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 (SINE DIE)
AMENDED MEETING AGENDA
Tuesday, April 21, 2026 at 5:00 PM
First Floor Conference Rooms
100 Main Street, Menasha, WI

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Public Hearing

1. O-5-26 — Proposed Text Amendment to Title 13, Chapter 1, Article C, Sections 13-1-25(f)(12), and 13-1-26(f)(12) and 13-1-39(f)(11) of the Code of Ordinances Pertaining to Minimum Roof Pitch in the R-1, R-2, and R-1A Districts
2. O-6-26 — Proposed Text Amendment to Title 13, Chapter 1, Article C, Sections 13-1-25(f)(13)(a) and 13-1-26(f)(13)(a) and 13-1-35(g)(4)(a), and 13-1-39(f)(12)(a) of the Code of Ordinances Pertaining to the Minimum Garage Dimensions in the R-1, R-2, R-2A, and R-1A Districts
3. O-7-26 — Proposed Text Amendment to Title 13, Chapter 1, Article C, Sections 13-1-25(f)(7), 13-1-26(f)(7), 13-1-35(a), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), and 13-1-35(i)(1) Pertaining to Lot Standards in the R-1, R-2, and R-2A Districts

E. Public Comments on Any Matter of Concern to the City
(5 minute time limit for each person)

F. Report of Department Officers/Department Heads/Staff/Consultants
Clerk Snyder - the following minutes and communications have been received and placed on file:

1. Presentations:
2. Minutes to Receive:
   a. Administration Committee, 4/6/26
   b. Board of Public Works, 4/6/26
   c. Personnel Committee, 4/6/26
   d. Library Board of Trustees, 2/24/26
   e. Water and Light Commission, 3/25/26
   f. Committee on Aging, 3/13/26

g. Plan Commission, 3/3/2026
h. IT Steering Committee, 3/19/26
i. Parks and Recreation Board, 4/14/26

3. Communications:
   a. Lawn Care Flyer
   b. Unofficial Election Results - April 7, 2026 Spring Election
   c. Brews on ‘Bago 2026
   d. Rock the Block – May 14-16, 2026
   e. Comprehensive Plan Open House - April 29
   f. Listen to the Loop - June 5, 2026
   g. Fox-Wolf Watershed Clean-Up Day - May 2, 2026
   h. Heckrodt Wetland Reserve - 2025 Impact Report
   i. National Library Week Proclamation

G. Consent Agenda

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

1. Common Council Minutes, 4/6/26
2. Administration Committee, 4/6/26, Recommends Approval of:
   a. Assignment 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
3. Board of Public Works, 4/6/26, Recommends Approval of:
   a. Payment — Northeast Asphalt, Inc; Contract No. 2025-03; Jefferson Park Boat Launch; $40,413.14 (Payment No. 6)
   b. Recommend to Award — Contract Unit No. 2026-01; Street Construction on Eighth Street, Third Street, and DePere Street; MCC, Inc.; $195,922.05
   c. Recommend to Award — Contract Unit No. 2026-02; Epoxy Pavement Markings on Third Street and Racine Street; Century Traffic, LLC; $122,398.20
   d. Street Use Permit Application – Memorial Day Parade; Monday, May 25, 2026; 8:00 a.m. to 10:30 a.m.; Twin City Veterans
   e. Proposal for an Additional Street Paving Contract
4. Personnel Committee, 4/6/26, Recommends Approval of:
   a. City Employee Volunteer Opportunity – Greater Fox Cities Area Habitat for Humanity Menasha Rock the Block

5. Parks & Recreation Board, 4/14/26, Recommends Approval of:
    a. Intergovernmental Agreement between the City of Neenah & City of Menasha for 2026 Neenah Pool Passes
    b. Community Partner Agreement between the City of Menasha and Greater Fox Cities Area Habitat for Humanity, Inc., for the Appleton West Rock the Block 2026 event, contingent upon approval as to form by the City Attorney
6. Plan Commission, 2/3/26, Recommends Approval of:
    a. Property Acquisition - 800 Ninth Street (Parcel 12103531502) (Quarry)

H. Items Removed from the Consent Agenda

I. Action Items

1. Accounts Payable and payroll for the term of 04/03/26-04/16/26 in the amount of $3,411,356.58
2. Offer to Purchase — 800 Ninth Street (Parcel No. 1-210353-15) (Quarry)
3. Scope of Work for Davel Engineering & Environmental, Inc. for a Phase I Environmental Site Assessment for Parcel 12103531502 (Quarry) – Contingent Upon Approval of City's Offer to Purchase and Davel's Signature of the City's Indemnification/Hold Harmless Agreement and Insurance Requirements.

J. Held Over Business

K. Ordinances and Resolutions

1. O-5-26 — An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(12) and 12-1-26(f)(12) and13-1-39(f)(11) of the Code of Ordinances, Effectively Removing the Minimum Roof Pitch Requirement in the R-1, R-2, and R-1A Districts (Introduced by Ald. Eisenach)
2. O-6-26 — An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(13)(a) and 13-1-26(f)(13)(a) and 13-1-35(g)(4)(a), and 13-1-39(f)(12)(a) of the Code of Ordinances Effectively Reducing the Minimum Garage Dimensions in the R-1, R-2, R-2A, and R-1A Districts (Introduced by Ald. Eisenach)
3. O-7-26 — An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(7) and 13-1-26(f)(7) and 13-1-35(a), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), and 13-1-35(i)(1) of the Code of Ordinances, Effectively Reducing the Minimum Lot Size Standards in the R-1 and R-2 Districts and Effectively Changing Density Standards in the R-2A District (Introduced by Ald. Eisenach)
4. 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)

5. R-6-26 — A Resolution Increasing Municipal Court Fees to $48 (Maximum Allowed by State Law) (Introduced by Mayor Hammond)
6. R-9-26 — A Resolution to Approve the Cancellation of Outstanding Checks; and the Write-Off of General Uncollectible Accounts Receivables and Delinquent Personal Property Tax Receivables (Introduced by Mayor Hammond)
7. R-10-26 - A Resolution Expressing Gratitude to Representative Dean Kaufert and Senator Dassler-Alfheim for Working to Secure Lift Bridge Aid for the City of Menasha Racine Street Bridge (Introduced by Mayor Hammond & Ald. Grade)

L. Appointments

1. Alderman Rand's Letter of Resignation (Plan Commission (alternate), Redevelopment Authority, Sustainability Committee, Lawson Canal Ad-Hoc Advisory Committee, Racine Street-Main Street and Racine Street-Ahnaip Street Roundabout Landscape Ad-Hoc Committee), effective April 6, 2026
2. Mayor's appointment of Alderman Perkins to the Redevelopment Authority for the term of 4/22/26–9/1/27
3. Mayor's reappointment of Elke Werner to the Plan Commission for the term of 5/1/26–5/1/29
4. Mayor's reappointment of Dan Kelpinski to the Committee on Aging 5/1/26–4/30/29
5. Mayor's reappointment of Michael Keehan to the Neenah-Menasha Fire Rescue Joint Fire Commission for the term of 5/1/26–5/1/29
6. Mayor's reappointment of Trevor Martin to the Police Commission for the term of 5/1/26–5/1/31
7. Mayor's reappointment of Angie Demers to the Sustainability Committee for the term of 5/1/26–5/1/29
8. Mayor's appointment of Laura Derocher to the Sustainability Committee for the term of 5/1/26–5/1/29
9. Mayor's appointment of Ed Kassel to the Redevelopment Authority for the term of 4/22/26–9/1/30

M. Claims Against the City

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

O. Presentation to Outgoing Aldermen

1. Alderman Randy Ropella (Mayor Hammond)

P. Adjournment

MEETING NOTICE
May 4, 2026
Common Council Workshop – 5:00 PM
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
Ordinance Text Amendments

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of Menasha Common Council on proposed text amendments to Title 13, Chapter 1, Article C, Sections 13-1-25(f)(12), 13-1-26(f)(12), and 13-1-39(f)(11) of the Menasha Code of Ordinances pertaining to minimum roof pitch. The Common Council will be considering the proposed amendments at a formal public hearing on Tuesday, April 21, 2026 at 5:00 p.m. or shortly thereafter in the first floor conference rooms of the Menasha City Center, 100 Main Street, Menasha, WI 54952. Persons interested in this matter will be given an opportunity to comment and ask questions about the proposed amendments.

Kaija Snyder
City Clerk

Publish: April 7 and 14, 2026

CITY OF MENASHA
Public Hearing
Ordinance Text Amendments

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Kaija Snyder
City Clerk

Publish: April 7 and 14, 2026

CITY OF MENASHA
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Kaija Snyder
City Clerk

Publish: April 7 and 14, 2026

ADMINISTRATION COMMITTEE MINUTES

Monday, April 6, 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 7:22pm.

B. ROLL CALL
Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: FD Sassman, DPW Merten, PHD Hutter,, PRD Sackett, DPC Hanchek, CA Struve, Mayor Hammond, Clerk Snyder

C. MINUTES TO APPROVE

1. Special Administration Committee, 3/30/26
Motion by District 3 Alderperson Hale seconded by District 7 Alderperson Grade to approve. Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. 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)
Motion by District 3 Alderperson Hale seconded by District 5 Alderperson Lewis to approve main motion as amended. Motion carried on voice vote.

Motion by District 3 Alderperson Hale seconded by District 5 Alderperson Lewis to amend the proposed ordinance's titling to read "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". Motion to amend carried on voice vote.

2. R-6-26 - A Resolution Increasing Municipal Court Fees to $48 (Maximum Allowed by State Law) (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.

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
Motion by District 3 Alderperson Hale seconded by District 5 Alderperson

Lewis to approve. Motion carried on voice vote.

E. ADJOURNMENT
Motion by District 3 Alderperson Hale seconded by District 6 Alderperson Marshall to adjourn the Administration Committee meeting at 7:39pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

BOARD OF PUBLIC WORKS MINUTES

Monday, April 6, 2026 at 6:45 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER
Meeting called to order by Chair Ropella at 7:43pm.

B. ROLL CALL
Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: FD Sassman, DPW Merten, PHD Hutter, 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. Special Board of Public Works, 3/30/26
Motion by District 6 Alderperson Marshall seconded by District 7 Alderperson Grade to approve. Motion carried on voice vote.

E. DISCUSSION / ACTION ITEMS

1. Payment — Northeast Asphalt, Inc; Contract No. 2025-03; Jefferson Park Boat Launch; $40,413.14 (Payment No. 6)
Motion by District 6 Alderperson Marshall, seconded by District 7 Alderperson Grade to approve.

Motion carried 8-0 on roll call.

2. Recommend to Award — Contract Unit No. 2026-01; Street Construction on Eighth Street, Third Street, and DePere Street; MCC, Inc.; $195,922.05
Motion by District 6 Alderperson Marshall, seconded by District 5 Alderperson Lewis to approve.

Motion carried 8-0 on roll call.

3. Recommend to Award — Contract Unit No. 2026-02; Epoxy Pavement Markings on Third Street and Racine Street; Century Traffic, LLC; $122,398.20
Motion by District 6 Alderperson Marshall, seconded by District 7 Alderperson Grade to approve.

Motion carried 8-0 on roll call.

4. Street Use Permit Application – Memorial Day Parade; Monday, May 25, 2026; 8:00 a.m. to 10:30 a.m.; Twin City Veterans
Motion by District 6 Alderperson Marshall seconded by District 7 Alderperson

Grade to approve. Motion carried on voice vote.

5. Proposal for an Additional Street Paving Contract
   Motion by District 6 Alderperson Marshall, seconded by District 5 Alderperson Lewis to approve.

   Motion carried 8-0 on roll call.

F. ADJOURNMENT
   Motion by District 6 Alderperson Marshall seconded by District 7 Alderperson Grade to adjourn the Board of Public Works meeting at 8:03pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

PERSONNEL COMMITTEE MINUTES

Monday, April 6, 2026 at 7:00 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER
Meeting called to order by Chair Perkins at 8:06 pm.

B. ROLL CALL
Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: FD Sassman, DPW Merten, PHD Hutter, PRD Sackett, DPC Hanchek, CA Struve, Mayor Hammond, Clerk Snyder

C. MINUTES TO APPROVE

1. Special Personnel Committee, 3/30/26
   Motion by District 5 Alderperson Lewis, seconded by District 7 Alderperson Grade to approve.

   Motion carried 9-0 on roll call.

D. DISCUSSION / ACTION ITEMS

1. City Employee Volunteer Opportunity – Greater Fox Cities Area Habitat for Humanity Menasha Rock the Block
   Motion by District 5 Alderperson Lewis, seconded by District 6 Alderperson Marshall to approve.

   Motion carried 9-0 on roll call.

E. ADJOURNMENT
Motion by District 6 Alderperson Marshall seconded by District 7 Alderperson Grade to adjourn the Personnel Committee meeting at 8:15pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

ELISHA D. SMITH PUBLIC LIBRARY BOARD OF TRUSTEES
MEETING MINUTES
Elisha D. Smith Public Library
Company E Room
February 24, 2026

Called to order at 5:31pm by Chair Witt
Present: Chair Witt, Vice Chair Halverson, Secretary Stojanovic, Trustee Lane, Trustee Wickman, Trustee Mittelstaedt, Teen Representative Lance
Absent: Trustee Turner, Trustee Englebert, Superintendent of Schools Zimmerman
Also Present: Director Kopetsky, Business Manager Kozerski, Programming Services Manager Moore-Nokes and Public Services Manager Raschke

Public Comment/Communication
None.

Consent Business
A motion was made by Halverson, seconded by Wickman to approve the Library Board of Trustees meeting minutes from January 27, 2026. Motion carried unanimously.

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

Updates
Staff Reports
- Raschke reports that Blind Date with a Book is the current lobby display and has been popular with patrons. The Novel Thoughts book club read staff librarian Tuppence Van de Vaarst's novel for their monthly selection and she joined the group for discussion. Experience Passes have been renewed for this year and are now able to have holds placed on them.
- Moore-Nokes reported that programming highlights this month include Black History Month, Lifesize Candyland and a game night with Menasha Parks & Rec. He also shared that the Librarian I position job posting closes soon and interviews will follow shortly after.

Teen Representative Report
- Teen Representative Lance shared that the Teen Volunteer Council helped update the 1000 Books Before programs, filled seed bags for the upcoming seed library and built a spice rack. The Teen Taste & Test was stir-fry with fresh vs. frozen vegetables. The Teen Role-Playing Groups have been well-attended.

Friends Update
- The Friends board and Director Kopetsky are working on recruiting for two open board positions, President and Vice-President as well as three other positions, in order to grow the board. These positions are for advocacy, fundraising and volunteerism. The final audit report was submitted to Community First and the Friends is waiting to hear about future audit requirements.

New Business
2025 Library Strategic Plan Process
- There was a meeting with WiLS staff and the members of the strategic planning team on Monday, February 16th to work on the strategic planning framework and objectives.
- An activation meeting between staff and WiLS is planned for Thursday, March 12th. Discussion ensued.

- The finished plan will then be shared with the board. A portion of the staff in-service day on Thursday, March 26th will be dedicated to the plan.

Director's Report

- Kopetsky shared he and staff are monitoring study and meeting room usage. There may be a need to revise or expand the meeting room policy to reflect the current volume of demand. Discussion ensued.
- SMITHworks was closed February 16-18 for seasonal maintenance and software updates.

January Statistics

- Kopetsky reports that the year is off to a good start, but comparison to January 2025 is not useful due to the library being closed for that month.

2025/2026 Budget Status

- Kopetsky shared that the library is still expected to have finished 2025 slightly underbudget.
- Kopetsky also shared preliminary plans for several new elements of the library's literacy initiative as well as partnership opportunities. Discussion ensued.

Approve 2025 Annual Report to the Wisconsin Department of Instruction

- Halverson, seconded by Wickman, made a motion to approve the library's 2025 Annual Report to the Wisconsin Department of Instruction.

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

Adjournment
Meeting adjourned at 6:11pm.

Respectfully submitted,
Eva Kozerski

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

March 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, 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, the motion passed on roll call to approve the following:

A. Minutes of the Regular Meeting of February 25, 2026.
B. Minutes of the Special Meeting of March 11, 2026
C. Approve and warrant the following payments dated February 26 – March 25, 2026 in the amount of $3,930,078.16.
D. Correspondence as listed:
   Copy of MU Electronic Bill Payment Information
   Copy of MEUW 96th Annual Conference Announcement
   Copy of Winter Moratorium Notice Ending April 15th
   Copy of APPA Report on Financial and Operating Ratios 2021 – 2024
   Copy of Community Events and Residential Program for MU Customers
   Copy of Letter from WI DNR RE: Conditional Approval for 2026 Water Mains
   Copy of 2026 Regional Power Dinners
   Copy of MU March 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.

Paula Maurer, Customer Service Manager, joined the meeting at 8:10 a.m.

Item VI. Unfinished Business, Melissa Substation Update. Melissa Substation experienced an internal fault and tripped offline. Extensive testing was completed to determine next steps as well as multiple oil samples which indicate a high-energy internal fault within the transformer and that it is not satisfactory to return to service. We contacted numerous manufacturers and vendors regarding costs and lead times of new transformers, rewinding of existing transformer, as well as contingency transformers and mobile substations. We are currently serving our customers from the Northside and Meadows substation, and it is important to get a contingency plan in place since the lead time for repairing the existing transformer or ordering a new unit ranges from 1 year to 4 years. Staff is

still determining if the backup transformers that are available will match our specifications and if so would recommend purchase and keep so we have a long term double contingency plan. In years past the steam plant operated as the system double contingency plan. In addition to the backup transformer, staff is also recommending rewinding the current transformer given the lower costs and shorter lead time. There is equipment breakdown insurance coverage that at least a portion of these costs would be recovered, we are still working on the final cost determination,

The motion by Comm. Allwardt, seconded by Comm. Turchan was unanimously approved on roll call to proceed with the staff recommendation of rewinding the transformer and purchasing a backup unit if it meets the specifications.

Item VII. New Business, Succession Planning/Hiring – The Water Plant is currently hiring for the position of Water Plant Operator, with another position opening up later this year due to a potential retirement. Staff is recommending bringing on another Operator as part of the succession plan which was not budgeted.

The motion by Comm. Allwardt, seconded by Comm. Kordus, was unanimously approved on roll call to add another Water Plant Operator when the retirement is announced.

Item VIII. Strategic Reports, Monthly Strategic Initiative Update – The February report was discussed.

February 2026 Financial and Project Status Reports – Electric consumption was higher than budget by 9.5% for the month, cost of power was higher, expenses were lower, and net operating income was lower than budget due to the difference between the revenues and purchased power costs.

Water usage was higher than budget by 3.3% for the month, the loss ratio is high due to leaks in the system, water treatment costs and general expenses were lower, and net operating income was higher due to slightly higher revenues, lower depreciation and taxes, and lower water treatment and administrative expenses.

After discussion, the Commission accepted the February Financial and Project Status Reports as presented.

Project Reports, Electric Projects – Crews worked on new services, bad pole replacements, underground inspections, meter testing, Melissa Substation, and the 8th St. rebuild has begun.

