

A Quorum of the Common Council, 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.



ADMINISTRATION COMMITTEE MEETING AGENDA

Monday, April 6, 2026 at 6:30 PM

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

or immediately following the Common Council meeting

A. Call to Order

B. Roll Call

C. Minutes to Approve

1. Special Administration Committee, 3/30/26

D. Discussion / Action Items

1. O-8-26 - An Ordinance Amending Title 2, Chapter 4, Section 2-4-15(f) of the Code of Ordinances (Procedure in Municipal Court) Increasing the Maximum Fee for Court Costs Collectible in a Municipal Court Action (Introduced by Mayor Hammond)
2. R-6-26 - A Resolution Increasing Municipal Court Fees to \$48 (Maximum Allowed by State Law) (Introduced by Mayor Hammond)
3. Assignment of Redevelopment Agreement By and Between the City of Menasha and McClone Downtown Development LLC Dated as of April 7, 1977, and First Amended as of May 18, 2015

E. Adjournment

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



ADMINISTRATION COMMITTEE MINUTES

Monday, March 30, 2026 at 5:45 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER

Meeting called to order by Chair Eisenach at 5:46 pm.

B. ROLL CALL

Present: Aids. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: FD Sassman, DDE Gordon, PRD Sackett, Lt. Sawyer, AP Heim,
DPW Merten, PHD Hutter, CA Struve, Mayor Hammond, Clerk Snyder

C. MINUTES TO APPROVE

1. Administration Committee, 3/2/26

Motion by District 3 Alderperson Hale seconded by District 7 Alderperson
Grade to approve. Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. Interpreting Services for Public Meetings: LanguageLine Solutions Statement of Work, OMNIA Partners Cooperative Contract

Motion by District 3 Alderperson Hale seconded by District 5 Alderperson
Lewis to approve. Motion carried on voice vote.

Staff advised that this contract allows improved accessibility to public
meetings for community members for whom English is not a first language,
and for deaf residents.

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

Motion by District 3 Alderperson Hale, seconded by District 4 Alderperson
Perkins to approve.

Motion carried 8-0 on roll call.

Staff advised that this upgrade is a budgeted project that offers improved
business continuity. This upgrade is in line with the expiring life expectancy of
the current phone system. This upgrade would affect all City phones.

E. ADJOURNMENT

Motion by District 3 Alderperson Hale seconded by District 6 Alderperson Marshall
to adjourn the Special Administration Committee meeting at 5:54pm. Motion carried
on voice vote.

Minutes submitted by City Clerk Kaija Snyder.



MEMORANDUM

DATE March 30, 2026
TO Administration Committee
FROM Margaret Struve, City Attorney *MS*
RE Proposed Ordinance O-8-26 and Resolution R-6-26 to Increase Menasha-Neenah Municipal Court Fee Pursuant to 2025 Wisconsin Act 113

On Friday, March 20, 2026, Governor Evers signed Assembly Bill (AB) 433 into law as 2025 Wisconsin Act 113, effective the day following its publication. Championed by Rep. Dean Kaufert and Sen. Van Wanggaard, the legislation increases the maximum allowable municipal court fee by \$10 from a maximum fee of \$38 to \$48. Section 814.65 of the Wisconsin Statutes was amended accordingly.

Pursuant to Section 2-4-15(f) of the Menasha Code of Ordinances and Section 2-266 of the Neenah Code of Ordinances, the Menasha-Neenah Municipal Court currently assesses a fee of \$38.00 (previous statutory maximum). In response to inflationary pressures (since the last increase was more than a decade ago), our cities have faced budgetary challenges related to municipal court. Increasing the fee will assist in the goal of largely self-sustaining municipal court operations.

In order to adjust municipal court fees, both Cities' ordinances require revision. Due to the Cities' joint municipal court, the City of Neenah and the City of Menasha have identical municipal court ordinance language. Therefore, staff propose the same revision. The existing language specifically identifies the previous maximum allowed fee amount of "\$38.00". Ordinance O-8-26 proposes to remove the fixed \$38.00 amount and replace it with "shall be no greater than the maximum amount allowed" so that the revised sentence will read: "Pursuant to Sec. 814.65, Wis. Stats., the court costs for each citation issued shall be no greater than the maximum amount allowed...."

