocity.com; or send the exact copy to garnishments@paylocity.com for processing. Paylocity will not process a Garnishment Order unless it is sent by an Authorized User as designated above. Client will ensure the list of its designated Authorized Users is current and up to date.

b) Upon Paylocity's receipt of the Garnishment Order in accordance with Section 22.1(a), Paylocity will proceed as follows: i) provide Client with an acknowledgement that confirms receipt; ii) proceed to calculate the amount to withhold in accordance with the instructions set forth in the Garnishment Order; iii) update the Client employee's payroll record in the Subscription Services accordingly with the amount of the withheld wages; v) complete the appropriate paperwork on behalf of Client, and forward to Client for signature, if required before proceeding, to send to the court pertaining to Client's response to the Garnishment Order along with the withheld wages; and vi) email Client noting that the Garnishment Order was processed along with any additional pertinent information and any additional Client obligations. Paylocity will not review any additional information or documentation in any manner that deviates from the process expressly outlined in this Section 22.

c) Client shall be responsible for preparing and submitting recurring calculation worksheets related to continued Liens to the Designated Agency to ensure accurate and lawful ongoing Garnishments.

d) Client will be responsible for the i) review of the payroll data prior to processing and will promptly notify Paylocity of any errors in the withheld wages; and ii) its Authorized User(s) who have access to the employee payroll record in the Subscription Services and can make modifications or delete the garnishment deductions as entered by Paylocity. Paylocity is under no obligation to check the employee record to determine if the entries made by Paylocity have been modified by Client's Authorized User(s). Paylocity shall have no liability for Client or its Authorized User(s) who make any modifications to Paylocity's garnishment calculations/deductions.

22.2 Client Responsibilities for Garnishment Services

a) Paylocity's performance of the Garnishment Services is dependent upon the accurate, complete and timely information provided by Client. Client shall provide Paylocity with all information, documents, etc. Paylocity deems necessary to provide the Garnishment Services. Paylocity will perform the Garnishment Services in accordance with the written instructions on the Garnishment Order unless otherwise instructed in writing by Client. Should Client provide any other instructions not indicated in the Garnishment Order it shall do so in writing via the Paylocity Platform and email to garnishments@paylocity.com. Client agrees that Paylocity will not be liable for any consequences that result from Client's instructions.

b) Client shall be responsible for the following: i) accuracy of garnishment calculations prior to payroll date and submitting payroll for processing in accordance with this Section 22; ii) communicating directly to its employees designated on the Garnishment Order that such garnishment will be deducted from employee's payroll earnings; ii) inform Paylocity in a timely manner when any Garnishment Order is no longer required. Paylocity will not be responsible for any liability due to Client's failure to (i) review the garnishment calculations for accuracy before submitting payroll for processing; (ii) notify its employee that their payroll earnings are being garnished, (iii) immediately notify Paylocity that the garnishment is no longer required; and/or (iv) immediately notify Paylocity that Client is terminating the Garnishment Services in accordance with Section 2.2 a) iii) (Termination; Service Suspension) of the SA. Failure by Client to notify Paylocity may result in delays in processing of new and existing orders. Paylocity shall not be responsible for any errors, liability, fines and/or penalties that may arise stemming from Client's failure to notify.

22.3 Paylocity is not a Law Firm or Agent. Paylocity is not a law firm, and the Garnishment Services will not be construed by Client as providing legal advice. Paylocity will not provide any representation in any legal proceedings or

act on behalf of Client as an agent for service of process. It is Client's sole responsibility and duty to ensure compliance with all applicable laws and regulations. Engaging Paylocity to perform the Garnishment Services does not relieve Client of its obligation.

22.4 Client will indemnify, defend and hold harmless Paylocity and its officers, directors, employees, affiliates, agents, and contractors, from and against any third-party claims and resultant Losses arising out of Client's (or its Authorized Users') use of the Garnishment Services. Notwithstanding any provision to the contrary in the applicable Agreement, the foregoing obligations of Client shall not be subject to any limitation or exclusion of liability contained therein.

Paylocity Version 8, November 2025

Welcome to Paylocity!

Paylocity has been revolutionizing payroll and human resources for more than 20 years, and we are excited to bring this innovation to you!

Our skilled and knowledgeable team of Implementation Consultants will be implementing the payroll & HR products you have selected to meet your business needs and help drive your company culture.

To keep your project on track, the Sales Administration department will work with you to ensure we have the appropriate supporting documentation needed to move forward with your HR & Payroll implementation.

Our records indicate that a first check date of **10/01/2026** has been selected to begin service with Paylocity. The project timeline our Implementation Consultants follow is driven by this date.

Please initial here to indicate you acknowledge this date:

Once Service Agreements have been signed, the Sales Administration team will review the paperwork provided by your Paylocity Account Executive. If additional supporting documents are required, be advised that you will receive a request for additional documents by email within two business days.

Paylocity is committed to giving our clients the best experience possible. If we do not receive all requirements by the deadline given, we will need to work with you to determine the next available start date that allows a suitable timeframe for your implementation.

Thank you for choosing Paylocity!

Investment Summary

February 12, 2026 | Quote # Q-306995 | Version # 23 | Quote valid for 30 days



Client Company

City of Menasha

100 Main Street
Menasha, WI 54952
9209673605

Client Contact

Allie Ross

100 Main Street
Menasha, WI 54952
9209673605



Total Employee Count

195



Monthly Fee

\$3,123.85



One-Time Fees

\$5,000.00



Total Annual Investment

\$39,267.45

Loc #	Group #	Company or Affiliate Name	Emp Count	Rate	Base	Monthly	Annual	One-Time Fees
1	1	City of Menasha 2	195	\$15.00	\$198.85	\$3,123.85	\$39,267.45	\$5,000.00
Total			195			\$3,123.85	\$39,267.45	\$5,000.00

*Total Annual Investment includes estimated annual fees

*Annualized fees do not include usage based fees

*Monthly HCM fees based on # of Active Headcount as defined in the Additional Terms.

**Plus sales tax if applicable

See following pages for line item breakdown of services

This Investment Summary ("Investment Summary" or "Order") is governed by the Paylocity Subscription Agreement found [here](#), together with the Service Specific Terms found [here](#), and any additional terms specified below. Any terms and conditions referenced on a Client purchase order shall not apply to this Investment Summary.

By signing below, Client agrees to the terms and conditions of this Investment Summary and the SA which shall be effective as of the date of Client's signature below ("Order Effective Date").

Paylocity Account Executive	Date
Signature	

Nateah Beimborn

Client Authorization	Date
----------------------	------

Signature

Name (Print)

Investment Summary

February 12, 2026 | Quote # Q-306995 | Version # 23 | Quote valid for 30 days



Group(s): 1

One-Time Fees	Qty	Rate	Price
HCM Bundle			\$5,000.00
Payroll Implementation	-	-	Included
General Ledger Implementation	-	-	Included
Time & Labor Implementation	-	-	Included
Benefits Administration Implementation	-	-	Included
Carrier Benefits EDI/API Implementation	4	\$1,500.00	\$0.00
Human Resources Implementation	-	-	Included
Time Off Implementation	-	-	Included
Self-Service Portal Implementation	-	-	Included
One-Time Total			\$5,000.00

**One-Time Setup Fees for the first 4 Carrier Benefit EDIs/APIs free at the time of Benefits Administration Implementation. Price reflects number of carriers over 4. Be advised that each carrier counts towards the four free. Additional carriers will incur a fee.*

Group(s): 1

Monthly Fees	# of Controls	Base	Qty	Rate	Monthly
Complete HCM Solution	1	\$198.85	195	\$15.00	\$3,123.85
Payroll					
• Payroll Processing	-	-	-	-	Included
• Unlimited Payroll Runs	-	-	-	-	Included
• Prorated & Retro Pay	-	-	-	-	Included
• New Hire Reporting	-	-	-	-	Included
• Direct Deposit	-	-	-	-	Included
• On Demand Payment	-	-	-	-	Included
• Check Printing Service	-	-	-	-	Included
• Tax Filing & Payments	-	-	-	-	Included
• General Ledger	-	-	-	-	Included
Time & Labor					
• Time & Attendance	-	-	-	-	Included
• Scheduling +	-	-	-	-	Included
• Time Collection	-	-	-	-	Included
Benefits					
• Benefits Administration	-	-	-	-	Included
• Carrier Benefits EDI/API	-	-	4	-	Included
• Benefits Decision Support	-	-	-	-	Included
Human Resources					
• Human Resources Management	-	-	-	-	Included
• Workflows Process Automation	-	-	-	-	Included
• Centralized Document Library	-	-	-	-	Included
• State Compliance Form Library	-	-	-	-	Included
• Fillable Employee Forms	-	-	-	-	Included
• Unlimited Custom Fields	-	-	-	-	Included

Investment Summary

February 12, 2026 | Quote # Q-306995 | Version # 23 | Quote valid for 30 days



• Time Off Management	-	-	-	-	Included
• Employee Self-Service	-	-	-	-	Included
• Position Management	-	-	-	-	Included
• Org Chart & Directory	-	-	-	-	Included
• Skills & Certifications Management	-	-	-	-	Included
• ACA Tracking & Reporting	-	-	-	-	Included
• Compliance Management	-	-	-	-	Included
• Employment Verification	-	-	-	-	Included
Talent					
• Recruiting	-	-	-	-	Included
• Onboarding	-	-	-	-	Included
• Compensation Management	-	-	-	-	Included
Employee Experience					
• AI Assist	-	-	-	-	Included
• Community +	-	-	-	-	Included
• Recognition	-	-	-	-	Included
• Mobile App	-	-	-	-	Included
Insights & Reporting					
• Data Insights	-	-	-	-	Included
• Dynamic Reporting	-	-	-	-	Included
• Modern Workforce Index	-	-	-	-	Included
Customer Service					
• Dedicated Account Management	-	-	-	-	Included
• On Demand Training (PEAK)	-	-	-	-	Included
• Unlimited Product Training	-	-	-	-	Included
Monthly Total					\$3,123.85

There is no fee to the company for On Demand Payment; however, employees will be charged \$1.25 per transaction.

Annual Fees	Grp	# Ctrls	Base	Qty	Rate	Annual
W2 / 1099	1	1	\$50.00	195	\$7.00	\$1,415.00
1095 Forms	1	1	\$25.00	195	\$1.75	\$366.25
Annual Total						\$1,781.25

Usage-Based Fees - HCM Services	Base	Rate
Electronic Garnishments		\$1.90
Direct Agency Pay		\$3.05
Tax Registration		\$205.00
Delivery Next Day (UPS)		\$22.00
Split Pack		\$6.00

The fees listed above are invoiced as incurred on per usage basis in accordance with the terms and conditions. Please note these fees are in addition to the ongoing fees stated in the Investment Summary section of the quote.

Additional Terms

The following additional terms and conditions apply to the Services described herein. Capitalized terms used herein and not otherwise defined have the meaning ascribed to such terms in the Paylocity Subscription Agreement.

1. Subscription Term

a) **Initial Subscription Term:** The Initial Subscription Term commences on Service Start Date and continues for a period of one month. "Service Start Date" means (i) to the extent the Order does not cover any spend management or payroll Services, the Order Effective Date; or (ii) to the extent the Order contains spend management Services and not payroll Services, the point in time that the Client's product instance has been completed and usage data is available; or (iii) to the extent the Order contains payroll Services, on the date of First Payroll Processing. "First Payroll Processing" means any use of Paylocity's Services by or on behalf of Client to administer payroll.

(b) **Renewal Term:** Upon conclusion of the Initial Subscription Term, the Services automatically renew for a period of one month at a time.

2. Additional Pricing and Payment Terms

(a) Implementation Fees are non-cancellable and non-refundable as of the Order Effective Date.

(b) Implementation Fees are due by Client upon the Order Effective Date.

(c) Paylocity reserves the right to update the price for the Services at any time commencing one year after the Order Effective Date, ("Initial Pricing Term").

(d) Client agrees to allow Paylocity to debit from its account(s) on due date any and all fees due to Paylocity under this Agreement.

(e) **Termination Fee:** If Client terminates the Agreement with any less than 30 days prior written notice, Client shall pay a termination fee equal to the average monthly amount billed for the Services, over the prior 12 month period immediately preceding the termination (or if less than twelve (12) months has elapsed, the monthly average amount billed to Client over the months the Agreement was in effect prior to the termination date).

(f) **Service Fees** are based on the employee headcount as of the Order Effective Date, provided that the Client will be charged monthly for Service Fees based on the Client's current period actual Active Headcount or Product Usage Headcount for use of Paylocity Services. "Active Headcount" means the number of Employee Records that are not listed as a terminated status in the Employee Record within the Paylocity Services platform. "Product Usage Headcount" means the number of Employee Records provisioned to use eligible Services, as identified per the applicable Order and in accordance with the Company's Service Specific Terms. "Employee Record" means a unique employee identifier at each Client or Affiliate account, which includes all Authorized Users.



Tax Service Waiver Form

I understand that all tax payments and filings are submitted by Paylocity are based on client provided information. Paylocity must enroll all customers with Internal Revenue's Electronic Funds Transfer Payment Services (EFTPS). In order to pass EFTPS Enrollment, client Legal Name and Federal Employer Identification Number (FEIN) must match the information currently on file with Internal Revenue Service. Should EFTPS Enrollment be rejected, Federal Tax Deposits may be late and cause penalty or interest. Penalty or interest caused by incorrect client provided information shall be the responsibility of client.

I further understand that Paylocity will submit state and local deposits and filings and that these filings rely on client provided information. Employer Identification Numbers (EIN) are assigned by each state and local agency based upon registrations submitted directly by client to agencies. These unique account numbers (EINs) are used by agencies to post payments and filings to employer's accounts and are required to support sound tax services. Without this information, tax deposits cannot be sent to or posted by agencies. EINs, along with State Unemployment Insurance Rates and Deposit Frequencies are to be provided by client to Paylocity as soon as the information is received from the state. Penalty or interest caused by failure to supply valid EIN, SUI Rates or Deposit Frequencies are the responsibility of the client.

I understand that if Employer Identification Numbers (EIN), SUI Rates and/or Deposit Frequencies change as the result of an entity change or reorganization, client is responsible to supply updated information to Paylocity ahead of tax deposit due dates or tax return filing deadlines.

In addition to the demographic information detailed above, accurate Prior Wage History, including taxable wages, employee tax code assignment and tax paid to each agency must be supplied by client prior to implementation and first payroll process. If inaccurate or incomplete information is received, Paylocity is absolved from any responsibility, penalty or interest incurred. This includes fees related to completing amended tax returns, tax notice resolution or W2c creation and filings.

Not-for-Profit and Religious organizations may have special tax considerations and require confirmation from IRS and State Agencies related to FUTA exemption and SUI Reimbursable or SUI Exempt status. Paylocity seeks to collect state documents detailing the specific setup of these taxes from each client. If client cannot supply these documents, signing below acknowledges that any penalty, interest or amendment required to correct initial guidance by client is client's responsibility.

I understand that Paylocity will not assume responsibility for any tax penalties or interest due to incomplete or incorrect information.

I agree to the above conditions;

Client Signature: _____

Print Name: _____

Company Name: City of Menasha

Date: _____

MEMORANDUM

DATE February 26, 2026
TO Board of Public Works
FROM Thad Brown, Deputy Director of Municipal Operations
RE Proposed Adjustments to Equipment Replacement Fund Purchases

BACKGROUND

The 2026 budget includes \$310,000 for the purchase of a tandem axle dump truck with a snow equipment package (Unit #0033). Due to escalating costs and extended manufacturing lead times, the total cost for this unit exceeds the approved budget by \$7,500. Additionally, the estimated build time for the snow equipment package is currently 20 to 24 months.

Looking ahead to 2027, another tandem axle dump truck (Unit #0022) is scheduled in the Capital Improvement Plan (CIP). We anticipate a 5–10% cost increase for that unit, along with similar 20 to 24-month lead times for the snow equipment package.

To proactively address pricing increases and supply chain delays, staff proposes reallocating the 2026 funds to purchase two dump truck chassis in 2026. In addition, we request authorization to order two snow equipment packages in 2026, with payment deferred until late 2027 or early 2028.

ANALYSIS / FISCAL IMPACT

By purchasing two chassis in 2026, approximately \$52,800 will be carried forward to cover the cost of the snow equipment packages.

To account for the \$7,500 cost overage per unit, the 2027 Equipment Replacement Fund will need to be increased by \$15,000 to fully fund the snow packages for both units.

The Equipment Replacement Fund has sufficient capacity to absorb these adjustments while maintaining the City's long-term fleet replacement schedule and operational reliability.

RECOMMENDATION

Staff recommends the following actions at this time:

1. Reallocate \$310,000 earmarked for replacement of Unit #0033 in the 2026 Equipment Replacement Fund budget to instead purchase dump truck chassis for Units #0022 and #0033 (estimated at \$257,200); and
2. Authorize ordering the snow equipment packages for Units #0022 and #0033 in 2026, with payment structured for late 2027 or early 2028.

This approach mitigates future price increases, addresses extended lead times, and ensures the continued reliability of the City's fleet operations.



MEMORANDUM

To: Common Council

From: Community Development Department/KH

Date: March 16, 2026

Re: Special Use Permit – Multi-Family Housing – 1212 Province Terrace (Parcel No. 7-00001-17) and 1228 Province Terrace (Parcel No. 7-00001-18)

MF Housing Partners LLC have submitted an application to construct multi-family housing at 1212 and 1228 Province Terrace, Parcel Nos. 7-00001-17 and 7-00001-18, respectively. The project, Borealis, is proposed to be a 53-unit apartment community dedicated to renters aged 55 and older. The project will be a three story development with a mix of 1 and 2 bedroom options. Amenities will include storage, full appliance package, free in-unit Wi-Fi, an indoor community room, and outdoor community gardens located onsite. The property will have a dedicated property manager which will ensure the property is maintained with snow removal, landscaping, and trash removal. The proposed development is looking to have underground and surface parking for their residents.

The properties are zoned C-3 Business and Office District. As required by Section 13-1-36(c)(7) of the Zoning Code, with the C-3 district, multi-family as permitted in the R-4 Multi-Family Residence District is permitted through the approval of a special use permit.

The developers are requesting a review of the special use permit prior to the submission of the Certified Survey Map (CSM) and site plan this development will be required to receive approvals for. The development team has advanced to the second round of the Wisconsin Housing and Economic Development Authority (WHEDA) tax credit program which requires that the land be entitled appropriately. If the proposed special use permit is approved, it would satisfy this requirement.

When reviewing Special Use Permit applications, the Plan Commission shall consider the following per Section 13-1-11(b) of the City of Menasha Code of Ordinances:

- 1. The use shall be compatible with adjacent land uses so that existing uses will not be depreciated in value, and there will be no deterrents to development of vacant land;**

The properties are currently vacant with single family housing to the north and west, Chileda Learning Center to the south, and Samaritan of the Fox Valley to the east. Additional housing will complement the Province Apartment project, located northeast of the properties, which is projected to start construction spring of this year.

2. The use shall have an appearance that will not have an adverse effect upon adjacent properties;

The preliminary site plan shows the rear of the building facing Oneida Street and the front of the building with parking access to the development facing Province Terrace. The development will provide the required site improvements (i.e. lighting, landscaping, façade, etc.) through the site plan review process which ensures a consistent appearance with existing developments.

3. The use shall be reasonably related to the overall needs of the City and to existing land use patterns;

As identified in the City of Menasha Housing Needs Assessment, senior housing is one of the City's primary housing priorities. The assessment highlights a growing need for housing options that accommodate an aging population, including accessible, maintenance-free living environments. This area contains a mix of business, office, and residential uses. Introducing senior housing in the area proves an appropriate transitional use in the area.

4. The use will not cause traffic hazards or congestion;

The proposed development will offer two ingress and egress points off Province Terrace. Senior housing developments typically generate lower traffic volume than the permitted uses within the district.