Water Projects – Work continues on the Water Plant network segregation, SCADA upgrade, AMI meter installs, interviews for the Water Plant Operator position, cross-connection inspections, and two heaters were replaced.

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 9:45 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.

CITY OF MENASHA
COMMITTEE ON AGING
MINUTES
March 13, 2026

A. CALL TO ORDER
Meeting called to order by Roy Meier at 1:31PM.

B. ROLL CALL/EXCUSED ABSENCES
PRESENT: Gary Coopman, Dan Kelpinski, Roy Meier, Jeff Pommerening, PHD Kristine Hutter
ABSENT: Bea Kohanski, Sue Wisneski, Recreation/Senior Services Manager Chloe Hansen-Dunn
ALSO PRESENT: PHN Meghan Pauly, Activity Coordinator Leah Aerts

C. PUBLIC COMMENT (five-minute time limit for each person)

D. MINUTES TO APPROVE
1. Committee on Aging, February 13, 2026
Moved by J. Pommerening and seconded by G. Coopman to approve the February 13, 2026 meeting minutes. The motion carried.

E. REPORT OF DEPT HEADS/STAFF
1. Senior Center Operations and Programming
   a. February 2026 Report
   See included Menasha Senior Center Staff Report.
   L. Aerts reported there were 272 visitors, 1,129 visits, and 1,147 services for the month of February. There were 7 rentals. Highlights for the month include a Heart Health Month challenge, the Valentine's Day Party, and a bus trip to see Beehive at the Fireside Theater.

   b. Announcements
   L. Aerts shared Elvis John is coming for a show on April 20. Cardio Drumming is popular and the next two sessions are already full. There are spots still open for the Hairspray bus trip on May 3rd.

2. Sixty Plus Grant Program
   a. February 2026 Report
   See included 60+ Participation Numbers.
   M. Pauly reported 55 people received 75 services in February. Wellness Room has been steadily busy.

   b. Announcements
   M. Pauly shared ThedaCare will present about Stop the Bleed at the Friday Fix on April 10. The March 24 Memory Café will feature someone sharing photos and information about their walks on the Ice Age trail. In honor of National Public Health Week, there are prompt cards available at the Senior Center to fill out. Tai Chi will be held at Jefferson Park on Tuesdays starting in May.

F. DISCUSSION / ACTION ITEMS

G. ADJOURNMENT
Moved by J. Pommerening and seconded by G. Coopman to adjourn the meeting at 1:41PM. The motion carried.

Next meeting: April 10, 2026 at 1:30 PM
Menasha City Center, Room 132
100 Main Street, Menasha, WI

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
IT STEERING COMMITTEE
Menasha City Center
March 19, 2026
MINUTES

A. CALL TO ORDER
Alderman Eisenach called the meeting to order at 1:00 PM.

B. ROLL CALL/EXCUSED ABSENCES
Committee members Alderman Eisenach, Director Sassman, Director Struve, Director Kopetsky, Lieutenant Albrecht, and Director Merten were present. Network/Systems Administrator Oskey was present via phone.

Mayor Hammond & PC/Network Specialist Schaefer were also in attendance.

C. MINUTES TO APPROVE
Motion to approve March 5, 2026, 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.

E. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
No reports were presented.

F. ACTION/DISCUSSION ITEMS

1. Review Request for Proposal-Third Party IT Infrastructure Assessment

   Director Sassman introduced a draft version of the Request for Proposal (RFP) that stemmed from the previous committee meeting.

   General discussion took place on the draft RFP presented. Various discussion points were:
   - If we were to prioritize the scope of the RFP what would that look like
   - Disaster recovery and business continuity need to be a focal point
   - Should we consider asking for a cost breakdown for each component of the RFP
   - Should the RFP be modified as to what inventory we will provide
   - If the timeline presented is reasonable enough to provide the specified information to three separate companies
   - Could an alternative path be to put together a plan both short-term and long-term in lieu of the RFP
   - Putting together a hardware inventory can be accomplished fairly easily
   - A software inventory would require the involvement of multiple departments

DRAFT

Motion was made and seconded by Albrecht and Kopetsky, respectively, to direct the IT Department to complete section 3.1 Hardware Inventory and Condition Assessment and section 3.2 Software and Licensing Inventory as identified in the draft RFP by the end of August and to prepare a cost estimate for section 3.4 Disaster Recovery and Business Continuity as identified in the RFP for the 2027 budget. Motion carried on a voice vote.

G. ADJOURNMENT

The meeting adjourned at 2:25 PM by motion made and seconded by Eisenach and Albrecht, respectively. Motion carried on voice vote.

Submitted By:
Jennifer Sassman, Finance Director

DRAFT

CITY OF MENASHA
Parks and Recreation Board
City Center (100 Main St., Menasha)
April 14, 2026
MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. Dick Sturm at 5:05pm.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Ald. Ted Grade, Melissa Grade (dep. 5:58p), Danielle Rand, Tommy Webster, Eli Wickman
MEMBERS ABSENT: Brian Adesso
OTHERS PRESENT: PRD Megan Sackett, CLO Matt Roe, AA Lori Walbrun

C. PUBLIC COMMENT/CORRESPONDENCE

1. **Heckrodt Wetland Reserve – 2025 Impact Report:** was presented in packet.

D. MINUTES TO APPROVE

1. **Minutes of the March 10, 2026 Regular Park Board Meeting:** Motion by T. Grade, seconded by E. Wickman to approve the minutes of the March 10, 2026 Regular Park Board meeting. Motion carried.

E. DISCUSSION / ACTION ITEMS

1. **Presentation-Menasha Police Dept. Park Review:** CLO M. Roe gave an overview of PD calls as they relate to the parks. It was noted that call volume increased significantly over a two-year span – not due to a rise in crime, but in part because PD is doing better logging activity. Calls were more preventive in nature and parks are being actively managed. Chr. Sturm asked about statistics regarding the number of calls at Jefferson and CLO Roe reiterated that due to Jefferson being a busy park, the numbers are going to be up, but not because of crime. D. Rand asked about a breakout of the numbers and if the calls are happening during events, and how many are drug or assault related to get the story behind the numbers. CLO Roe will provide a summary to Dir. Sackett to share with the Board.

   No action necessary or taken.

2. **Bike Repair Station Donation:** Sackett noted that new Menasha Police Officers who are still on probation are required to complete a project that benefits the community. Officer Darius Banks has proposed two bike repair stations – one to be placed in Jefferson Park and one to be placed at Barker Farm Park. Local bike shops: Cranked and Wheel and Sprocket have committed to donating the stands that allow bike riders to pump up a tire, adjust their seat or handlebars, or even repair a spoke.

   Motion by T. Grade, seconded by D. Rand to approve the donation of two bike repair stands to be placed in Jefferson Park and Barker Farm Park. Motion carried.

DRAFT

3. **Intergovernmental Agreement between the City of Neenah & City of Menasha for 2026 Neenah Pool Passes:** Sackett noted with the pool being closed for the next two seasons, the City of Menasha would like to continue to offer an affordable public aquatic option to the residents. A partnership with Neenah is proposed to offer season pool passes for the Neenah pool at the resident rate for Menasha residents noting the City will pay the difference between the resident rate and non-resident rate to the City of Neenah. Financial assistance will be available to Menasha residents ages 18 and under who purchase their Neenah Pool pass through the Menasha Parks & Rec office.

   Motion by D. Rand, seconded by T. Webster to recommend approval to the Common Council of the Intergovernmental Agreement between the City of Neenah & City of Menasha for 2026 Neenah Pool Passes. Motion carried.

4. **Canal Commons Historic Signage:** Director of Community Development Andrew Dane has requested approval from the Parks and Recreation Board for the placement of historic interpretive signage within Canal Commons. The signage is intended to enhance the park experience by providing education and cultural points of interest for park and trail users.

   Motion by T. Grade, seconded by E. Wickman to approve the proposed placement of historic interpretive signage within Canal Commons Park as outlined. Motion carried.

5. **Events in City Parks**

   a. **Brews on 'Bago:** Menasha Rotary is seeking a permit to sell alcohol or fermented malt beverages at Brews on 'Bago. Per ordinance, this request comes before Park Board as the event is in one of our parks.

   Motion by T. Grade, seconded by M. Grade to approve each of Brews on 'Bago at Jefferson Park, May 14, June 11, July 9, August 13 and September 10, 2026.

6. **Community Partner Agreement between the City of Menasha and Greater Fox Cities Area Habitat for Humanity, Inc., for the Appleton West Rock the Block 2026 event, contingent upon approval to form by the City Attorney:**

   Sackett noted that the City will be hosting the 2026 Rock the Block and will include several community projects which is detailed in the proposed Scope of Work to include the following areas: Scanlon Park, Clinton Center Park, the Marina, Canal Commons/Lock and the Tayco Street Fountain.

   Motion by E. Wickman, seconded by T. Webster to recommend approval to the Common Council of the Community Partner Agreement between the City of Menasha and Greater Fox Cities Area Habitat for Humanity, Inc., for the Appleton West Rock the Block 2026 event, contingent upon approval to form by the City Attorney. Motion carried.

F. REPORT OF DEPARTMENT HEAD / STAFF

1. **Department Report:** See attached written report. Dir. Sackett also mentioned the open house scheduled for Wednesday, April 29th from 4pm-7pm to discuss updates to the City's Comprehensive Plan and Outdoor Recreation Plan.

DRAFT

2. **Arbor Day Celebration – Friday, April 24**
3. **Brews on 'Bago 2026**
4. **Rock the Block – May 14-16, 2026**
5. **Canal Commons Ribbon Cutting**
6. **Listen to the Loop – Friday, June 5**
7. **Summer Park Board Meeting locations:** locations mentioned were the Menasha Conservancy, Tom Grade Park, Hart Park and Hidden Pond Park. May's meeting will be held at Menasha City Center.

G. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

D. Rand asked about meeting with a citizen who was in attendance at the last Common Council that inquired about the pool; Dir. Sackett mentioned that Shepard Park has been temporarily closed due to flooding; and the pool concept plan was approved at the last Common Council meeting, with a proposed referendum not being passed; Chr. Sturm would like to discuss at a future meeting the Community Building currently in the concept plan, but not included in the budget for the pool; would like to encourage other Alderpersons to attend the Park Board Meetings.

H. ADJOURNMENT

Motion by E. Wickman, seconded by T. Webster to adjourn at 6:37pm. Motion carried.

PARK BOARD REGULAR MEETING NOTICE
Tuesday, May 12, 2026
City Hall (100 Main St., Rm 133) – 5:30 pm

DRAFT

Staff Reports
from the
Parks, Recreation, Forestry & Cemeteries Department
April 2026

PARKS

- Staff completed the south side railing on the Trestle Trail and opened a day earlier than expected. Total number of posts replaced on the north and south side is approximately 360 posts. Add last year's post replacement of 274, that's a total of 634 posts replaced in the past 2 years. Additionally, staff removed and reinstalled approximately 15,300 feet of cable during the post replacement in 2026 (add the 10,000 feet of cable in 2025 for a total of 25,300). The 3 bump out/fishing areas are next on the list to be replaced if passed in the budget for 2027.
- Tennis nets were put up at Pleasants and Smith Parks (usually it would be at Clovis) for the school teams to be able to practice.
- Docks at the Marina have been raised for the season.
- The family restroom at Jefferson and the Hart Park restrooms have been repainted.
- Staff has started their bi-annual park playground equipment inspections. They look for loose nuts/bolts, broken pieces of equipment, chains and where/if chips are needed, and if there is any damaged poured in place (PIP). PIP will be repaired if needed when weather allows. Certified playground chips and mulch have been ordered and will arrive the week of April 13th, to be installed where needed. Most issues at the parks are taken care of immediately. We are waiting on a swing for the "zip" line at Jefferson (the one farthest west) – the swing was taken out of service temporarily due to the wheels being badly damaged and needing replacement. At Clovis, a spring was replaced on the teeter totter.

RECREATION

Summer Preparations

- Non-Residents began registration on March 10th.
- Data reference:
  Non-resident opening registration day
  2024 - $3,845 in registrations
  2025 - $6,722 in registrations
  2026 - $8,811 in registrations
  Note that swim lessons were not included in the above numbers.
- We have an offer out to someone for the summer assistant position.

Programs

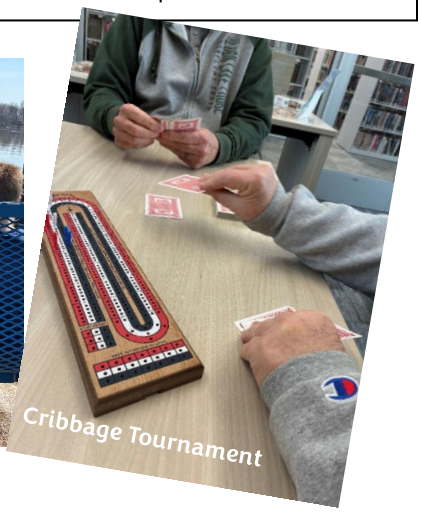
- We had a couple of special family flips for MJSD with great attendance.
- Our &Me group had fun enjoying a "sunny beach day" by playing in sand, painting with sunscreen, and playing with beach balls.
- Our last Preschool Playtime for the 2025-2026 season was March 11.
- STEM for Tots learned about rainbows and had fun reviewing some concepts learned during a previous session around Light.
- We had a great first Cribbage Contest co-hosted with the library on March 22. Our winners faced off in a competitive 1v1v1 finale.

FORESTRY

With the ground thawing, staff has been able to stump grind where trees were removed this winter. Now to finish those sites off with back-fill and re-seeding.
New tree locations have been marked around the city for spring planting. Our tree order arrives April 20th!


Mini Spring Break


Mini Spring Break


Cribbage Tournament

EVENTS

The Leprechaun Search results-33 people submitted photos and completed the search back in March!

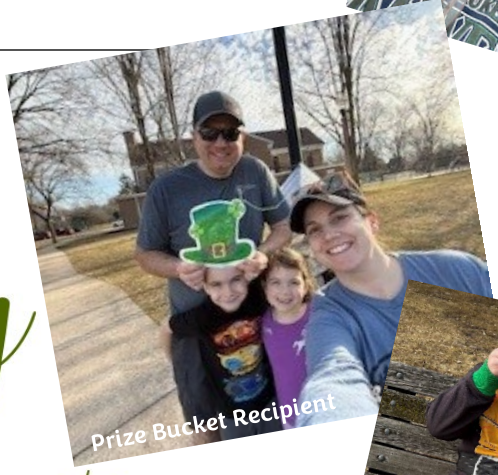
Some participant feedback:

“While visiting a friend here (I’m from TX) we stumbled on your paper and it brought us some joy!“

“Thank you for putting this together! We had so much fun, adults and kids, and discovered new parks we've never been to!”

“What a great activity to do on a rainy half day off of school. Thank you. More of these in the future would be fantastic”









Celebrate Arbor Day



Join us in a tree planting ceremony and group planting!

Friday, April 24
9:00am
Jefferson Park, Menasha

TREE CITY USA
Arbor Day Foundation

Menasha Parks and Recreation

FOX-WOLF WATERSHED CLEANUP

FOX-WOLF WATERSHED ALLIANCE

SATURDAY, MAY 2



Keep trash out of the rivers, lakes, and waters we all share!





LAWN CARE

STORMWATER MANAGEMENT

How Grass Pollutes Our Waterways

Storm drains are separate from sanitary sewers, so anything that enters them flows directly into local waterways. Storm drains prevent flooding by carrying rainwater off streets and properties, but that runoff can also carry pollutants like oil, fertilizers, and debris.

Grass clippings are a concern because they contain phosphorus, which can cause harmful algae blooms and damage water quality. As residents, we can help protect our lakes and rivers by keeping pollutants out of storm drains.

Menasha



How Can You Help?

- Leave grass clippings on the lawn & sweep up clippings if they go onto the street
- Sharpen mower blades every season
- Direct clippings away from streets, driveways, sidewalks and other paved areas
- Use phosphorus free fertilizer OR ensure you are applying at the correct time of year

Smart Mowing Wins

- Lawns mowed higher are more competitive against weeds, withstand heat better and need less watering
- Leaving clippings on your lawn acts as a natural fertilizer
- A thin layer of clippings can help block sunlight from reaching weed seeds, acting as a natural barrier against weeds

City of Menasha

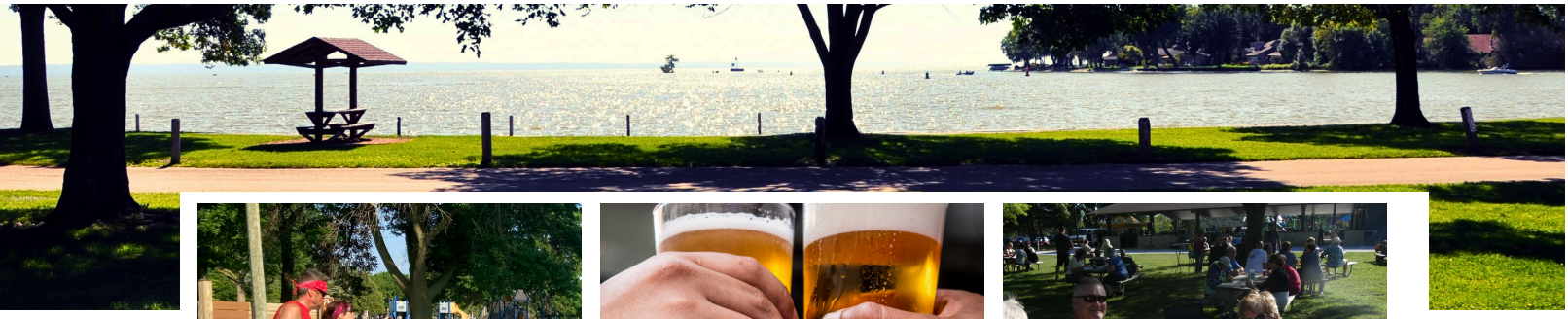
Unofficial Results - April 7, 2026 Spring Election

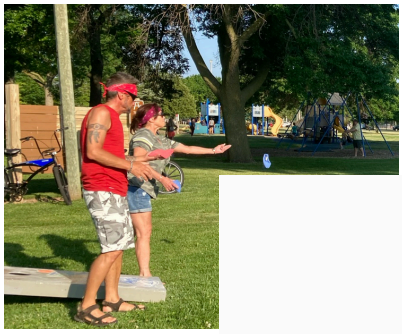
Election results are made official after the County Board of Canvassers verifies results.

Visit the Winnebago County and Calumet County websites for more infromation on each Board of Canvassers.