Although the proposed ordinance will allow an increase up to the new statutory maximum amount of \$48, accompanying Resolution R-6-26 would approve an increase of the actual fee amount from \$38.00 to \$48.00, as is recommended by the Court. Going forward, should any similar statutory increase to the maximum allowable municipal court fee occur, the Cities could then choose to modify the fee by resolution rather than through additional ordinance amendments. This approach aligns with the Municode recodification process by removing

specific fee amounts from our code and incorporating them into a City Fee Schedule. Neenah currently follows this practice.

RECOMMENDED MOTIONS:

- (1)** Staff recommend approval of O-8-26 Amending Title 2, Chapter 4, Section 2-4-15(f) (Procedure in Municipal Court) Increasing the Maximum Fee for Court Costs Collectible in a Municipal Court Action (Introduced by Mayor Hammond).
- (2)** Staff recommend approval of R-6-26, A Resolution Increasing Municipal Court Fee by \$10 to \$48 (Maximum Allowed by State Law) (Introduced by Mayor Hammond).



ORDINANCE O-8-26

AN ORDINANCE AMENDING TITLE 2, CHAPTER 4, SECTION 2-4-15(f) OF THE CODE OF ORDINANCES, TO IMPOSE A NO PARKING REGULATION ON BROAD STREET

INTRODUCED BY: Mayor Hammond.

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

SECTION 1: Amend Title 2, Chapter 4, Section 2-4-15(f) of the Code of Ordinances of the City of Menasha, Wisconsin to delete the stricken language and add the red underlined language so as to read as follows:

**Title 2 – Government and Administration
Chapter 4 – Boards, Commissions and Committees**

...

SEC. 2-4-15 MUNICIPAL COURT

...

(f) PROCEDURE IN MUNICIPAL COURT.

The Joint Municipal Court for the Cities of Menasha and Neenah shall operate under municipal court procedure found in Sec. 800.001 *et. Seq.*, Wis. Stats., and Sec. 938, Wis. Stats., and actions thereunder shall be commenced by Uniform Municipal Citation. Forfeiture amounts, under the City ordinance, shall match the Uniform Bail and Bond Schedule for the State of Wisconsin then in effect and shall include the penalty assessment under Sec. 165.86 (2) (c), Wis. Stats., and the jail assessment under Sec. 302.46, Wis. Stats. Penalty assessments collected shall be forwarded to the state treasurer. Jail assessments collected shall be forwarded to the county treasurer. Pursuant to Sec. 814.65, Wis. Stats., the court costs for each citation issued is ~~Thirty-eight Dollars (\$38.00)~~ shall be no greater than the maximum amount allowed. of which Five Dollars (\$5.00) shall be forwarded to the state secretary of administration. The court shall collect forfeitures and report to the City Clerk the name, offense and judgment in each case. In the case of nonpayment of forfeitures, the court, after affording an opportunity to the accused to be heard, may punish

an accused for contempt under Sec. 800.12, Wis. Stats., and may impose a monetary sanction not to exceed Fifty Dollars (\$50.00) and/or imprisonment not to exceed seven (7) days and may issue warrants for the enforcement of its power of contempt under Sec. 800.095 and Sec. 800.12, Wis. Stats. If allowed by state law, driving privileges may be revoked by the Municipal Judge in lieu of imprisonment. The Municipal Court may order restitution to victims of municipal ordinance violations up to Four Thousand Dollars (\$4,000.00) and order contempt as a sanction for the nonpayment thereof, as provided for under Sec. 800.093, Wis. Stats.

...

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

Passed and approved this ____ day of _____ 2026.

Recommended by:
Motion/Second:
Pass/Fail:
Requires: Majority Vote

Austin Hammond, Mayor

ATTEST:

Kaija Snyder, City Clerk

MEMORANDUM

DATE March 30, 2026
TO Administration Committee
FROM Margaret Struve, City Attorney *MS*
RE Proposed Ordinance O-8-26 and Resolution R-6-26 to Increase Menasha-Neenah Municipal Court Fee Pursuant to 2025 Wisconsin Act 113

On Friday, March 20, 2026, Governor Evers signed Assembly Bill (AB) 433 into law as 2025 Wisconsin Act 113, effective the day following its publication. Championed by Rep. Dean Kaufert and Sen. Van Wanggaard, the legislation increases the maximum allowable municipal court fee by \$10 from a maximum fee of \$38 to \$48. Section 814.65 of the Wisconsin Statutes was amended accordingly.