5. The use shall have adequate utilities, access roads, drainage, and other necessary facilities.

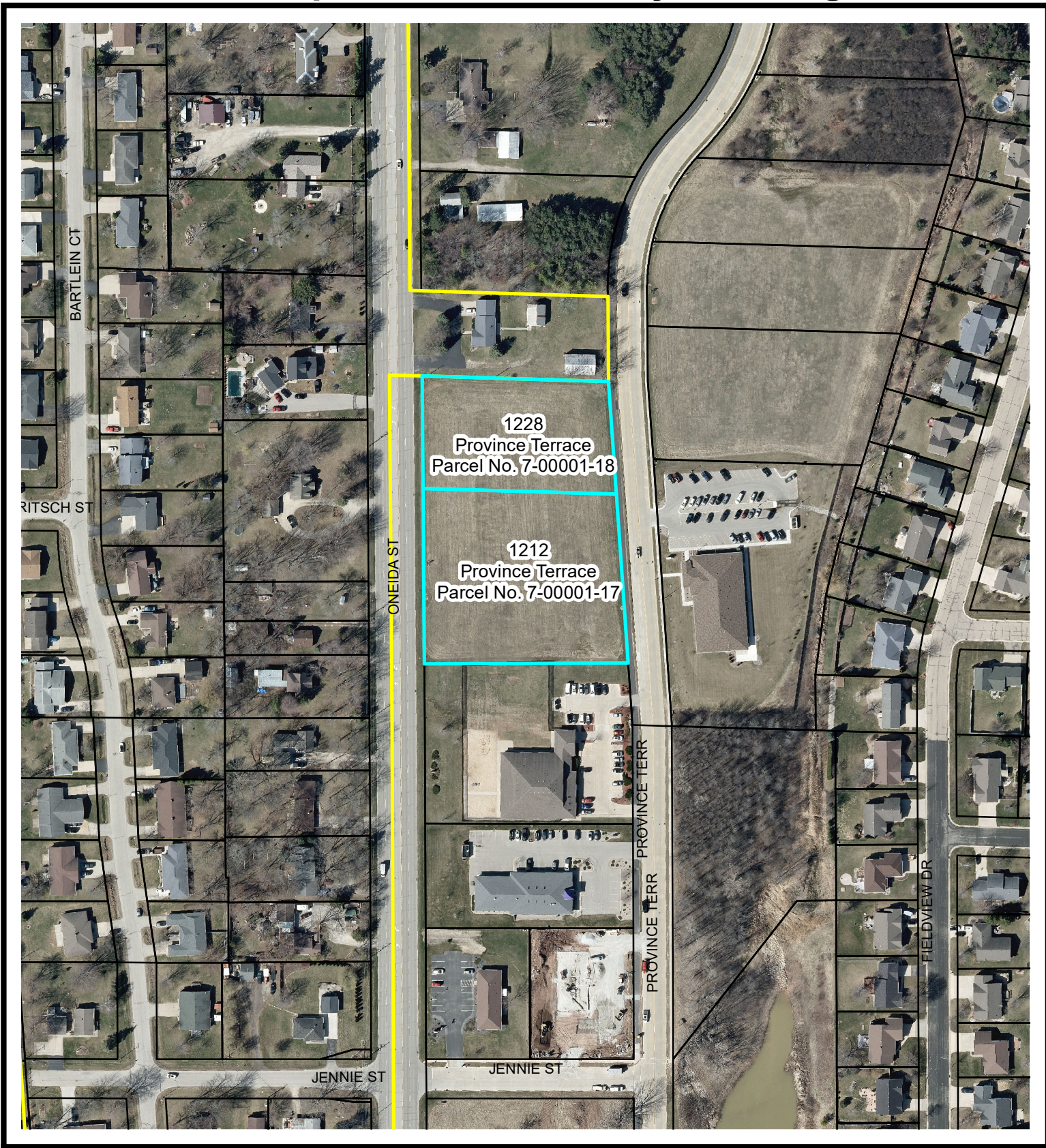
The properties are located within an area served by public utilities and streets. The location being within an established service area promotes efficient use of public infrastructure and encourages infill and redevelopment.

The Plan Commission did hold an informal public hearing and reviewed the special use permit request at their March 3, 2026 meeting. At that meeting, there was no opposition to the project during the public comments, and the Plan Commission recommend the Common Council approve the special use permit.

Staff and Plan Commission recommend approval of the special use permit for the multi-family housing at 1212 Province Terrace (Parcel No. 7-00001-17) and 1228 Province Terrace (Parcel No. 7-00001-18) as presented with the following conditions:

- 1. A Certified Survey Map (CSM) shall be submitted and approved by the Common Council prior to the Revocation language outlined in Special Use Permit, section 13-1-11(e) of the Menasha Code of Ordinances.**
- 2. A Site Plan shall be submitted and approved by the Plan Commission within one year of the Common Council action approval of the Special Use Permit.**

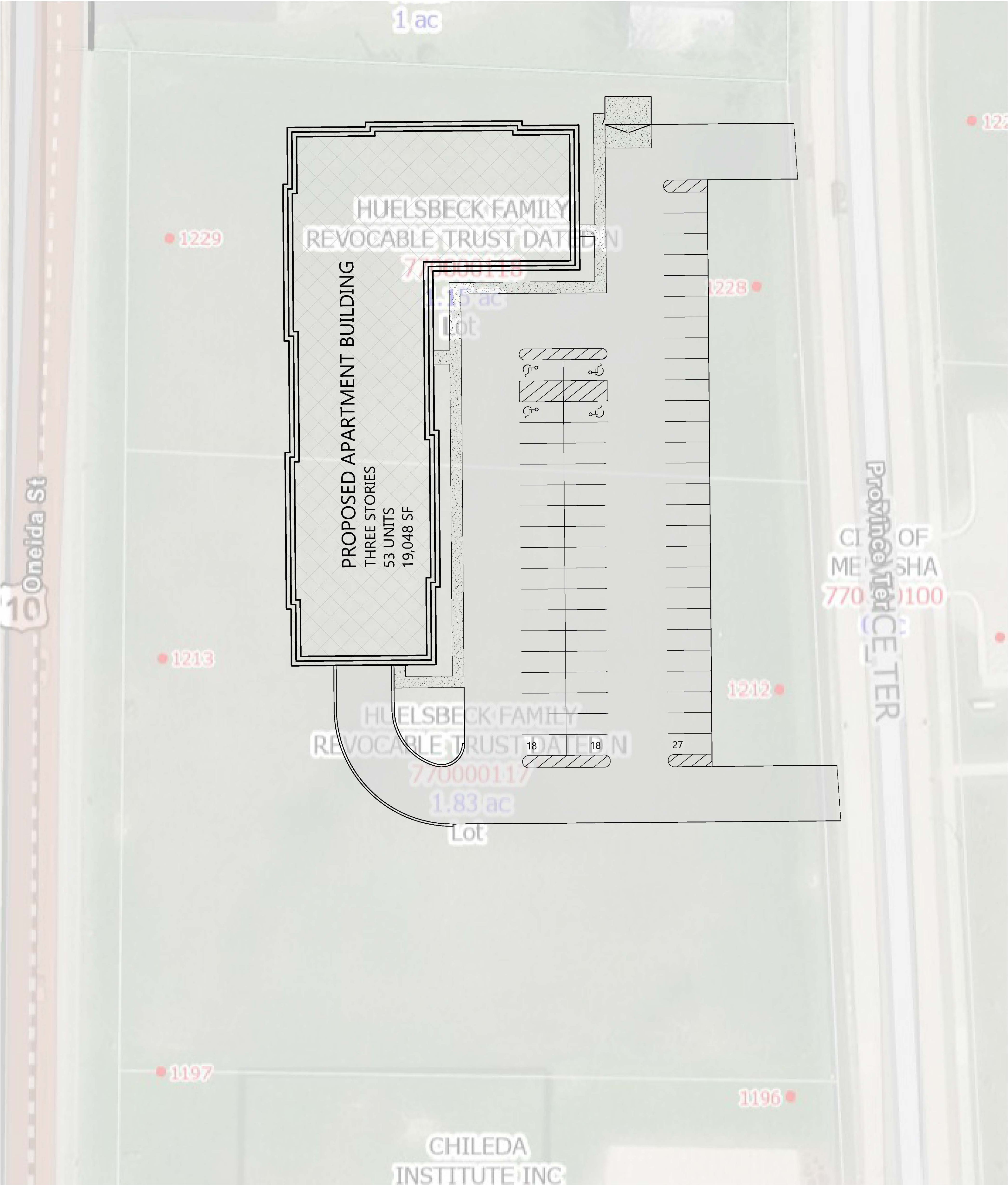
Special Use Permit Location Proposed Multi-Family Housing



Legend

-  City of Menasha Corporate Limits
-  Parcel Boundary
-  1212 Province Terrace (Parcel No. 7-00001-17) and 1228 Province Terrace (Parcel No. 7-00001-18)

N
1 inch = 200 feet



PROJECT INFORMATION

PROPOSED MULTI-FAMILY DEVELOPMENT
MF HOUSING PARTNERS
PROVINCE TERRACE • MENASHA, WISCONSIN

PROFESSIONAL SEAL

PRELIMINARY DATES

OCT. 21, 2025
NOV. 6, 2025
FEB. 12, 2026

JOB NUMBER

250348900

SHEET NUMBER

C1.1

CIVIL SITE PLAN

NOT FOR CONSTRUCTION





MEMORANDUM

To: Common Council

From: Megan Sackett, Parks & Recreation Director/ms

Date: March 5, 2026

RE: Menasha Aquatic Facility Final Draft Concept

Since opening in 1959, the Menasha Pool has served as a cornerstone of community recreation, welcoming thousands of visitors each summer. For more than six decades, the pool has provided a place for families, youth, and individuals to gather, stay active, and enjoy an enhanced quality of life.

As part of the 2025 budget, the City allocated funding to begin the design of a new aquatic facility at Jefferson Park and prioritized reconstruction of the pool as part of the 2026–2027 Capital Improvement Program (CIP). In early October 2025, the City issued a Request for Proposals (RFP) seeking qualified firms to lead the design and development of the aquatic facility. In December 2025, the City contracted with MSA to begin the conceptual design process.

Since that time, the project has included extensive community and stakeholder engagement. The process has included two community open houses, two public surveys, and multiple Park Board workshops that were open to the public.

The community surveys received nearly 800 combined responses, providing valuable input that helped guide the development of the concept plan. Feedback consistently demonstrated strong support for rebuilding a pool as the centerpiece of the park. Community members identified the facility as essential for recreation, water safety, and social connection.

Survey responses emphasized maintaining large open swim areas while incorporating select modern family-oriented features such as slides, a lazy river, and splash elements. An overwhelming consensus also emerged that the community desires a traditional pool experience while preserving the simplicity and functionality that have made the existing pool successful.

Additional priorities included providing ample seating and shade, maintaining views of the lake, including sustainable features and preserving surrounding green space. Overall, feedback consistently emphasized focusing on functionality first, protecting what already works well, and designing a site that remains adaptable, accessible, and welcoming for a wide range of users for generations to come.

Another key component that garnered significant support and need and was identified in the original concept from 2017, was the inclusion of a community space. The updated concept does incorporate a community space in the overall site plan as an alternative future option.

Representatives from MSA and WTI will be on site to present the proposed final site plan, aquatic layout, and building concept option for the new Aquatic Facility. This presentation represents the culmination of the conceptual design phase.

Approval of this concept confirms that the design aligns with the vision that the Park Board and community have helped shape throughout the planning process. Any final feedback or adjustments will help ensure the City presents a clear, well-supported concept as we enter into the capital campaign.

Recommendation

Park Board recommends the Common Council approve the Menasha Aquatic Facility concept plan as presented with the addition of the adventure area bump out in the base cost estimate.









MENASHA AQUATIC FACILITY

OVERALL PARK SITE PLAN

Menasha, WI
March 11th, 2026



MENASHA AQUATIC FACILITY

SITE CONCEPT

Menasha, WI
March 11th, 2026



*FUTURE/OPTIONAL

WALKING LOOP



PEDESTRIAN BLVD



FOOD TRUCK ALLEY



*FUTURE/OPTIONAL

LAKESIDE TERRACE SEATING AREA(s)

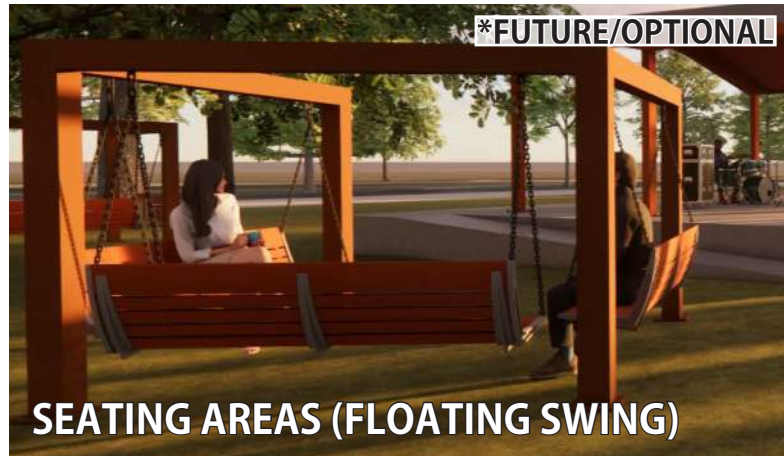


*FUTURE/OPTIONAL

TABLE PODS



SEATING AREAS (EXISTING)



*FUTURE/OPTIONAL

SEATING AREAS (FLOATING SWING)



*FUTURE/OPTIONAL

SEATING AREAS (HAMMOCK GARDENS)



*FUTURE/OPTIONAL

COMMUNITY GIVE - BACK GRILLING PATIO



STORMWATER PLANTINGS



PROVISIONS FOR FESTIVALS YEAR ROUND

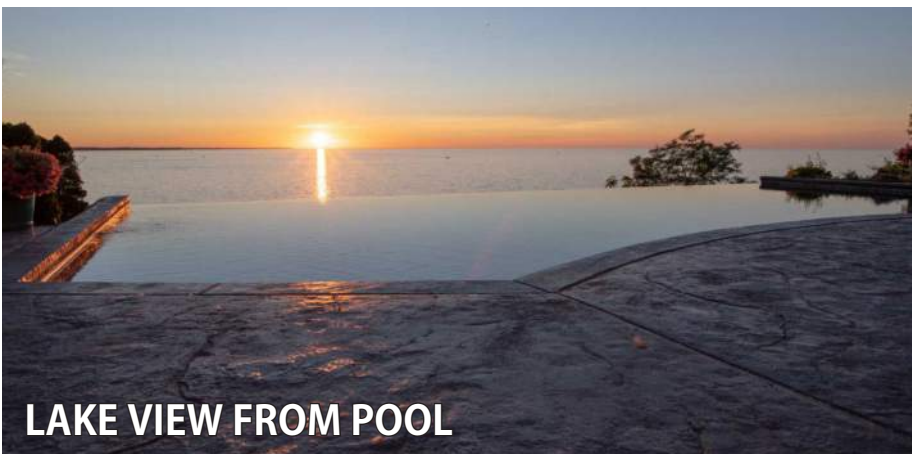


DROP-OFF LANE



*FUTURE/OPTIONAL

SAND VOLLEYBALL (PRE-SERVE-RELOCATE)