	Senior Center *Winnebago County* *MJSD* Districts 1-2 Wards 1-4	Boys & Girls Club *Winnebago County* *MJSD* District 3-4 Wards 5-8	Crossroads Foursquare *Winnebago County* *MJSD* Districts 5 & 7 Wards 9-12, 17-19	Winnegamie Dog Club *Winnebago County* *MJSD* District 6 Ward 13	Winnegamie Dog Club *Calumet County* *MJSD & AASD* Districts 6 & 8 Wards 14-16	TOTALS
Total Voters	984	893	926	224	1025	4052
Provisional Voters	0	0	0	0	0	0
Judicial						
Justice of the Supreme Court						
Chris Taylor	616	603	604	141	580	2544
Maria S. Lazar	360	281	313	80	427	1461
write-in	1	1	1	0	2	5
Court of Appeals Judge District 2						
Anthony LoCoco	685	637	644	144	718	2828
write-in	19	28	20	3	14	84
County						
Winnebago County Board Supervisor District 2						
KristL Lenz Laux	567					567
Paul A. Selle	307					307
write-in	6					6
Winnebago County Board Supervisor District 1						
Rachael Dowling		655				655
write-in		16				16
Winnebago County Board Supervisor District 3						
Walt Ulbrict			183			183
Tanya Keech			242			242
write-in			7			7
Winnebago County Board Supervisor District 4						
Jeff Lutz			129	94		223
Dean Spoehr			151	99		250
write-in			0	0		0
Winnebago County Board Supervisor District 26						
Conley Hanson			37			37
write-in			0			0
Calumet County Board Supervisor District 4						
Matthew Henry Budde					195	195
write-in					0	0
Calumet County Board Supervisor District 8						
Kathleen Thunes					528	528
write-in					10	10
Multi-Jurisdictional Judge						
Municipal Judge of Menasha and Neenah						
James Gunz	713	655	671	154	723	2916
write-in	10	13	9	1	8	41
Municipal						
Alderperson District 2						
Rosita Eisenach	218					218
Genaro S. Cardaropoli	141					141
write-in	1					1
Alderperson District 4						
Terri Perkins		316				316
write-in		5				5
Alderperson District 6						
Tom Marshall				143	197	340
Jeff Lutz (Registered Write-In)				10	0	10
write-in				0	3	3
Alderperson District 8						
Josh School					372	372
Randy Ropella					326	326
write-in					6	6
School District						
Menasha Joint School District School Board						
Maria L. Vera	624	542	599	135	200	2100
Heidi Quick	654	595	628	156	215	2248
write-in	22	16	21	1	4	64
Appleton Area School District School Board						
Nick Ross					332	332
Kristine Sauter					435	435
Jason Kolpack					393	393
Michael Janke					290	290
write-in					8	8
Referendum						
Menasha Joint School District						
Yes	508	465	492	121	141	1727
No	459	406	420	98	179	1562
Appleton Area School District						
Yes					388	388
No					303	303

Be a part of Menasha's Beer Garden









BREWS ON BAGO

Lawn Games - Food Trucks - Live Music - Craft Beer

NEW · NEW · NEW · NEW · NEW · NEW

May 14, June 11, July 9, August 13, September 10

5:00-8:00pm
Jefferson Park

Menasha

Stone Arch Brewpub

MENASHA ROTARY CLUB

Proceeds from Brews on 'Bago to benefit local non-profits.

Get Jitterized! Jitters Lounge Menasha • Wisconsin

Community First Credit Union
We'll Find A Way!

festival foods

Westgor Funeral Homes
A Tradition of Sensitive Service

Nicolet National Bank

Fox Stamp Sign & Apparel

Miron
Building Excellence

EVERDRY Waterproofing

Valley VNA Senior Care

CoVantage Credit Union

Rock the Block focuses on light home repairs, curb appeal projects and community projects to keep homes and neighborhood safe and beautiful.



Sign up to volunteer and make a difference!
https://foxcitieshabitat.galaxydigital.com/need/index?agency_id=169497

MENASHA 2035

Your Place on the Water

Comprehensive Plan - Open House & Presentations

Wednesday, April 29 | 4pm - 7pm

4:30pm: Downtown Waterfront
5:30pm: Former UW-Fox Campus

Menasha City Center
100 Main St, Menasha

Let's build a better Menasha together!

#Imagine2035 #YourPlaceOnTheWater

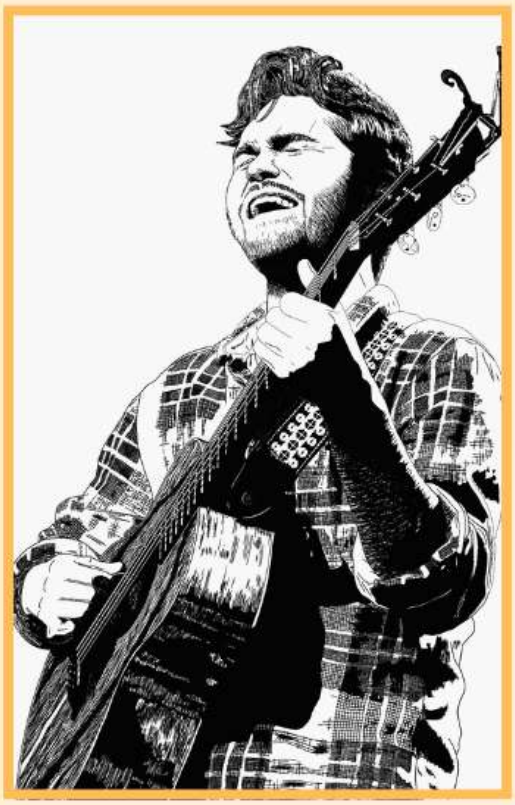
LISTEN TO THE LOOP

FRIDAY JUNE 5 2026



STRATEGIC

Arrowhead Park
4:30-6:30PM



LEVI BALLENGER

Fritse Park
5:30-7:30PM



BEARDED BROTHERS

Shepard Park
6:30-8:30PM

PARKS & RECREATION City of Neenah

FOX CROSSING PARKS & RECREATION

Menasha Parks and Recreation

FACEBOOK.COM/EVENTTBD

FOX-WOLF WATERSHED CLEANUP

FOX-WOLF WATERSHED ALLIANCE

SATURDAY, MAY 2







Keep trash out of the rivers, lakes, and waters we all share!

Good things happen when we care for our waters.

Across the Fox-Wolf Watershed, people are rolling up their sleeves to keep our waters clean.

Sign up at https://fwwa.org/get-involved/volunteer/

mmunity Partners

MENASHA CORPORATION
The power behind possible

Kimberly-Clark

VAN ZEELAND

4imprint

TTCS

ESTERER SCHNELL

essity

Evergreen CREDIT UNION

der Press Inc.

amcor

AMPLITEL TECHNOLOGIES

Thank you to all our donors and volunteers.

a I used to spend many hours as a kid exploring, looking for snakes enjoy giving back: it's worthwhile when I see the smiles on the kids' s they enjoy and learn about nature."

2025 Impact Report

HECKRODT WETLAND RESERVE

Mission

Heckrodt Wetland Reserve's mission is to enhance, restore, and preserve the Reserve and educate all people on the importance of conserving our natural resources while promoting the Reserve's many recreational opportunities.



Making Nature Accessible To All

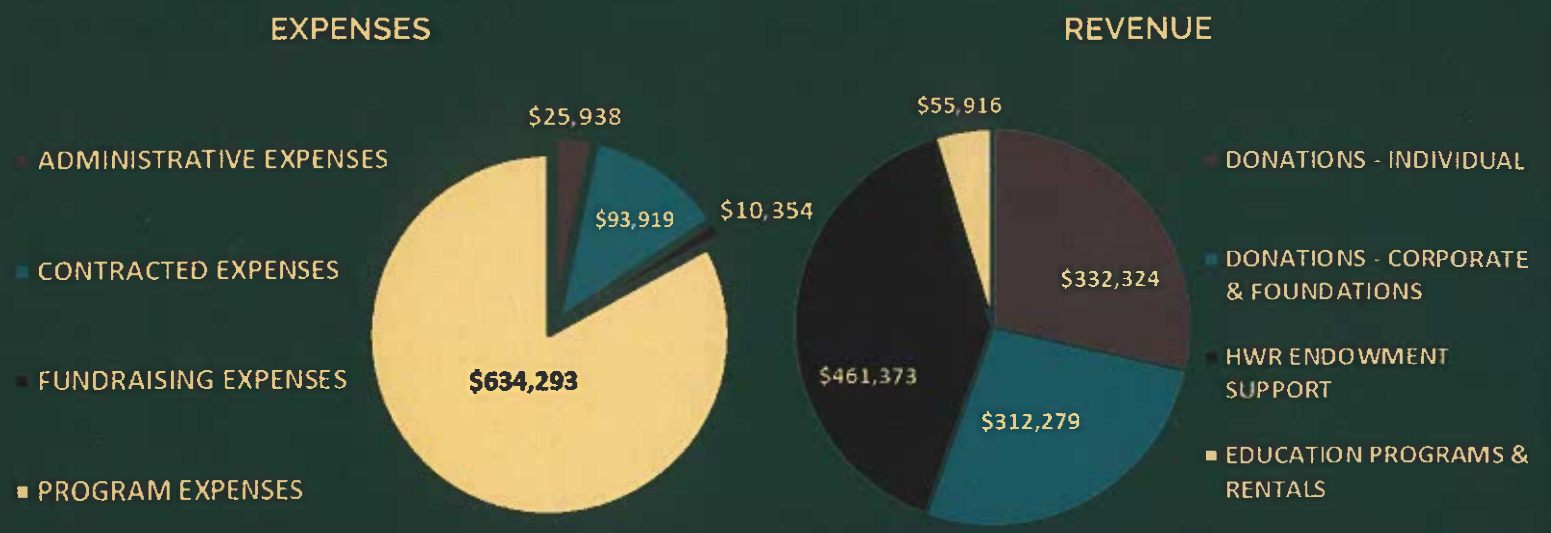
By The Numbers

13,133
Program Participants

134,380
Visitors On Our Trails

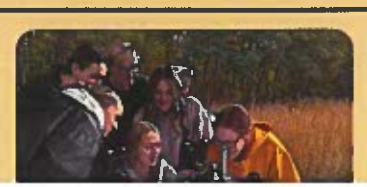
363
Education and Community Programs Conducted

Financial Stewardship



2025 financials shown are unaudited
Revenue does not include $18,875 in kind gifts

Major Achievements

Project		Details	Outcome
75 Year Lease Renewal		In August, Heckrodt signed a 75-year lease extension with the City of Menasha. This is a sign of both longevity and committment.	Our Reserve, and the wildlife and community it serves, will continue to flourish well into the future. Heckrodt is here to stay, rooted in this community for generations to come.
Mighty Oak Legacy Society		The Mighty Oak Legacy Society was formally created to honor those who choose to preserve and protect nature for years to come through a planned gift.	21 people have now pledged to secure the future of Heckrodt Wetland Reserve with a bequest or estate gift.
Water Quality		The 2nd annual water quality monitoring report was produced through 23 sessions and 143 participants	The data collected shows how human activity affects our wetlands and helps shape future protection strategies

Mission Driven Snapshots

"I enjoyed your Bald Eagle program very much. I couldn't stop talking about it for the rest of the day! I was actually surprised to learn that Bald Eagles aren't actually bald. Thank you for coming"
-Chris
Remarkable, Inc. Participant



School/Childcare Programs
6,500 Youth

Eco-Explorer Summer Camps
500 Daily Participants



"The educators at Eco-Explorers 'make the program magical for our kids.' They develop relationships with the youth that connect them to nature. Thank you HWR Ed Team!"
- Eco-Explorer Parent

"We are proud Kimberly-Clark's STEAM Outreach Team can collaborate with Heckrodt. Together, the experience blended nature, science, manufacturing, and technology into a powerful moment of discovery that helped young minds see themselves as future STEAM innovators and changemakers.
-Kimberly Clark



Volunteers
857 volunteers working 3,949 hours saving HWR $137,411

Habitat
Each year goats are brought onsite to help remove invasive species



Habitat
6 acres of forest managed and over 2 million buckthorn plants were grazed.

Menasha

PROCLAMATION

Office of the Mayor

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey; and

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community; and

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve; and

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth; and

WHEREAS, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow; and

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations; and

WHEREAS, libraries are an essential public good in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week; and

NOW THEREFORE BE IT PROCLAIMED, that I Austin R. Hammond, Mayor of the City of Menasha, do hereby proclaim **April 19-25, 2026,** to be:

National Library Week

Signed and Sealed this 16th day of April, 2026

Austin R. Hammond, Mayor

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, PHD Hutter, PRD Sackett, DPC Hanchek, FC Teesch,CA Struve, Mayor Hammond, Clerk Snyder

D. PUBLIC HEARING

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
Lynn Ann Sauby (339 Broad Street, Menasha) spoke on the conceptual design for the Jefferon Park Acquatic Center. Sauby suggested that conceptual plan does not align with community input on the pool.

F. REPORT OF DEPARTMENT OFFICERS/DEPARTMENT HEADS/STAFF/CONSULTANTS
Motion by District 7 Alderperson Grade seconded by District 4 Alderperson Perkins to receive. Motion carried on voice vote.

1. Presentations:
    a. How to be an Effective Common Council — Daniel Foth, JD - Local Government Specialist and Director, Certified Public Manager Program, Local Government Education Program UW Madison Extension

    Daniel Foth, JD from the University of Wisconsin - Madison Extension's Local Government Education Program presented "How to be an Effective Common Council".

2. Minutes to Receive:
    a. Neenah-Menasha Sewerage Commission, 2/24/26
    b. Police Commission, 1/20/26, 3/12/26
    c. Special Administration Committee, 3/30/26
    d. Special Board of Public Works, 3/30/26
    e. Special Personnel Committee, 3/30/26
3. Communications:

a. Menasha Senior Center 2025 Annual Report
b. 2025 Annual Stormwater Report
c. Spring Electronic Recycling Event - May 2, 2026
d. Arbor Day Celebration — April 24, 2026
e. National Public Health Week Proclamation

G. CONSENT AGENDA

1. Special Common Council Minutes, 3/30/26
   Motion by District 7 Alderperson Grade, seconded by District 5 Alderperson Lewis to approve.

   Motion carried 8-0 on roll call.

2. Special Board of Public Works, 3/30/26, Recommends Approval of:
   a. Recommend to Award — Contract Unit No. M0002-09-26-00105 Sewer & Water Main Reconstruction on Eighth Street, Third Street, and DePere Street; Donald Hietpas & Sons, Inc.; $1,158,966.58

   Motion by District 8 Alderperson Ropella, seconded by District 6 Alderperson Marshall to approve.

   Motion carried 8-0 on roll call.

3. Special Personnel Committee, 3/30/26, Recommends Approval of:
   a. Employee Handbook Update - Appendix R. Artificial Intelligence (AI) Policy, Effective June 1, 2026

   Motion by District 4 Alderperson Perkins, seconded by District 5 Alderperson Lewis to approve.

   Motion carried 7-1 on roll call. District 1 Alderperson Rand voted no.

H. ITEMS REMOVED FROM THE CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 3/13/26 - 04/02/26 in the amount of $2,083,191.22
   Motion by District 2 Alderperson Eisenach, seconded by District 3 Alderperson Hale to approve.

   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 3 Alderperson Hale to adjourn the Common Council meeting at 7:16pm. 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
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

TIF #4 copy

366-8181
Jim Olson
215

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 Firstar 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 utl.
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	
Ballance 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

Deborah A. Galeazzi, City Clerk

McClone Downtown Development LLC

By: _____

Michael J. McClone, Member

Certificate of Payment

Date: 3/31/2026 **Payment Request:** 6 (Six)

Contractor: Northeast Asphalt, Inc.

Address: W6380 Design Drive, Greenville, WI 54942

Contract Unit No.: 2025-03

Project Description: Jefferson Park Boat Launch

		Original Contract Amount:		$ 1,315,650.00
Change Order 1:	$ 19,370.97	**Total Change Orders:**		$ 19,370.97
Change Order 2:		**Total Contract Amount (Including Change Orders):**		$ 1,335,020.97
Change Order 3:		**Total Earned to Date (Summary Attached):**		$ 1,084,175.53
Change Order 4:		**Less Retainage:**	2.5% of Original Contract	$ 32,891.25
		Amount Due:		$ 1,051,284.28

Payment 1	$ 276,060.50
Payment 2	$ 147,406.75
Payment 3	$ 145,307.15
Payment 4	$ 374,868.28
Payment 5	$ 67,228.46
Payment 6	
Payment 7	
Current Payment	**$ 40,413.14**

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

Date: _____ **BY:** _____

Recommended for Payment

Public Works Authorization: _____

Common Council Approval Date: _____

Finance Department

Account Number	Amount

Itemized Bid Tabulation
City of Menasha Contract Unit No. 2025-03
Jefferson Park Boat Launch