Pursuant to Section 2-4-15(f) of the Menasha Code of Ordinances and Section 2-266 of the Neenah Code of Ordinances, the Menasha-Neenah Municipal Court currently assesses a fee of \$38.00 (previous statutory maximum). In response to inflationary pressures (since the last increase was more than a decade ago), our cities have faced budgetary challenges related to municipal court. Increasing the fee will assist in the goal of largely self-sustaining municipal court operations.

In order to adjust municipal court fees, both Cities' ordinances require revision. Due to the Cities' joint municipal court, the City of Neenah and the City of Menasha have identical municipal court ordinance language. Therefore, staff propose the same revision. The existing language specifically identifies the previous maximum allowed fee amount of "\$38.00". Ordinance O-8-26 proposes to remove the fixed \$38.00 amount and replace it with "shall be no greater than the maximum amount allowed" so that the revised sentence will read: "Pursuant to Sec. 814.65, Wis. Stats., the court costs for each citation issued shall be no greater than the maximum amount allowed...."

Although the proposed ordinance will allow an increase up to the new statutory maximum amount of \$48, accompanying Resolution R-6-26 would approve an increase of the actual fee amount from \$38.00 to \$48.00, as is recommended by the Court. Going forward, should any similar statutory increase to the maximum allowable municipal court fee occur, the Cities could then choose to modify the fee by resolution rather than through additional ordinance amendments. This approach aligns with the Municode recodification process by removing

specific fee amounts from our code and incorporating them into a City Fee Schedule. Neenah currently follows this practice.

RECOMMENDED MOTIONS:

- (1)** Staff recommend approval of O-8-26 Amending Title 2, Chapter 4, Section 2-4-15(f) (Procedure in Municipal Court) Increasing the Maximum Fee for Court Costs Collectible in a Municipal Court Action (Introduced by Mayor Hammond).
- (2)** Staff recommend approval of R-6-26, A Resolution Increasing Municipal Court Fee by \$10 to \$48 (Maximum Allowed by State Law) (Introduced by Mayor Hammond).



RESOLUTION R-6-26

A RESOLUTION APPROVING MUNICIPAL COURT FEE INCREASE BY \$10.00 FROM \$38.00 TO \$48.00 IN RESPONSE TO 2025 WISCONSIN ACT 113

INTRODUCED BY: Mayor Hammond

WHEREAS, Wisconsin Statutes § 814.65 grants municipal courts the authority to assess a fee for court costs collectible in a municipal court action; and

WHEREAS, until recently, for more than a decade, the maximum municipal court fee amount allowable by statute had been \$38.00; and

WHEREAS, in accordance with the maximum municipal court fee amount allowable by statute, the City of Menasha Code of Ordinances authorizes a fee of \$38.00; and

WHEREAS, 2025 Wisconsin Act 113, signed on March 20, 2026, increases the maximum municipal court fee allowable by statute by \$10.00 from \$38.00 to \$48.00; and

WHEREAS, in accordance with 2025 Wisconsin Act 113, the City of Menasha enacted O-8-26, allowing for the increase of the municipal court fee to that amount allowable by statute; and

WHEREAS, the cities of Neenah and Menasha have faced budgetary challenges related to Menasha-Neenah Municipal Court; and,

WHEREAS, increasing the municipal court fee by \$10.00 from \$38.00 to \$48.00 in response to inflationary pressures will aid in the goal of largely self-sustaining municipal court operations; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Menasha that effective _____, the Fee for Court Costs Collectible by the Menasha-Neenah Municipal Court in a Municipal Court Action will be increased by \$10.00 to \$48.00.

Adopted this ____ day of April 2026.

Recommended by: Administration Committee
Motion/Second: /
Pass/Fail:
Requires: Majority Vote

Austin Hammond, Mayor

ATTEST:

Kaija Snyder, City Clerk

MEMORANDUM

DATE March 30, 2026

TO Administration Committee

FROM Margaret Struve, City Attorney *MS*
Andrew Dane, Community Development Director

RE Assignments of Redevelopment Agreement By and Between the City of Menasha and McClone Downtown Development LLC Dated as of April 7, 1997, and First Amended as of May 18, 2015.