LAKE VIEW FROM POOL



BIKE AMENITIES



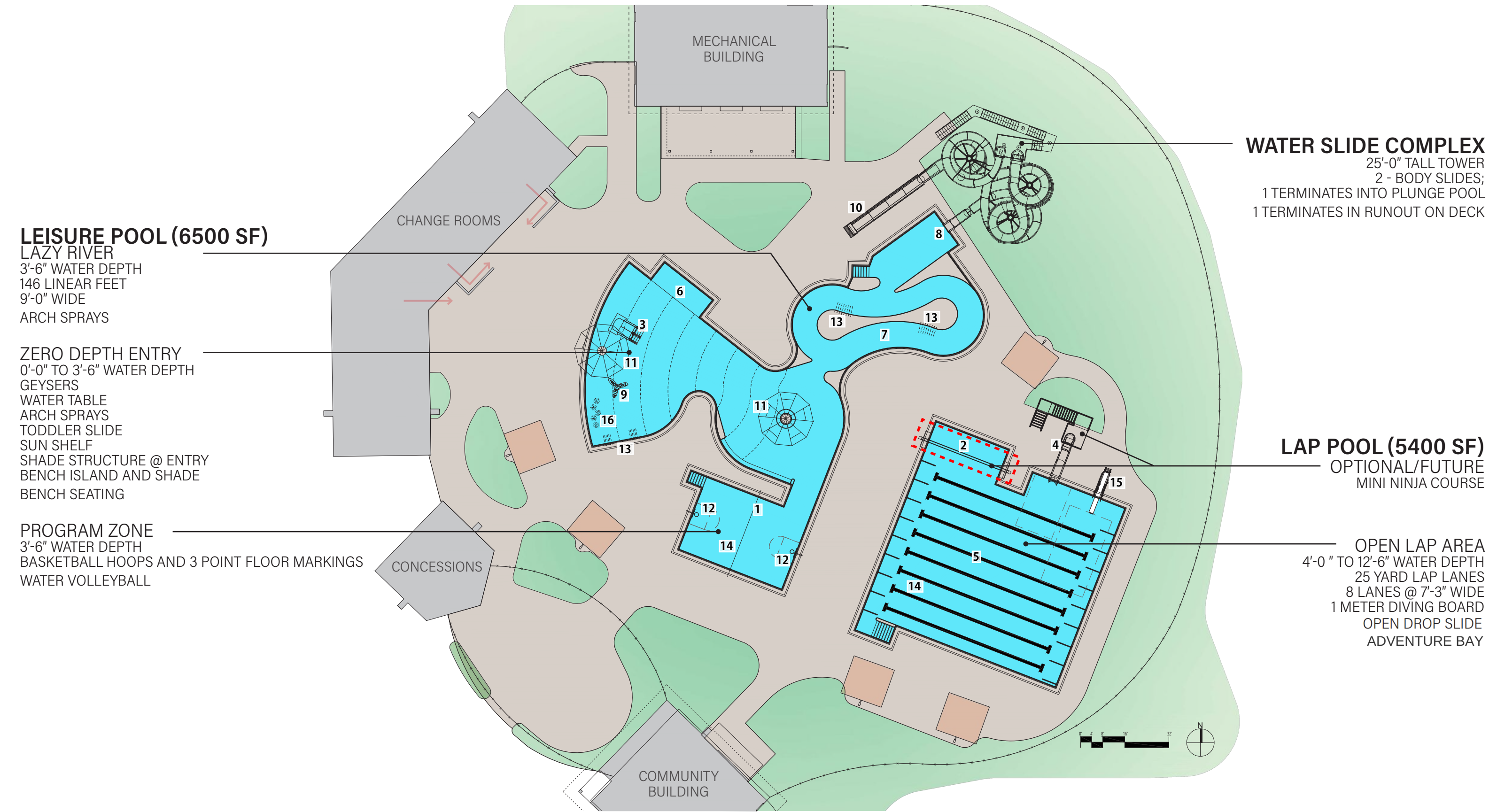
PARKING LOT

PARK/SITE

MENASHA AQUATIC FACILITY
CHARACTER IMAGERY

Menasha, WI
March 11th, 2026

AQUATIC CONCEPT





1 - WATER VOLLEYBALL



***FUTURE/OPTIONAL**

2 - MINI NINJA COURSE



3 - TODDLER SLIDE



4 - OPEN DROP SLIDE



5 - LAP LANES



6 - LOUNGE CHAIR SHELF



7 - LAZY RIVER



8 - BODY SLIDE - PLUNGE



9 - WATER TABLE



10 - BODY SLIDE - RUNOUT



11 - SHADE IN POOL



12 - WATER BASKETBALL



13 - ARCH SPRAY

**AQUATIC
AMENITIES**



14 - WELLNESS / FITNESS AREA



**15 - 1 METER
DIVINGBOARD**



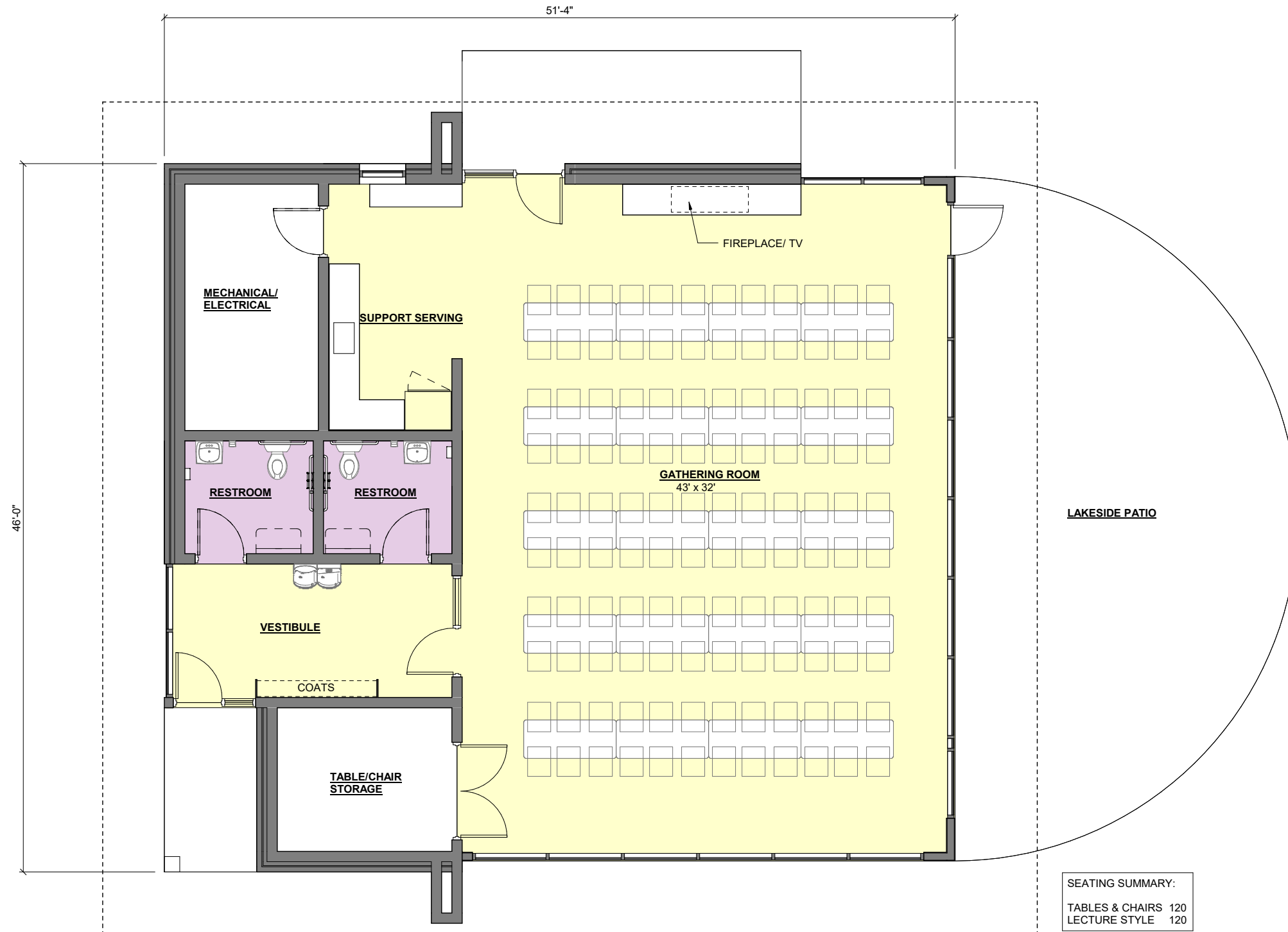
16 - GEYSERS

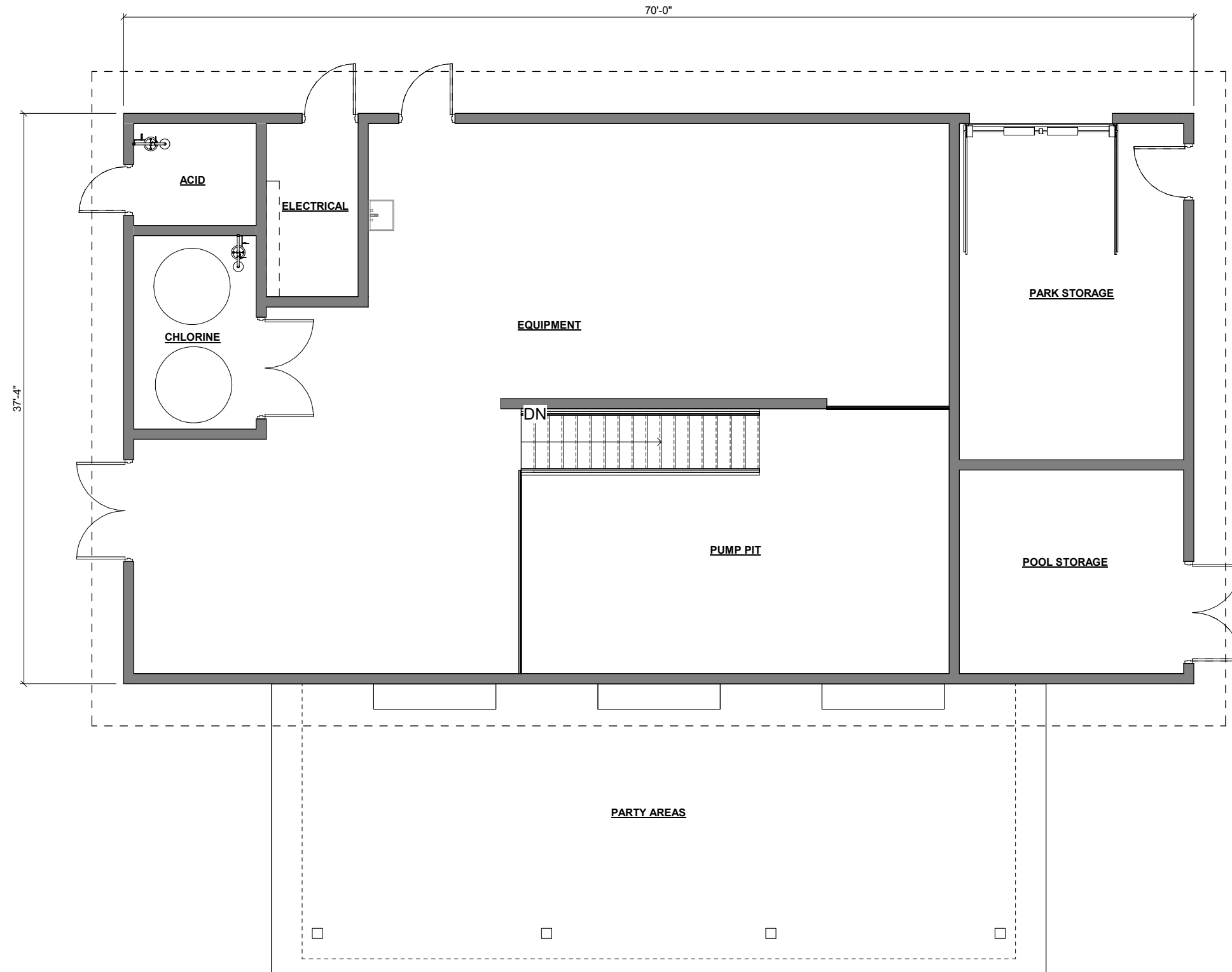


MENASHA AQUATIC FACILITY
BATHHOUSE FLOOR PLAN - 6180 SF

MENASHA, WISCONSIN
March 11th, 2026







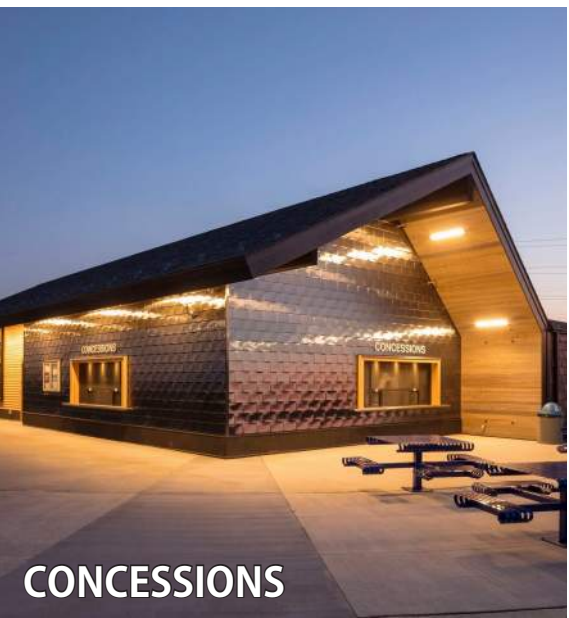
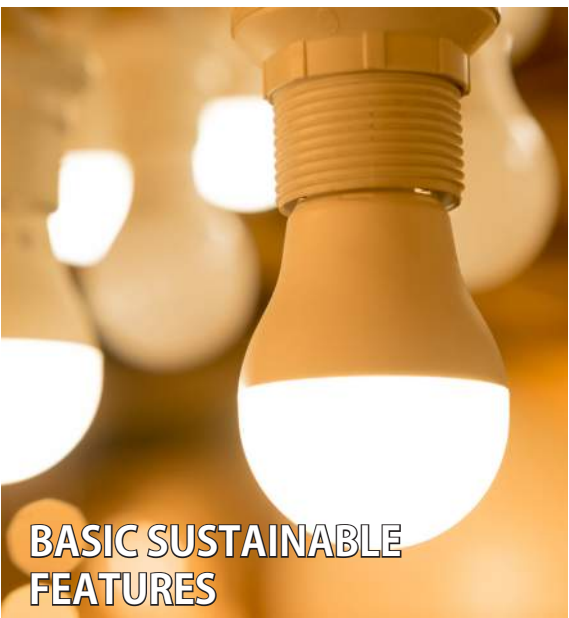
MENASHA AQUATIC FACILITY **EQUIPMENT BUILDING FLOOR PLAN - 2600 SF**

MENASHA, WISCONSIN
 March 11th, 2026





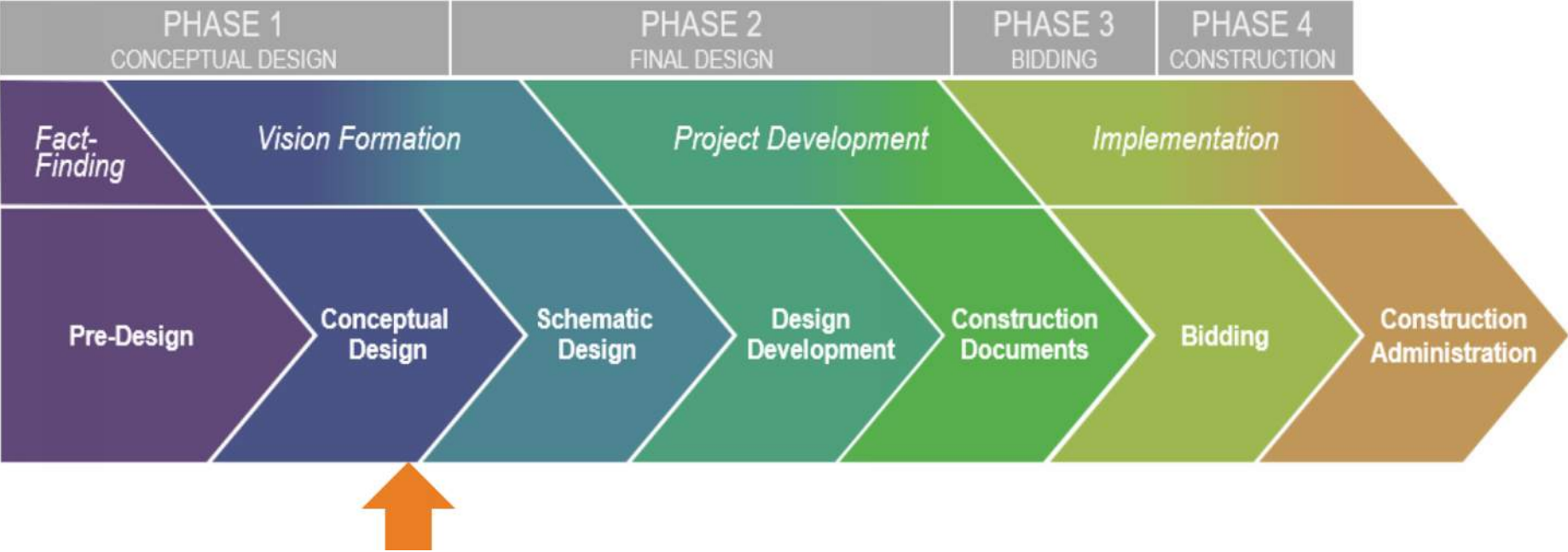
BUILDING



MENASHA AQUATIC FACILITY

CHARACTER IMAGERY

Menasha, WI
March 11th, 2026



Project Schedule

Capitol Campaign
Feasibility Study Initial Findings
Demolition Complete

Mid-June 2026
Fall 2026

Final Design Phases

Start
Complete

Early July 2026
Mid-November 2026

Bidding & Award Phase

Bids Due
City Award

Mid-December 2026
Mid/Late December 2026

Construction Phase

Start Management
Substantial Completion
Pool Opens

January 2027
Mid-May 2028
June 2028

CONCEPTUAL DESIGN – COSTS SUMMARY

MENASHA AQUATIC FACILITY

MSA #: 07684015



March 12, 2026

PROJECT BUDGET SUMMARY		
Item	Cost	Comments
Site Development/Storm Water	\$1,605,000	
Aquatics/Pool Deck	\$7,645,000	
Buildings	\$3,600,000	
SITE/AQUATICS/BUILDINGS Subtotal	\$12,850,000	
Design and Contingency Allowance	\$535,000	Design & Construction Contingency Allowances
Total Construction Budgets	\$13,385,000	Bid Estimate
Other Direct Owner Costs	\$1,615,000	Direct Purchase Items, A/E fees, Geotech, Facility Demo by City & Other
Global Estimated Budget	\$15,000,000	
ALTERNATE BID OR FUTURE OPTIONS (includes associated costs such as A/E and contingency)		
ADD Community Building	\$1,500,000	Alternate Bid or separate project
ADD Mini Ninja	\$500,000	Alternate Bid
Total ADD	\$2,000,000	
GENERAL NOTES: 1. Single Project and single prime General Contractor 2. Construction Sequence: start early spring 2027, Completion/Open: Spring 2028 3. Cost projection based on conceptual design (March 2026). 4. City to consider adding further general overall contingency.		



MEMORANDUM

Date: March 12, 2026
To: Common Council
From: Megan Sackett, Director Parks and Recreation Dept/ms
RE: Menasha Aquatic Facility Schedule Communication

In early December 2025, the City began the conceptual design process for the new Aquatic Facility. This phase has included opportunities for the Park Board, City staff, and the broader community to actively participate in shaping the vision and priorities of the project. Throughout this process, we have gained valuable insight into community expectations, desired amenities, and the strong support for a modern aquatic facility.

The City is dedicated to providing places and play that help our community thrive. The proposed state-of-the-art pool facility is anticipated to be a significant asset not only for our residents but for the entire region, supporting recreation, wellness, youth programming, and community connection.

Our original goal was to open the facility in Summer 2027. However, as the conceptual design process has progressed and project scope and funding considerations have been further evaluated, it has become clear that adjusting the timeline would better position the project for long-term success.

Extending the opening date to Summer 2028 will:

- Better align with the City's borrowing schedule and financial planning.
- Allow adequate time to conduct a thoughtful and strategic capital campaign.
- Ensure proper engineering, detailed design development, and construction management planning.

This adjusted timeline allows the City to move forward in a fiscally responsible manner while maintaining the quality and integrity of what is truly a generational investment. The new Aquatic Facility represents the final major component of our long-term park revitalization efforts and will serve as a cornerstone amenity for decades to come.

By taking the time to plan, fund, and construct this project thoughtfully, we are setting it up for long-term success and sustainability. Good things are worth the wait, and this deliberate approach ensures the facility will proudly serve our community for generations.

Based on staff recommendation, Park Board approved the adjusted project schedule to extend the opening date to Summer 2028.



MEMORANDUM

To: Common Council

From: Megan Sackett, Parks & Recreation Director/ms

Date: March 5, 2026

RE: Professional Services Agreement by and between the City of Menasha and Bob Carter Companies, LLC, dba Carter, for a Capital Planning Study for the Jefferson Park Aquatic Facility – not to exceed \$52,000.

The City has experienced strong philanthropic success with several recent community projects, demonstrating both donor capacity and community willingness to invest in transformational amenities. To effectively position the Aquatic Facility for similar success, staff recommends engaging a consultant to conduct a comprehensive capital campaign planning (feasibility) study.

The current preliminary estimate for the new Aquatic Center is approximately \$15 million. The City has budgeted \$8 million toward the project between the 2026 and 2027 budgets, leaving an anticipated philanthropic need of approximately \$7+ million to fully realize the vision for the facility.

The planning study is an initial four-month engagement, during which the recommended consultant will help the City of Menasha provide a thorough evaluation of our campaign readiness as well as actionable recommendations for and counsel toward the City of Menasha's best opportunities to be successful.

The scope of services for this planning study would include:

- Assessing the community's readiness and capacity to support a \$7+ million campaign.
- Conducting confidential interviews with key stakeholders, prospective major donors, and community leaders.
- Evaluating the project narrative, case for support, and proposed campaign structure.
- Recommending a realistic fundraising goal, timeline, and campaign strategy.
- Identifying and evaluating philanthropic prospects and campaign leadership structure.

Both consultants included in this scope of work have demonstrated success with capital campaigns. One firm was recently involved in the successful Mary Beth Nienhaus Activity Center campaign, bringing relevant local experience and familiarity with our philanthropic landscape.

Engaging a consultant for a formal planning study will provide the City and Park Board with objective data, strategic direction, and a clear understanding of fundraising feasibility before launching a full capital campaign. This step will help ensure that the Aquatic Facility project is positioned for financial success.

Recommendation

Parks and Recreation Board recommend approval to the Common Council of a Professional Services Agreement by and between the City of Menasha and Bob Carter Companies, LLC, dba Carter, for a Capital Planning Study for the Jefferson Park Aquatic Facility – not to exceed \$52,000.



**PROPOSAL FOR
A CAMPAIGN PLANNING STUDY**

February 20, 2026

We believe in the power of philanthropy to change the world.

CARTER



PROJECT OVERVIEW

Founded in 1874, the City of Menasha is home to some of the world's largest companies, and its place on the water continues to be an advantageous position with some of the most accessible waterfrontage in the Fox Cities. The City of Menasha's Parks and Recreation department is dedicated to providing places and play that help their community thrive.

Over the past few years, the City of Menasha has experienced philanthropic success that has resulted in numerous initiatives being funded to enhance the quality of life for the residents of Menasha and the surrounding area. Carter believes that the City of Menasha is poised to leverage past fundraising success and embark on a major capital campaign to secure the remaining funds required to conduct a full reconstruction of the Jefferson Park pool. This new state-of-the-art pool facility is expected to be an incredible asset to the entire Fox Cities region.

The estimated project costs are approximately \$15 million, and the City of Menasha has already received an \$8 million commitment from the city. Therefore, the additional philanthropic need is estimated to be about \$7 to \$8 million. Carter is recommending a campaign planning study to effectively assess and address the fundraising opportunities that exist.

This proposal has been developed based on recent conversations between Austin Hammond, the City of Menasha's Mayor; Megan Sackett, Parks and Recreation Director; Tonya Dederling, Principal, Vigeo Nonprofit Advising & Coaching; and Steve Higgins, President & CEO of Carter.

We appreciate your consideration of Carter and look forward to subsequent conversations to further explore our potential partnership.

CARTER TEAM

Carter hand-selected a core team to lead the engagement with the City of Menasha. This team brings extensive expertise specific to the City of Menasha's needs, with access to and backing by:

- The entire Carter team of more than 50 senior-level professionals living throughout the world, each with decades of deep and diverse experience.
- Carter's broad network of subject-matter experts and fundraising partners to augment our work in specific areas and when unique circumstances arise.



Steve Higgins, CFRE – President & CEO

Steve will provide executive oversight, supporting the development of the recommendations and presenting the planning study report. As one of the most respected consultants in the profession, Steve is well-known for his ability to help organizations embrace and achieve bold goals that lead to transformational gifts and impact.



Teri Howe – Managing Director

Teri will serve as the team lead and day-to-day point of contact for the City of Menasha. She will support the creation of the project summary, conduct interviews on behalf of the City of Menasha, work closely with the team to develop Carter's recommendations and support Steve in presenting the planning study report. Teri has over 30 years of experience in senior-level development positions.



Martha Wells – Managing Director

Martha will serve as the planning study coordinator, responsible for designing and coordinating the data collection tools and analysis used to inform the study process and final recommendations. She will also conduct interviews and support the development of the project summary, as well as the final report. Martha brings over 30 years of fundraising and strategic communications experience in the nonprofit sector.



Tonya L. Dederling, CFRE – Founder & CEO (Vigeo)

Tonya will support the Carter team with local intelligence and lead the creation of the interview sample. Tonya brings decades of nonprofit leadership experience, as well as a deep understanding of the region's philanthropic landscape.

Complete biographies for members of the City of Menasha's engagement team are included at the end of this proposal.

SCOPE OF WORK

Carter is proposing an initial four-month engagement, during which we will help the City of Menasha ensure the **five campaign essentials** are present for the campaign. Our scope of work is designed to provide a thorough evaluation of each of the following areas, as well as actionable recommendations for and counsel toward the City of Menasha's best opportunities to be successful.

1. Leadership

The success of the City of Menasha's campaign hinges on philanthropic leadership. The key is to motivate the best and strongest volunteer leaders to be actively involved in the effort. While we may not always attract the perfect leader to the perfect role, we must have key leaders involved to ensure success.

2. Compelling and Emotional Case for Support

The case for support must clearly communicate the City of Menasha's bold vision for the future, building confidence that the need is urgent, and that private philanthropy is the most effective path forward. Constituents at all levels of giving will view the project as worthy of philanthropic investment and be motivated to act when they are emotionally connected and convinced the opportunity is unique, urgent, and achievable.

3. Adequate Internal Resources

These include the necessary professional staff, systems, technology, processes, and budget to ensure fundraising can not only be supported but that the City of Menasha is capable of stewarding relationships for repeat giving over time.

4. A Great Plan

Every campaign has just one opportunity to be executed properly. Too often, organizations rush into "asking" without first creating the proper leadership structure and internal capacity to sustain long-term fundraising. Therefore, it is imperative that the City of Menasha's efforts are based on a well-informed, data-driven plan that prioritizes all the best opportunities for success.