Item	Quantity	Description			Payment 6 (Six) 3/30/26	
		Base Bid	**Unit Price**	**Item Total**	**YTD**	**Total**
1	1	Common Excavation and Grading	$ 100,000.00	$ 100,000.00	1.00	$ 100,000.00
2	1,600	Geotextile Fabric	$ 3.00	$ 4,800.00	0.00	$ -
3	1,400	Excavation Below Subgrade (EBS)	$ 8.50	$ 11,900.00	1195.00	$ 10,157.50
4	4,000	Recycled Dense Graded Base (From City Stockpile)	$ 11.00	$ 44,000.00	4000.00	$ 44,000.00
5	1,400	EBS Backfill - Recycled Dense Graded Base (From City Stockpile)	$ 11.00	$ 15,400.00	1195.00	$ 13,145.00
6	240	Crushed Clear Stone	$ 39.00	$ 9,360.00	221.76	$ 8,648.64
7	1,100	Curb and Gutter, 24-IN	$ 23.40	$ 25,740.00	1062.00	$ 24,850.80
8	1,150	Ribbon Curb, 24-IN	$ 35.50	$ 40,825.00	1158.00	$ 41,109.00
9	500	Concrete Driveway Apron, 7-IN	$ 10.75	$ 5,375.00	378.00	$ 4,063.50
10	7,025	Concrete Sidewalk, 5-IN	$ 7.60	$ 53,390.00	7937.00	$ 60,321.20
11	6	Truncated Dome Detectable Warning Panel, 2-FT by 5-FT	$ 375.00	$ 2,250.00	6.00	$ 2,250.00
12	3	Concrete Drainage Flume	$ 1,200.00	$ 3,600.00	2.00	$ 2,400.00
13	1	Concrete Trench Drain with Grate	$ 2,900.00	$ 2,900.00	1.00	$ 2,900.00
14	2,400	Asphalt Pavement - Road and Parking	$ 91.10	$ 218,640.00	1258.48	$ 114,647.53
15	1	Traffic Control	$ 600.00	$ 600.00	0.00	$ -
16	1	Pavement Markings	$ 18,425.00	$ 18,425.00	0.00	$ -
17	1	Demolition and Removals	$ 182,000.00	$ 182,000.00	1.00	$ 182,000.00
18	2	4-FT Precast Manhole	$ 8,505.00	$ 17,010.00	1.00	$ 8,505.00
19	2	2-FT by 3-FT Inlet	$ 3,600.00	$ 7,200.00	3.00	$ 10,800.00
20	300	12-IN RCP Storm Sewer	$ 66.00	$ 19,800.00	169.00	$ 11,154.00
21	3	12-IN RCP Apron End Wall	$ 1,400.00	$ 4,200.00	3.00	$ 4,200.00
22	1	12-IN Outfall Through Sheet Pile Wall	$ 100.00	$ 100.00	0.00	$ -
23	4	Bio-Infiltration Basin Including native seeding and plantings, engineered soil, and underdrain	$ 27,000.00	$ 108,000.00	2.00	$ 54,000.00
24	3	Outlet Control Structure	$ 5,000.00	$ 15,000.00	3.00	$ 15,000.00
25	3	Adjust Existing Manhole or Valve Vault Casting	$ 850.00	$ 2,550.00	2.00	$ 1,700.00
26	1	Adjust Existing Water Valve Box	$ 650.00	$ 650.00	0.00	$ -
27	1	2-IN Water Serice Including Connections and Fittings, Corporation Stop, Curb Stop and Box	$ 16,600.00	$ 16,600.00	1.00	$ 16,600.00
28	2,700	9-IN Reinforced Concrete Pavement (Cast-in-Place)	$ 17.00	$ 45,900.00	5219.00	$ 88,723.00
29	2,900	9-IN Concrete Pavement (Precast Panels)	$ 17.00	$ 49,300.00	0.00	$ -
30	4	Concrete Launch Dock Abutment	$ 5,000.00	$ 20,000.00	4.00	$ 20,000.00
31	4	Boarding Dock Including Anchorage	$ 35,000.00	$ 140,000.00	4.00	$ 140,000.00
32	3	Dual Luminaire Lightpole with Base	$ 5,200.00	$ 15,600.00	3.00	$ 15,600.00
33	5	Single Luminaire Lightpole with Base	$ 5,200.00	$ 26,000.00	5.00	$ 26,000.00
34	4	Receptable Base	$ 315.00	$ 1,260.00	1.00	$ 315.00
35	1	Conduit, Wire, Connectors, etc.	$ 15,260.00	$ 15,260.00	1.00	$ 15,260.00
36	1	Install City-Supplied Electrical and Lighting Cabinet	$ 1,815.00	$ 1,815.00	1.00	$ 1,815.00
37	200	Riprap	$ 63.00	$ 12,600.00	221.50	$ 13,954.50
38	100	Vegetated Boulder Revetment	$ 160.00	$ 16,000.00	20.00	$ 3,200.00
39	6,500	Seed Restoration with Erosion Mat Class 1 Urban, Type A	$ 3.85	$ 25,025.00	0.00	$ -
40	1	Install 200 LF of 5-FT Chain-Link Fence and Salvaged Gates	$ 13,100.00	$ 13,100.00	0.00	$ -
41	1	Install and Maintain Tracking Pad	$ 1,200.00	$ 1,200.00	1.00	$ 1,200.00
42	300	Install and Maintain Turbidity Barrier	$ 1.00	$ 300.00	115.00	$ 115.00
43	500	Install and Maintain Silt Log	$ 3.95	$ 1,975.00	1562.00	$ 6,169.90
		Total Base Bid (Items 1 - 43)		**$ 1,315,650.00**		**$ 1,064,804.57**
		Change Order 1				
CO1.1	697.43	3" Clear stone for under boat ramp do to unstable soil	$ 18.79	$ 13,104.71	697.43	$ 13,104.71
CO1.2	333.14	3/4" Clear stone for under boat ramp do to unstable soil	$ 12.47	$ 4,154.26	333.14	$ 4,154.26
CO1.3	704	Geotextile HR Fabric	$ 3.00	$ 2,112.00	704.00	$ 2,112.00
		Total Change Order 1		**$ 19,370.97**		**$ 19,370.97**
		Total Base Bid and Change Order 1		**$ 1,335,020.97**		**$ 1,084,175.53**

MEMORANDUM

DATE April 1, 2026

TO Board of Public Works

FROM James Merten, Director of Public Works
Corey Gordon, Deputy Director of Engineering

RE Recommend to Award — Contract Unit No. 2026-01; Street Construction on Eighth Street, Third Street, and DePere Street; MCC, Inc.; $195,922.05

The City of Menasha publicly opened bids on Wednesday, April 1, 2026, for Contract Unit No. 2026-01. Two bids were received as indicated on the enclosed bid tabulation.

This project will consist of the rehabilitation of Eighth Street (Tayco Street to Milwaukee Street) and Third Street (Plank Road to Konemac Street). It also includes pavement repairs related to water remain replacement under the railroad tracks on DePere Street.

Recommendation
Staff recommends awarding the base bid for Contract Unit No. 2026-01, Street Construction to MCC, Inc., in the amount of $195,922.05.

CITY OF MENASHA
Contract Unit No. 2026-01
Street Construction - Various Locations
Street Construction & Rehabilitation - Various Locations

Base Bid

Item	Quantity	Description	NEA Unit Price	NEA Item Total	MCC Unit Price	MCC Item Total
1	8,535	Pavement / Base Pulverizing	$ 0.50	$ 4,267.50	$ 0.64	$ 5,462.40
2	907	Unclassified Excavation	$ 16.75	$ 15,192.25	$ 12.60	$ 11,428.20
3	8,535	Fine Grading and Compaction	$ 1.55	$ 13,229.25	$ 1.50	$ 12,802.50
4	19	Utility Adjustment	$ 750.00	$ 14,250.00	$ 549.00	$ 10,431.00
5	4	Water Valve Adjustment	$ 150.00	$ 600.00	$ 75.00	$ 300.00
6	207	Sawcut (Asphalt Only)	$ 1.75	$ 362.25	$ 2.10	$ 434.70
7	1,104	Asphalt Binder Course Pavement 2¼" Thick	$ 65.00	$ 71,760.00	$ 71.07	$ 78,461.28
8	859	Apshalt Surface Course Pavement 1¾" Thick	$ 75.00	$ 64,425.00	$ 75.73	$ 65,052.07
9	290	4" Solid, Yellow Epoxy Pavement Marking	$ 2.40	$ 696.00	$ 6.05	$ 1,754.50
10	50	8" Solid, White Epoxy Pavement Marking	$ 4.80	$ 240.00	$ 8.35	$ 417.50
11	1	Arrow, Type 2 (White)	$ 115.00	$ 115.00	$ 327.15	$ 327.15
12	24	Stop Line, 18" White Epoxy Pavement Marking	$ 10.80	$ 259.20	$ 22.20	$ 532.80
13	73	Crosswalk, 6" White Epoxy Pavement Marking	$ 3.60	$ 262.80	$ 14.15	$ 1,032.95
14	1	Erosion Control	$ 2,500.00	$ 2,500.00	$ 555.00	$ 555.00
15	1	Traffic Control	$ 2,200.00	$ 2,200.00	$ 3,800.00	$ 3,800.00
16	1	Construction Mobile/Demobile; Project Coordination; All Incidental Utility and Misc. Roadway Work; and All Other Project Work Area Restoration and Clean-Up to an Equal and/or Better Preconstruction Condition as Required and Related to the Overall Project.	$ 7,250.00	$ 7,250.00	$ 3,130.00	$ 3,130.00
			Total	**$ 197,609.25**	**Total**	**$ 195,922.05**

MEMORANDUM

DATE April 1, 2026

TO Board of Public Works

FROM James Merten, Director of Public Works
Corey Gordon, Deputy Director of Engineering

RE Recommend to Award — Contract Unit No. 2026-02; Epoxy Pavement Markings on Third Street and Racine Street; Century Traffic, LLC; $122,398.20

The City of Menasha publicly opened bids on Wednesday, April 1, 2026, for Contract Unit No. 2026-02. One bid was received as indicated on the enclosed bid tabulation.

This project will consist of the removal of existing pavement markings and realignment of new lanes to include bike lanes and two-way left turn lane (TWLTL) on Third Street (Milwaukee Street to Manitowoc Street) and Racine Street (Broad Street to Third Street).

Recommendation
Staff recommends awarding the base bid for Contract Unit No. 2026-02, Epoxy Pavement Markings, to Century Traffic, LLC, in the amount of $122,398.20.

CITY OF MENASHA
Contract Unit No. 2026-02
Third Street & Racine Street Pavement Markings

Base Bid

Item	Quantity	Description	Century Traffic, LLC Unit Price	Item Total
1	17,760	646.2020 Marking Line Epoxy 6-Inch	$ 1.25	$ 22,200.00
2	1,662	646.4020 Marking Line Epoxy 10-Inch	$ 2.10	$ 3,490.20
3	79	646.5020 Marking Arrow Epoxy	$ 235.00	$ 18,565.00
4	6	646.5120 Marking Word Epoxy	$ 165.00	$ 990.00
5	24	646.5220 Marking Symbol Epoxy	$ 170.00	$ 4,080.00
6	199	646.6120 Marking Stop Line Epoxy 18-Inch	$ 17.00	$ 3,383.00
7	278	646.7120 Marking Diagonal Epoxy 12-Inch	$ 9.75	$ 2,710.50
8	1,934	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	$ 9.75	$ 18,856.50
9	678	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	$ 19.75	$ 13,390.50
10	9,240	646.900 Marking Removal Line 4-Inch	$ 0.40	$ 3,696.00
11	521	646.9002 Marking Removal Line 6-Inch	$ 3.75	$ 1,953.75
12	1,237	646.9100 Marking Removal Line 8-Inch	$ 1.00	$ 1,237.00
13	757	646.9200 Marking Removal Line Wide	$ 4.75	$ 3,595.75
14	47	646.9300 Marking Removal Special Marking	$ 150.00	$ 7,050.00
15	1	Traffic Control	$ 10,250.00	$ 10,250.00
16	1	Construction Mobile/Demobile; Project Coordination; All Incidental Utility and Misc. Roadway Work; and All Other Project Work Area Restoration and Clean-Up to an Equal and/or Better Preconstruction Condition as Required and Related to the Overall Project.	$ 6,950.00	$ 6,950.00
			Total	**$ 122,398.20**

Menasha

Memorial Day Parade 2026

Special Event Application

EVENT DETAILS - SECTION 1

Parks and Recreation Department – (920) 967-3640

100 Main Street, Suite 200 (2nd Floor), Menasha, WI 549252 Email: lwalbrun@menashawi.gov

1. Will you be reserving a park? ☐ Yes ☒ No
   Confirm your requested date with the Parks Department as soon as possible to ensure facility availability.

2. Will you be selling alcoholic beverages? ☐ Yes ☒ No
   All multi-day events and events that plan to sell beer and/or wine to the public must also appear before the Parks and Recreation Board.

Menasha Police Department – Phone: (920) 967-3500

430 First Street, Menasha, WI 54952 Email: ahanchek@menashawi.gov

3. Event Coordinator will need to submit a plan for emergency situations.
   If you do not have a plan, one will be provided to you to sign and submit with a map. *Please see document #1 – Special Event Holders Guide for Emergency Situations*

4. Does your event require traffic control or services provided by our Police Department? ☒ Yes ☐ No

Public Works Department – (920) 967-3610

100 Main Street, Suite 200 (2nd Floor), Menasha, WI 549252 Email: alee@menashawi.gov

5. Will you be using City streets or other public right of way? ☒ Yes ☐ No
   Please submit the $25 Street Use Fee with your special event paperwork. Street Use requires Board of Public Works and Common Council approval. You (or a representative for your event) will be required to attend a Common Council meeting to answer any questions regarding this potential street closure. Please be aware the entire approval process may take more than 60 days.

6. Does your event require street closure? ☒ Yes ☐ No
   If your event requires street closure, barricade and signage requests will be discussed at a Special Events Meeting. This information will be noted on the Fee Schedule and Breakdown Worksheet. Special Events requiring street closure need Council approval. It is highly recommended that information regarding your event is not published or advertised until you have received Common Council approval.

   PLEASE NOTE: If you are requesting a street closure, it is also your responsibility to notify residents and businesses (including Gold Cross, Lamers School Bus and Valley Transit) that are directly affected (we can provide a sample "Notification of Request to Close a City Street"). This will need to be done at least 7 days prior to your appearance at the required Common Council meeting. Event Holder to submit one copy of the completed notification to the Director of Public Works. *Complete Document #4 – Notification of Request to Close a City Street*

Neenah-Menasha Fire Department - (920) 886-6200

125 E. Columbian Ave., Neenah, WI 54956 Email: jmavroff@nmfire.org

7. Will there be fireworks at your event? ☐ Yes ☒ No
   Complete Document #5 - NMFR.Fireworks Display Application

8. Will you be putting up a tent? ☐ Yes ☒ No
   Some tents require a Certificate of Fireproofing and inspections by the Fire Department. All tents with stakes require diggers Hotline clearance by calling 811 at least five (5) days prior to the event. *Complete Document #6 - NMFR.Tent Permit*

Clerk's Office - (920) 967-3603

100 Main Street, Suite 200 (2nd Floor), Menasha, WI 54952 Email: ksnyder@menashawi.gov

9. Will you be selling/serving alcoholic beverages? ☐ Yes ☒ No
   Complete form #7 - Clerk.AB-220 Temporary Alcohol Beverage License, form #8 - Clerk.AB-100 Alcohol Beverage Individual Questionnaire and form #9 - Clerk.AB-101 Alcohol Beverage Appointment of Agent.

10. Will there be inflatables or carnival rides at your event? ☐ Yes ☒ No
    Complete form # 10 - Clerk.Carnival Permit Application. Permit needs to be submitted at least 10 days prior to your event.

Health Department - (920) 967-3522

100 Main Street, Suite 100 (1st Floor), Menasha, WI 54952 Email: tdrew@menashawi.gov

11. Will you or vendors at your event be selling or serving food? ☐ Yes ☒ No
    Please see documents HealthDept.Mobile Restaurant Operators Memo AND *HealthDept.Food Safety Guidelines.*

EVENT INFORMATION – SECTION 2

Permit Fee: A $50 Special Event Administrative Fee plus a Street Use Application Fee of $25 (if applicable) must be submitted with the application at least 60 days prior to your event. Please make checks payable to City of Menasha.

Event Name Neenah-Menasha Memorial Day Parade Total Anticipated Attendance 500

Sponsoring Organization Twin City Veterans

Organization Address 546 Third Street, Menasha, WI. 54952

Event Location Map Attached

Date of Event (list each date if a multi-day event) 25 May 2026

Event Set-up Time 8:00a.m. Event Start Time 9:00a.m. Event End Time 10:30a.m.

EVENT COORDINATOR – SECTION 3

Please list the main contact for questions pertaining to your event. Any other individuals authorized to speak with City Staff regarding your event and/or its billing should also be listed. At least one of the contacts listed MUST be on site at the event during all event operating hours.

1. Event Facilitator/Responsible Person Mike Taylor Vice Commander Post 152 Menasha
   Email _____ Phone 1920725-5380
2. Day of Event Contact Name (person on site) Dave Mix Commander Post 2126 Menasha
   Email _____ Phone 1920951-2306

EVENT DETAILS – SECTION 4

Please list the main contact for questions pertaining to your event. Any other individuals authorized to speak with City Staff regarding your event and/or its billing should also be listed. At least one of the contacts listed MUST be on site at the event during all event operating hours.

What type(s) of activities will be part of your event (please check all that apply):

- ☐ Amplified Music
- ☐ Amusement Rides, Inflatables, Dunk Tank, and/or Petting Zoo
- ☐ Baseball/Softball Tournament
- ☐ Fireworks
- ☐ Food Trucks
- ☒ Parade or Run/Walk Event (On-Street)
- ☐ Run/Walk (using trail system-no streets)
- ☐ Sell Beer/Wine/Fermented Malt Beverage
- ☐ Sell Concessions/Food other than Food Trucks
- ☐ Set Up Temporary Tent/Structure
- ☐ Vendor Show Number of Vendors?_____
- ☐ Other

Describe any Street Use your event will require. (Please attach a detailed map; map MUST include exact location of event, route/street closure if applicable, barricade placement, etc.) *#2 – Map.Downtown Menasha* OR *#3 – Map.Jefferson Park*

Map attached
Staging area on Second St., First St., Broad St. between Racine St. and Tayco St. Parade starts at Second St. and Milwaukee St. intersection. Parade proceeds South on Milwaukee St. right (west) on Main St. left (South) on Tayco St. over the Washington St. Bridge on Washington St. To Commercial St. Neenah.

FERMENTED MALT/WINE BEVERAGE PERMIT

For Consumption Only! SALE of fermented malt beverages and wine requires a Temporary Class "B" License in addition to this permit

(Allowed only at Barker Farm, Jefferson, Koslo and Curtis Reed Square)

The below named assumes responsibility for exercising control over attendees' behavior at the event. **This person or designee must be present for the duration of the event.** The Menasha Police Department will contact the permittee if any problem arises. **Unruly/illegal group behavior will jeopardize future reservation privileges. This permit allows fermented malt beverages and wine only. No hard liquor or glass containers.**

Permittee Name(please print): _____
Last First M.I.

Area that fermented malt beverages and wine will be consumed: _____

Signature: _____

INSURANCE – SECTION 5

A Certificate of Liability Insurance and Endorsement, each naming the City of Menasha as additional insured, must be submitted with your completed Special Events Application in order for your event to be considered for approval by the Board of Public Works and the Common Council. This is your primary insurance. See document Sec5.Misc.Insurance Information for specifics. Insurance through HUB International is also offered by our office for one-time events (Document Sec5.Clerk.Insurance Application)

Name of Insurance Company HUB International Ins. Services Policy Number 103 GL 0021111

Email specialevent@hubinternational.com Phone (925) 609-6547

Applicant Signature Michael E Taylor Date 1-8-2026

PERSON, GROUP, CLUB OR ORGANIZATION TO BE INVOICED – SECTION 6

Please complete this section if the information is different from what you entered in Sections 1 and 2.

Person or Organization Name Twin City Veterans

Address 546 Third Street

City Menasha State WI Zip Code 54952

Email _____ Phone 1920851-2306

HOLD HARMLESS AGREEMENT – SECTION 7

I agree to hold the city of Menasha harmless from any claim for damage or injury arising out of our activities in connection with the date of this event. I further understand this agreement to indemnify is for any and all liability of the City of Menasha, including costs of defense and attorneys' fees, including: Damage or injury caused in part by the City's negligence, unless I demonstrate by clear and convincing evidence, that such damage or injury was caused solely by the City's negligence. I further agree to exercise due care in the preservation of the premises. I further agree to pay for all damages to park property or grounds beyond what the Department determines to be normal wear and tear. I further agree that I will ensure compliance with all rules, regulations, or ordinances applicable to the use of City of Menasha parks and choose not to negotiate any terms of this agreement.

Applicant Signature Michael E Taylor Date 1-8-2026

Completed applications can be mailed to or dropped off at: Menasha City Center, 100 Main Street, Suite 200, Menasha, WI 54952 or e-mailed to lwalbrun@menashawi.gov. For any questions regarding this application or the permitting process, contact Lori in Parks and Recreation at (920) 967-3640.