The above-described Redevelopment Agreement (hereinafter, the “Agreement”) involved McClone Downtown Development, LLC, developing 150 Main Street in Menasha. The Agreement (attached hereto) included a 99-year parking provision (paragraph 11). The Agreement was amended in 2015 to modify the parking provision.

Since the First Amendment to the Agreement was executed in 2015, McClone Downtown Development, LLC, transferred title to 150 Main Street to RMD Management Group, LLC. RMD Management Group, LLC, then transferred title to JCB Management Group, LLC. JCB Management Group, LLC, owns 150 Main Street today. Though McClone Downtown Development, LLC, has been dissolved, they submit that sections 183.0702(2)(a), 183.0702(b)(2)(4)(7), and 183.0702(3) of the Wisconsin Statutes allow a dissolved LLC to “wind up” its activities and affairs, which includes assigning the Agreement and interest in the parking provision.

Allowing the new property owner (JCB Management Group, LLC) to maintain interest in the Agreement (parking provision) as the “developer” through this Assignment of the Agreement and First Amendment thereto will preserve a positive working relationship with the new property owner. Because of this, staff recommend approval of the attached Assignments.

RECOMMENDATION: Staff recommend the Administration Committee forward to Common Council approval of the Assignments of Redevelopment Agreement By and Between the City of Menasha and McClone Downtown Development LLC Dated as of April 7, 1997, and First Amended as of May 18, 2015, from McClone Downtown Development, LLC, to RMD Management Group, LLC, and from RMD Management Group, LLC, to JCB Management Group, LLC.

ASSIGNMENT
of
REDEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF MENASHA, WISCONSIN
AND
MCCLONE DOWNTOWN DEVELOPMENT LLC
DATED AS OF APRIL 7, 1997, AND FIRST AMENDED AS OF MAY 18, 2015

The undersigned, McClone Downtown Development, LLC ("Assignor"), a Wisconsin Limited Liability Company, 150 Main Street, Suite 300, Menasha, Wisconsin, 54952, hereby assigns, transfers and conveys to RMD MANAGEMENT GROUP, LLC ("Assignee"), a Wisconsin Limited Liability Company, 150 Main Street, Suite 300, Menasha, Wisconsin, 54952, without recourse, all of Assignor's right, title and interest in the Redevelopment Agreement dated April 7, 1997 and in the First Amendment to Redevelopment Agreement dated May 18, 2015, copies of which are attached hereto and incorporated herein by reference, by and between the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 ("City") and Assignor.

Assignor has executed and delivered this Assignment effective the 1st day of April, 2026.

ASSIGNOR: McClone Downtown Development, LLC

By: Claudia McClone
Claudia McClone, Registered Agent

ACCEPTANCE

The undersigned, RMD MANAGEMENT GROUP, LLC, hereby acknowledges, accepts and assumes the foregoing Assignment.

Assignee has executed and delivered this Acceptance effective the 1st day of April, 2026.

ASSIGNEE: RMD MANAGEMENT GROUP, LLC

By: Erik Brenn
Erik Brenn, Registered Agent

CONSENT

The undersigned, City of Menasha, hereby acknowledges and consents to the foregoing Assignment.

The undersigned, by its duly authorized representative, has executed and delivered this Consent effective this ___ day of April, 2026.

City of Menasha

By: _____
Austin Hammond, Mayor

By: _____
Kaija Snyder, Clerk

ASSIGNMENT
of
REDEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF MENASHA, WISCONSIN
AND
MCCLONE DOWNTOWN DEVELOPMENT LLC
DATED AS OF APRIL 7, 1997, AND FIRST AMENDED AS OF MAY 18, 2015

The undersigned, RMD MANAGEMENT GROUP, LLC (“Assignor”), a Wisconsin Limited Liability Company, 150 Main Street, Suite 300, Menasha, Wisconsin, 54952, hereby assigns, transfers and conveys to JCB MANAGEMENT GROUP, LLC (“Assignee”), a Wisconsin Limited Liability Company, 150 Main Street, Suite 300, Menasha, Wisconsin, 54952, without recourse, all of Assignor’s right, title and interest in the Redevelopment Agreement dated April 7, 1997 and in the First Amendment to Redevelopment Agreement dated May 18, 2015, copies of which are attached hereto and incorporated herein by reference, by and between the City of Menasha, a Wisconsin Municipal Corporation, 100 Main Street, Suite 200, Menasha, Wisconsin 54952 (“City”) and Assignor.