5. Access to Philanthropic Dollars

The City of Menasha must be certain it has access to enough qualified prospects to ensure its fundraising goals can be achieved and that the proper proportion of prospects relative to capacity and level of interest is available.

Planning Study (Months 1-4)

Develop the Study Components (Months 1-2)

- Create a gift pyramid for the campaign objective. (We will mutually determine the test amount.)
- Collaborate with the City of Menasha to identify an appropriate interview sample. (Carter will determine an appropriate mix of city council members, parks and recreation board members, major donor prospects, community leaders, and relevant foundation and corporate representatives.)
- In conjunction with the City of Menasha, develop a project summary to be tested during the interview process.
- Draft gift acceptance policies for review and approval by the City of Menasha.
- Ensure that the City of Menasha has strong gift acknowledgement and gift acceptance processes in place and assess the staff's capacity to support campaign activities.

Gather and Evaluate Stakeholder Input (Months 2-3)

- Conduct 30 to 35 personal interviews with select city council members, parks and recreation board members, major donor prospects, community leaders, and relevant foundation and corporate representatives.
- Conduct a web-based survey for key stakeholders who are not part of the personal interview sample. (Option, with an additional fee.)
- Use the information retrieved from the interviews and web-based survey, if applicable, to develop the appropriate analysis, statistical information, observations, and recommendations to proceed.

Presentation of the Results (Month 4)

- Present the preliminary planning study to a select group of key leaders from the City of Menasha.
- Present the final planning study to selected leaders from the City of Menasha in a retreat format, which will generate momentum and excitement while also preparing volunteer leaders for their collective role in the campaign effort.

The **final report** will include, but not be limited to, the following key elements:

- Image and reputation of the City of Menasha
 - Philanthropic approach
 - Impact of the pool project
- Project summary
 - Rationale and urgency
 - Obstacles to overcome and opportunities to capitalize on
- Internal readiness
 - Staff capacity
- Leadership
 - Volunteer strength and engagement
 - Identification of key leaders
 - A confidential list of suggested leaders will be provided to the City of Menasha's Parks and Recreation Director
- Assessment of the prospect pool
 - Lead gift opportunities
 - Top 10 gift opportunities
 - Overall prospect pool
 - A confidential list of suggested major donors will be provided to the City of Menasha's Parks and Recreation Director
 - Assessment of planned giving opportunities to maximize philanthropic support
- Recommendations to proceed
 - Suggested provisional goal and accomplishments needed to validate the campaign goal
 - Campaign structure
 - Case messaging
 - Volunteer and staffing roles
 - Campaign sequencing and timeline
 - Prospect development strategies

PARTNERSHIP APPROACH

Carter will work with the City of Menasha to immediately develop a detailed action plan for the engagement, including deadlines and accountability. Carter will manage the action plan, guiding the City of Menasha through each step to ensure that all who are involved understand their respective roles.

The action items for which the City of Menasha will be responsible include:

- Co-creating the project summary with Carter.
- Supplying Carter with the necessary information to determine the most effective interview sample.
- Scheduling interviews following the agreed-upon sequence.
- Sending appointment reminders and the project summary (via email or other appropriate means) to those who have agreed to be interviewed.
- Sending thank-you letters to those who were interviewed.

Carter will provide a **planning study resource guide** that explains each step in the planning study process, including sample emails, letters, and templates that can be customized to the specific situation.

FEES AND EXPENSES

The fee to Carter for this four-month engagement is \$40,000 payable per the schedule below. Should the City of Menasha and Carter mutually agree after we engage that a web-based survey is valuable, an additional \$5,000 will be added to the fee.

Our fee is a fixed fee that has been created to account for the time, materials and expertise needed to support this proposed engagement. Carter does not provide hourly fees. We want the City of Menasha to reach out to us at any time during the engagement without incurring additional costs.

The fee does not include travel, meals, or lodging. These expenses would be billed separately, but reasonable due to our ability to support much of the work virtually.

Fees are due as follows:

\$10,000	March 15, 2026
\$10,000	April 15, 2026
\$10,000	May 15, 2026
\$10,000	June 15, 2026

This fee is valid for 90 days from the date of submission.

CONCLUSION

Carter is excited about the prospect of partnering with the City of Menasha. Please direct any questions regarding this proposal to Steve Higgins. Thank you for your consideration of us as your campaign partner.

Steve Higgins, CFRE
President & CEO
772-559-7260
shiggins@carter.global



ABOUT CARTER

Co-founded by Bob Carter and Steve Higgins in 2011, Carter selects its team members from the nation's most respected nonprofit professionals. We work in the areas of fundraising, governance and organizational planning to advance philanthropy worldwide.

- **Unparalleled experience:** Each Carter consultant brings decades of executive-level development experience to serve as an extension of your team and help you maximize your organization's potential and better serve your cause.
- **A proven record of results:** Carter team members have collectively guided hundreds of organizations in successfully planning for and implementing significant and transformational campaigns and organizational progress.
- **Partners for today and the future:** Our objective is to unlock your team's brilliance and the opportunities that lie within. We will always make ourselves available as a resource to you – we know working together makes us ALL smarter.
- **Creative solutions, sound practices:** Some consultants provide cookie-cutter solutions. Not Carter. We respect the individuality of each partner and create customized solutions grounded in best practices that produce results.

WE BELIEVE IN THE UNIQUE POWER OF PHILANTHROPY TO CHANGE THE WORLD.

We rely on the following core values to guide our work:

Integrity and Justice: We believe our partners and the philanthropic sector become stronger when our work is rooted in honest and authentic counsel, allowing us to make real strides toward a more benevolent world.

Compassionate and Loyal Relationships: We build strong relationships by listening, sharing values, and acting with our partners' best interests in mind. We care for, celebrate, support and stand united with our partners as we work together to achieve and exceed goals.

Leadership and Courage: We are philanthropic professionals as well as volunteer leaders. We step up and step in where needed, and we are not afraid to take on big challenges to help organizations reach bold new levels.

Personal Growth: As philanthropy evolves, so do we. Our team is continuously growing and strengthening our skills as individuals and as a company to meet the changing needs of our partners, sector, regions and world.

SAMPLING OF CARTER PARTNERS SERVED

References Available Upon Request

Arcadia All-Florida Championship Rodeo; Arcadia, FL
Association of Fundraising Professionals (Global Office); Arlington, VA
Baltimore Orioles; Baltimore, MD
Berkely Preparatory School; Tampa, FL
Big Sur Land Trust; Monterey, CA
Burden Museum & Gardens; Baton Rouge, LA
Camp Agawam; Raymond, ME
Chesapeake Conservancy; Annapolis, MD
Clearwater Marine Aquarium; Clearwater, FL
Gifford Youth Achievement Center; Vero Beach, FL
Greater Yellowstone Aquatics Corporation; Bozeman, MT
Jacobs Camp; Utica, MS
Ligonier Valley YMCA; Ligonier, PA
Marie Selby Botanical Gardens; Sarasota, FL
Maryland Environmental Trust; Crownsville, MD
National Fisheries Institute; McLean, VA
National Geographic Society & Education Foundation; Washington, DC
Norwalk River Valley Trail; Georgetown, CT
Olympiadas Especiales; Mexico City, Mexico
Parks & People Foundation; Baltimore, MD
Pittsburgh Cultural Trust; Pittsburgh, PA
Pittsburgh Harlequins Rugby Football Association; Pittsburgh, PA
Recreation and Park Commission for the Parish of East Baton Rouge; Baton Rouge, LA
Roland Park Community Foundation; Baltimore, MD
Roundup River Ranch; Gypsum, CO
Sarasota Youth Sailing; Sarasota, FL
Seafood Nutrition Partnership; Arlington, VA
SOAR; Balsam, NC
Tennis Alliance of Anne Arundel County; Annapolis, MD
The Lauri Ann West Community Center; Pittsburgh, PA
Thomas A. Plein Foundation; Appleton, WI
U.S. Water Partnership; Arlington, VA
United States Center for SafeSport; Denver, CO
United States Olympic Committee; Colorado Springs, CO
Vermilion Athletic Booster Club; Vermilion, OH
Vero Beach Bridge Center; Vero Beach, FL
Waterfront Partnership of Baltimore; Baltimore, MD
World Golf Hall of Fame; St. Augustine, FL
YWCA USA; Washington, DC



Steve Higgins, CFRE

President & CEO



Steve Higgins, CFRE, is one of the most respected nonprofit consultants in the profession. He is a passionate, dynamic and accomplished leader who has advanced the missions of more than 200 organizations across the world, inspiring them to embrace transformational visions, guiding their work to strategically and successfully accomplish their aspirational goals, and providing them with the solutions they need to sustain their expanded impact.

With 30 years of combined consulting and nonprofit experience, Steve provides counsel in fundraising, governance, and organizational planning to nonprofits and NGOs in all market segments. He works alongside and coaches staff and volunteer leadership to significantly enhance major and mega gift strategies, guide campaign planning and execution efforts for maximum results, and build organizational capacity and cultures of philanthropy.

Steve was promoted to President of Carter in 2015, and he assumed the CEO role in 2020. Prior to co-founding Carter in 2011, Steve spent nearly six years as a Senior Vice President of Ketchum. In his role as a member of Ketchum's Senior Leadership Team, Steve directed Ketchum's client development efforts. He also held leadership positions with Saint Edward's School in Vero Beach, Florida; The Pittsburgh Technology Council in Pittsburgh, Pennsylvania; and The Gow School in South Wales, New York.

Board Membership

A frequent speaker at international, national, and regional fundraising conferences, Steve is a Past President of Indian River County's Association of Fundraising Professionals (AFP) and has served on AFP International's Committee on Directorship. Steve currently serves on the Board of Trustees at The Gow School in South Wales, New York. Previously, he served for three years as the Church Moderator at The Community Church of Vero Beach. Steve also served on the Industry Advisory Council for CASE (Council for Advancement and Support of Education) and the Boards of the Education Foundation of Indian River County; Leadership Pittsburgh; Girl Scouts of Southwestern Pennsylvania; and The Mendelssohn Choir of Pittsburgh. Steve is also a past member of the Business

Program Advisory Committee at Vero Beach High School, where he continues to provide career advice to the school's business students.

Client Experience

Several of the clients Steve has provided counsel to include: *Ashley Treatment Center, Havre de Grace, MD; Berkeley Preparatory School, Tampa, FL; Bishop Museum of Science and Nature, Bradenton, FL; Boys' Latin School, Baltimore, MD; Camp Agawam, Raymond, ME; Canterbury Woods, Williamsville, NY; Chesapeake Conservancy, Annapolis, MD; City Theatre, Pittsburgh, PA; Gifford Youth Achievement Center, Vero Beach, FL; Guadalupe Center, Naples, FL; Headington Institute, Pasadena, CA; Hillsborough Community College, Tampa, FL; Knoxville Museum of Art, Knoxville, TN; Lake Highland Preparatory School, Orlando, FL; Monongahela Valley Hospital Foundation, Monongahela, PA; Nevada Community Foundation, Las Vegas, NV; Pittsburgh Cultural Trust, Pittsburgh, PA; Raise the Future, Denver, CO; Ronald McDonald House of Maryland, Baltimore, MD; Senator John Heinz History Center, Pittsburgh, PA; UCLA, Los Angeles, CA; United Way of Greater Atlanta, Atlanta, GA; and WISH Foundation, New Delhi, India.*

Personal

A graduate of Elon University in Elon, North Carolina, Steve and his wife, Char, live in Vero Beach, Florida. They have a daughter, Lottie, and two sons, Andrew and Luke. Steve coaches youth basketball.



Teri Howe

Managing Director

A seasoned professional with over 30 years in nonprofit development and communications, Teri Howe is a recognized leader in all aspects of fundraising, with significant experience in major gifts, capital campaigns and annual giving programs. Highly regarded for her extensive working knowledge of nonprofit philanthropy, Teri's skillset readily complements development programs at all levels and stages.

Prior to joining Carter, Teri was engaged in the independent school sector for 27 years as Director of Institutional Advancement, Director of Communications, Director of Development, Director of Annual Giving, and Director of Corporate and Foundation Relations. She also has deep development and communications experience leading human services/patient advocacy and conservation-focused organizations.

Teri's fundraising counsel focuses on development planning, campaign counsel, major gifts and annual giving, strategic planning, communications, grant strategies, and staff and board coaching. She focuses her efforts on increasing, diversifying, and sustaining philanthropic support from both the public and private sectors and driving the creation of clear and consistent communications. She is known for being a mission-focused thought leader, creative problem-solver, and agile communicator – a capable driver of short-term and long-term goals.

Leadership Experience and Approach

Previously, Teri held leadership roles at the Cleveland Zoological Society, Lawrence School, Laurel School, Ruffing Montessori School and the Platelet Disorder Support Association, all located in Northeast Ohio.

Teri understands that central to every nonprofit is a mission and vision worth sharing and supporting. She enjoys working closely with organizational leadership and staff to plan strategically, identify and prioritize needs, think big while staying true to mission, drill down to get to the core of what needs to be accomplished, set measurable goals and objectives, and articulate emotional and urgent cases for support. Leveraging the strategic planning process, Teri offers capable guidance to board and staff leadership

in setting ambitious goals, metrics, and timetables to ensure accountability and progress.

Applying her expertise in writing and communications, Teri leads nonprofits through the creation of strategic, mission-driven messaging to build stakeholder and community engagement, enhance visibility and reputation, inspire collaborative partnerships, and increase the vested involvement and philanthropic support of constituents. She underscores the importance of this process by stating, "Thoughtful messaging reminds others why your organization matters, what makes it unique, and why you are worthy of their investment."

Client Experience

Several of the clients Teri is currently providing counsel to or has provided counsel to include *Chadwick School, Palos Verdes, CA; Charlotte is Creative, Charlotte, NC; Dexter Southfield School, Brookline, MA; Kanawha Charleston Humane Association, Charleston, WV; Operation Mobilization USA, Tyrone, GA; Rivers of Steel, Pittsburgh, PA; Satchel's Last Resort, Sarasota, FL; Shady Side Academy, Pittsburgh, PA; Straz Center for the Performing Arts, Tampa, FL; United Way of Greater Atlanta, Atlanta, GA; Washington School, Greenville, MS; Westinghouse Arts Academy, Wilmerding, PA; and Westminster Christian School, Palmetto Bay, FL.*

Personal

A graduate of Wittenberg University, Teri lives in Cleveland, Ohio and is enjoying this busy chapter of life with her two college-aged children, Lane and Will, and fiancé, Brad. Her volunteer interests and activities have included the Wittenberg University Alumni Board, St. Ignatius High School, the Cleveland Metroparks, and Western Reserve Rowing Association.

Teri is an avid gardener and enjoys time outdoors – every season of the year. A self-professed optimist, she actively lives by the motto, "*onward and upward!*"



Martha Wells

Managing Director

Martha brings more than 30 years of fundraising and strategic communications experience in nonprofit, corporate and agency environments to Carter partners. She has worked extensively with cultural nonprofits, including museums, aquariums and science centers, in addition to wildlife and environmental science and conservation organizations. Most recently, she oversaw communications and fundraising at The Bishop Museum of Science and Nature in Bradenton, Florida. During her 11-year tenure, she helped grow the annual fund and create a major gifts program, in addition to strategizing and implementing a \$19 million capital campaign.

Martha began her career in public relations and moved into fundraising via government relations. She worked at local, state and national levels to create funding opportunities for individual institutions as well as national programs. Her approach is to create long-term relationships for organizations with their constituents, supporters and communities.

Board Membership

Martha serves on the Board of the EveryCat Health Foundation, is a past President of the Southwest Florida Chapter of the Association of Fundraising Professionals (AFP) and the Charitable Gift Planners of Southwest Florida (CGPSWFL) and currently serves on the CGPSWFL board. She has served as Treasurer for the Florida Caucus of AFP and was on the board of the Crowley Museum & Nature Center and the Suncoast Stargazers.

Education & Experience

Some of the clients Martha is working with, or has worked with, include *All Saints Academy, Winter Haven, FL; Anna Maria Island Historical Society, Anna Maria, FL; The Bishop Museum of Science and Nature, Bradenton, FL; Bradenton Area Economic Development Corporation, Bradenton, FL; Center for the Rights of Abused Children, Phoenix, AZ; Clearwater Marine Aquarium, Clearwater, FL; One Day to Remember, Pittsburgh, PA; Parc Center for Disabilities, St. Petersburg, FL; Senior Friendship Centers, Sarasota, FL; St. Francis Manor, Vero Beach, FL; The Center for the Rights of Abused Children, Phoenix, AZ; and Vital Strategies, New York, NY/Singapore.*

Martha received her Bachelor of Science degree from Northwestern University. Much of her early career was in Chicago, where she discovered her passion for science while working at The Adler Planetarium, Shedd Aquarium and Chicago Zoological Society's Brookfield Zoo. She served as Vice President for a mid-sized national public relations firm prior to moving to Florida in 2001. Martha's work in philanthropy and donor relations began at EcoHealth Alliance (formerly Wildlife Trust), where her responsibilities included grants management and government relations, in addition to working with individual donors for the international organization. She served as Vice President for Communications at Mote Marine Laboratory and Aquarium before joining The Bishop Museum of Science and Nature.

Martha is a certified *FourSight* facilitator and is also certified by the Creative Education Foundation to facilitate creative problem-solving. She taught public relations at Columbia College Chicago and is a frequent presenter at professional development conferences.

Personal

Martha and her husband Randy live on Siesta Key in Sarasota, Florida, with their cat and dog who are still learning to get along. Martha is an astronomy enthusiast and often can be seen looking up at the sky with her telescope or a pair of binoculars.



Tonya L. Dederling, CFRE **Founder & CEO (Vigeo)**



Tonya Dederling, CFRE, is the Founder and CEO of Vigeo Nonprofit Advising & Coaching and serves as a strategic consultant for specific partnerships with Carter. She provides expertise and leadership in strategic planning, succession planning, planning and executing capital campaigns, creating and executing development plans, grant writing, 1:1 leadership coaching, hiring and onboarding development staff, creating a nonprofit, and more. Guided by her values of mutual trust and respect, authenticity, wisdom, honesty, and partnership, Tonya's work is focused on helping nonprofits become more effective and efficient in achieving their missions.

After half of her career in the for-profit sector, successfully leading sales teams and conducting business development, Tonya started her career in the nonprofit sector. She has held a variety of roles in her now 24+ year nonprofit career, starting as a development director, then as Executive Director for an education system foundation in Northeast Wisconsin, where she conducted strategic planning, planned, and executed a capital campaign, researched, and implemented a software conversion, and doubled revenue. She went on to serve in a large healthcare organization as the Executive Director/Chief Development Officer, overseeing three hospital foundations, volunteer services, and the gift shop functions. There, Tonya planned and executed two overlapping capital campaigns raising \$11 million, conducted strategic planning, more than doubled revenue from their annual event, led the merger of seven foundation databases into a common platform, led and managed the regional team through two mergers, and grew overall assets of the organization – just to name a few. In collaboration with four community partners, she led the formation of Project SEARCH at St. Elizabeth Hospital, a program that provides internship opportunities for young adults with disabilities.

Board Membership

Tonya is a current member of the board of directors of the local chapter of AFP (Association for Fundraising Professionals) and chairs the Mentorship Program. She serves as the Vice President and Chair of the Fundraising Committee of the Nonprofit Leadership Initiative (NPLI), a program within the Community Foundation of the Fox Valley Region.

Tonya served on the Neenah/Menasha YMCA Board of Directors, served as a Girl Scout leader for years, chaired the Kaukauna Girls Basketball Association Board of Directors for six years, and chaired and served as the President of the Ascension Council on Philanthropy – a national board of directors supporting all foundations throughout the country.

Awards

In 2014, Tonya was the recipient of the Sister Mary Walter Boyle Excellence in Philanthropy award, an award given to one recipient from all of Ascension's foundations throughout the country, for the successful "It's Personal, Caring for the Community Then and Now" \$6 million capital campaign. In 2015, Tonya was awarded the Outstanding Fundraising Professional Award by the local AFP chapter.

Tonya has been formally trained in all aspects of nonprofit leadership and fundraising, and she currently holds her CFRE, Certified Fund Raising Executive designation, which is held by nonprofit professionals committed to ethical practices and keeping their skills up to date. Tonya holds a certificate in nonprofit board consulting from BoardSource and is a certified TTI Talent Insights DISC and Motivators and Drivers behavior assessment trainer.

Personal

Tonya lives in Sherwood, Wisconsin, near High Cliff State Park with her husband and has two grown daughters living out of state. She enjoys yoga, hiking, spending time in nature, healthy foods, spending time with cherished friends and family, and vacationing in Jackson, Wyoming; Phoenix, Arizona; and Fort Myers Beach, Florida.