STAFF USE ONLY

Scheduled Board of Public Works Review Date: April 20

~~Scheduled Parks & Recreation Board Review Date:~~ _____

Scheduled Common Council Review Date: May 4th

Staff Approval: Police Dept. _____ Fire Dept. _____ Public Works Dept. [illegible] City Attorney _____

CERTIFICATE OF INSURANCE ENDORSEMENT
SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP

		Certificate #	60545
FACILITY OWNER: (Additional Insured)	**PRODUCER:**	CA License #0757776	
City of Menasha 100 Main Street, Suite 200 Menasha, WI 54952	**HUB International Insurance Services Inc.** **3000 Executive Parkway, #300** **San Ramon, Ca 94583** PH: 925 609 6547 FX: 925 609 6550 specialevent@hubinternational.com		
EVENT HOLDER: (Named Insured)	**EVENT INFORMATION**		
Twin City Veterans 546 Third Street Menasha, WI 54952	**TYPE OF EVENT:**	Parade	
	EVENT DATE(S):	5/25/2026	
	EVENT LOCATION:	City of Menasha / City of Neenah	
	ATTENDANCE: 500	**CLASS:**	II

This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus lines coverage pursuant to s.618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes requires payment by the policyholder of 3% tax on gross premum.

INSURER A: COLONY INSURANCE COMPANY

INSR LTR	Type of Insurance	Policy Number	Effective	Expiration	Policy Limits	
A	Commercial General Liability	103 GL 0021111	1/1/2026	1/1/2027	Each Occurrence	$1,000,000
					General Aggregate	$2,000,000
					Personal & Advertising Injury	$1,000,000
					Products/Completed Operations Aggregate	$2,000,000
					Damage to Premises Rented to You	$1,000,000
					Medical Payments	$5,000
					Liquor Liability Each Occurrence	
					Liquor Liability Aggregate	

COVERAGE TERMS:

Host Liquor Liability Included.

Full Liquor Liability Included when a separate premium has been charged.

Occurrence Form (CG 0010)

The coverage afforded by this insurance is primary and non-contributing with any insurance held by the "Additional Insured" as Named Insured, when the "Additional Insured" is shown on this Certificate of Insurance Endorsement as "Additional Insured" or WHEN REQUIRED BY WRITTEN CONTRACT.

COVERAGE EXCLUSIONS: (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS)

-- Communicable Diseases
-- Sexual Abuse & Molestation
-- Terrorism

Specific Events are excluded from coverage. Please see second page for list of excluded events.

On behalf of the Risk Purchasing Group and each Member, the Trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA).

OTHER ADDITIONAL INSUREDS:

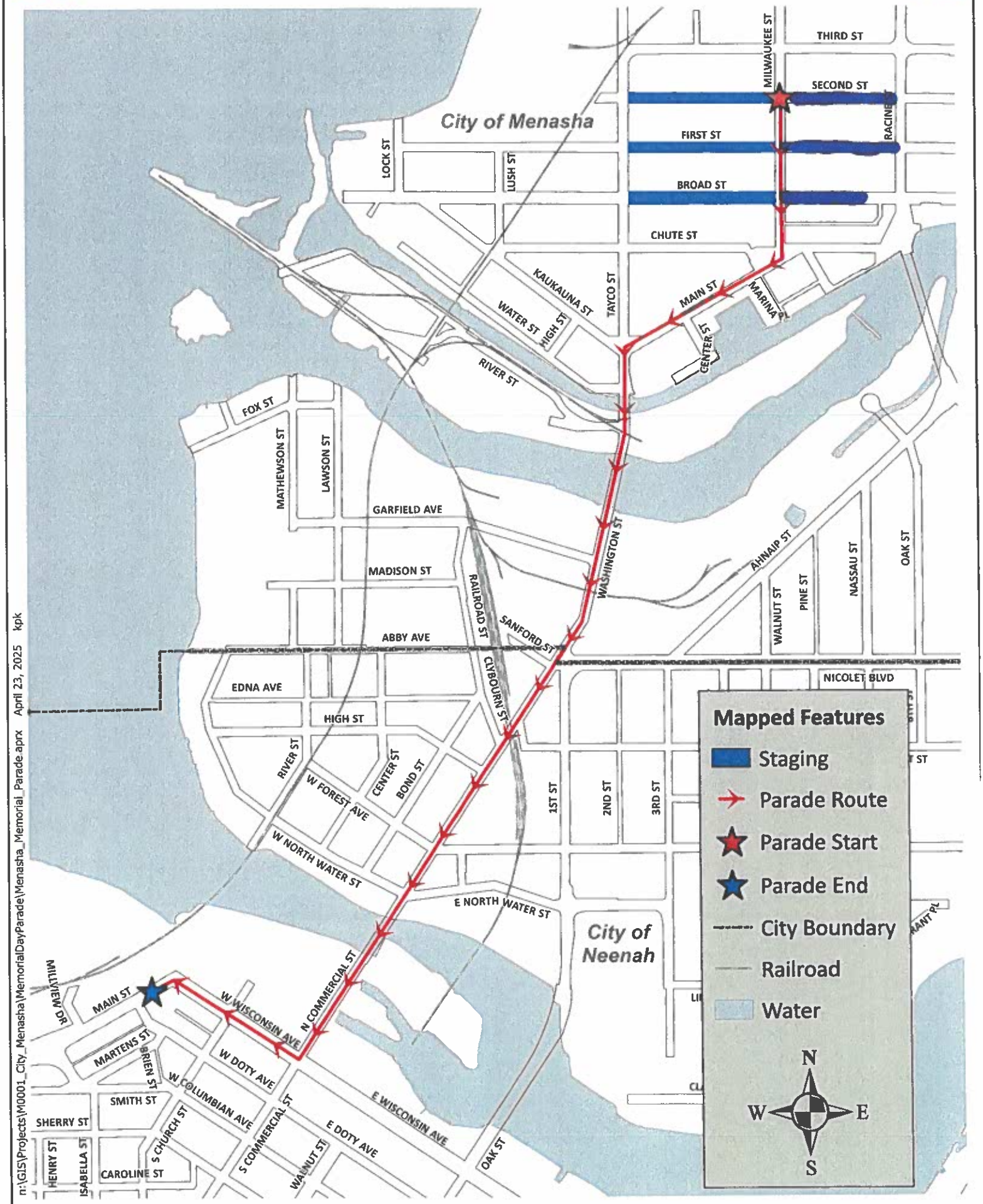
City of Neenah
211 Walnut Street
Neenah, WI 54956

***CANCELLATION**: Should the above described policy(s) be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.*

AUTHORIZED REPRESENTATIVE:		DATE ISSUED:	1/7/2026

Second Page of Certificate	Certificate #	60545

MEMORIAL DAY PARADE ROUTE AND STAGING LOCATIONS



n:\GIS\Projects\M0001_City_Menasha\MemorialDayParade\Menasha_Memorial_Parade.aprx April 23, 2025 kpk

May 25, 2026

Neenah-Menasha

Memorial Day Parade

NOTICE

NO PARKING will be permitted in front of your residence

Monday, May 25 from 6:00 a.m. to 10:00 a.m.

We apologise for the inconvenience and appreciate your cooperation.

WATERFRONT CEREMONY – 7:45 A.M.

Event will take place at Menasha's waterfront at the end of Mill Street

PARADE – 9:00 A.M.

Parade will start in Menasha at corner of 2nd Street and Milwaukee Street

CEMETERY MEMORIAL SERVICE – 10:45 A.M.

Memorial Service will take place after the parade at Oak Hill Cemetery (Neenah)

CAR SHOW/BRAT FRY/BAKE SALE

Lucky Dog'z, Green Bay Road, Neenah

Menasha Post 152
Neenah Post 33

Menasha Post 2126

Notification of Request to Close a City Street

Today's Date:

Dear Resident:

Our organization has applied for permission to temporarily close a city street for a special event. The information regarding the proposed street closure is listed below.

The City of Menasha requires us to notify you, as a resident/business on this street.

If you wish to comment on the proposed street closure, please attend the Common Council meeting listed below or contact your alderman.

Meeting: Common Council Meeting
Place: First Floor Conference Room, 100 Main St., Menasha
Date:
Time: 6:00 p.m.

Proposed Street Closure

Streets: Broad St., First St., Second St., Milwaukee St. between Racine and Tayco St., Main St. from Mill St. to Tayco St.

Date: May 25, 2026
Time: 6:00 a.m. – 10:00 a.m.
Name of Event: Neenah/Menasha Memorial Day Parade
Sponsor: Twin City Veterans
Sponsor Contact Info: Michael E. Taylor, 920-725-5380

MEMORANDUM

DATE April 2, 2026

TO Board of Public Works

FROM James Merten, Director of Public Works
Corey Gordon, Deputy Director of Engineering

RE Proposal for an Additional Street Paving Contract

As part of the adopted 2026 budget, $481,300 was allocated in the Capital Projects Fund for street and sidewalk construction on Eighth Street and Third Street, along with pavement marking reconfigurations on Third Street and Racine Street. In addition, $97,100 was budgeted in the Storm Water Utility Fund for curb and gutter replacements on Eighth Street and Third Street.

Favorable bids received for the planned street construction work have created an opportunity to repave an additional street within the available budget. After reviewing several streets in need of repair, staff recommends Midway Place (from Midway Road to the north terminus) as an excellent candidate. Staff had already planned to repair the cul-de-sac bulb on Midway Place via the small projects budget allocation. This street is also "shovel ready" and does not require additional underground utility work, making it a cost-effective and efficient choice compared to other options.

Projected 2026 Project Costs

Capital Projects Fund	Street Paving	$195,922
	Sidewalk (DPW)	$19,100
	Pavement Markings	$122,398
	Total	***$337,420***
Storm Water Utility Fund	Curb & Gutter (DPW)	$28,200
	Total	***$28,200***

Projected 2026 Budget Summary

	Allocated Budget	Projected Costs	Remaining Budget
Capital Projects Fund	$481,300	$337,420	$143,880
Storm Water Utility Fund	$97,100	$28,200	$68,900

Midway Place Estimated Costs *(Includes 15% contingency & uses current bid prices.)*

Capital Projects Fund	Street Paving	$110,870
	Sidewalk (DPW)	$3,000
	Total	***$113,870***
Storm Water Utility Fund	Curb & Gutter (DPW)	$8,110
	Total	***$8,110***

Recommendation

Staff recommends authorizing the repaving of Midway Place (from Midway Road to the north terminus) using available street construction budget allocations from the 2026 Capital Projects Fund and the 2026 Storm Water Utility Fund.

MEMORANDUM

DATE April 2, 2026
TO Personnel Committee
FROM Austin R. Hammond, Mayor
RE City Employee participation in Rock the Block

BACKGROUND:

The Greater Fox Cities Area Habitat for Humanity is again holding Rock the Block in the City of Menasha on May 14 – 16, 2026. The outcome of the projects from previous Rock the Block events have created benefits for everyone, not just the homeowners that have projects at their residence. There has been a decrease in police calls shown, increased housing values, as well as increased neighborhood pride following previous events within our community. Rock the Block has made a lasting impact on our community, one neighborhood at a time.

Our current Employee Handbook allows participation in volunteer work if "such participation is approved in advance in writing by the Department Head" and that the Department Head shall consider "whether the event enhances the image of the City or the department."

Given the impact these events continue to have in Menasha, allowing City employees to work on a project for a half-day as part of their workday will show our support as a community.

FISCAL IMPACT:

Department Heads may approve the allowance to participate in Rock the Block provided that City needs are only minimally disrupted and it would not create overtime.

RECOMMENDATION:

That the Personnel Committee recommend to the Common Council to support Employee participation, as part of their workday, in the Greater Fox Cities Area Habitat For Humanity Menasha 2026 Rock the Block.

MEMORANDUM

Date: April 15, 2026

To: Common Council

From: Megan Sackett, Parks & Recreation Director/ms

RE: Intergovernmental Agreement between the City of Neenah & City of Menasha for the 2026 Neenah Pool Passes

With the closure of the Menasha Pool for the 2026 & 2027 seasons, the City of Menasha would like to continue to offer an affordable public aquatic option to the residents of Menasha. Currently, the City has a reciprocity agreement in place with the City of Appleton allowing residents to purchase season passes and swim lessons at the resident rate.

To provide a secondary option closer to Menasha, we are proposing a partnership with Neenah to offer season pool passes for the Neenah pool at the resident rate for Menasha residents. The City will pay the difference to the City of Neenah between the resident rate and non-resident rate.

Menasha residents who qualify will be able to utilize the financial assistance program for those ages 18 and under who purchase their Neenah Pool pass through the Menasha Parks & Recreation office.

Fiscal Impact

Below is a breakdown of season passes sold for the Menasha Pool. Staff does not anticipate all previous season pass holders to purchase a season pass for the Neenah Pool. Anticipated fiscal impact is less than $2,000.

Type of Season Pass	**2024**	**2025**
Adult	16	13
Senior	59	58
Youth	30	25
Fam 2	51	43
Fam 3	33	25
Fam 4	28	32
Fam 5	23	27
Fam 6+	30	19
Total	270	242

Recommendation

Parks and Recreation Board recommended approval to the Common Council of the Intergovernmental Agreement between the City of Neenah & City of Menasha for 2026 Neenah Pool Passes.

Intergovernmental Agreement
City of Neenah & City of Menasha
2026 Neenah Pool Passes

1. Purpose

The purpose of this Agreement is to permit residents of Menasha to purchase season pool passes for the Neenah Pool at Neenah's resident rates, while ensuring Neenah is reimbursed by Menasha for the difference between Neenah's resident and non-resident rates on each qualifying pass sold.

2. Definitions

Resident: A person whose primary home address is within the defined municipal boundaries of the City of Menasha and /or the City of Neenah, Wisconsin.

Seasonal Pool Pass: A pass generated and paid for by individual to allow entrance into the Neenah Pool within the defined season (Exhibit A outlines the type).

Resident Rate: The rate Neenah applies to pass holders who reside within the City of Neenah municipal boundaries.

Non-Resident Rate: The rate Neenah applies to pass holders who do not reside in the City of Neenah.

Difference: The amount equal to (Non-Resident Rate − Resident Rate) for the specific pass type.

3. Term and Renewal

Initial Term: Effective _____Month, _____Date 2026 through conclusion of the Neenah Pool season (August 16, 2026). Renewal: Automatically renews annually unless either Party provides 60-day written notice. Seasonal Updates: Neenah will provide annual pool season dates once approved.

4. Program Mechanics

Menasha residents may purchase pool passes at Neenah's resident rate upon proof of residency through **the City of Menasha Parks and Recreation Department**. (Pass types and rates appear in Exhibit A.)

Menasha shall keep record of passes sold and send a daily and/or weekly report to Neenah with the names and types of passes sold. Neenah will process passes and make available for pickup by Menasha residents at Menasha City Hall prior to May 27 and at the Neenah Pool after May 28.

For each type of pass sold to a Menasha resident at the resident rate, Menasha shall reimburse Neenah the resident rate plus the difference in Resident rate and non-Resident Rate. Refunds will not be offered.

5. Residency Verification

Menasha shall verify residency based up established guidelines.

6. Reporting, Invoicing, and Payment

Neenah will provide a monthly report of qualifying pass sales and will issue a monthly invoice. Menasha will remit payment within 30 days. If unpaid after 45 days, Neenah may suspend resident rate sales to Menasha residents.

7. Administration and Communications

Program Leads: Neenah Director of Parks & Recreation or designee; Menasha Director of Parks and Recreation or designee. Menasha promotional materials listing prices require Neenah's review.

8. Insurance and Risk

Each Party maintains typical municipal liability coverage. Nothing waives statutory protections. Menasha residents shall complete a Menasha Parks and Recreation Participation Wavier when purchasing a Pool Pass.

9. Compliance

Each Party shall comply with all applicable laws, including Wis. Stat. § 66.0301.

10. Dispute Resolution

Disputes will first be addressed between Program Leads and then proceed to City Attorneys if unresolved.

11. Amendments

Amendments must be written and signed by both Parties.

12. Termination

Either Party may terminate with 60 days' written notice. Reimbursement obligations before termination remain in effect.

13. Notices

City of Neenah – Parks & Recreation Commission, 211 Walnut Street, Neenah, WI 54956.

City of Menasha – Parks and Recreation Board, 100 Main Street, Menasha, WI 54952.

14. Entire Agreement

This Agreement and its Exhibits constitute the full and final agreement.

15. Counterparts

Electronic signatures and counterpart copies are valid.

SIGNATURES

CITY OF NEENAH, WISCONSIN

By: _____

Name: _____

Title: _____

Date: _____

CITY OF MENASHA, WISCONSIN

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A – Pass Types and Rates

Pass Type	Resident Rate	Non-Resident Rate	Difference	Notes
Youth (Season)	$67	$87	$20	Standard youth pass
Adult (Season)	$82	$102	$20	Standard adult pass
Senior (Season)	$67	$87	$20	Senior age per Neenah policy
Family of 2	$115	$125	$10	Two-person household
Additional Family Member	+$35 each	+$35 each	$0	Add-on rate

POOL PASSES

PUNCH CARDS

A Punch Card is good for 12 entries to the Neenah Pool. Multiple family members/friends can use this. 1 punch per person, per visit. Good for open or lap swims. Punch Cards are valid for only the 2026 season. Punch Cards can be purchased at the pool or at the Parks & Rec office. **FEE: $50**

RENEW YOUR 2026 SEASON PASS ONLINE!

For previous season pass holders only.

Begins March 4 for residents and March 18 for non-residents.

- Log into your Neenah Parks & Rec Account.
- On the top green bar, drop the search menu down, select membership renewal.
- Select the renew box for each pass you'd like to renew, add to cart for 2026, and check out!
- Use your key tag to scan in at the pool! If you need a new tag, please visit our office!

FIRST-TIME SEASON PASS BUYERS

Enjoy the entire 2026 summer by purchasing a season pass for the Neenah Pool!

PLEASE NOTE: A season pass does not guarantee entry. If capacity has been reached, you will have to wait for space to open up.

WHEN / WHERE TO BUY SEASON PASSES

Residents: Beginning March 4 @ City Hall Parks & Rec Office

Non-Residents: Beginning March 18 @ City Hall Parks & Rec Office

A Family Pass includes a minimum of two individuals, with pricing based on residency. Additional family members to be added at a rate of $35 per person. All family members must reside at the same address, and each Family Pass is limited to a maximum of two adults.

TYPE OF SEASON PASS	AGE	RES. FEE	NON-RES FEE
INFANT	2 & UNDER	FREE	FREE
YOUTH (break even at 15 daily visits)	3—17	$67	$87
ADULT (break even at 15 daily visits)	18—54	$82	$102
SENIOR (break even at 15 daily visits)	55+	$67	$87
FAMILY OF 2		$115	$125
EACH ADDITIONAL FAMILY MEMBER AFTER 2		$35	$35

BE SURE TO PURCHASE YOUR POOL PASSES AT THE PARK & REC OFFICE IN CITY HALL, AS POOL PASSES WILL NOT BE SOLD AT THE POOL.

FOX VALLEY SWIM PASS PROMOTION!

During the week of July 6-10 (Monday-Friday), you can use your Neenah Pool Pass to swim at various other pools in the Fox Valley! Check out our pool webpage for a full list of participating pools!