Assignor has executed and delivered this Assignment effective the 1st day of April, 2026.

ASSIGNOR: RMD Management Group, LLC

By: Erik Brenn
Erik Brenn, Registered Agent

ACCEPTANCE

The undersigned, JCB MANAGEMENT GROUP, LLC, hereby acknowledges, accepts and assumes the foregoing Assignment.

Assignee has executed and delivered this Acceptance effective the 1st day of April, 2026.

ASSIGNEE: JCB MANAGEMENT GROUP, LLC

By: Erik Brenn
Erik Brenn, Registered Agent

CONSENT

The undersigned, City of Menasha, hereby acknowledges and consents to the foregoing Assignment.

The undersigned, by its duly authorized representative, has executed and delivered this Consent effective this ___ day of April, 2026.

City of Menasha

By: _____
Austin Hammond, Mayor

By: _____
Kaija Snyder, Clerk

366-8181
Jim Olson
2:15

**REDEVELOPMENT AGREEMENT
BETWEEN
CITY OF MENASHA, WISCONSIN
AND
DEVELOPER**

THIS AGREEMENT is entered into on this 7th day of April, 1997, between the City of Menasha, a Wisconsin municipal corporation, (hereinafter the "CITY") and McClone Downtown Development LLC (hereafter the "Developer");

WITNESSETH:

WHEREAS, the CITY has determined that the development of office and commercial property in the Central Business District would be desirable for the City of Menasha; and,

WHEREAS, the DEVELOPER has contacted the CITY to express interest in investing in the redevelopment of this neighborhood, and the CITY has determined that the DEVELOPER is qualified to conduct this redevelopment project.

NOW, THEREFORE, the parties mutually agree as follows:

1. **PROJECT DESCRIPTION.** The Developer agrees to finance and construct an office and commercial building (hereafter the "Project") of not less than 50,000 square feet of masonry and brick construction on the property described as follows:

- SITE 1: That property now occupied by Household Rentals, Harder's Barbershop, and So' Cleaners more particularly described as:
- SITE 2: That property now occupied by Firststar Bank more particularly described as:
- SITE 3: That property which includes the Chute Street right-of-way more particularly described as:
- SITE 4: That property now owned by the City of Menasha which comprises Curtis Reed Square more particularly described as:
- SITE 5: That property now owned by the City which is a part of the current parking lot for the Menasha City Hall more particularly described as:
- SITE 6: That property now occupied by Randall's Auto Haus more particularly described as:

which site shall consist of not less than _____ square feet, (the "Site"). Dimensions and legal descriptions will appear on Attachment "A" as they become available.

2. **PLAN APPROVAL.** The Developer, prior to commencing construction, shall obtain the CITY'S approval of the plans for the redevelopment project which shall be in compliance with all codes and requirements of the City of Menasha, which shall be done not later than May 19, 1997. The City will cause all the Project parcels to be zoned for the intended uses of the Project and will expedite and facilitate all other necessary required plan approvals.

DEVELOPER agrees that it will not transfer the PROJECT or any of the property to any tax-exempt entity without prior approval of the CITY; however the City's approval shall not be required in connection with the granting of any mortgagees to finance the Project so long as that action does not cause the Project to be tax-exempt. The DEVELOPER will be responsible for any fees for zoning or building permits required under CITY ordinance or STATE law.

3. **TIME OF CONSTRUCTION.** Following timely acquisition of the Site by the CITY, the Developer agrees to complete construction of the Project not later than March 1, 1998. The City shall cooperate with the Developer to facilitate the Developer's performance. The City shall proceed with due diligence to construct and install all required public improvements and roadway modifications not later than March 1, 1998 or earlier as needed by the Developer, provided that any such requests shall be reasonable.

4. **SITE.** The DEVELOPER agrees at its sole expense to acquire the properties needed for the Project described in paragraph 1 as SITES 1 and 2, subject to the contribution of the City to such acquisition costs as may be required by the developer and further subject to the condition that all City contribution to the project not exceed \$1,100,000. The CITY agrees at its sole expense to acquire the properties need for the Project described in paragraph 1 as SITE 6 of this Agreement, utilizing its powers of eminent domain, if necessary, including the relocation of existing occupants, if required, agreed upon required infrastructure enhancements, and the clearance from the Site of existing improvements as set forth in demolition specifications to be prepared by the DEVELOPER and approved by the CITY. Any statutory imposed relocation cost sought or obtained by any relocated owner or tenant on any Project site shall be borne by the City. Such Site assembly shall be completed on or before March 1, 1998, or as soon thereafter as mutually agreed to by the parties.