MEMORANDUM

To: Common Council

From: Megan Sackett, Parks & Recreation Director/ms

Date: March 5, 2026

RE: Agreement for Reciprocity Between the City of Menasha and the Village of Fox Crossing Park & Recreation Departments 2026-2030

Parks and Recreation program fee reciprocity agreements began in the mid-1990s with Neenah and Appleton and a few years after that with the Town of Menasha, now the Village of Fox Crossing. City of Menasha residents find great value and highly utilizes the reciprocity agreement in place with Fox Crossing.

Each reciprocity agreement is unique to match the comparable services offered in each community.

In the agreement with Fox Crossing, the City of Menasha has reserved its right to charge a non-resident fee for seasonal boat launch passes, swimming lessons, pool passes and Senior Center programming. Fox Crossing has reserved the right to charge a non-resident fee for seasonal boat launch passes and disc golf passes.

The Village of Fox Crossing has agreed to an extended 5-year agreement. Currently the City of Menasha also has a reciprocity agreement with the City of Appleton. In 2024, Neenah opted not to renew the reciprocity agreement.

Following is a multi-year summary of reciprocity use in each community.

Recommendation

Park Board recommends approval to the Common Council for the Agreement for Reciprocity Between the City of Menasha and the Village of Fox Crossing Park & Recreation Departments 2026-2030.

FOX CROSSING

Summary of Fox Crossing Residents Utilizing Reciprocity in Menasha

Year	Registered Rec Participants	Park Shelter Rentals	Senior Center Rentals	Boat launch passes	Resident Savings
2019	148	8	n/a	29 (7% of total sold)*	\$1,560.00
2020	89	5	1	31 (9% of total sold)*	\$600.00
2021	270	7	1	39 (9% of total sold)*	\$1,598.00
2022	280	13	0	33 (7% of total sold)*	\$1,478.00
2023	323	4	2	28 (7% of total sold)*	\$1,659.00
2024	322	8	0	21 (5% of total sold)*	\$1,980.00
2025	368	24	5	21 (6% of total sold)*	\$2,746.00

*paying a non-resident fee as its not part of the reciprocity agreement

Summary of Menasha Residents Utilizing Reciprocity in Fox Crossing

Year	Registered Rec Participants	Park Shelter Rentals	Community Center Rentals	Resident Savings
2019	300	73	111	\$4,067.00
2020	137*	31	57	N/A
2021	209	53	82	\$2,504.00
2022	189	43	80	\$2,824.00
2023	220	63	93	\$3,414.00
2024	280	52	77	\$2,994.00
2025	239	54	81	\$3,095.00

*unable to recover 2020 data due to software upgrade

APPLETON**Summary of Appleton Residents Utilizing Reciprocity in Menasha**

Year	Registered Rec Participants	Park Shelter Rentals	Boat Launch Passes	Pool Passes	Resident Savings
2019	39	9	103 (25% of total sold)	8	\$2,991.00
2020	67	4	91 (27% of total sold)	N/A	\$2,677.00
2021	125	11	119 (27 % of total sold)	N/A	\$3,761.00
2022	168	16	101 (22% of total sold)	N/A	\$3,171.00
2023	115	3	108 (25% of total sold)	N/A	\$2,859.00
2024	114	8	109 (26% of total sold)	N/A	\$3,017.00
2025	108	20	103 (27% of total sold)	N/A	\$3,854.00

Summary of Menasha Residents Utilizing Reciprocity in Appleton

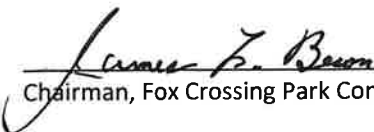
Year	Registered Rec Participants	Park Shelter Rentals	Boat Launch Passes	Pool Passes	Resident Savings
2019	39	9	N/A	8	N/A
2020	67	4	N/A	N/A	N/A
2021	125	11	N/A	N/A	N/A
2022	168	16	N/A	N/A	N/A
2023	115	3	N/A	N/A	\$4,895.00
2024	N/A	N/A	N/A	N/A	N/A
2025	162	7	0	2	\$4,600.00

*Appleton's software did not allow for an accurate representation of number of Menasha users in Appleton for the years 2017-2021

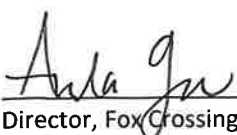
AGREEMENT FOR RECIPROCITY BETWEEN THE CITY OF MENASHA AND VILLAGE OF FOX CROSSING PARK & RECREATION DEPARTMENTS 2026-2030

The Park & Recreation Departments of the City of Menasha, WI and the Village of Fox Crossing, WI, hereby agree to grant resident status, in regard to fees, to the citizens of the other community for the sole purpose of participating in each municipality's park and recreation services, for the term of this agreement listed below.

- 1) The scope of this agreement is limited to the granting of the privileges of residency in regard to fees only.
- 2) Each municipality retains complete control of the policies, operation, administration, and funding of the facilities and services it provides. This includes, but is not limited to, policies that allow registration priorities to municipal residents.
- 3) Each municipality will charge the resident fee to the other municipality's residents in regards to recreation programs and facility rentals under the control of each Parks and Recreation Department. Facility rentals include the Menasha Senior Center and park pavilions as well as the Fox Crossing Community Center and park pavilions.
- 4) The City of Menasha reserves the right to charge a non-resident fee for seasonal boat launch passes, swimming lessons, pool passes, and Senior Center programming.
- 5) The Village of Fox Crossing reserves the right to charge a non-resident fee for seasonal boat launch passes and disc golf passes.
- 6) Each municipality will verify proof of residency of participants from the other community and supply residency information for participant verification.
- 7) This agreement shall be in effect from January 1, 2026 through December 31, 2030. The agreement may be extended for another term by mutual agreement of both municipalities, or terminated, without penalty, by either municipality, with thirty (30) days written notice to the other community.


Chairman, Fox Crossing Park Commission

Mayor, City of Menasha


Director, Fox Crossing Parks & Recreation

City Clerk, City of Menasha



MEMORANDUM

DATE March 9, 2026
TO Common Council
FROM Kaija Snyder, City Clerk
RE Interpreting Services for Public Meetings: LanguageLine Solutions Statement of Work, OMNIA Partners Cooperative Contract

The City of Menasha Clerk's Office has recently sought to establish a contract with an interpreting service to better serve the needs of all Menasha community members. Specifically, staff seek to make public meetings more accessible to ESL residents and residents with hearing impairments.

LanguageLine Solutions is recommended by peer municipalities and is used by many local government agencies and school districts. LanguageLine offers on-demand, consecutive ASL and language interpretation, meaning services are provided upon request. This aligns with their payment model – customers pay only for the services they use through an OMNIA Partners cooperative contract. LanguageLine does not enforce a subscription fee or implementation cost.

The City of Menasha has not recently received an ASL or language interpretation request. However, Clerk's Office staff feels it is important that the City is prepared in the event of such requests. Notably, City of Menasha agendas currently invite community members to contact the City for language accommodations. The proposed statement of work would provide a procedure for making these accommodations.

Recommendation: Staff recommend approving the statement of work from LanguageLine Services, Inc. (LanguageLine Solutions), contract administered by OMNIA Partners, with costs subject to user fees outlined in the attached statement of work.

Statement of Work

Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

Participating Public Agency ("Customer"):	Customer # (if applicable):
OMNIA Participation ID:	

This Statement of Work is subject to cooperative purchasing Contract #R210605 (the "Contract") between Region 4 Education Service Center, administered by OMNIA Partners, Public Sector ("OMNIA") on behalf of Participating Public Agencies, and Language Line Services, Inc. ("Company") for Interpretation and Translation Services and Related Solutions. This document is the sole document that reflects Customer's participation in the Contract and pricing for these services. This document must be signed by an authorized representative of you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.64
2	All other languages	\$0.69

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
 - 1Solution™ Analog Dual Handset Phone\$4.50
 - 1Solution Dual Handset IP Phone.....\$12.50
 - Panasonic® Cordless Phone with Dual Handsets\$10.50
- (c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically

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apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone	\$60.00
1Solution Dual Handset IP Phone.....	\$150.00
Panasonic Cordless Phone with Dual Handsets	\$60.00
Panasonic Headset	\$25.00
Handsets with Splitter	\$10.00
Handset Splitters (price per unit).....	\$6.00
Wall Splitters (price per unit).....	\$6.00

2. LANGUAGELINE DIRECT RESPONSE

2.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

STANDARD

- Standard in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

PREMIUM

- Customizable in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Customizable options menu
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Limited English Proficient (LEP) individuals and routed directly to Customer's service providers, and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays.

2.2. DIRECT RESPONSE FEES

- | | |
|--|----------|
| (a) STANDARD | \$350.00 |
| (b) PREMIUM per language | \$650.00 |
| (c) DEDICATED TOLL-FREE LINE per line | \$150.00 |
| (d) INCREMENTAL PRICE PER MINUTE applied to Customer's contracted per minute usage fees for LanguageLine Phone Interpreting. | \$0.25 |

3. LANGUAGELINE INSIGHT VIDEO INTERPRETING

3.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or

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signed language statements between English and another language. Equipment purchases are optional.

- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

3.2. INSIGHT VIDEO INTERPRETING FEES

- (a) **ACTIVATION** Monthly Service Fee or One-Time Fee Waived
- (b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting Based on Total Volume

Sign Language Per Minute Charge	Spanish Per Minute Charge	Other Spoken Languages Per Minute Charge
\$2.25	\$1.50	\$1.85

4. LANGUAGE ONSITE INTERPRETING

4.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide highly qualified interpreters in-person (physical onsite) at Customer's business locations or using Customer's online conferencing platform (virtual onsite) to perform consecutive interpreting between Customer's Service Providers and Limited English Proficient (LEP) individuals, by converting spoken or signed language statements between English and another language.
- (b) **SERVICE DELIVERY**
- Services are available by assignment, with language availability dependent upon regional resources.
 - Virtual onsite assignments using Customer's online conferencing platform may be requested **1-2 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Physical onsite assignments at Customer's business locations may be requested up to **5 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Business locations (city/state/region) where physical onsite assignments will be requested:

City and State:

4.2. LANGUAGELINE ONSITE INTERPRETING FEES

- (a) **MINIMUM ASSIGNMENT TIME** is two (2) hours, with time beyond minimum assignment time billed in 15-minute increments.
- (b) **MILEAGE/TRAVEL REIMBURSEMENT**
- Charged at the prevailing IRS rate.
 - For one-way travel exceeding 60 miles, travel time may be charged at the applicable hourly rate.
 - Parking/tolls charged if applicable.

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- (c) **CANCELATION.** Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the minimum assignment time or reserved time for the assignment.

4.3. PRICING TABLE.

Rate	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$75.00	\$100.00	\$90.00
Non-Standard Hourly Rate	\$112.50	\$150.00	\$135.00
Emergency/Holiday Hourly Rate	\$150.00	\$200.00	\$180.00

- (a) Standard Hourly Rate is applied for assignments between 8:00 a.m. and 5:00 p.m. local time Monday through Friday, with more than one full business days' notice.
- (b) Non-Standard Hourly Rate is applied for assignments occurring before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or for assignments with less than one full business days' notice.
- (c) Emergency/Holiday Rate is applied for assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

5. LANGUAGELINE TESTING & TRAINING

5.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** Testing and training programs assess Customer's bilingual staff and interpreters' ability to provide quality, careful communication and proficiency in two languages, as well as competence in the requisite medical or other industry-specific vocabulary. Programs focus on the critical interpretation skills of accuracy, efficiency, and cultural competency. Tests and training courses are delivered remotely by assessors with a proven internal record of superior performance as an interpreter and typically hold advanced degrees in language related fields. The content and curricula have been developed in conjunction with leading academic experts and validated by psychometricians.
- (b) **DELIVERABLES.**
- Assessments and courses offered in 46 languages.
 - Test results delivered within 5 business days.
 - Training deliverables will be agreed-upon at the beginning of the project.

5.2. LANGUAGELINE TESTING AND TRAINING FEES

(a) **CANCELATION**

- Cancellation policy for live Language Tests:

Notice	Credit
At least three business days' notice	Credit in full
Less than three business days' notice	Credit at 50% of fee
One business day or less notice	No credit

- Training courses can be rescheduled or canceled only by the person who submitted the original Training Registration Form.
- Written cancellation of onsite training courses with at least 10 business days' notice prior to the course start date will be fully credited.
- Written cancellation of web training courses with at least three business days' notice prior to the Learning Management System registration will be credited in full.
- To reschedule or cancel, please e-mail LLA@LanguageLine.com.

- (b) **PRICING TABLES.** Prices are in U.S. dollars, per individual test or course, and are subject to change.

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Language Skills Test Fees

Language Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Language Proficiency Test (LPT)	\$165	\$155	\$145	\$135
Specialty LPT	\$200	\$200	\$200	\$200
eLanguage Proficiency Test (eLPT)	\$150	\$140	\$130	\$115
Specialty eLPT	\$185	\$185	\$185	\$185
Bilingual Fluency Assessment (BFA)	\$145	\$135	\$120	\$115
Specialty BFA	\$175	\$175	\$175	\$175
eBilingual Fluency Assessment (eBFA)	\$135	\$120	\$110	\$105
Specialty eBFA	\$155	\$155	\$155	\$155
Bilingual Fluency Assessment for Clinicians	\$160	\$150	\$140	\$135
Specialty BFAC	\$190	\$190	\$190	\$190
eBilingual Fluency Assessment for Clinicians	\$145	\$135	\$120	\$115
Specialty eBFAC	\$175	\$175	\$175	\$175

Interpreter Skills Test Fees

Interpreter Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Interpreter Readiness Assessment (IRA)	\$155	\$145	\$135	\$125
eInterpreter Readiness Assessment (eIRA)	\$140	\$125	\$115	\$110
Interpreter Skills Test (IST)	\$200	\$185	\$165	\$150
Specialty IST	\$225	\$225	\$225	\$225
eInterpreter Skills Test (eIST)	\$185	\$165	\$150	\$135
Specialty eIST	\$200	\$200	\$200	\$200
Medical Certification Test (MCT)	\$220	\$210	\$195	\$185
Court Certification Test (CCT)	\$220	\$210	\$195	\$185

Interpreter Training Course Fees

Course Title	Training Delivery	1-4* Courses	5-9* Courses	10* or More
Fundamentals of Interpreting	Web	\$445	\$400	\$285
Advanced Medical Training (AMT)	Web	\$575	\$520	\$500
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Phone or Onsite	**	\$390	\$290
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Web	\$230	\$230	\$175
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Phone or Onsite	**	\$520	\$400
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Web	\$290	\$290	\$230
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Phone or Onsite	**	\$520	\$400

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Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Web	\$290	\$290	\$230
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Phone or Onsite	**	\$805	\$635
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Web	\$460	\$460	\$345

- eTests will be billed when the test link is delivered to the client.
- *Group discounts for tests are applied once the minimum number of tests have been completed within the calendar year. Group training discounts are based on the actual number of participants.
- **Delivered via phone or onsite, and requires a minimum of 5 participants to conduct the training.
- A training manual may be purchased for \$69 with the advanced Medical Interpreter Training. A training manual with in-language glossary may be purchased for \$99 with the advanced Medical Interpreter Training.
- Interpreter association members qualify for group discounts upon submission of a copy of their membership card to LLA@languageline.com.
- Group training discounts are based on the actual number of participants.

6. LANGUAGELINE TRANSLATION AND LOCALIZATION

6.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine utilizes ISO-certified workflows to convert CUSTOMER's written and/or digital content between languages with attention to accuracy, tone, style, and attention to regional language and cultural sensitivities, including:
- Translation of written text
 - Modifying graphics and design to properly display translated text
 - Changing content to suit preferences
 - Converting to local currencies and units of measurement
 - Using proper formatting for elements like dates, addresses, and phone numbers
 - Addressing local regulations and legal requirements

(b) **DELIVERABLES.**

- Services may be requested at <https://www.languageline.com/s/RequestAQuote>, via email to translation@languageline.com or by calling 1-800-878-8523.
- LanguageLine will provide all deliverables as agreed-upon at the beginning of the project.

6.2. PRICING TABLES.

Translation fees, which include Translation and copyediting, are based on the English word count.

TIERS	BI-DIRECTIONAL: ENGLISH>LANGUAGE AND LANGUAGE>ENGLISH	TRANSLATION FEE (PER WORD)
Tier 1	Spanish (US/Latin America)	\$0.15/word
Tier 2	Arabic, Chinese, Portuguese (Brazil), Russian, Vietnamese	\$0.18/word
Tier 3	Bengali, Czech, Farsi, French, German, Hindi, Hungarian, Italian, Korean, Malay, Polish, Portuguese (Portugal), Tagalog, Thai, Urdu	\$0.22/word
Tier 4	Albanian, Bulgarian, Estonian, Haitian Creole, Japanese, Khmer, Lao, Latvian, Lithuanian, Nepali, Slovak, Slovenian, Somali, Turkish	\$0.26/word
All other (LanguageLine supports 240+ languages)		\$0.29/word

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ADDITIONAL PRICING COMPONENTS		PRICING
Minimum charge per document translation order		\$75.00 – Spanish \$99.00 – all other listed language
Proofreading (third linguistic step when required)		\$60.00/hour
Basic Layout/Formatting/Desktop Publishing		\$45.00/hour
Localization Engineering Services		\$55.00/hour
In-Language Recordings		Individual Quote
Transcription/Translation of Audio or Video files		Individual Quote
Project Management		10% of the invoice value (0.5-hour minimum @\$55.00/hour)
Rush Fees	0% rush charge applies when an expedite delivery date is requested	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services.		

6.3. DELIVERY GUIDELINES. Because the actual number of English words is not known until the source document has been translated, turn-around commitments are based on the estimated number of English words that will be delivered, as determined in LanguageLine's best judgment before commencing work. Additional services could add extra days to a project timeline.

ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days
A 0% rush charge will apply when an expedited delivery date is requested.	
Requests received on weekends and holidays will be processed on the next business day.	
Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.	

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:

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Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Customer Contact Information

Omnia Partners Contract #R210605

Customer Name: ENTER ORGANIZATION NAME HERE	
Operations Contact	Billing Contact Same as Operations Contact
Name:	Name:
Title:	Title:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:
Address:	Address:
City, State, Zip:	City, State, Zip:
Tax Exempt Status	
☐ No	☐ Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.
Which On-Demand Services Are You Activating? (Place an X in the appropriate box(es))	
	Over-the-Phone Interpretation General Proficiency
	Over-the-Phone Interpretation Medical Proficiency
	Over-the-Phone Interpretation Legal Proficiency
	InSight Video Interpretation

MEMORANDUM

DATE March 26, 2026
TO Common Council
FROM Jennifer Sasman, Finance Director
RE Phone System Upgrade & Migration

The 2026 Budget includes an upgrade of our current phone system. Our existing license with Unitel expires in June 2026 and we are looking to migrate to the 3CX phone system. 3CX have established themselves as a global leader in communication and will offer us reliable business continuity. This system will allow us to take calls from mobile apps or other locations. 3CX is a more budget friendly system with annual licensing costs being lower than that of our current license.

Attached are a Statement of Work and an Indemnification/Hold Harmless Agreement to allow us to work with Petshe Consulting LLC to complete the phone system upgrade and migration. Petsche Consulting has a background in working with this type of phone system implementation. Our IT staff will be working with Petsche Consulting LLC to complete this project.

Recommended Motion

Recommend Common Council approval of the Statement of Work and Indemnification/Hold Harmless Agreement with Petsche Consulting LLC for the phone system upgrade & migration not to exceed \$3,600 and for any potential work done outside of the defined scope to be paid from current budget IT consulting funds.

STATEMENT OF WORK (SOW)

Project Title: Phone System Upgrade & Migration

Client: City of Menasha

Service Provider: Petsche Consulting, LLC

Effective Date: 03/02/2026

SOW Version: 1.0

1. Project Overview

This Statement of Work (“SOW”) defines the services required to upgrade and migrate the Client’s existing phone system to a new platform, including installation of new phones, system configuration, testing, and overhead paging integration.

This engagement is provided on a **Time and Materials (T&M) basis**. The hours listed below represent an estimate only. Actual hours worked will be invoiced.

2. Scope of Work

2.1 Migration & Upgrade

The Service Provider will:

- Review and document current phone system configuration
 - Migrate extensions, voicemail, hunt groups, and call routing
 - Coordinate migration and cutover scheduling
 - Recreate auto-attendant and routing structure
 - Build 3cX Hosted system
 - Setup SIP connections through Voxtelsys
 - Coordinate number porting
-

2.2 Phone Installation

- Stage and program IP phones
 - Install phones at user locations
 - Verify network connectivity and PoE
 - Label and confirm extension assignments
-

2.3 Overhead Paging Integration

- Connect and configure paging interface
 - Test paging functionality and zones
 - Verify system-wide paging operation
-

2.4 Testing & Validation

- Test inbound and outbound calls
- Verify voicemail functionality
- Confirm auto-attendant and call routing
- Test extension dialing
- Perform paging test
- Conduct user acceptance testing

3. Estimated Hours & Billing

Billing Type: Time & Materials

Hourly Rate: \$120 per hour

Estimated Labor: 30 hours

Estimated Labor Total: \$3,600

This 30-hour estimate (\$3,600) is provided for budgeting purposes only. Actual hours worked will be tracked and billed accordingly. Any additional work outside the defined scope will be billed at \$120 per hour.