LAP SWIM/WATER WALKING SEASON PASS

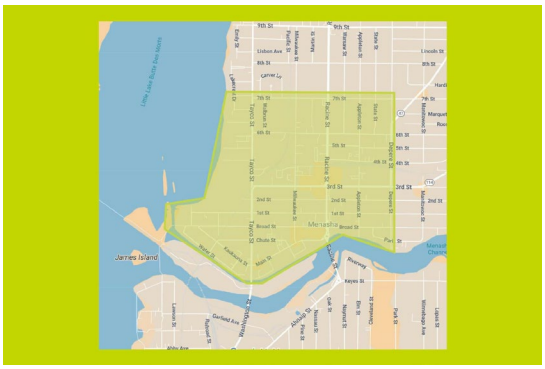
Use this special pass to have unlimited access to lap swim or water walking during the designated times for the entire 2026 season! Specific dates and times for lap swim/water walking are on Page 19. Purchase at the pool or Parks & Rec office. Break even at 12 visits. Note: This pass will not grant you general admission to the pool. **FEE: $36**

MEMORANDUM

Date: April 15, 2026
To: Common Council
From: Megan Sackett, Director Parks and Recreation Dept/ms
RE: Community Partner Agreement between the City of Menasha and Greater Fox Cities Area Habitat for Humanity, Inc., for the Appleton West Rock the Block 2026 event, contingent upon approval as to form by the City Attorney

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In keeping with the mission to provide decent, affordable housing and safe communities for families in the Greater Fox Cities Service Area, Habitat has selected the City of Menasha for participation in the Appleton West Rock the Block event in 2026 from May 14th – May 16th!



Rock the Block focuses on light home repairs, curb appeal projects and community projects to keep homes and neighborhood safe and beautiful.

Typical projects include:

- Landscaping and yard cleanup
- Deck, fence, and handrail repairs
- Screen and storm doors/windows
- Deck/porch painting and staining

Additional projects may include:

- Roofing
- Siding
- Window and door replacement
- Plumbing
- Foundation work

As part of the 2026 Rock the Block, there will be community projects happening at Canal Commons, Scanlon Park, Clinton Center Park, the Tayco Foundation and at the Marina as outlined in the provided Scope of Work. The City is responsible for material costs associated with the scope of work for each project. City Parks staff will support volunteers and Habitat staff with the community projects. Community members are encouraged to learn more about the event and how to volunteer at https://www.foxcitieshabitat.org/rtbmenasha/.

Recommendation

The Parks & Recreation Board recommends approval of the Community Partner Agreement between the City of Menasha and Greater Fox Cities Area Habitat for Humanity, Inc., for the Appleton West Rock the Block 2026 event, contingent upon approval as to form by the City Attorney.

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

ROCK THE BLOCK COMMUNITY PARTNER AGREEMENT

THIS COMMUNITY PARTNER AGREEMENT (the "Agreement") is signed on this 10th day of April, 2026 between **Greater Fox Cities Area Habitat for Humanity, Inc.** ("Habitat"), a **WI** nonprofit corporation with an address of **921 Midway Rd Menasha WI 54952**, and **City of Menasha** ("Partner").

BACKGROUND STATEMENT

a. Partner is located at Scanlon Park, Clinton Center Park, the Marina, the Tayco St. Fountain, and the Locks area (the "Property").
b. In keeping with its mission to provide decent, affordable housing and safe communities for families in the Greater Fox Cities Service Area, Habitat has selected Partner for participation in the Appleton West Rock the Block event ("Event".)

In consideration of the mutual agreements set forth in this Agreement, Habitat and Partner agree as follows:

1. **Work to be performed on the Property.**

   a. **Scope of Work.** The work to be performed on the Property (the "Work") is described in **Exhibit A** to this Agreement. Partner acknowledges that Partner has reviewed and approved the description of the Work. All work is subject to volunteer availability and weather. Habitat cannot guarantee that all Work will be completed due to volunteer availability and weather.
   b. **Project Preparation.** The Partner will follow direction from Habitat staff to make the necessary preparations for the Property. Failure to adequately prepare the Property as specified may result in the Work being delayed or not completed.
   c. **No Future Work.** Partner understands that Habitat is not undertaking to perform ongoing maintenance of the Property. Future maintenance and upkeep of the Property is solely the responsibility of Partner.

2. **Willingness to Partner.** Partner agrees to work cooperatively with Habitat staff to find ways to be engaged in the event. Partner acknowledges that no compensation will be paid to Partner or others for performance of work under any circumstances, including any termination of this Agreement pursuant to Section 8.

3. **Price and Payment.** Partner is responsible for the material costs associated with the Scope(s) for the Property. The Scope(s) will include an estimated cost but are subject to change. Partner will be invoiced after the event for the actual material costs and payment is expected to be made within 30 days of receipt of invoice.

4. **Insurance.** Partner represents and warrants to Habitat that, as of the date of this Agreement and covenants that as of the date of the performance of the Work, Partner maintains in full force and effect one or more policies of insurance covering the Property, and insuring against casualty, damage to the Property, and Partner's (and all other occupants') negligence and/or willful misconduct.

5. **Habitat Warranties.** TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW HABITAT HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS AND/OR GUARANTEES, EXPRESS OR IMPLED, REGARDING THE WORK (OR ANY PART OF THE WORK), AND PARTNER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY ACKNOWLEDGES THE SAME. PARTNER WAIVES ANY CLAIM AGAINST HABITAT AND ITS AFFILIATES (AND/OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENT ATIVES) FOR DEFECTS OF ANY TYPE OR NATURE IN THE WORK. HABITAT AND PARTNER AGREE THAT PARTNER'S SOLE AND EXCLUSIVE REMEDY FOR A DEFECT IN THE WORK IS HABITAT'S REPAIR OR REPERFORMANCE OF THE WORK. HABITAT SHALL NOT BE OR BECOME LIABLE TO PARTNER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES ARISING FROM, OUT OF, OR IN CONNECTION WITH HABITAT'S PERFORMANCE OF THE WORK.

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

ROCK THE BLOCK COMMUNITY PARTNER AGREEMENT

6. **Schedule.** Habitat will cooperate with Partner to prepare an estimated time schedule relating to the Work, and Partner will make the Property available for performance of the Work on the days required by the schedule. Subject to confirmation of the Work schedule and subject to delays due to inclement weather or other unforeseen events, Habitat will use reasonable efforts to complete the work during the designated Event days.

7. **Termination of Agreement.** Habitat reserves the right to terminate this Agreement if the Partner fails to fulfill any of their obligations under this Agreement.

8. **Limitation of Liability.** Neither Habitat nor its agents, contractors, directors, employees, officers, volunteers, or other representatives shall be liable or responsible for any damage, loss, or injury of any kind, whether direct or indirect, to any person or property, arising out of or resulting from the performance of the Work under this Agreement, except where such damage, loss, or injury is caused by the negligence or willful misconduct of Habitat or its designated representatives. Furthermore, in cases where Habitat is found liable for property damage to the Property pursuant to this Section, Habitat's obligation shall be limited to compensating the Partner for the reasonable and documented costs of necessary repairs.

9. **Miscellaneous.** This is a legally binding contract. You are encouraged to seek legal counsel before executing this Agreement. This Agreement contains the entire agreement between Habitat and Partner and supersedes any and all prior oral or written statements or agreements regarding the subject matter of this Agreement. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties, other than as set forth in this Agreement. This Agreement may only be changed by a written agreement signed by Habitat and Partner. Partner may not assign its rights under this Agreement.

Partner Authorized Representative(s):

Signature	Print Name	Date
	Megan Sackett	
Signature	Print Name	Date

Greater Fox Cities Area Habitat for Humanity, Inc.:

Signature	Print Name	Date
DocuSigned by: Kristin Neubert BDEAFFB1110F49C...	Kristin Neubert	4/10/2026

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

GREATER FOX CITIES AREA HABITAT FOR HUMANITY
ROCK THE BLOCK SCOPE OF WORK



PROJECT ADDRESS	**Marina Dumpster Fence - 1 Center St, Menasha**
RTB NEIGHBORHOOD	2026 Menasha
PROJECT NUMBER	RTB-N 737
POINT OF CONTACT	Megan Sackett (City of Menasha)

SCOPE OF WORK ITEM DETAIL

INITIAL WHEN COMPLETED	ITEM #	DESCRIPTION	COST
	1	**Stain fence -** Volunteers will stain the fence surrounding the marina dumpsters. The City of Menasha will provide the stain, equipment, and plastic or tarps.	$0.00
	2	**Trim bushes -** Volunteers will trim the shrubs and remove plant debris at the direction of the City of Menasha in the dumpster area. Volunteers will also clean up any garbage as needed.	$0.00
		TOTAL COST	$0.00

EXCLUSIONS, TERMS, & CONDITIONS

If community partner does not prepare the space as directed for Habitat, this project may not be completed. Final determination will be made by Habitat staff.
By signing this Scope of Work (SOW) the community partner agrees and understands the Scope of Work Item Detail and understands that all Work may not be completed due to Section 1 of the Community Partner Agreement.
No warranty is provided for any of the Work completed.
All other terms and conditions of the Community Partner Agreement apply.

APPROVAL & COMMENTS

COMMUNITY PARTNER NAME	Megan Sackett
COMMUNITY PARTNER SIGNATURE	**DATE**
GREATER FOX CITIES AREA HABITAT FOR HUMANITY, INC.	Don Thiele - Home Repair Construction Supervisor
SIGNATURE	DocuSigned by: Don Thiele CEE92F8DE62447B... **DATE** 4/13/2026

COMMENTS	The city will provide the stain and the supplies. City to prep fence for painting. **Supply list: (enough for 3 volunteers)** Stain - 1 gallon Drop cloths/tarps Painters tape Paint brushes and rollers Paint tray and liners Paint cups

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

GREATER FOX CITIES AREA HABITAT FOR HUMANITY
ROCK THE BLOCK SCOPE OF WORK



PROJECT ADDRESS	**Marina Bathrooms - 1 Center St, Menasha**
RTB NEIGHBORHOOD	Menasha 2026
PROJECT NUMBER	RTB-N 738
POINT OF CONTACT	Megan Sackett (City of Menasha)

SCOPE OF WORK ITEM DETAIL

INITIAL WHEN COMPLETED	ITEM #	DESCRIPTION	COST
	1	**Paint** - Volunteers paint the doors and the door frames to the marina bathroom. Volunteers can tape off areas to keep edges clean, and will paint both sides of the door slab.	$0.00
		TOTAL COST	$0.00

EXCLUSIONS, TERMS, & CONDITIONS

If community partner does not prepare the space as directed for Habitat, this project may not be completed. Final determination will be made by Habitat staff.
By signing this Scope of Work (SOW) the community partner agrees and understands the Scope of Work Item Detail and understands that all Work may not be completed due to Section 1 of the Community Partner Agreement.
No warranty is provided for any of the Work completed.
All other terms and conditions of the Community Partner Agreement apply.

APPROVAL & COMMENTS

COMMUNITY PARTNER NAME	Megan Sackett
COMMUNITY PARTNER SIGNATURE	**DATE**
GREATER FOX CITIES AREA HABITAT FOR HUMANITY, INC.	Don Thiele - Home Repair Construction Supervisor
SIGNATURE	DocuSigned by: Don Thiele CEE92F8DE62447B... **DATE** 4/13/2026

COMMENTS	The city will provide the stain and the supplies. City to prep the doors for painting. **Supply list: (enough for 2 volunteers)** Paint (1 gallon) Drop cloths/tarps Painters tape Paint brushes and rollers Paint tray and liners Paint cups

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

GREATER FOX CITIES AREA HABITAT FOR HUMANITY
ROCK THE BLOCK SCOPE OF WORK



PROJECT ADDRESS	**Marina Landscaping - 1 Center St, Menasha**
RTB NEIGHBORHOOD	2026 Menasha
PROJECT NUMBER	RTB-N 739
POINT OF CONTACT	Megan Sackett (City of Menasha)

SCOPE OF WORK ITEM DETAIL

INITIAL WHEN COMPLETED	ITEM #	DESCRIPTION	COST
	1	**General landscaping -** At the direction of city staff volunteers can reset pavers to the dog walking area, clean up landscaping, trim bushes, and reset the retaining wall blocks. At the direction of city staff volunteers can complete any other landscaping related taskes as directed.	$0.00
		TOTAL COST	$0.00

EXCLUSIONS, TERMS, & CONDITIONS

If community partner does not prepare the space as directed for Habitat, this project may not be completed. Final determination will be made by Habitat staff.
By signing this Scope of Work (SOW) the community partner agrees and understands the Scope of Work Item Detail and understands that all Work may not be completed due to Section 1 of the Community Partner Agreement.
No warranty is provided for any of the Work completed.
All other terms and conditions of the Community Partner Agreement apply.

APPROVAL & COMMENTS

COMMUNITY PARTNER NAME	Megan Sackett
COMMUNITY PARTNER SIGNATURE	**DATE**

GREATER FOX CITIES AREA HABITAT FOR HUMANITY, INC.	Don Thiele - Home Repair Construction Supervisor
SIGNATURE	DocuSigned by: Don Thiele CEE92F8DE62447B... **DATE** 4/13/2026

COMMENTS	

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

GREATER FOX CITIES AREA HABITAT FOR HUMANITY
ROCK THE BLOCK SCOPE OF WORK



PROJECT ADDRESS	**Scanlon Park Paint Mulch - 219 Chute St, Menasha, WI 54952**
RTB NEIGHBORHOOD	2026 Menasha
PROJECT NUMBER	RTB-H 740
POINT OF CONTACT	Megan Sackett

SCOPE OF WORK ITEM DETAIL

INITIAL WHEN COMPLETED	ITEM #	DESCRIPTION	COST
	1	**Mulch** - Volunteers will spread new mulch over existing mulch areas on the playground. 10 yards of mulch will be provided by City of Menasha for the playground and 5 yards will be provided for the area with the plantings.	$0.00
		TOTAL COST	$0.00

EXCLUSIONS, TERMS, & CONDITIONS

If community partner does not prepare the space as directed for Habitat, this project may not be completed. Final determination will be made by Habitat staff.
By signing this Scope of Work (SOW) the community partner agrees and understands the Scope of Work Item Detail and understands that all Work may not be completed due to Section 1 of the Community Partner Agreement.
No warranty is provided for any of the Work completed.
All other terms and conditions of the Community Partner Agreement apply.

APPROVAL & COMMENTS

COMMUNITY PARTNER NAME	Megan Sackett
COMMUNITY PARTNER SIGNATURE	**DATE**

GREATER FOX CITIES AREA HABITAT FOR HUMANITY, INC.	Don Thiele - Home Repair Construction Supervisor
SIGNATURE	DocuSigned by: Don Thiele CEE92F8DE62447B... **DATE** 4/13/2026

COMMENTS	City of Menasha will supply the mulch, Habitat will supply the equipment to move and spread mulch.

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

GREATER FOX CITIES AREA HABITAT FOR HUMANITY
ROCK THE BLOCK SCOPE OF WORK



PROJECT ADDRESS	**Scanlon Park Plantings - 219 Chute St, Menasha, WI 54952**
RTB NEIGHBORHOOD	2026 Menasha
PROJECT NUMBER	RTB-N 741
POINT OF CONTACT	Megan Sackett

SCOPE OF WORK ITEM DETAIL

INITIAL WHEN COMPLETED	ITEM #	DESCRIPTION	COST
	1	**Plantings -** Volunteers will plant small plants (hostas or similar) around the benches and park sign. Volunteers can space out the plantings in the area. The City of Menasha will provide the plants. Mulch will then be added to the area.	$0.00
		TOTAL COST	$0.00

EXCLUSIONS, TERMS, & CONDITIONS

If community partner does not prepare the space as directed for Habitat, this project may not be completed. Final determination will be made by Habitat staff.
By signing this Scope of Work (SOW) the community partner agrees and understands the Scope of Work Item Detail and understands that all Work may not be completed due to Section 1 of the Community Partner Agreement.
No warranty is provided for any of the Work completed.
All other terms and conditions of the Community Partner Agreement apply.

APPROVAL & COMMENTS

COMMUNITY PARTNER NAME	Megan Sackett
COMMUNITY PARTNER SIGNATURE	**DATE**
GREATER FOX CITIES AREA HABITAT FOR HUMANITY, INC.	Don Thiele - Home Repair Construction Supervisor
SIGNATURE	DocuSigned by: Don Thiele CEE92E8DE62447B... **DATE** 4/13/2026
COMMENTS	City of Menasha will supply the plants, Habitat will supply the equipment to plant the plantings.

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

GREATER FOX CITIES AREA HABITAT FOR HUMANITY
ROCK THE BLOCK SCOPE OF WORK



PROJECT ADDRESS	**Scanlon Park Paint Swing Sets - 219 Chute St, Menasha, WI 54952**
RTB NEIGHBORHOOD	2026 Menasha
PROJECT NUMBER	RTB-N 742
POINT OF CONTACT	Megan Sackett

SCOPE OF WORK ITEM DETAIL

INITIAL WHEN COMPLETED	ITEM #	DESCRIPTION	COST
	1	**Paint** - Volunteers will paint the metal poles for the swing sets. Existing swing sets are blue. Paint and painting supplies will be provided by City of Menasha. City of Menasha will have the swing sets prepped for paint. ****No painting on climbing equipment or slide.	$0.00
		TOTAL COST	$0.00

EXCLUSIONS, TERMS, & CONDITIONS

If community partner does not prepare the space as directed for Habitat, this project may not be completed. Final determination will be made by Habitat staff.
By signing this Scope of Work (SOW) the community partner agrees and understands the Scope of Work Item Detail and understands that all Work may not be completed due to Section 1 of the Community Partner Agreement.
No warranty is provided for any of the Work completed.
All other terms and conditions of the Community Partner Agreement apply.

APPROVAL & COMMENTS

COMMUNITY PARTNER NAME	Megan Sackett
COMMUNITY PARTNER SIGNATURE	**DATE**

GREATER FOX CITIES AREA HABITAT FOR HUMANITY, INC.	Don Thiele - Home Repair Construction Supervisor
SIGNATURE	DocuSigned by: Don Thiele CEE92F8DE62447B... **DATE** 4/13/2026

COMMENTS	City will prep swing sets and provide paint and painting supplies. **Supply list: (enough for 2 volunteers)** Paint Painters tape Paint brushes and rollers Paint tray and liners Paint cups

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

GREATER FOX CITIES AREA HABITAT FOR HUMANITY
ROCK THE BLOCK SCOPE OF WORK



PROJECT ADDRESS	**Clinton Center Park Paint Swing sets - Corner of Tayco St. & 2nd St.**
RTB NEIGHBORHOOD	2026 Menasha
PROJECT NUMBER	RTB-N 743
POINT OF CONTACT	Megan Sackett

SCOPE OF WORK ITEM DETAIL

INITIAL WHEN COMPLETED	ITEM #	DESCRIPTION	COST
	1	**Paint** - Volunteers will paint the metal poles for the swing sets. Existing swing sets are blue. Paint and painting supplies will be provided by City of Menasha. City of Menasha will have the swing sets prepped for paint. ****No painting on climbing equipment or slide.	$0.00
		TOTAL COST	$0.00

EXCLUSIONS, TERMS, & CONDITIONS

If community partner does not prepare the space as directed for Habitat, this project may not be completed. Final determination will be made by Habitat staff.
By signing this Scope of Work (SOW) the community partner agrees and understands the Scope of Work Item Detail and understands that all Work may not be completed due to Section 1 of the Community Partner Agreement.
No warranty is provided for any of the Work completed.
All other terms and conditions of the Community Partner Agreement apply.