The CITY agrees to sell to the DEVELOPER SITES 3, 5 and whatever portion of SITE 4 is necessary to complete the PROJECT. Whatever cost the CITY expends in purchasing SITE 6, including the demolition and removal of existing structures, backfilling with appropriate fill so as to support proposed parking lot, phase I, II, or III environmental assessments, any costs of environmental remediation not reimbursed through PECFA or other grants, and any cost to relocate existing utilities necessary for SITE 6 so as to comply with PROJECT shall be paid by the CITY, provided that such costs will be limited by a total contribution of the CITY to the PROJECT not to exceed \$1,100,000. The CITY shall provide street removal and replacement, curb and gutter removal and replacement, and backfilling appropriate to make SITES 3, 5 and that part of SITE 4 as has been transferred so as to support proposed structures and parking lots.

Any expense incurred by the CITY for these items shall not cause the total CITY contribution for the PROJECT to exceed \$1,100,000. Any cost to reconstruct the Broad Street Lot so as to provide the parking stalls included in the PROJECT plan will be borne by the CITY provided that the CITY'S entire contribution to the PROJECT does not exceed \$1,100,000. The City's total contribution of \$1,100,000 shall include only costs for outsourced services and amounts paid to third parties associated with the construction of the project. The City shall include in the eligible TIF expenses anything allowed under state law.

5. **PRICE.** The CITY shall sell SITES 3, 5 and whatever portion of SITE 4 as shall be necessary for the PROJECT to the DEVELOPER for \$5,000 at a closing to be held on or before June 10, 1997 at 10:00 a.m. at City Hall or such other place as the parties shall mutually agree. Should the PROJECT be not completed at any time for any reason, title to SITES ,3, 5 and the part of SITE 4 which has been sold shall revert to the CITY. The CITY shall reimburse the DEVELOPER for any cost associated with DEVELOPER'S acquisition, structure demolition and removal, or site preparation for SITES 1 and 2 so long as CITY'S total PROJECT contribution does not exceed \$1,100,000.

6. **SITE PREPARATION.** The DEVELOPER shall demolish and remove any existing structures and foundations and shall backfill with appropriate fill to support proposed structures and parking lots for SITES 1 and 2.

7. **CLEAR TITLE.** For any property assembled by the CITY, the CITY shall provide clear title to the DEVELOPER upon closing, as evidenced by a commitment for title insurance consistent with comparable transactions containing only such standard exceptions as cannot be reasonably be waived under the circumstances.

8. **CERTIFIED SURVEY MAP.** DEVELOPER shall provide a Certified Survey Map of the site. If the CITY is asked to pay for the CSM, that cost shall not cause the CITY'S total contribution to the PROJECT to exceed \$1,100,000.

9. **PUBLIC PLAZA.** The CITY will develop a public plaza area as designated on the PROJECT description. The CITY has the right to incorporate a portion of the DEVELOPER'S property into the design of the public plaza upon the consent of Developer which consent shall not be unreasonably withheld. Any such property so used will be maintained by the CITY. The Developer shall prepare a conceptual design for the public plaza.

10. **SEWER.** The CITY will provide sanitary sewer, storm sewer, and water laterals to the property boundary or curb stop. The costs for all other utilities will be considered by separate agreement, if necessary. It is agreed that total CITY contribution to the PROJECT will not exceed \$1,100,000. DEVELOPER shall provide necessary easements for the portions of the relocated sanitary sewer, storm sewer and water main which may be located on DEVELOPER'S property.

11. **PARKING.** The CITY shall acquire the property now known as Randall's Auto Haus and reconfigure the Broad Street parking lot. One hundred twenty spaces of the Broad

Street parking lot shall be assigned to DEVELOPER'S tenants at a cost of \$1.00 per space per year for a term not to exceed 99 years. Such assignment shall be limited to the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. The City will assist Developer in policing the 120 spaces to prevent them from being occupied by the general public. The City will also provide all snow removal and maintenance services consistent with other City parking lots. At CITY'S option, the CITY will sell such portion of the Broad Street Lot as constitute 100 spaces to the DEVELOPER at a price to be agreed to in the future. The CITY shall have the ability to select the spaces which shall be so designated.