Invoices are due within 15 days of issuance.

4. Out of Scope

- Network infrastructure upgrades
 - Structured cabling or electrical modifications
 - Internet service upgrades
 - After-hours work (unless requested)
 - Ongoing managed services
-

5. Client Responsibilities

- Provide access to network and telecom equipment
 - Provide accurate user/extension list
 - Ensure overhead paging system is operational
 - Assign a primary contact for project coordination
-

6. Acceptance Criteria

The project will be considered complete when:

- All phones are installed and operational
 - Calling functions as intended
 - Voicemail and routing are functional
 - Overhead paging operates properly
 - Client confirms completion
-

Client Representative

Name:

Signature:

Date:

Service Provider Representative

Name: Tim Petsche

Signature:



Date: 03/02/2026



INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Petsche Consulting, LLC (hereinafter, “Petsche”) hereby agrees to indemnify, defend and hold harmless the City of Menasha, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys’ fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Petsche or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to the Scope of Work executed by Petsche and the City of Menasha for the following Project: 2026 Phone System Upgrade & Migration. This indemnification, defense and hold harmless obligation shall exist for Petsche even if liability is also sought to be imposed or is alleged against the City of Menasha, its elected and appointed officials, officers, employees, agents, representatives and volunteers for their own acts, omissions, fault or negligence arising out of or in connection with or relating to the associated Statement of Work.

Petsche shall reimburse the City of Menasha, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Petsche employs other persons, firms, corporations or entities (sub-contractors) as part of the work that is the subject of the above-described associated Scope of Work, it shall be Petsche’s responsibility to require and confirm that each sub-contractor enters into an Indemnification/Hold Harmless Agreement in favor of the City of Menasha, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which contains identical indemnity, defense and hold harmless provisions and obligations as this Indemnification/Hold Harmless Agreement.

This Indemnification/Hold Harmless Agreement shall survive the termination or expiration of the associated Statement of Work.

City of Menasha

Petsche Consulting, LLC

Austin Hammond, Mayor



Tim Petsche, Service Provider Representative

City of Menasha Disbursements
02/27/26-03/12/26

Weekly Accounts Payable	02/27/26, 03/05/26 & 03/12/26	\$645,136.66
	Checks #89965-90239	

Voided Checks #90001-90126
(Printer Malfunction/Technical Issues Naviline)

Bi-Weekly Payroll	03/05/26	\$252,317.05
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Additional Regular Cycle Accounts Payables -Paid Electronically

Sales Tax	2/27/26	\$259.11
FSA/HRA Admin Fees	2/27/26	\$554.69
Debt Service Payments	2/27/26	\$2,487,967.39
Ascensus Ach	3/2/26	\$1,250.00
Debt Service Payments	3/2/26	\$475,182.50
Business Registration	3/3/26	\$10.00
US Bank Ach	3/3/26	\$76.98
US Bank Ach	3/3/26	\$224.02
Employee Trust Funds (WRS)	3/3/26	\$180,533.52
Delta Dental	3/4/26	\$3,980.42
Community First CU-Payroll Deduction	3/5/26	\$180.00
Quadient Leasing Ach	3/5/26	\$214.68
Community First CU-Payroll Deduction	3/5/26	\$564.65
Wisconsin Support Collections	3/5/26	\$802.51
Home Depot Ach	3/5/26	\$1,093.85
Nationwide Deferred Compensation	3/6/26	\$3,479.50
Wisconsin Deferred Compensation	3/6/26	\$12,350.75
Employee Benefits-Flex Spending	3/9/26	\$2,883.04
Home Depot Ach	3/10/26	\$1,420.88
Network Health Premium	3/10/26	\$160,685.73
Delta Dental	3/11/26	\$2,136.00
Federal Tax Withholding	3/11/26	\$81,684.39
US Bank Ach	3/12/26	\$81.42
		<u>\$3,417,616.03</u>
Total		<u>\$4,315,069.74</u>

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

<u>Yessi Laracuenta</u>	<u>03/12/26</u>
Yessi Laracuenta	Date
Finance Manager	

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: 2/27/2026

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
KEVIN AABEL	89965	2/27/2026	REIMBURSMENT	100-0601-551.30-14	83.95	LOST MATERIALS REFUND
Total for check: 89965					83.95	
AMAZON CAPITAL SERVICES	89968	2/27/2026	119J-HLM1-WRMT	100-0601-551.30-10	35.42	LIBRARY SUPPLIES
		2/27/2026	11V1-7RX4-XWDX	100-0601-551.30-14	39.98	LIBRARY MATERIALS
		2/27/2026	13FN-TLCP-9RWG	100-0601-551.30-16	258.79	LIBRARY PROMOTIONAL
		2/27/2026	13M3-9H4R-6X9G	100-0601-551.30-18	15.88	DEPARTMENT SUPPLIES
		2/27/2026	147V-7RFP-CRNT	100-0601-551.30-14	16.50	LIBRARY MATERIALS
		2/27/2026	16RR-XWKJ-6TFN	100-0601-551.30-10	10.39	LIBRARY SUPPLIES
		2/27/2026	17NP-MW6V-6NT9	100-0601-551.30-14	48.82	LIBRARY MATERIALS
		2/27/2026	17QW-V993-99HP	100-0601-551.30-10	14.97	LIBRARY SUPPLIES
		2/27/2026	199R-TQ9F-6J7K	100-0601-551.30-10	27.58	LIBRARY SUPPLIES
		2/27/2026	1FGV-CD3T-77W6	100-0601-551.30-18	275.60	DEPARTMENT SUPPLIES
		2/27/2026	1FPH-YQQG-TL19	100-0601-551.30-13	36.65	TOLIET VALVE/PARTS
		2/27/2026	1HQL-RG7J-46WT	100-0601-551.30-10	25.60	LIBRARY SUPPLIES
		2/27/2026	1HWV-VKHY-MHFP	100-0601-551.30-16	153.10	LIBRARY PROMOTIONAL
		2/27/2026	1J4X-J311-3T6G	100-0601-551.30-14	117.55	LIBRARY MATERIALS
		2/27/2026	1JVG-7JPH-GV46	100-0601-551.30-14	31.09	LIBRARY MATERIALS
		2/27/2026	1KJ6-HRNN-F6K6	100-0601-551.30-18	15.82	DEPARTMENT SUPPLIES
		2/27/2026	1LJR-MMXQ-1DPR	100-0601-551.30-14	19.95	LIBRARY MATERIALS
		2/27/2026	1LJR-MMXQ-MN4H	100-0601-551.30-10	1,030.93	LIBRARY SUPPLIES
		2/27/2026	1LLD-61MF-LHJT	100-0601-551.30-16	100.95	LIBRARY PROMOTIONAL
		2/27/2026	1LPM-HTYF-9LD3	100-0601-551.30-10	51.70	LIBRARY SUPPLIES
		2/27/2026	1M1C-H4VM-MWYX	100-0601-551.30-12	26.59	COMPUTER SUPPLIES
		2/27/2026	1M1C-H4VM-N1GX	100-0601-551.30-14	9.98	LIBRARY MATERIALS
		2/27/2026	1MKW-17N6-RD31	100-0601-551.30-14	262.30	LIBRARY MATERIALS
		2/27/2026	1P4D-VRR7-YKFM	100-0601-551.30-18	17.59	DEPARTMENT SUPPLIES
		2/27/2026	1QMY-RCMH-FDLN	100-0601-551.30-16	155.25	LIBRARY PROMOTIONAL
		2/27/2026	1QYQ-4NYW-9FXG	100-0601-551.30-16	141.93	LIBRARY PROMOTIONAL
		2/27/2026	1R41-DTCV-3J1V	100-0601-551.30-14	18.09	LIBRARY MATERIALS
		2/27/2026	1RD3-PW7D-NP1T	100-0601-551.30-14	277.28	LIBRARY MATERIALS
				100-0601-551.30-16	25.54	LIBRARY PROMOTIONAL
		2/27/2026	1TY6-JX31-7RXC	100-0601-551.30-16	128.99	LIBRARY PROMOTIONAL
		2/27/2026	1V7C-CK1N-MHKD	100-0601-551.30-10	235.50	LIBRARY SUPPLIES

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AMAZON CAPITAL SERVICES...	89968...	2/27/2026	1VXF-3D31-46HG	100-0601-551.30-14	13.12	LIBRARY MATERIALS
		2/27/2026	1WTV-JMTJ-373R	100-0601-551.30-10	16.14	LIBRARY SUPPLIES
		2/27/2026	1WYN-J7R1-6WD9	100-0601-551.30-14	17.66	LIBRARY MATERIALS
		2/27/2026	1XDJ-X69W-9717	100-0601-551.30-14	11.04	LIBRARY MATERIALS
		2/27/2026	1XVX-Y6W1-WYLQ	100-0601-551.30-10	17.99	LIBRARY SUPPLIES
		2/27/2026	1YH6-HGV7-9CYG	100-0601-551.30-10	23.85	LIBRARY SUPPLIES
		2/27/2026	1YQY-L7LC-3K9Y	100-0601-551.30-16	151.77	LIBRARY PROMOTIONAL
		2/27/2026	1YVP-YC3W-QYRL	100-0601-551.30-16	44.97	LIBRARY PROMOTIONAL
Total for check: 89968					3,922.85	
GARY ARNDT	89969	2/27/2026	0315-2026	100-0601-551.20-05	175.00	PROGRAMMING FEE
	Total for check: 89969				175.00	
BETH BLUM	89970	2/27/2026	CONTRACT	100-0601-551.20-05	150.00	CRICUT CLASS 2/9/26
	Total for check: 89970				150.00	
CELLCOM	89971	2/27/2026	721337	100-0101-511.22-01	34.21	PHONE BILL-MAYOR
	Total for check: 89971				34.21	
CENGAGE LEARNING INC/GALE	89972	2/27/2026	999101938567	100-0601-551.30-14	227.41	LIBRARY MATERIALS
		2/27/2026	999102093850	100-0601-551.30-14	49.48	LIBRARY MATERIALS
		2/27/2026	999102295951	100-0601-551.30-14	179.33	LIBRARY MATERIALS
		2/27/2026	999102331804	100-0601-551.30-14	24.69	LIBRARY MATERIALS
	Total for check: 89972				480.91	
CENTER POINT LARGE PRINT	89973	2/27/2026	2224564	100-0601-551.30-14	302.04	LIBRARY MATERIALS
	Total for check: 89973				302.04	

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CONQUER BOOKS	89974	2/27/2026	CONTRACT	100-0601-551.20-05	200.00	SMITHWORKS WRITING GROUP MARCH 2026
			Total for check: 89974		200.00	
CONSTRUCTIVE ANALYTICS LLC	89975	2/27/2026	MEPD 2026-1	743-0403-513.24-04	9,000.00	SOFTWARE SUPPORT AND MAINTENANCE
			Total for check: 89975		9,000.00	
CRIMSON MULTIMEDIA	89976	2/27/2026	026663	100-0601-551.30-14	205.42	LIBRARY MATERIALS
		2/27/2026	026728	100-0601-551.30-14	105.33	LIBRARY MATERIALS
		2/27/2026	026968	100-0601-551.30-14	126.02	LIBRARY MATERIALS
			Total for check: 89976		436.77	
DEMCO	89977	2/27/2026	7751246	100-0601-551.30-18	726.35	DEPARTMENT SUPPLIES
			Total for check: 89977		726.35	
GENERAL BOOK COVERS	89978	2/27/2026	26013	100-0601-551.30-18	196.00	DEPARTMENT SUPPLIES
			Total for check: 89978		196.00	
GFC LEASING-WI	89979	2/27/2026	I01091886	100-0601-551.24-04	329.68	PRINTER LEASE
			Total for check: 89979		329.68	
VILLAGE OF HARRISON	89980	2/27/2026	2019 FIREPROTEC	100-0503-522.73-01	72,749.30	2019 PUBLIC FIRE PROTECTION CHARGES
			Total for check: 89980		72,749.30	
HEDBERG PUBLIC LIBRARY	89981	2/27/2026	REPLACEMENT	100-0601-551.30-14	21.99	FORGED FROM ICE REPLMT
			Total for check: 89981		21.99	
IIIMARKS LLC	89982	2/27/2026	D162	100-0601-551.30-14	377.43	LIBRARY MATERIALS
			Total for check: 89982		377.43	

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INGRAM LIBRARY SERVICES	89986	2/27/2026	90926891	100-0601-551.30-14	378.93	LIBRARY MATERIALS
		2/27/2026	90987362	100-0601-551.30-14	328.81	LIBRARY MATERIALS
		2/27/2026	90987363	100-0601-551.30-14	195.93	LIBRARY MATERIALS
		2/27/2026	91067060	100-0601-551.30-14	13.63	LIBRARY MATERIALS
		2/27/2026	91097572	100-0601-551.30-14	436.83	LIBRARY MATERIALS
		2/27/2026	91172505	100-0601-551.30-14	189.32	LIBRARY MATERIALS
		2/27/2026	91267532	100-0601-551.30-14	386.74	LIBRARY MATERIALS
		2/27/2026	91295795	100-0601-551.30-14	216.71	LIBRARY MATERIALS
		2/27/2026	91295796	100-0601-551.30-14	130.70	LIBRARY MATERIALS
		2/27/2026	91295797	100-0601-551.30-14	3,483.07	LIBRARY MATERIALS
		2/27/2026	91326767	100-0601-551.30-14	30.58	LIBRARY MATERIALS
		2/27/2026	91379320	100-0601-551.30-14	33.79	LIBRARY MATERIALS
		2/27/2026	91444405	100-0601-551.30-14	221.67	LIBRARY MATERIALS
		2/27/2026	91444406	100-0601-551.30-14	453.41	LIBRARY MATERIALS
		2/27/2026	91444407	100-0601-551.30-14	176.25	LIBRARY MATERIALS
		2/27/2026	91459196	100-0601-551.30-14	75.58	LIBRARY MATERIALS
		2/27/2026	91499358	100-0601-551.30-14	802.58	LIBRARY MATERIALS
		2/27/2026	91499359	100-0601-551.30-14	33.98	LIBRARY MATERIALS
		2/27/2026	91510320	100-0601-551.30-14	322.27	LIBRARY MATERIALS
		2/27/2026	91580316	100-0601-551.30-14	95.64	LIBRARY MATERIALS
		2/27/2026	91580317	100-0601-551.30-14	13.63	LIBRARY MATERIALS
		2/27/2026	91611941	100-0601-551.30-14	365.18	LIBRARY MATERIALS
		2/27/2026	91611942	100-0601-551.30-14	255.27	LIBRARY MATERIALS
		2/27/2026	93396003	100-0601-551.30-14	236.24	LIBRARY MATERIALS
		2/27/2026	93412600	100-0601-551.30-14	200.79	LIBRARY MATERIALS
		2/27/2026	93500166	100-0601-551.30-14	425.04	LIBRARY MATERIALS
		2/27/2026	93500167	100-0601-551.30-14	565.70	LIBRARY MATERIALS
		2/27/2026	93533425	100-0601-551.30-14	189.51	LIBRARY MATERIALS
		2/27/2026	93565763	100-0601-551.30-14	307.82	LIBRARY MATERIALS
		2/27/2026	93583624	100-0601-551.30-14	168.49	LIBRARY MATERIALS
		2/27/2026	93611150	100-0601-551.30-14	1,249.06	LIBRARY MATERIALS
		2/27/2026	93700483	100-0601-551.30-14	34.54	LIBRARY MATERIALS
		2/27/2026	93700484	100-0601-551.30-14	517.91	LIBRARY MATERIALS
		2/27/2026	93789342	100-0601-551.30-14	747.80	LIBRARY MATERIALS
		2/27/2026	93867227	100-0601-551.30-14	467.25	LIBRARY MATERIALS

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INGRAM LIBRARY SERVICES...	89986...	2/27/2026	93887159	100-0601-551.30-14	80.22	LIBRARY MATERIALS
		2/27/2026	93903985	100-0601-551.30-14	204.12	LIBRARY MATERIALS
		2/27/2026	93952931	100-0601-551.30-14	665.26	LIBRARY MATERIALS
		2/27/2026	94027800	100-0601-551.30-14	235.81	LIBRARY MATERIALS
		2/27/2026	94027801	100-0601-551.30-14	313.86	LIBRARY MATERIALS
		2/27/2026	94027802	100-0601-551.30-14	2,163.82	LIBRARY MATERIALS
		2/27/2026	94061902	100-0601-551.30-14	246.57	LIBRARY MATERIALS
		2/27/2026	94061903	100-0601-551.30-14	164.96	LIBRARY MATERIALS
		2/27/2026	94061904	100-0601-551.30-14	384.84	LIBRARY MATERIALS
Total for check: 89986					18,210.11	
KAEL KING	89987	2/27/2026	CONTRACT	100-0601-551.20-05	75.00	CONTRACT 3/14/26
	Total for check: 89987				75.00	
LINKEDIN CORPORATION	89988	2/27/2026	10112991023	100-0601-551.30-14	4,500.00	LINKEDIN ANNUAL SUBSCRIPTLIBRARY MATERIALS
	Total for check: 89988				4,500.00	
DANICE LONG	89989	2/27/2026	CONTRACT	100-0601-551.20-05	25.00	CONTRACT 3/17/26 TRANSLATION CLINIC
	Total for check: 89989				25.00	
METRO SALES INC	89990	2/27/2026	INV2997755	100-0601-551.24-01	686.00	OFFICE MACHINE LEASES
	Total for check: 89990				686.00	
MIDWEST TAPE	89991	2/27/2026	508245234	100-0601-551.30-14	268.37	LIBRARY MATERIALS
		2/27/2026	508280834	100-0601-551.30-14	21.74	LIBRARY MATERIALS
		2/27/2026	508349466	100-0601-551.30-14	874.18	LIBRARY MATERIALS
		2/27/2026	508360627	100-0601-551.30-14	17.24	LIBRARY MATERIALS
		2/27/2026	508376407	100-0601-551.30-14	568.26	LIBRARY MATERIALS
	Total for check: 89991				1,749.79	

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SHELLY PLATTEN	89992	2/27/2026	CONTRACT	100-0601-551.20-05	200.00	CONTRACT 3/21/26 EASYWEEKNIGHT SOUPS
			Total for check: 89992		200.00	
GABE RETZLAFF	89993	2/27/2026	CONTRACT	100-0601-551.20-05	100.00	CONTRACT 3/10/26 TEEN TEST & TASTE
			Total for check: 89993		100.00	
SERVICEMASTER BUILDING MAINTENANCE	89994	2/27/2026	48434	100-0601-551.20-01	2,220.00	JANITORIAL SERV CONTRACT
			Total for check: 89994		2,220.00	
JOSHUA SPOTTS	89995	2/27/2026	CONTRACT	100-0601-551.20-05	50.00	CONTRACT 3/17/26 ROLE PLAYING GAMES
			Total for check: 89995		50.00	
STAPLES	89996	2/27/2026	6055901122	100-0601-551.30-10	283.83	LIBRARY SUPPLIES
			Total for check: 89996		283.83	
WATSON LABEL PRODUCTS	89997	2/27/2026	104959	100-0601-551.30-18	903.15	DEPARTMENT SUPPLIES
			Total for check: 89997		903.15	
WINNEFOX LIBRARY SYSTEM	89998	2/27/2026	WLS4377	100-0601-551.30-14	18.99	LIBRARY MATERIALS
		2/27/2026	WLS4397	100-0601-551.24-01	95.34	BARCODE SCANNER
				100-0601-551.30-10	80.92	LIBRARY SUPPLIES
				100-0601-551.30-14	411.40	LIBRARY MATERIALS
		2/27/2026	WLS4417	100-0601-551.30-14	10.00	LIBRARY MATERIALS
			Total for check: 89998		616.65	
WISCONSIN IMAGING LLC	89999	2/27/2026	5037716202	100-0601-551.24-01	406.83	COPIER LEASE - MARCH
			Total for check: 89999		406.83	

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ROB ZIMMER	90000	2/27/2026	CONTRACT	100-0601-551.20-05	150.00	CONTRACT 3/16/26 NATURE TALKS
			Total for check: 90000		<u>150.00</u>	
					<u>119,362.84</u>	