APPROVAL & COMMENTS

COMMUNITY PARTNER NAME	Megan Sackett
COMMUNITY PARTNER SIGNATURE	**DATE**

GREATER FOX CITIES AREA HABITAT FOR HUMANITY, INC.	Don Thiele - Home Repair Construction Supervisor		
SIGNATURE	DocuSigned by: Don Thiele CEE92E8DE62447B...	**DATE**	4/13/2026

COMMENTS	City will prep swing sets and provide paint and painting supplies. **Supply list: (enough for 2 volunteers)** Paint Painters tape Paint brushes and rollers Paint tray and liners Paint cups

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

GREATER FOX CITIES AREA HABITAT FOR HUMANITY
ROCK THE BLOCK SCOPE OF WORK



PROJECT ADDRESS	**Clinton Center Park Mulch - Corner of Tayco St. & 2nd St.**
RTB NEIGHBORHOOD	2026 Menasha
PROJECT NUMBER	RTB-H 744
POINT OF CONTACT	Megan Sackett

SCOPE OF WORK ITEM DETAIL

INITIAL WHEN COMPLETED	ITEM #	DESCRIPTION	COST
	1	**Trim Vegetation** - Volunteers will trim the vegetation on the fence at the direction of City of Menasha staff. Volunteers will not remove all vegetation from the fence, only trim vegetation as needed.	$0.00
	2	**Mulch** - Volunteers will spread new mulch over existing mulch areas on the playground. 10 yards of mulch will be provided by City of Menasha.	$0.00
		TOTAL COST	$0.00

EXCLUSIONS, TERMS, & CONDITIONS

If community partner does not prepare the space as directed for Habitat, this project may not be completed. Final determination will be made by Habitat staff.
By signing this Scope of Work (SOW) the community partner agrees and understands the Scope of Work Item Detail and understands that all Work may not be completed due to Section 1 of the Community Partner Agreement.
No warranty is provided for any of the Work completed.
All other terms and conditions of the Community Partner Agreement apply.

APPROVAL & COMMENTS

COMMUNITY PARTNER NAME	Megan Sackett
COMMUNITY PARTNER SIGNATURE	**DATE**
GREATER FOX CITIES AREA HABITAT FOR HUMANITY, INC.	Don Thiele - Home Repair Construction Supervisor
SIGNATURE	DocuSigned by: Don Thiele CEE92F8DE62447B... **DATE** 4/13/2026
COMMENTS	City of Menasha will supply the mulch, Habitat will supply the equipment to move and spread mulch.

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

GREATER FOX CITIES AREA HABITAT FOR HUMANITY
ROCK THE BLOCK SCOPE OF WORK



PROJECT ADDRESS	**Tayco St. Fountain - Corner of Tayco St & Kaukauna St.**
RTB NEIGHBORHOOD	2026 Menasha
PROJECT NUMBER	RTB-H 745
POINT OF CONTACT	Megan Sackett

SCOPE OF WORK ITEM DETAIL

INITIAL WHEN COMPLETED	ITEM #	DESCRIPTION	COST
	1	**Reset pavers** - Volunteers will re-set the pavers to remove a trip hazard between the pavers and the sidewalk. Volunteers will use screening to raise and level the pavers at direction of City of Menasha staff.	$0.00
	2	**Trim vegetation** - Volunteers will trim the lower branches on the vegetation (pine/cedar trees) around the fountain at the direction of City of Menasha staff.	$0.00
	4	**Mulch** - Volunteers will spread mulch as needed. Mulch provided by the city.	$0.00
		TOTAL COST	$0.00

EXCLUSIONS, TERMS, & CONDITIONS

If community partner does not prepare the space as directed for Habitat, this project may not be completed. Final determination will be made by Habitat staff.
By signing this Scope of Work (SOW) the community partner agrees and understands the Scope of Work Item Detail and understands that all Work may not be completed due to Section 1 of the Community Partner Agreement.
No warranty is provided for any of the Work completed.
All other terms and conditions of the Community Partner Agreement apply.

APPROVAL & COMMENTS

COMMUNITY PARTNER NAME	Megan Sackett	
COMMUNITY PARTNER SIGNATURE		**DATE**
GREATER FOX CITIES AREA HABITAT FOR HUMANITY, INC.	Don Thiele - Home Repair Construction Supervisor	
SIGNATURE	DocuSigned by: Don Thiele CEE92F8DE62447B...	**DATE** 4/13/2026
COMMENTS	The city will provide the mulch and screening.	

Docusign Envelope ID: 5C1201EC-10CA-8E52-834E-7EE99E8B84D5

GREATER FOX CITIES AREA HABITAT FOR HUMANITY
ROCK THE BLOCK SCOPE OF WORK



PROJECT ADDRESS	**Water St. to Locks - Plant and brush removal - 82 Broad St, Menasha**
RTB NEIGHBORHOOD	2026 Menasha
PROJECT NUMBER	RTB-N 746
POINT OF CONTACT	Megan Sackett (City of Menasha)

SCOPE OF WORK ITEM DETAIL

INITIAL WHEN COMPLETED	ITEM #	DESCRIPTION	COST
	1	**General landscaping -** Volunteers will remove shrubs, branches, and plant debris at the direction of the City of Menasha staff near the river from the marina wall to the swing. Volunteers will also clean up any garbage as needed.	$0.00
		TOTAL COST	$0.00

EXCLUSIONS, TERMS, & CONDITIONS

If community partner does not prepare the space as directed for Habitat, this project may not be completed. Final determination will be made by Habitat staff.
By signing this Scope of Work (SOW) the community partner agrees and understands the Scope of Work Item Detail and understands that all Work may not be completed due to Section 1 of the Community Partner Agreement.
No warranty is provided for any of the Work completed.
All other terms and conditions of the Community Partner Agreement apply.

APPROVAL & COMMENTS

COMMUNITY PARTNER NAME	Megan Sackett
COMMUNITY PARTNER SIGNATURE	**DATE**
GREATER FOX CITIES AREA HABITAT FOR HUMANITY, INC.	Don Thiele - Home Repair Construction Supervisor
SIGNATURE	DocuSigned by: Don Thiele CEE92F8DE62447B... **DATE** 4/13/2026
COMMENTS	The city will provide equipment for disposal of the trees and branches that are removed.

MEMORANDUM

DATE April 15 2026

TO Honorable Mayor and Common Council

FROM Andrew Dane, Community Development Director

RE Plan Commission Recommends Approval of Acquisition of 800 Ninth St. (Quarry)

Consistent with its duties pursuant to Wisconsin State Statutes and the Menasha Municipal Code, on February 3, 2026, the Plan Commission reviewed acquisition at 800 Ninth Street (Parcel 12103531502). As a result, the Plan Commission recommended approval of the acquisition.

Further down the agenda, there will be action items consistent with implementing this action, which include a proposed Offer to Purchase and a Scope of Work for a Phase I Site Assessment.

Recommended motion: Move to approve the property acquisition of 800 Ninth Street (Parcel 12103531502) (Quarry).

City of Menasha Disbursements
04/03/26-04/16/26

Weekly Accounts Payable	04/9/2026, 04/14/26 & 4/16/2026 Checks #90399-90526	$2,879,036.35
	Void Check #89782-Baycom (reissued)	($17,938.00)
Bi-Weekly Payroll	4/16/2026	$258,914.39

Additional Regular Cycle Accounts Payables -Paid Electronically

Community First CU-Payroll Deduction	4/3/26	$540.10	
Wisconsin Support Collections	4/3/26	$802.51	
Community First CU-Payroll Deduction	4/6/26	$175.00	
Wisconsin Deferred Compensation	4/7/26	$12,354.75	
Federal Tax Withholding	4/8/26	$87,971.15	
Delta Dental	4/8/26	$3,197.64	
Network Health Premium	4/8/26	$158,475.24	
Home Depot	4/8/26	$619.89	
US Bank	4/9/26	$224.02	
US Bank	4/9/26	$76.98	
Ascensus	4/9/26	$1,250.00	
TID Creation Fee	4/10/26	$1,000.00	
TID Annual Fees	4/10/26	$750.00	
Delta Dental	4/15/26	$1,764.80	
Federal Tax Withholding Adjustment	4/15/26	$6,260.31	
State Tax Withholding	4/15/26	$15,800.03	
US Bank	4/16/26	$81.42	
			$291,343.84
			$3,411,356.58

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.

Yessi Laracuente
Yessi Laracuente
Finance Manager

04/16/26
Date

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

AP Check Register
Check Date: 4/9/2026

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
JF AHERN CO	90399	4/9/2026	805709	100-0501-522.24-03	305.00	SPRINKLER INSPECTION ANNUAL FEE-NM FIRE #36
			Total for check: 90399		**305.00**	
AIRGAS USA LLC	90400	4/9/2026	9170389912	731-1022-541.24-02	387.75	SHOP SUPPLIES
				731-1022-541.30-18	249.96	SHOP SUPPLIES
			Total for check: 90400		**637.71**	
AMAZON CAPITAL SERVICES	90401	4/9/2026	1MLD-PYQT-F6XR	824-0807-521.30-15	77.48	DOG FOOD FOR KODA
		4/9/2026	1R76-4Q4F-9MDV	100-0702-552.30-10	16.97	OFFICE SUPPLIES -PARKS & REC
				100-1002-541.30-10	59.73	OFFICE SUPPLIES -ENGINEERING
					1.69	SHIPPING
		4/9/2026	1TK9-YCV4-LWNP	100-0801-521.29-04	126.13	WEATHERBEATER CARGO LINERFORD EXPLORER
			Total for check: 90401		**282.00**	
ARING EQUIPMENT COMPANY INC	90402	4/9/2026	E31703	731-1022-541.29-04	646.65	VEHICLE REPAIR DEF SYSTEM MAINTENANCE
			Total for check: 90402		**646.65**	
AUTOMATED COMFORT CONTROLS	90403	4/9/2026	40351	100-0703-553.24-03	104.22	PREVENTATIVE MAINTENANCE JEFFERSON PARK BUILDI
		4/9/2026	40352	100-0801-521.24-03	2,310.00	HVAC SERVICE MENASHA POLICE DEPT
		4/9/2026	40355	100-0601-551.24-03	100.00	VAV SERVICE MENASHA LIBRARY
			Total for check: 90403		**2,514.22**	
BENEFIT COORDINATORS CORP	90404	4/9/2026	B0MNZ3	734-0416-513.21-06	2,758.71	MONTHLY FAHP FEE-APRIL
			Total for check: 90404		**2,758.71**	
BERGSTROM FORD LINCOLN	90405	4/9/2026	117692	731-1022-541.38-03	21.56	VEHICLE PARTS
			Total for check: 90405		**21.56**	

AP Check Register
Check Date: 4/9/2026

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
BERGSTROM PIONEER AUTO &	90406	4/9/2026	00252	100-0801-521.80-03	2,765.00	POLICE VEHICLE LEASES APRIL 2026
			Total for check: 90406		**2,765.00**	
BUCKLIN'S	90407	4/9/2026	115359	266-1028-543.21-06	5,940.00	BRUSH & YARD WASTE DISPOSAL
				625-1028-543.21-06	7,560.00	BRUSH & YARD WASTE DISPOSAL
			Total for check: 90407		**13,500.00**	
CELLCOM	90408	4/9/2026	828906	100-0101-511.22-01	34.21	PHONE BILL-MAYOR
				100-0201-512.22-01	34.21	PHONE BILL-ATTORNEY
				100-0203-512.22-01	34.21	PHONE BILL-CLERK
				100-0301-523.22-01	34.21	PHONE BILL-BUILD INSPECT
				100-0304-562.22-01	68.42	PHONE BILL-COM DEV
				100-0401-513.22-01	34.21	PHONE BILL-FINANCE
				100-0601-551.22-01	23.26	PHONE BILL -BUILDING SERVICES
					75.85	PHONE BILL-LIBRARY
				100-0702-552.22-01	178.17	PHONE BILL -PARK LOCATIONS
				100-0703-553.22-01	13.68	PHONE BILL -BUILDING SERVICES
					182.28	PHONE BILL-PARKS
				100-0801-521.22-01	15.74	PHONE BILL -BUILDING SERVICES
					786.31	PHONE BILL-POLICE
					(0.01)	PHONE BILL-POLICE
				100-0811-521.22-01	34.21	PHONE BILL -CODE ENFORCEMENT
				100-0904-531.22-01	34.21	PHONE BILL -ENVIRONMENTAL HEALTH
				100-0919-531.22-01	246.07	PHONE BILL-HEALTH
				100-1001-514.22-01	15.74	PHONE BILL -BUILDING SERVICES
				100-1002-541.22-01	148.79	PHONE BILL-ENGINEERING
				100-1008-541.22-01	9.49	PHONE BILL -STREET SIGNS
				100-1019-552.22-01	14.54	PHONE BILL-BRIDGES
				601-1020-543.22-01	7.65	PHONE BILL -SEWER TRUCK
				625-1002-541.22-01	49.60	PHONE BILL-ENGINEERING
				731-1022-541.22-01	137.51	PHONE BILL -CITY GARAGE

AP Check Register
Check Date: 4/9/2026

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CELLCOM...	90408...	4/9/2026...	828906...	743-0403-513.22-01	68.42	PHONE BILL-I.T.
			Total for check: 90408		**2,280.98**	
CINTAS	90409	4/9/2026	1906225559	100-0801-521.30-13	94.00	TRASH BAGS
		4/9/2026	4264031730	731-1022-541.20-01	160.14	UNIFORMS, MATS, CLEANING SUPPLIES
		4/9/2026	4264635722	731-1022-541.20-01	161.00	UNIFORMS, MATS, CLEANING SUPPLIES
				731-1022-541.30-13	78.25	HOUSEKEEPING SUPPLIES
		4/9/2026	4264639814	100-0801-521.20-01	50.25	JANITORIAL SUPPLIES
				100-0801-521.30-13	151.45	HOUSEKEEPING SUPPLIES
			Total for check: 90409		**695.09**	
CLIFTONLARSONALLEN LLP	90410	4/9/2026	L261125683	456-0000-201.02-00	5,018.33	TID4 AUDIT-FINAL BILLING
			Total for check: 90410		**5,018.33**	
COTALITY CENTRALIZED REFUNDS	90411	4/9/2026	70170063	100-0000-121.01-00	1,809.00	PROPERTY TAX OVERPAYMENT 70170063900 CLOVER
			Total for check: 90411		**1,809.00**	
COUNTRY VISIONS COOP	90412	4/9/2026	690607	731-1022-541.38-03	1,120.35	DIESEL EXHAUST FLUID
			Total for check: 90412		**1,120.35**	
CUMMINGS SALES AND SERVICE	90413	4/9/2026	E3-260494835	743-0403-513.24-04	800.00	CUMMINS DIAGNOSTIC
			Total for check: 90413		**800.00**	
KORTNEY DAHM	90414	4/9/2026	MILEAGE	100-0903-531.33-01	32.19	MILEAGE REIMBURSEMENT FEBRUARY 2026
					29.51	MILEAGE REIMBURSEMENT MARCH 2026
			Total for check: 90414		**61.70**	

AP Check Register
Check Date: 4/9/2026

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
DELMORE ENTERPRISES LLC	90415	4/9/2026	2026-0008	100-0801-521.34-02	500.00	TINT ENFORCEMENT	REGISTRATION
			Total for check: 90415		**500.00**		
EJ EQUIPMENT	90416	4/9/2026	P19913	731-1022-541.38-03	734.48	SWITCH BANK	
			Total for check: 90416		**734.48**		
ENERGITECH	90417	4/9/2026	182007	731-1022-541.38-03	191.38	AIR FILTER ELEMENT	
			Total for check: 90417		**191.38**		
ENVISIONINK PRINTING SOLUTIONS	90418	4/9/2026	2600770	100-0702-552.29-01	6,344.00	SPRING/SUMMER 2026	ACTIVITY GUIDE
				100-0702-552.30-11	2,726.04	SPRING/SUMMER 2026	ACTIVITY GUIDE
				625-1002-541.30-18	334.00	SPRING/SUMMER 2026	ACTIVITY GUIDE
			Total for check: 90418		**9,404.04**		
FACTORY MOTOR PARTS CO	90419	4/9/2026	18-2353588	731-1022-541.38-03	33.72	PLUGS	
		4/9/2026	18-2353786	731-1022-541.38-03	41.78	PLUGS,FILTER,WIPER BLADES	
		4/9/2026	18-2354289	731-1022-541.38-03	280.15	BATTERY	
		4/9/2026	18-2354841	731-1022-541.30-18	119.88	BRAKE CLEANER	
				731-1022-541.38-03	53.71	OUTER TIE ROD END	
		4/9/2026	226-044963	731-1022-541.38-03	13.96	PLUGS	
		4/9/2026	50-6659609	731-1022-541.30-18	14.99	GLOVES	
		4/9/2026	50-6666848	731-1022-541.38-03	13.96	PLUGS	
			Total for check: 90419		**572.15**		
FASTSIGNS OF APPLETON	90420	4/9/2026	APP-205709	100-0801-521.29-04	850.00	SQUAD GRAPHICS	
			Total for check: 90420		**850.00**		
FERRELLGAS	90421	4/9/2026	1133251135	731-1022-541.30-18	182.79	PROPANE	
			Total for check: 90421		**182.79**		

AP Check Register
Check Date: 4/9/2026

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
FOX CITIES HABITAT FOR HUMANITY	90422	4/9/2026	RAIN BARREL	625-1002-541.30-18	55.00	MS4 PERMIT COMPLIANCE EARTH DAY RAIN BARREL
			Total for check: 90422		**55.00**	
FOX CROSSING UTILITIES	90423	4/9/2026	127-17542	100-0703-553.22-06	10.50	STANDBY WATER 12/15/25-3/15/26
			Total for check: 90423		**10.50**	
VILLAGE OF FOX CROSSING	90424	4/9/2026	16683	625-0000-264.00-00	38,837.49	TAYCO POND PRINCIPAL DEBT
				625-0410-571.61-02	2,567.38	TAYCO POND INTEREST
			Total for check: 90424		**41,404.87**	
FOX VALLEY HUMANE ASSOCIATION	90425	4/9/2026	6430	100-0806-532.25-01	184.00	JANUARY-ANIMALS HANDLED
			Total for check: 90425		**184.00**	
GRAINGER INC	90426	4/9/2026	9844214099	731-1022-541.24-03	49.99	GARAGE DOOR PARTS
			Total for check: 90426		**49.99**	
HARRISON UTILITIES	90427	4/9/2026	001-0220-00	100-0703-553.22-05	65.95	2170 PLANK ROAD 1/21/26-2/18/25
					65.30	2170 PLANK ROAD 2/19/26-3/19/26
			Total for check: 90427		**131.25**	
IROW	90428	4/9/2026	325673	100-1001-514.32-02	207.00	SHREDDING SERVICE
			Total for check: 90428		**207.00**	
JOHN FABRICK TRACTOR COMPANY	90429	4/9/2026	PIGB0342964	731-1022-541.38-04	(32.54)	SPRING-RETURN CREDIT
		4/9/2026	PIGB0346353	731-1022-541.38-03	147.47	PARTS
			Total for check: 90429		**114.93**	