12. **SIGNAGE.** Any signage for such PROJECT buildings shall conform to applicable CITY ordinances.

13. **STAGING AREA.** The DEVELOPER may use existing CITY property as a staging area during PROJECT construction consistent with continued CITY operations.

14. **PROJECT SCOPE.** Any change in PROJECT scope shall be consistent with this agreement and any subsequent agreements of the parties.

15. **EQUAL OPPORTUNITY.** DEVELOPER hereby agrees on behalf of himself and his heirs and assigns that he will not permit the sale, lease or use of the property or facilities within the Project by any party who would act or permit discrimination or restriction on the basis of race, creed, color, sex, religion, national origin, or any other protected category under State or Federal law.

16. **CHANGES.** The parties agree that this agreement may require changes, from time to time. Such changes, which are mutually agreed upon between the Developer and the CITY, shall be incorporated in written amendment to this agreement.

17. **MATTERS TO BE DISREGARDED.** The titles of the several sections, subsections, and paragraphs of this agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this agreement.

18. **COMPLETENESS OF AGREEMENT.** This agreement and any additional or supplementary documents incorporated by specific reference contain all the terms and conditions of this agreement, and no other agreements, oral or otherwise, regarding this subject matter or any part shall have any validity or bind any of the parties hereto.

19. **NOTICES.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses below:

DEVELOPER Name & Address

McClone Downtown Development LLC
P. O. Box 389, Menasha, WI 54952

CITY Name and Address:

City of Menasha
140 Main Street
Menasha, Wisconsin 54952

20. **TERMINATION RIGHTS.** The CITY and the Developer recognize the development will require substantial financial resources, the commitments for which may not be available before the parties begin to perform under the terms of this agreement. The parties are nonetheless willing to proceed with the activities and undertaking described herein with full appreciation that the costs and risks of so doing are their own, respectively, and that a closing may not occur, unless otherwise specifically required by this agreement. If the CITY shall fail to acquire the Site and perform its other obligations or if the developer does not generate the required financing and perform its other obligations, the aggrieved party may terminate this agreement upon giving the other party thirty (30) days' written notice, and this agreement shall then automatically terminate. As evidence of the parties' confidence in each other, the parties are willing to begin performance under this agreement without absolute assurance the other party will be able or willing to raise and commit the necessary funds.


21. **PERSONAL LIABILITY.** Under no circumstance shall any alderman, officer, official, director, member, limited partner, or employee of the City or the Developer have any personal liability arising out of this agreement, and no party shall seek or claim any such personal liability.

22. **CITY CONTRIBUTION.** The Developer recognizes that the total City contribution is limited to \$1,100,000 toward the entire project subject to the following exceptions:

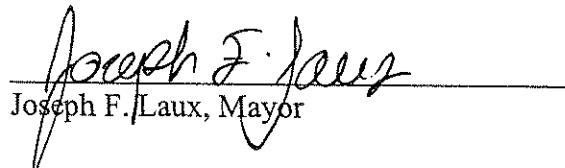
- a. the cost attributed toward the \$1,100,000 to be used for the development of the Plaza and the reconfiguration of the Broad Street Parking Lot is \$112,000.
- b. the City contribution is based on the estimates provided by the Hoffman Corporation in a document attached as Exhibit . Any reductions in those costs for any reason shall be shared with the City in a manner to be agreed to at a later date.

DEVELOPER:

McClone Downtown Development LLC


Michael J. McClone, Member

CITY OF MENASHA, by:


Joseph F. Laux, Mayor

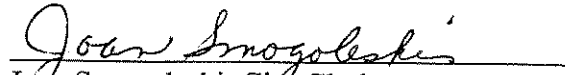

Joan Smogoleski, City Clerk

Exhibit B

Building for:
McClone
 Main and Milwaukee Streets
 Menasha, WI

Project No. 96938
HOFFMAN CORP.
 321 NICOLET ROAD
 APPLETON WI 54914

SITE ISSUES

Item	Line Est.	Cost Est.	Notes
Clear Title to Property		722,301.00	
Purchase 150 Main St. and 348/352 Chute St. (First Star)	300,000		
Phase I environmental audit and written report	667		
Environmental remediation of: Hazardous substances, Toxic materials, Pollutants, Other Contaminants	5,000		Allowance (cost limit)
Demolition and removal of existing structures and foundations; including Backfill excavations with appropriate fill to support proposed structures or parking lots	20,335		
Tenant relocation costs	0		
326,002 sub total			
Purchase 358 Chute St. ()	45,000		
Phase I environmental audit and written report	667		
Environmental remediation of: Hazardous substances, Toxic materials, Pollutants, Other Contaminants	2,500		Allowance (cost limit)
Demolition and removal of existing structures and foundations; including Backfill excavations with appropriate fill to support proposed structures or parking lots	13,665		
Tenant relocation costs	0		
61,832 sub total			
Purchase 360 Chute St. (Household Rental)	140,000		
Phase I environmental audit and written report	667		
Environmental remediation of: Hazardous substances, Toxic materials, Pollutants, Other Contaminants	5,000		Allowance (cost limit)
Demolition and removal of existing structures and foundations; including Backfill excavations with appropriate fill to support proposed structures or parking lots	20,335		
Tenant relocation costs	0		None per City 3-13-97
166,002 sub total			
Purchase 67 Milwaukee St. (Autohaus)	100,000		
Phase II environmental audit and written report	1,800		
Environmental remediation of: Hazardous substances, Toxic materials, Pollutants, Other Contaminants	10,000		Allowance (cost liability limit)
Demolition and removal of existing structures and foundations; including Backfill excavations with appropriate fill to support proposed structures or parking lots	6,665		
Tenant relocation costs	50,000		
168,465 sub total			
Develop a City plaza area; including planters		50,000.00	Lump sum cost allowance
Special construction requirements: Foundation due to soil conditions		0.00	
Provide to the property: Sanitary sewer, Storm sewer and Water laterals		40,000.00	includes relocation of vacated street util.
Telephone		0.00	
Electric service		5,000.00	relocate existing transformers
Natural Gas		0.00	
Cable TV		0.00	
City Street Modifications (dead end Chute street) Cul De Sac		166,225.00	Items within public right of way only
Existing Street pavement, Curb & Gutter and Public Sidewalk removal	10,000		Lump sum cost allowance
Street pavement replacement	30,000		est. 6,000 sf @ 5.00/sf
Curb & Gutter replacement	7,950		est. 530 lf @ 15.00/lf
Public Sidewalk replacement	6,625		est. 530 lf of 7' walk @ 12.50/sf
New Parking lot at Milwaukee and Broad streets, including lot lighting	53,650		est. 7,200 sf @ 7.45/sf
Seal and restripe existing city parking lot	42,000		est. 140 spaces @ 300.00/per space
Street lighting (4 fixtures)	16,000		
Parking agreement; Variance to number of minimum required spaces		120.00	Use of 120 parking stalls in Broad street lot \$1 per stall per year (1st year only shown)
71 On site (property owned) parking spaces, including lot lighting at	2,000	142,000.00	
Location and size of site signage		0.00	May be at variance with City ordinance
Permission to use City property if needed for site access		0.00	
Change in Project scope		0.00	Option on adjacent properties
TOTAL ESTIMATE		\$1,125,646.00	
City TIF allowance		\$1,100,000.00	
Balance to project		\$25,646.00	

3/26/97


**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN
CITY OF MENASHA, WISCONSIN AND DEVELOPER
DATED APRIL 7, 1997**

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT, executed in Menasha, Wisconsin on this 18th day of May, 2015, is made effective between the City of Menasha and McClone Downtown Development, LLC and is made with reference to the Redevelopment Agreement dated April 7, 1997:

As to paragraph 11. **PARKING**, delete "One hundred twenty spaces of the Broad Street parking lot. . ." and add "One hundred twenty spaces in the Chute Street, Germania Hall and/or Broad Street parking lots, or at any other location as may be mutually agreeable to CITY and DEVELOPER. . ."

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above:

City of Menasha

By:  _____

Donald Merkes, Mayor

By:  _____

Deborah A. Galeazzi, City Clerk

McClone Downtown Development LLC

By:  _____

Michael J. McClone, Member