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ACCURATE	90127	3/5/2026	2602129	731-1022-541.30-18	254.45	SHOP SUPPLIES
			Total for check: 90127		254.45	
ALTEC INDUSTRIES INC	90128	3/5/2026	51974261	731-1022-541.29-04	1,090.88	ANNUAL BUCKET TRUCK INSP.
			Total for check: 90128		1,090.88	
AMAZON CAPITAL SERVICES	90129	3/5/2026	14WJ-9R7Q-XCGM	100-0304-562.30-10	51.80	WALL FILE ORGANIZER
		3/5/2026	16NR-GV79-GV6W	100-0801-521.30-10	104.50	FILE FOLDERS,FLASH DRIVE,LAMINATING PUCHES
		3/5/2026	1DFP-QF4M-79TP	100-0801-521.29-04	19.94	FURNITURE EDGE GUARDS
		3/5/2026	1FRG-RL76-VYKK	100-0202-512.30-10	4.75	SHARPIES
				100-0204-512.30-10	32.56	ELECTION DAY SUPPLIES
				100-0301-523.30-18	42.95	SHIPPING BOXES
		3/5/2026	1R1J-3G3K-11YT	100-0801-521.19-02	445.55	FLASHLIGHTS, TACTICAL PANTS
		3/5/2026	1R1J-3G3K-R6HC	100-0801-521.30-10	68.74	OFFICE SUPPLIES
		3/5/2026	1XTY-VQD9-6T37	824-0807-521.30-15	103.82	FOOD FOR K9
			Total for check: 90129		874.61	
APPLETON HYDRAULIC COMPONENTS	90130	3/5/2026	54009	731-1022-541.29-04	651.00	VEHICLE SERVICE/REPAIR
			Total for check: 90130		651.00	
ASSOCIATED APPRAISAL CONSULTANTS	90131	3/5/2026	185122	100-0402-513.21-04	7,083.33	MARCH ASSESSMENT SVCS
				100-0402-513.21-09	153.96	INTERNET POSTING-PARCELS
				100-0402-513.30-11	51.80	POSTAGE
			Total for check: 90131		7,289.09	
AURORA MEDICAL GROUP INC	90132	3/5/2026	CINV036555	100-0801-521.80-05	75.00	FEBRUARY WEBINAR
			Total for check: 90132		75.00	

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BENEFIT COORDINATORS CORP	90133	3/5/2026	B0M9R0	734-0416-513.21-06	2,758.71	MONTHLY FAHP FEE-MARCH
			Total for check: 90133		2,758.71	
CDW GOVERNMENT INC	90134	3/5/2026	AI3GL9G	743-0403-513.24-04	31,625.45	0365 LICENSES
		3/5/2026	AI3NL6X	743-0403-513.24-04	289.44	ADDITIONAL ADOBE LICENSES
			Total for check: 90134		31,914.89	
CINTAS	90135	3/5/2026	4260879557	731-1022-541.20-01	187.67	MATS, UNIFORMS
			Total for check: 90135		187.67	
CLIFTONLARSONALLEN LLP	90136	3/5/2026	L261073429	100-0401-513.21-03	3,478.38	2025 AUDIT -PROGRESS BILLING
			Total for check: 90136		3,478.38	
COMPLETE OFFICE OF WISCONSIN	90137	3/5/2026	81333	100-0801-521.30-10	414.90	PAPER
		3/5/2026	81336	731-1022-541.30-10	92.60	OFFICE SUPPLIES
		3/5/2026	81964	731-1022-541.24-01	4.04	BINDER
			Total for check: 90137		511.54	
COONEY'S EMBROIDERY LLC	90138	3/5/2026	22875	100-0801-521.19-02	286.00	POLO'S, FLEECE
			Total for check: 90138		286.00	
FACTORY MOTOR PARTS CO	90139	3/5/2026	1-11501639	731-1022-541.38-03	33.68	AIR FILTER
		3/5/2026	18-2346428	731-1022-541.38-03	171.66	FUEL FILTER, HYD FILTER, RADIAL SEAL OUTER AIR
		3/5/2026	18-2346667	731-1022-541.30-18	153.12	BRAKE CLEANER
		3/5/2026	18-2346833	731-1022-541.38-03	231.23	OIL, FILTERS
		3/5/2026	50-6596566	731-1022-541.38-03	59.48	BASIC SEALED BEAM BOX
			Total for check: 90139		649.17	

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FIRELINE SPRINKLER LLC	90140	3/5/2026	8193	731-1022-541.24-03	177.00	FIRE SPRINKLER INSPECTION
			Total for check: 90140		177.00	
FLEETSOFT LLC	90141	3/5/2026	112314	743-0403-513.24-04	2,272.80	FLEET SOFT-ANNUAL SUB.
			Total for check: 90141		2,272.80	
FOX CROSSING UTILITIES	90142	3/5/2026	127-16734	100-0703-553.22-06	84.00	1200 GENEVA ROAD 11/15/25-2/15/26
		3/5/2026	127-17360	100-0703-553.22-06	10.50	STANDBY WATER 11/15/25-2/15/26
			Total for check: 90142		94.50	
VILLAGE OF FOX CROSSING	90143	3/5/2026	TAXBILLCHARGES	100-0000-201.06-00	25,282.10	DELINQ CHGS ON TAX BILLS
			Total for check: 90143		25,282.10	
FOX VALLEY TECHNICAL COLLEGE	90144	3/5/2026	SPINV032634	100-0801-521.34-02	295.00	CLASS REGISTRATION
		3/5/2026	SPINV032637	100-0801-521.34-02	241.50	CLASS REGISTRATION
			Total for check: 90144		536.50	
GFL ENVIRONMENTAL SERVICES USA	90145	3/5/2026	LQ03295676	731-1022-541.21-06	57.48	USED OIL FILTERS
			Total for check: 90145		57.48	
GREEN BOYZ INC	90146	3/5/2026	168	100-0601-551.24-03	180.50	FERTILIZER, WEED CONTROL
				100-0801-521.24-03	180.50	FERTILIZER, WEED CONTROL
			Total for check: 90146		361.00	
HARRISON UTILITIES	90147	3/5/2026	TAXBILLCHARGES	100-0000-201.07-00	11,373.44	DELINQ CHGS ON TAX BILLS
			Total for check: 90147		11,373.44	
CLAIRE HOLZSCHUH	90148	3/5/2026	MILEAGE	100-0903-531.33-01	20.44	MILEAGE REIMBURSEMENT JAN-FEB 2026

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CLAIRE HOLZSCHUH...	90148...	3/5/2026	PARKING	100-0903-531.33-04	6.00	PARKING FEE REIMBURSEMENTJAN-FEB 2026
			Total for check: 90148		26.44	
JOHNSON CONTROLS SECURITY SOLUTIONS	90149	3/5/2026	42172546	100-0601-551.24-03	42.00	INSPECTION MENASHA LIBRARY
			Total for check: 90149		42.00	
KIESLER POLICE SUPPLY	90150	3/5/2026	IN276191	100-0801-521.30-15	203.00	POLICE EQUIPMENT
			Total for check: 90150		203.00	
KLINK HYDRAULICS LLC	90151	3/5/2026	BR819	731-1022-541.38-03	20.48	HYDRAULIC FITTINGS-PARTS
			Total for check: 90151		20.48	
MATTHEWS TIRE INC	90152	3/5/2026	100763	731-1022-541.38-02	954.03	TIRES
		3/5/2026	100771	731-1022-541.38-02	362.66	TIRES
			Total for check: 90152		1,316.69	
MENARDS-APPLETON EAST	90153	3/5/2026	90413	470-0703-553.80-05	2,043.14	6X6 POSTS PR-2026-006
		3/5/2026	90426	470-0703-553.80-05	62.96	ROUTERBITS PR-2026-006
		3/5/2026	90586	470-0801-521.82-01	139.39	BOLTS, WASHERS/ PARTS PPF-2026-003
		3/5/2026	90751	470-0703-553.80-05	1,397.40	6X6 WOOD PR-2026-006
		3/5/2026	90757	470-0801-521.82-01	34.30	BOLTS,NUTS,SLEEVE ANCHORSPPF-2026-003
			Total for check: 90153		3,677.19	
MENARDS-APPLETON WEST	90154	3/5/2026	37586	470-0703-553.80-05	1,493.36	POSTS, SANDING PADS PR-2026-006
			Total for check: 90154		1,493.36	
MENASHA JOINT SCHOOL DISTRICT	90155	3/5/2026	MOBILE HOME FEB	100-0000-412.00-00	5,399.17	MOBILE HOME PERMIT FEE FEBRUARY 2026

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MENASHA JOINT SCHOOL DISTRICT...	90155...	3/5/2026	MOBILE HOME JAN	100-0000-412.00-00	5,399.17	MOBILE HOME PERMIT FEE JANUARY 2026
Total for check: 90155					10,798.34	
MENASHA UTILITIES	90156	3/5/2026	5215	601-0401-513.25-01	35,056.13	JANUARY SEWER CHARGES
				625-0401-513.25-01	2,024.77	JAN STORMWATER CHARGES
		3/5/2026	MENASHA UTIL.	100-0305-562.22-05	50.04	12/29/25-1/29/26-WAT/SEW
				100-0305-562.22-06	16.72	12/29/25-1/29/26-STORM
				100-0601-551.22-07	63.23	12/29/25-1/29/26-LIBRARY -DARK FIBER
				100-0703-553.22-05	349.57	12/29/25-1/29/26-WAT/SEW
				100-0703-553.22-06	126.46	12/29/25-1/29/26-STORM
				100-0704-552.22-07	446.36	12/29/25-1/29/26-POOL -DARK FIBER
				100-1012-541.22-03	81.89	12/29/25-1/29/26-ELEC
				100-1013-541.22-03	12.36	12/29/25-1/29/26-ELEC
				100-1013-541.22-05	45.57	12/29/25-1/29/26-WAT/SEW
				100-1013-541.22-06	246.63	12/29/25-1/29/26-STORM
				100-1014-543.22-05	16.68	12/29/25-1/29/26-WAT/SEW
				100-1014-543.22-06	80.47	12/29/25-1/29/26-STORM
				100-1019-552.22-05	30.68	12/29/25-1/29/26-WAT/SEW
				100-1019-552.22-06	14.89	12/29/25-1/29/26 STORM
				100-1019-552.22-07	196.21	12/29/25-1/29/26 -DARK FIBER
				207-0707-552.22-07	57.44	12/29/25-1/29/26-MARINA -DARK FIBER
				487-0305-562.22-06	14.63	12/29/25-1/29/26-STORM
				501-0304-562.22-06	235.13	12/29/25-1/29/26-STORM
				731-1022-541.22-07	595.45	12/29/25-1/29/26-GARAGE -DARK FIBER
				743-0403-513.21-04	165.69	12/29/25-1/29/26-IT -INTERNET
				743-0403-513.22-07	504.59	12/29/25-1/29/26-IT -DARK FIBER
		3/5/2026	TAXBILLCHARGES	100-0000-201.05-00	15,380.60	DELINQ CHGS ON TAX BILLS
Total for check: 90156					55,812.19	
METRO SALES INC	90157	3/5/2026	INV3001282	743-0403-513.29-01	836.26	COPIER/PRINTER USAGE 12/17/25-1/16/26
		3/5/2026	INV3016844	743-0403-513.29-01	962.75	COPIER/PRINTER USAGE 1/17/26-2/16/26
Total for check: 90157					1,799.01	

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MGD INDUSTRIAL CORP	90158	3/5/2026	245021	731-1022-541.30-18	193.22	SHOP SUPPLIES	
		3/5/2026	245240	731-1022-541.30-18	166.55	PLOW BOLT,GREASE FIT ZERK	
	Total for check: 90158				359.77		
	MICROSPUNK LLC	90159	3/5/2026	20251318	743-0403-513.21-04	1,612.50	IT SERVICES
3/5/2026			20251340	743-0403-513.21-04	75.00	IT SERVICES	NETWORK LOOP-PD
Total for check: 90159				1,687.50			
MONROE TRUCK EQUIPMENT INC		90160	3/5/2026	860730	731-1022-541.38-03	548.48	CYLINDER-TRUCK EQUIPMENT
	Total for check: 90160						
					548.48		
N&M AUTO SUPPLY	90161	3/5/2026	855198	731-1022-541.38-03	59.94	OIL	
		3/5/2026	855315	731-1022-541.38-03	21.97	AIR FILTER	
		3/5/2026	855333	731-1022-541.38-03	34.44	OIL, BEARING	
	Total for check: 90161				116.35		
NEENAH MAIN AUTO BODY INC	90162	3/5/2026	25-4790	100-0801-521.29-04	119.00	SQUAD CAR MAINTENANCE	
					119.00		
CITY OF NEENAH	90163	3/5/2026	MUNI COURT	100-0205-512.25-01	4,573.38	2025 MUNI COURT DEFICIT	
				255-0205-512.25-01	43,000.00	PRIOR YEARS' MUNI COURT DEFICIT	
	Total for check: 90163				47,573.38		
RAY O'HERRON CO INC	90164	3/5/2026	2462935	100-0801-521.30-15	1,308.00	AMMO	
					1,308.00		
PACKER CITY INTL TRUCKS INC	90165	3/5/2026	X103161647:03	731-1022-541.38-03	84.21	AIR FILTERS	
		3/5/2026	X103161901:02	731-1022-541.38-03	84.21	AIR FILTERS	
		3/5/2026	X103162381:01	731-1022-541.38-03	229.71	AIR FILTERS,FUEL MODULE	
		3/5/2026	X103162381:02	731-1022-541.38-03	14.52	AIR FILTERS	

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PACKER CITY INTL TRUCKS INC...	90165...	3/5/2026	X103162515:01	731-1022-541.38-03	145.96	COOLANT, OIL TEMP SENSOR
			Total for check: 90165		558.61	
QUALITY CUSTOM METAL FABRICATION	90166	3/5/2026	46394	731-1022-541.38-03	485.75	METAL FOR FABRICATION
			Total for check: 90166		485.75	
QUENCH USA INC	90167	3/5/2026	INV10365686	100-0801-521.30-18	179.00	WATER FLAVORING
			Total for check: 90167		179.00	
REBELLIOUS WELLNESS	90168	3/5/2026	1140	100-0801-521.80-05	200.00	MENTAL HEALTH SUPPORT
			Total for check: 90168		200.00	
REVIZE LLC	90169	3/5/2026	23125	743-0403-513.21-04	3,300.00	WEBSITE ANNUAL SUBSCRIPT.
			Total for check: 90169		3,300.00	
LIZ ROSIN	90170	3/5/2026	MILEAGE	100-0903-531.33-01	31.25	MILEAGE REIMBURSEMENT FEBRUARY 2026
			Total for check: 90170		31.25	
SECURITAS TECHNOLOGY CORPORATION	90171	3/5/2026	6005602571	100-0601-551.24-03	74.61	MONITORING & MAINT SVCS 4/1/26-6/30/26
			Total for check: 90171		74.61	
SERVICE MOTOR COMPANY	90172	3/5/2026	P21423	731-1022-541.38-03	316.40	FUEL FILTER,WHEEL COVERS,MUFFLER, GASKET
		3/5/2026	P21455	731-1022-541.38-03	97.14	FUEL FILTERS
			Total for check: 90172		413.54	
SERVICEMASTER BUILDING MAINTENANCE	90173	3/5/2026	48556	100-0801-521.20-01	1,966.00	JANITORIAL SERVICE -MENASHA PD
		3/5/2026	48563	731-1022-541.20-01	2,730.00	JANITORIAL SERVICE -PUBLIC WORKS

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SERVICEMASTER BUILDING MAINTENANCE...	90173...	3/5/2026	48564	100-0920-531.20-01	480.00	JANITORIAL SERVICE	-SENIOR CENTER
			Total for check: 90173		5,176.00		
SHERWIN-WILLIAMS CO	90174	3/5/2026	8294-1	100-0801-521.24-03	106.85	PAINT FOR P.D.	
			Total for check: 90174		106.85		
SUPERION LLC	90175	3/5/2026	456990	743-0403-513.24-04	3,689.82	FINANCIAL SOFTWARE-MARCH	
		3/5/2026	458683	743-0403-513.24-04	3,689.82	FINANCIAL SOFTWARE-APRIL	
		Total for check: 90175		7,379.64			
TAPCO	90176	3/5/2026	l818967	100-1008-541.30-18	3,105.00	CROSSWALK SIGNS	
		3/5/2026	l819790	470-1008-541.80-05	1,560.00	LOOP CABLE	STLIG-2026-001
		Total for check: 90176		4,665.00			
THEDACARE AT WORK	90177	3/5/2026	380804	100-0202-512.21-05	260.00	EMPLOYEE SCREENING	
		3/5/2026	380900	100-0202-512.21-05	33.00	EMPLOYEE SCREENING	
		3/5/2026	381023	100-0202-512.21-06	325.83	EAP CONTRACT-MARCH 2026	
		Total for check: 90177		618.83			
THOMSON REUTERS - WEST	90178	3/5/2026	853310218	100-0201-512.32-02	496.74	WESTLAW LEGAL RESEARCH SOFTWARE SUBSCRIPTIO	
						Total for check: 90178	
TRAFFTECH INC	90179	3/5/2026	2480	743-0403-513.24-04	1,745.00	ANNUAL MAINTENANCE, SOFTWARE UPGRADES	
						Total for check: 90179	
UNIFORM SHOPPE	90180	3/5/2026	14283	100-0801-521.19-03	13.95	BELT KEEPERS	
		3/5/2026	14659	100-0801-521.19-02	304.85	SHIRTS, TROUSERS	
					104.95	CARGO PANTS	

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UNIFORM SHOPPE...	90180...	3/5/2026	14665	100-0802-521.30-18	100.95	CROSS GUARD APPAREL
			Total for check: 90180		524.70	
USA TODAY MEDIA CORP	90181	3/5/2026	0007561510	100-0405-513.29-02	410.62	FEB-LEGAL PUBLISHINGS
			Total for check: 90181		410.62	
WE ENERGIES	90182	3/5/2026	5825067876	100-0703-553.22-04	11.00	12/18/25-1/19/26 2170 PLANK RD
					9.24	1/20/26-2/16/26 2170 PLANK RD
		3/5/2026	5828718379	100-0000-123.00-00	1,797.73	GAS-N-M FIRE 1/21/26-2/17/26
				100-0601-551.22-04	2,867.82	GAS-LIBRARY 1/21/26-2/17/26
				100-0703-553.22-04	1,357.88	GAS-PARKS 1/21/26-2/17/26
				100-0704-552.22-04	261.68	GAS-POOL 1/21/26-2/17/26
				100-0801-521.22-04	2,482.58	GAS-POLICE 1/21/26-2/17/26
				100-0920-531.22-04	631.41	GAS-SENIOR CENTER 1/21/26-2/17/26
				100-1019-552.22-04	124.19	GAS-BRIDGE 1/21/26-2/17/26
				207-0707-552.22-04	91.92	GAS-MARINA 1/21/26-2/17/26
		3/5/2026	5832740100	100-1012-541.22-03	110.11	LED STREET LIGHTS
			Total for check: 90182		9,745.56	
WERNER ELECTRIC SUPPLY CO	90183	3/5/2026	S7986919.001	470-1003-541.82-02	4,180.43	PARTS STLIG-2026-001
			Total for check: 90183		4,180.43	
WEYERS EQUIPMENT INC	90184	3/5/2026	01-253740	731-1022-541.38-03	191.58	FUEL FILTERS, OIL FILTERS
			Total for check: 90184		191.58	
WINNEBAGO COUNTY TREASURER	90185	3/5/2026	33067	100-0805-521.25-01	205.84	INMATE STAYS-DECEMBER
		3/5/2026	LOTT CR SP CHGS	100-0000-201.03-00	8,729.25	LOTTERY CREDIT SP CHGS ON TAX BILLS
			Total for check: 90185		8,935.09	

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WINTER EQUIPMENT COMPANY	90186	3/5/2026	IV67746	100-1006-541.30-15	8,115.93	PLOW PARTS
			Total for check: 90186		8,115.93	
WISCOLIFT INC	90187	3/5/2026	STDINV00040728	470-0703-553.80-05	4,127.50	RAILING PARTS PR-2026-006
			Total for check: 90187		4,127.50	
WISCONSIN DEPT OF JUSTICE	90188	3/5/2026	L7101T	100-0801-521.21-06	28.00	TIME TRANSACTIONS -FEBRUARY
			Total for check: 90188		28.00	
WPPI ENERGY	90189	3/5/2026	INV24276	310-0409-571.61-01	494.50	MARCH ST LIGHTING PROJECT
					1,010.30	MARCH LED STREETLIGHT PROJECT
					283.33	MARCH LED STREETLIGHT PROJECT
				731-1022-541.82-01	769.99	MARCH SOLAR PV -PUBLIC WORKS
					1,176.09	MARCH SOLAR PV -PUBLIC WORKS
			Total for check: 90189		3,734.21	
					282,501.83	

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AMAZON CAPITAL SERVICES	90190	3/12/2026	141M-LY79-77M1	100-0702-552.29-03	47.59	PUFFER JACKET				
		3/12/2026	19QF-3JHK-W19X	100-0801-521.29-04	59.79	IMPACT DRIVER BIT SET				
		3/12/2026	1KGV-7JPX-9XGR	100-0801-521.30-10	19.99	WHITEBOARD				
				100-0801-521.30-15	37.98	TV WALL MOUNT				
		3/12/2026	1MLW-7C3G-KLD9	100-0702-552.29-03	166.57	PUFFER JACKETS				
				100-0702-552.30-18	71.44	DRUMSTICKS-RETURNED				
		3/12/2026	1V6X-C1V4-F1PP	100-0920-531.30-10	26.99	SOAP				
				100-0920-531.30-18	35.97	TABLE SIGN STANDS				
		Total for check: 90190					EXERCISE BALL,DRUM STICKS			
						466.32				
AMPLIFY TECHNOLOGIES	90191	3/12/2026	9881	100-0813-521.30-15	875.00	TRAFFIC CAMERA				
							Total for check: 90191			
							875.00			
CITY OF APPLETON	90192	3/12/2026	19484	100-0302-542.25-01	21,029.00	FEBRUARY-TRANSIT SERVICES				
		3/12/2026	19610	100-0918-531.21-06	500.00	EMERGENCY PREPAREDNESS- MARCH 2026				
		3/12/2026	19646	100-0302-542.25-01	21,029.00	MARCH-TRANSIT SERVICES				
		Total for check: 90192								
		42,558.00								
AT&T MOBILITY	90193	3/12/2026	287358197660	100-0801-521.22-01	764.54	ATT FIRST NET CELL CHARGE-POLICE				
		3/12/2026	287363863468	100-0702-552.22-01	82.48	PARK LOCATION CAMERAS				
				100-0801-521.22-01	41.24	POLICE INTERSECTION				
				CAMERAS						
		Total for check: 90193								
888.26										
AUTOMATED COMFORT CONTROLS	90194	3/12/2026	40062	100-0501-522.24-03	2,343.43	HVAC SERVICE AGREEMENT N-M FIRE STATION #36				
							Total for check: 90194			
							2,343.43			
BAY TRAILER DEPOT	90195	3/12/2026	TIFV51111-08	100-1009-541.80-05	1,825.00	UTILITY TRAILER				
				625-1003-541.80-05	2,500.00	UTILITY TRAILER				
				Total for check: 90195						
				4,325.00						

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BAYCOM INC	90196	3/12/2026	EQUIPINV_060727	100-0801-521.30-15	370.00	SHOULDER MICS FOR PORTABLE RADIOS
			Total for check: 90196		370.00	
BERGSTROM PIONEER AUTO &	90197	3/12/2026	00252	100-0801-521.80-03	3,173.57	POLICE VEHICLE LEASES MARCH 2026
			Total for check: 90197		3,173.57	
CINTAS	90198	3/12/2026	4261760848	100-1001-514.30-13	78.25	CLEANING SUPPLIES
				731-1022-541.20-01	161.00	UNIFORM, MATS
		3/12/2026	4261767099	100-0801-521.20-01	50.25	MATS
				100-0801-521.30-13	151.45	CLEANING SUPPLIES, TP, BAGS
		3/12/2026	4261767184	100-0601-551.20-01	70.00	MATS
				100-0601-551.30-13	269.20	SOAP, TOILET TISSUE, BAGS
			Total for check: 90198		780.15	
CONGER INDUSTRIES INC	90199	3/12/2026	SIS/22052	731-1022-541.29-04	925.00	VEHICLE REPAIR
			Total for check: 90199		925.00	
COTALITY CENTRALIZED REFUNDS	90200	3/12/2026	10059800	100-0000-121.01-00	2,913.00	OVERPAYMENT TAXES NOFFKE, COLLEEN A
			Total for check: 90200		2,913.00	
CROSSROADS FOURSQUARE CHURCH	90201	3/12/2026	ELECTION USE	100-0204-512.29-06	250.00	2026 SPRING ELECTION FACILITY USE
			Total for check: 90201		250.00	
UNEMPLOYMENT INSURANCE	90202	3/12/2026	692132-000-5	100-1019-552.15-09	1,461.28	BENEFIT CHARGES 2/1/26-2/28/26
			Total for check: 90202		1,461.28	
LAURA DEWHURST	90203	3/12/2026	RENTAL DEP REFD	100-0000-201.11-00	100.00	RENTAL SECURITY DEPOSIT REFUND
			Total for check: 90203		100.00	

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DOCUMENT SALES & DISTRIBUTION	90204	3/12/2026	26-000416	100-0301-523.30-18	674.55	BUILDING PERMIT SEALS
			Total for check: 90204		674.55	
TODD DREW	90205	3/12/2026	MEALS	100-0904-531.34-03	12.00	TRAINING- MEAL REIMBURSEMENT-MARCH
			Total for check: 90205		12.00	
EMMONS BUSINESS INTERIORS	90206	3/12/2026	230259	100-0801-521.24-01	1,442.57	CHAIRS
			Total for check: 90206		1,442.57	
FACTORY MOTOR PARTS CO	90207	3/12/2026	18-2347992	731-1022-541.38-03	17.37	LUBE FILTER
		3/12/2026	18-2348347	731-1022-541.38-03	17.19	LUBE FILTER
			Total for check: 90207		34.56	
FARRELL EQUIPMENT & SUPPLY CO INC	90208	3/12/2026	293468	100-0703-553.30-18	215.97	GAS CAN WITH FUNNEL
				100-1003-541.30-18	215.97	GAS CAN WITH FUNNEL
		3/12/2026	293469	100-1003-541.30-15	71.96	FLOOR SCRAPER AND BLADES
			Total for check: 90208		503.90	
FASTENAL COMPANY	90209	3/12/2026	WIAPP384897	470-0703-553.80-05	5,231.14	TRAIL PARTS PR-2026-006
			Total for check: 90209		5,231.14	
GRAINGER INC	90210	3/12/2026	9827718207	470-0801-521.82-01	277.38	FUSE PPF-2026-003
			Total for check: 90210		277.38	
GREEN BAY PRESSURE SYSTEMS LLC	90211	3/12/2026	40124	731-1022-541.24-04	316.00	PREVENTATIVE MAINTENANCE
			Total for check: 90211		316.00	

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HD INSTALLATIONS LLC	90212	3/12/2026	85	100-0801-521.29-04	200.00	FRONT/REAR RADAR INSTALL
			Total for check: 90212		200.00	
JOE'S POWER CENTER	90213	3/12/2026	209419	100-1003-541.30-18	231.94	ENGINE OIL
			Total for check: 90213		231.94	
JOHN FABRICK TRACTOR COMPANY	90214	3/12/2026	PIGB0339533	731-1022-541.38-04	276.40	WASHERS, RINGS
		3/12/2026	PIGB0339534	731-1022-541.38-04	17.46	WASHERS
		3/12/2026	PIGB0340015	731-1022-541.38-04	340.86	SHAFTS
		3/12/2026	PIGB0340016	731-1022-541.38-04	1,109.14	PAD AS/PARTS
		3/12/2026	PIGB0340236	731-1022-541.38-04	1,109.14	PAD AS/PARTS
		3/12/2026	PIGB0341081	731-1022-541.38-04	17.26	PINS, NUTS, WASHERS
		3/12/2026	PIGB0341082	731-1022-541.38-04	849.20	PAD AS, BOLTS, SPACERS
		3/12/2026	PIGB0341532	731-1022-541.38-04	223.40	PIN AS/PARTS
		3/12/2026	PIGB0341533	731-1022-541.38-04	(2,218.28)	PAD AS/PARTS CREDIT-WRONG PARTS
			Total for check: 90214		1,724.58	
JT ENGINEERING INC	90215	3/12/2026	250126-7	470-0703-553.80-05	7,560.28	HIGH CLIFF CONNECTION WOODLAND WEST/PR-2027-0
			Total for check: 90215		7,560.28	
KITZ & PFEIL INC	90217	3/12/2026	57451/3	100-0801-521.29-04	50.33	DE ICER (8)
		3/12/2026	57465/3	100-0703-553.24-03	10.77	CAULK (3)
		3/12/2026	57474/3	100-0703-553.24-03	102.28	CABLE (64)
		3/12/2026	57491/3	470-0801-521.82-01	17.07	LINERS/BRUSH PPF-2026-002
		3/12/2026	57499/3	100-0703-553.24-03	26.98	DRAIN PART/HOSE
		3/12/2026	57519/3	731-1022-541.38-04	5.39	CHIP BRUSH SET
		3/12/2026	57527/3	731-1022-541.30-18	19.79	FIBER GLASS
		3/12/2026	57543/3	731-1022-541.38-04	6.29	SPRAY PAINT
		3/12/2026	57549/3	100-0703-553.30-15	124.72	PARK TOOLS
		3/12/2026	57564/3	100-0801-521.24-03	93.25	PAINT TOOLS/LINERS
		3/12/2026	57588/3	100-0703-553.30-18	25.89	WIRE CLOTHS
		3/12/2026	57591/3	731-1022-541.38-03	4.13	CLIP GRIP

AP Check Register

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
KITZ & PFEIL INC...	90217...	3/12/2026	57612/3	470-0801-521.82-01	6.72	TAPE PPF-2026-002
		3/12/2026	57619/3	731-1022-541.38-03	15.96	NUTS & BOLTS
		3/12/2026	57648/3	100-0703-553.24-03	11.13	NUTS & BOLTS
		3/12/2026	57654/3	470-0801-521.82-01	121.65	FENCE CONCRETE MIX PPF-2025-001
		3/12/2026	57668/3	100-0801-521.24-03	16.74	NUTS & BOLTS
		3/12/2026	57729/3	731-1022-541.38-03	4.69	HARDWARE
		3/12/2026	57778/3	731-1022-541.30-18	5.03	HANGER TOOL
		3/12/2026	57819/3	470-1003-541.82-02	22.27	DOCK PARTS
		3/12/2026	57853/3	100-0801-521.24-03	38.76	WALL MOUNT HOOKS
		3/12/2026	57855/3	100-0801-521.24-03	34.32	NUTS & BOLTS
		3/12/2026	57856/3	470-1003-541.82-02	102.49	CONCRETE MIX (12) WATER ST DOCK
		3/12/2026	57861/3	470-1003-541.82-02	16.19	GORILLA TAPE WATER ST DOCK
		3/12/2026	57868/3	100-0703-553.24-03	32.39	ROUTER BIT
		3/12/2026	57876/3	100-0920-531.24-03	6.29	VINEGAR FOR CLEANING FLOOR
		3/12/2026	57885/3	100-0703-553.24-03	28.79	ROUTER BIT
		3/12/2026	57892/3	100-0703-553.24-03	14.39	TUNG OIL
		Total for check: 90217			964.70	
KLINK HYDRAULICS LLC	90218	3/12/2026	TV320	731-1022-541.38-03	372.66	FITTINGS, PARKRIMP COUPLING
					372.66	
MATT LARSEN	90219	3/12/2026	MILEAGE	100-0304-562.33-01	306.56	CONFERENCE MILEAGE REIMBURSEMENT-FEB
					306.56	
MACQUEEN	90220	3/12/2026	P41258	266-1028-543.30-15	897.73	IMPELLER BEARING FOR LEAF MACHINES
					897.73	
MARY'S MAINTENANCE & RENTALS	90221	3/12/2026	350 AHNAIP ST	204-0308-562.70-01	9,694.85	EXTERIOR WORK-350 AHNAIP MR-2024-06
					9,694.85	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MATTHEWS TIRE INC	90222	3/12/2026	100486	731-1022-541.38-02	251.00	TIRES
			Total for check: 90222		251.00	
MENARDS-APPLETON EAST	90223	3/12/2026	90979	100-0703-553.30-15	150.49	SUPPLIES, TOOLS
				100-0703-553.30-18	45.00	SUPPLIES, TOOLS
		3/12/2026	90981	470-1003-541.82-02	100.81	DOCK PARTS STR-2024-003
		3/12/2026	91155	100-0703-553.24-03	24.23	ELECTRICAL PARTS
		3/12/2026	91157	470-1003-541.82-02	34.95	DOCK PARTS STR-2024-003
			Total for check: 90223		355.48	
MENASHA UTILITIES	90224	3/12/2026	5202	470-1012-541.80-05	26,075.41	LED LIGHT INSTALLATION STLIG-2024-003
		3/12/2026	5214	601-0401-513.25-01	32,276.44	DEC-SEWER CHARGES
				625-0401-513.25-01	1,306.53	DEC-STORMWATER CHARGES
		3/12/2026	MENASHA UTIL.	100-0703-553.22-06	174.52	STORM-PARKS 12/31/25-1/30/26
				100-1012-541.22-03	16.11	ELECTRIC-STREET LIGHTS 12/31/25-1/30/26
			Total for check: 90224		59,849.01	
MSA	90225	3/12/2026	026709	470-0703-553.80-05	31,200.00	JEFF PARK POOL PLANNING/ DESIGN, PO-2026-001
			Total for check: 90225		31,200.00	
N&M AUTO SUPPLY	90226	3/12/2026	855629	731-1022-541.38-03	20.18	AIR FILTER
			Total for check: 90226		20.18	
PACKER CITY INTL TRUCKS INC	90227	3/12/2026	X103162381:03	731-1022-541.38-03	59.46	AIR FILTER
			Total for check: 90227		59.46	
LINDA PALMBACH	90228	3/12/2026	MILEAGE	100-0903-531.33-01	42.78	MILEAGE REIMBURSEMENT FEBRUARY 2026
			Total for check: 90228		42.78	

AP Check Register

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
SECURIAN FINANCIAL GROUP INC	90229	3/12/2026	002832L	100-0000-204.07-00	3,270.69	APRIL LIFE INSURANCE
			Total for check: 90229		3,270.69	
STANTEC CONSULTING SERVICES INC	90230	3/12/2026	2530949	256-0304-562.21-06	6,564.00	PROFESSIONAL SERVICES BROWNFIELD ASSES. GRAN
			Total for check: 90230		6,564.00	
STERICYCLE INC	90231	3/12/2026	8013681208	100-0801-521.30-10	117.92	SHREDDING SERVICE
			Total for check: 90231		117.92	
SYN-TECH SYSTEMS	90232	3/12/2026	329758	731-1022-541.24-06	473.50	MODULE AIM SYSTEM
		3/12/2026	329901	731-1022-541.24-06	4,866.00	AIM KITS
			Total for check: 90232		5,339.50	
KAREEM TAHA	90233	3/12/2026	REFUND	100-0000-441.01-00	350.00	SPECIAL USE PERMIT REFUNDAPPLICATION WITHDREW
			Total for check: 90233		350.00	
THEDACARE	90234	3/12/2026	12100529	100-0801-521.21-05	127.50	VENIPUNCTURE (3)
			Total for check: 90234		127.50	
THEDACARE AT WORK	90235	3/12/2026	381309	100-0202-512.21-05	33.00	EMPLOYEE SCREENING
			Total for check: 90235		33.00	
TRI-COUNTY OVERHEAD DOOR SERVICE	90236	3/12/2026	#8168240	470-0801-521.82-01	13,080.00	GATE OPERATOR INSTALL PPF-2025-001
			Total for check: 90236		13,080.00	
WE ENERGIES	90237	3/12/2026	5838011044	100-0703-553.22-03	37.70	LED STREET LIGHTS US HWY 10 & STH 114 E
		3/12/2026	5838341457	100-1012-541.22-03	1,131.35	STREET LIGHTS

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<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>
WE ENERGIES...	90237...	3/12/2026	5840341551	731-1022-541.22-04	4,284.42	GAS-2/4/26-3/3/26 PUBLIC WORKS FACILITY
Total for check: 90237					<u>5,453.47</u>	
WINNEBAGO COUNTY TREASURER	90238	3/12/2026	135595	100-1016-543.25-01	18,577.44	LANDFILL FEES-RES
				100-1017-543.25-01	4,760.00	LANDFILL FEES-COM
				266-1027-543.25-01	1,441.15	LANDFILL FEES-SS & TIRES
				266-1027-543.25-03	205.00	LANDFILL FEES-TV'S
Total for check: 90238					<u>24,983.59</u>	
WINNEGAMIE DOG CLUB	90239	3/12/2026	ELECTION USE	100-0204-512.29-06	300.00	2026 SPRING ELECTION RENTAL FEE
Total for check: 90239					<u>300.00</u>	
					<u>243,271.99</u>	

MEMORANDUM

DATE March 16, 226
TO Common Council
FROM Jennifer Sassman, Finance Director
RE Menasha-Neenah Municipal Court Deficit Payment

Background

The Menasha-Neenah Municipal Court had been carrying a deficit balance on the books for several years. Starting in 2024, both Neenah and Menasha began taking the necessary steps to eliminate the prior years' debt. And beginning in 2025, each City began to budget for their respective share of the municipal court operations. Year-end numbers may still result in a deficit balance, however that deficit will be much more manageable if addressed on an annual basis.

The 2025 general fund budget consisted of \$9,220 for 2025 municipal court operations. The final adopted budget resulted in Menasha's share of the 2025 operations to be \$10,024. A payment of \$10,024 was made to the City of Neenah in early 2025, however final YE numbers show that Menasha owes an additional \$4,573.38 for 2025 operations.

In 2025, Menasha also budgeted \$81,600 in the ARPA fund to pay down the prior years' deficit amount. This budget amount used available ARPA fund interest earnings. A payment of \$81,600 was made to the City of Neenah in early 2025. It was anticipated that ARPA interest earnings would exceed our projection which would allow us to pay more towards the prior years' balance at the end of 2025.

Menasha's remaining share of the prior years' deficit is \$96,201.52. There is an additional \$43,000 available in ARPA interest earnings that could be applied towards this balance.

Action Requested

It is recommended to make the following payments to the City of Neenah to be posted to 2025:

1. Payment of \$4,573.38 for 2025 operational deficit-to be paid from general fund
2. Payment of \$43,000 to be paid out of ARPA Fund (Fund 255) using interest earnings
3. Payment of \$53,201.52 to be paid out of 2025 general fund reserves if final year end numbers can support this payment



MEMORANDUM

DATE March 2, 2026
TO Administration Committee
FROM Jennifer Sassman, Finance Director and Andrew Dane, Community Development Director
RE R-3-26 A Resolution Terminating City of Menasha Tax Increment District No. 8

Tax Increment District (TID) No. 8 was created in 2004 to facilitate the continuing redevelopment of Menasha's waterfront and downtown business district. TID No. 8 supported the Headwater Condominium project and the removal of blighted conditions in the district which includes the current Jimmy Johns location.

TID No. 8 breakdown:

- TID Creation: 11/15/04 (Blight TID)
- Expenditure Period: 22 years - 11/15/2026
- Statutory Closing: 27 years – 11/15/2031
- Estimated Ending Fund Balance: \$98,359 (Estimated City Share - \$31,903)
- Total New Valuation (2025): \$4,222,400
 - New Annual Tax Base: ~\$84,100 (Estimated City Share - \$27,278 – 2027 Budget)

Although Menasha has utilized the affordable housing extension for prior TID closures that is allowed by Wisconsin State Statute, we are recommending that TID No. 8 be terminated without utilizing that extension due to the relatively small amount of increment and with the recent creation of TID No. 15.

Final increment will be received in 2026 and TID No. 8 will be back on the 2026 tax roll (2027 budget year)

TID No. 8 is statutorily required to be closed by April 15, 2026, as there are no additional eligible TID expenditures.

Recommendation

Administration Committee forward Resolution R-3-26 to the Common Council terminating City of Menasha Tax Increment District No. 8, authorizing the City Treasurer to distribute excess increment to overlying taxing districts; and to place the City share of the ending fund balance in the debt service fund.



RESOLUTION R-3-26

A RESOLUTION TERMINATING TAX INCREMENT DISTRICT NO.8, AUTHORIZING THE CITY TREASURER TO DISTRIBUTE EXCESS INCREMENT TO OVERLYING TAXING DISTRICTS

INTRODUCED BY: Mayor Hammond

WHEREAS, the City of Menasha passed R-32-04 creating Tax Incremental District (TID) No. 8 on November 15, 2004, and adopted a project plan in the same year; and,

WHEREAS, all TID No. 8 projects were successfully completed in the prescribed allowed time; and,

WHEREAS, sufficient increment has been collected as of the 2025 tax roll, payable in 2026, to cover TID No. 8 project costs.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council that the City of Menasha does terminate TID No, 8; and.

BE IT FURTHER RESOLVED, that the City Clerk shall notify the Department of Revenue, within 60 days of this resolution, or prior to the deadline of April 15, 2026, whichever comes first, that the TID has been terminated; and,

BE IT FURTHER RESOLVED, that the City Clerk shall sign the required Wisconsin Department of Revenue final accounting form (PE-223) agreeing on a date by which the City shall submit final audited information to the Wisconsin Department of Revenue; and,

BE IT FURTHER RESOLVED, that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors, CliftonLarsenAllen LLP; and,

BE IT FURTHER RESOLVED, that the City Treasurer appropriates its entire share of the excess increment distributed by the closure of TID No. 8 to the debt service fund to be available in Fiscal Year 2026.

Adopted this 16th day of March 2026.

Recommended by:

Motion/Second:

Pass/Fail: _____

Requires: _____ Majority Vote
_____ 2/3 Vote

Austin R. Hammond, Mayor

ATTEST:

Kaija Snyder, City Clerk