AP Check Register
Check Date: 4/9/2026

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
JOHN'S SAW SERVICE	90430	4/9/2026	14886	266-1028-543.30-18	198.70	PARTS	
			Total for check: 90430		**198.70**		
PAULINE JOHNSON	90431	4/9/2026	30073800	100-0000-121.01-00	439.78	OVERPAYMENT TAXES	PAULINE JOHNSON
			Total for check: 90431		**439.78**		
JX ENTERPRISES INC	90432	4/9/2026	24138709P	731-1022-541.38-03	182.99	FUEL TANK	
			Total for check: 90432		**182.99**		
JUDY KETCHUM	90433	4/9/2026	RENTAL DEP REFD	100-0000-201.11-00	100.00	RENTAL SECURITY DEPOSIT REFUND	
			Total for check: 90433		**100.00**		
KITZ & PFEIL INC	90434	4/9/2026	28547/3	100-0703-553.24-03	16.89	SAND PAPER/BEESWAX	
		4/9/2026	57915/3	100-0703-553.24-03	8.99	NAILS	
		4/9/2026	57935/3	100-0703-553.24-03	11.86	PARTS	
		4/9/2026	57954/3	100-0703-553.24-03	17.05	PARTS	
		4/9/2026	57961/3	100-0801-521.24-03	15.29	WATER NOZLE	
		4/9/2026	57970/3	100-0703-553.24-03	9.04	FLAG POLE PARTS	
		4/9/2026	57980/3	100-0703-553.30-18	36.67	PAINT SUPPLIES	
		4/9/2026	58036/3	100-0702-552.30-18	16.88	PAINTERS TAPE	
		4/9/2026	58077/3	100-1019-552.30-18	4.12	ADAPTER	
		4/9/2026	58146/3	100-0703-553.30-18	32.99	HARDWARE	
		4/9/2026	58160/3	100-0703-553.24-03	40.47	VARNISH/OIL	
		4/9/2026	58168/3	100-1019-552.30-18	5.96	NUTS & BOLTS	
		4/9/2026	58226/3	207-0707-552.24-03	34.87	MARINA SUPPLIES	
			Total for check: 90434		**251.08**		
KLINK HYDRAULICS LLC	90435	4/9/2026	JG1315	731-1022-541.38-03	41.85	PARTS	
		4/9/2026	TV1000	731-1022-541.38-03	372.23	PARTS	
		4/9/2026	TV375	731-1022-541.38-03	130.00	HOSE PROTECTOR,	PARKRIMP COUPLING

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
KLINK HYDRAULICS LLC...	90435...	4/9/2026	TV887	731-1022-541.38-03	15.10	PARTS
			Total for check: 90435		**559.18**	
MATTHEWS TIRE INC	90436	4/9/2026	101105	731-1022-541.38-04	685.36	TIRES
			Total for check: 90436		**685.36**	
MENARDS-APPLETON EAST	90437	4/9/2026	91553	207-0707-552.24-03	84.71	MARINA PLUMBING PARTS
		4/9/2026	91922	207-0707-552.24-03	(24.84)	SUPPLIES-RETURN CREDIT
		4/9/2026	91925	100-0801-521.24-03	36.36	OFFICE PAINT
		4/9/2026	92230	100-0801-521.24-03	36.48	HOLE PATCH-OFFICE
			Total for check: 90437		**132.71**	
MENASHA NEENAH MUNICIPAL COURT	90438	4/9/2026	REPORT #26-0026	100-0000-201.03-00	174.00	REPORT #26-0026
			Total for check: 90438		**174.00**	
MENASHA ROTARY	90439	4/9/2026	BREWS ON BAGO	826-0702-552.30-18	500.00	BREWS ON BAGO SPONSOR CHECK-NICOLET BNK
			Total for check: 90439		**500.00**	
MENASHA UTILITIES	90440	4/9/2026	FEB ST LIGHTS	100-1012-541.22-03	10,885.50	FEBRUARY STREET LIGHTING
		4/9/2026	MENASHA UTIL.	100-0703-553.22-06	174.52	STORM-PARKS 1/30/26-2/27/26
				100-1012-541.22-03	16.83	ELECTRIC-STREET LIGHTS 1/30/26-2/27/26
		4/9/2026	OVERPAYMENT	100-0000-201.03-00	10.00	INVOICE #23549 OVERPAYMT
			Total for check: 90440		**11,086.85**	
MGD INDUSTRIAL CORP	90441	4/9/2026	246149	100-0703-553.30-18	210.00	SUPPLIES
		4/9/2026	246330	100-1016-543.30-18	189.00	SUPPLIES
			Total for check: 90441		**399.00**	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MONROE TRUCK EQUIPMENT INC	90442	4/9/2026	861349	731-1022-541.38-03	69.57	REPLACEMENT SOCKET
			Total for check: 90442		**69.57**	
MORTON SAFETY	90443	4/9/2026	237394	100-0901-515.30-18	42.00	DRAEGER X-PLORE 3500 MASK1/2 CVMIC
			Total for check: 90443		**42.00**	
JIM MULLEN	90444	4/9/2026	CART REIMBURSE.	100-0000-441.13-00	140.00	EXTRA CART REIMBURSEMENT 209 RAILROAD ST
			Total for check: 90444		**140.00**	
N&M AUTO SUPPLY	90445	4/9/2026	856654	731-1022-541.38-03	362.15	ADJ BALL MOUNT, PARTS
			Total for check: 90445		**362.15**	
CITY OF NEENAH	90446	4/9/2026	40307	100-0501-522.25-01	6,562.65	NMFR ORG STUDY -PART 1 OF 2
				100-0502-522.30-18	111.32	EOC TRAINING
				470-0501-522.30-15	634.52	VENT SAW
			Total for check: 90446		**7,308.49**	
NEW MENTAL HEALTH CONNECTION	90447	4/9/2026	MEMBERSHIP	100-0903-531.32-01	300.00	2026 MEMBERSHIP RENEWAL
			Total for check: 90447		**300.00**	
PACKER CITY INTL TRUCKS INC	90448	4/9/2026	X103163201:02	731-1022-541.38-03	62.79	FUEL/HYDRAULIC FILTERS
		4/9/2026	X103163307:02	731-1022-541.38-03	136.35	AIR/HYDRAULIC FILTERS
		4/9/2026	X103163511:01	731-1022-541.38-03	169.81	EXHAUST SYSTEM AFTERTREATMENT
		4/9/2026	X103163563:01	731-1022-541.38-03	183.92	AIR FILTERS, FUEL FILTERS
		4/9/2026	X103163670:01	731-1022-541.38-03	206.44	SHOCK ABSORBER
			Total for check: 90448		**759.31**	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
LINDA PALMBACH	90449	4/9/2026	MILEAGE	100-0903-531.33-01	32.12	MILEAGE REIMBURSEMENT MARCH 2026
			Total for check: 90449		**32.12**	
MEGHAN PAULY	90450	4/9/2026	MILEAGE	100-0903-531.33-01	26.97	MILEAGE REIMBURSEMENT JANUARY-MARCH 2026
			Total for check: 90450		**26.97**	
PDQ.COM	90451	4/9/2026	PDQ-80085	743-0403-513.24-04	2,805.00	SOFTWARE DEPLOYMENT LIC 3/31/26-3/31/27
			Total for check: 90451		**2,805.00**	
PERSONNEL EVALUATION INC	90452	4/9/2026	56794	100-0801-521.21-06	49.00	PEP TEST BILLING
			Total for check: 90452		**49.00**	
PROTANIC INC	90453	4/9/2026	258404	207-0707-552.38-01	2,590.00	ANNUAL TESTING
			Total for check: 90453		**2,590.00**	
QUALITY CUSTOM METAL FABRICATION	90454	4/9/2026	46540	731-1022-541.38-03	45.00	METAL FOR FABRICATION
			Total for check: 90454		**45.00**	
QUENCH USA INC	90455	4/9/2026	INV10637829	100-0801-521.30-18	179.00	WATER FLAVORING
		4/9/2026	INV10653189	100-0801-521.30-18	297.00	WATER FLAVORING
			Total for check: 90455		**476.00**	
SAFEGUARD BUSINESS SYSTEMS	90456	4/9/2026	9010315436	100-0401-513.30-10	257.40	DEPOSIT TICKETS
			Total for check: 90456		**257.40**	
SCHMIDT BOAT LIFTS & DOCKS INC	90457	4/9/2026	T52417	470-1003-541.82-02	956.30	DOCK PARTS STR-2024-003
		4/9/2026	T52538	470-1003-541.82-02	17.00	DOCK PARTS STR-2024-003

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SCHMIDT BOAT LIFTS & DOCKS INC...	90457...	4/9/2026	T52548	470-1003-541.82-02	31.00	DOCK PARTS	STR-2024-003
			Total for check: 90457		**1,004.30**		
SI METALS AND SUPPLY	90458	4/9/2026	306757	100-1016-543.30-18	292.00	METAL FOR DUMPSTER	
			Total for check: 90458		**292.00**		
SITEONE LANDSCAPE SUPPLY	90459	4/9/2026	164349934-001	100-1003-541.30-18	1,116.43	SEED STARTER	
			Total for check: 90459		**1,116.43**		
SPARTAN TURF PRODUCTS LLC	90460	4/9/2026	6090683-00	731-1022-541.38-03	186.93	WIPER BLADES	
			Total for check: 90460		**186.93**		
STERICYCLE INC	90461	4/9/2026	8013961596	100-0801-521.30-10	106.28	SHREDDING SERVICE	
			Total for check: 90461		**106.28**		
THE PRINT HOUSE LLC	90462	4/9/2026	000090	100-0801-521.30-15	400.00	ECONOMIC TOTE BAGS	
			Total for check: 90462		**400.00**		
THEDACARE AT WORK	90463	4/9/2026	382084	100-0202-512.21-05	136.00	EMPLOYEE SCREENING	
		4/9/2026	382322	100-0202-512.21-06	325.83	EAP CONTRACT-APRIL 2026	
			Total for check: 90463		**461.83**		
TRUCK EQUIPMENT INC	90464	4/9/2026	1192954-00	731-1022-541.38-03	145.08	EMERGENCY LIGHTING	
		4/9/2026	1192954-01	731-1022-541.38-03	70.69	EMERGENCY LIGHTING	
		4/9/2026	1192954-02	731-1022-541.38-03	2.80	3-WIRE PLUG IN	
			Total for check: 90464		**218.57**		
UNIFORM SHOPPE	90465	4/9/2026	14948	100-0801-521.19-03	965.00	BULLET PROOF VEST	
		4/9/2026	14949	100-0801-521.19-03	965.00	BULLET PROOF VEST	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
UNIFORM SHOPPE...	90465...	4/9/2026	14950	100-0801-521.19-03	950.00	BULLET PROOF VEST
			Total for check: 90465		**2,880.00**	
USA TODAY MEDIA CORP	90466	4/9/2026	0007606660	100-0204-512.29-02	31.76	MARCH-LEGAL PUBLISHINGS
				100-0405-513.29-02	1,082.65	MARCH-LEGAL PUBLISHINGS
			Total for check: 90466		**1,114.41**	
WE ENERGIES	90467	4/9/2026	5863931645	100-0703-553.22-04	12.42	2/17/26-3/17/26 2170 PLANK RD
		4/9/2026	5871472301	100-1012-541.22-03	110.11	LED STREET LIGHTS
		4/9/2026	5872031981	100-1012-541.22-03	1,125.06	STREET LIGHTS
		4/9/2026	5874383608	100-0703-553.22-03	37.70	LED STREET LIGHTS US HWY 10 & STH 114 E
		4/9/2026	5878413961	731-1022-541.22-04	2,154.60	GAS-3/4/26-4/1/26 PUBLIC WORKS FACILITY
			Total for check: 90467		**3,439.89**	
WINNEBAGO COUNTY CLERK OF COURTS	90468	4/9/2026	REPORT #26-1632	100-0000-201.03-00	150.00	REPORT #26-1632
		4/9/2026	REPORT #26-1647	100-0000-201.03-00	150.00	REPORT #26-1647
			Total for check: 90468		**300.00**	
WINNEBAGO COUNTY TREASURER	90469	4/9/2026	1166	100-0706-561.30-18	828.00	TREE TUBES
			Total for check: 90469		**828.00**	
WISCOLIFT INC	90470	4/9/2026	STDINV00041064	470-0703-553.80-05	4,129.05	CABLE PARTS-TRESTLE TRAILPR-2026-006
			Total for check: 90470		**4,129.05**	
WISCONSIN DEPT OF JUSTICE	90471	4/9/2026	G3228	100-0202-512.21-06	14.00	GENERAL
		4/9/2026	L7101T	100-0801-521.21-06	70.00	TIME TRANSACTIONS -MARCH
			Total for check: 90471		**84.00**	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ZEP SALES & SERVICE	90472	4/9/2026	9012611208	731-1022-541.30-18	683.26	SUPPLIES
			Total for check: 90472		**683.26**	
					137,026.29	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
APPLETON SCHOOL DISTRICT	90473	4/14/2026	TAX SETTLEMENT	100-0000-203.05-00	192,114.09	TAX SETTLEMENT
			Total for check: 90473		**192,114.09**	
CALUMET COUNTY TREASURER	90474	4/14/2026	TAX SETTLEMENT	100-0000-203.01-00	135,872.71	TAX SETTLEMENT
			Total for check: 90474		**135,872.71**	
FOX VALLEY TECHNICAL COLLEGE	90475	4/14/2026	TAX SETTLEMENT	100-0000-203.04-00	138,337.60	TAX SETTLEMENT
			Total for check: 90475		**138,337.60**	
MENASHA JOINT SCHOOL DISTRICT	90476	4/14/2026	TAX SETTLEMENT	100-0000-203.03-00	1,641,470.96	TAX SETTLEMENT
			Total for check: 90476		**1,641,470.96**	
WINNEBAGO COUNTY TREASURER	90477	4/14/2026	TAX SETTLEMENT	100-0000-203.02-00	494,135.39	TAX SETTLEMENT
			Total for check: 90477		**494,135.39**	
					2,601,930.75	

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AMAZON CAPITAL SERVICES	90478	4/16/2026	14DD-RL4D-XJHF	100-0801-521.30-10	38.90	FILE ORGANIZER-PD
		4/16/2026	1JYP-NDMJ-9LT4	100-0801-521.30-10	68.58	NOISE CANCELLING HEADPHONES (2)
		4/16/2026	1RKY-1GF4-9VF9	100-0801-521.30-13	28.22	CLEANING SUPPLIES-PD
				100-0801-521.30-18	17.40	BANDAGES-PD
		4/16/2026	1WJ3-RJ6Y-FDPN	100-0801-521.34-04	43.34	PUBLIC SAFETY CYCLING COMPLETE GUIDE
		4/16/2026	1XGQ-R1HJ-9PMK	100-0801-521.29-04	101.91	VEHICLE MAINTENANCE CHARGE GUARD
			Total for check: 90478			
					298.35	
CITY OF APPLETON	90479	4/16/2026	19898	100-0918-531.21-06	500.00	EMERGENCY PREPAREDNESS- APRIL 2026
		4/16/2026	19928	100-0302-542.25-01	21,029.00	APRIL-TRANSIT SERVICES
			Total for check: 90479			
					21,529.00	
AT&T MOBILITY	90480	4/16/2026	287358197660	100-0801-521.22-01	780.71	SQUAD WIRELESS -POLICE
		4/16/2026	287363863468	100-0702-552.22-01	82.48	PARK LOCATION CAMERAS
				100-0801-521.22-01	41.24	POLICE INTERSECTION CAMERAS
			Total for check: 90480			
					904.43	
BAYCOM INC	90481	4/16/2026	EQUIPINV_060142	470-0801-521.80-03	17,938.00	CAMERA EQUIPMENT/LICENSE,ACCESSORY KIT
			Total for check: 90481			
					17,938.00	
BOBCAT PLUS	90482	4/16/2026	1G62277	731-1022-541.38-04	314.10	SKID SHOE
		4/16/2026	IA22562	731-1022-541.38-03	160.77	OIL FILTERS
			Total for check: 90482			
					474.87	
CHARTER COMMUNICATIONS	90483	4/16/2026	095528601040126	100-0101-511.22-01	3.44	PHONE BILL-MAYOR
				100-0201-512.22-01	2.18	PHONE BILL-ATTORNEY
				100-0202-512.22-01	5.51	PHONE BILL-PERSONNEL
				100-0203-512.22-01	4.53	PHONE BILL-CLERK
				100-0301-523.22-01	4.97	PHONE BILL-BUILD INSPECT
				100-0304-562.22-01	8.15	PHONE BILL-COM DEV
				100-0401-513.22-01	10.99	PHONE BILL-FINANCE

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CHARTER COMMUNICATIONS...	90483...	4/16/2026...	095528601040126...	100-0402-513.22-01	2.24	PHONE BILL-ASSESSOR	
				100-0502-522.22-01	13.65	PHONE BILL-EOC	
				100-0601-551.22-01	57.94	PHONE BILL-LIBRARY	
				100-0702-552.22-01	9.22	PHONE BILL-RECREATION	
				100-0703-553.22-01	15.48	PHONE BILL-PARKS	
				100-0704-552.22-01	4.81	PHONE BILL-POOL	
				100-0801-521.22-01	85.44	PHONE BILL-POLICE	
				100-0903-531.22-01	16.72	PHONE BILL-HEALTH	
				100-0920-531.22-01	4.49	PHONE BILL-SENIOR CTR	
				100-1001-514.22-01	24.66	PHONE BILL-CITY HALL	
				100-1002-541.22-01	14.36	PHONE BILL-ENGINEERING	
				100-1008-541.22-01	1.30	PHONE BILL-SIGN	
				207-0000-123.00-00	9.15	PHONE BILL-MARINA	
				731-1022-541.22-01	8.85	PHONE BILL-GARAGE	
				743-0403-513.22-01	5.23	PHONE BILL-I.T.	
			Total for check: 90483		**313.31**		
CIVICPLUS LLC	90484	4/16/2026	367952	100-0405-513.21-08	123.46	MEETING RECORDING	CLOSED CAPTIONING-FEB/MAI
			Total for check: 90484		**123.46**		
CLEAR WATER CAR WASH	90485	4/16/2026	6951	100-0801-521.29-04	179.99	INTERIOR DETAIL/CLEANING	
			Total for check: 90485		**179.99**		
UNEMPLOYMENT INSURANCE	90486	4/16/2026	692132-000-5	100-1019-552.15-09	1,826.60	BENEFIT CHARGES	3/1/26-3/31/26
			Total for check: 90486		**1,826.60**		
E.H. WOLF & SONS, INC	90487	4/16/2026	483046	731-1022-541.38-03	1,091.25	LUBRICANTS	
			Total for check: 90487		**1,091.25**		
FACTORY MOTOR PARTS CO	90488	4/16/2026	18-2355462	731-1022-541.38-03	58.67	LUBE FILTERS	
		4/16/2026	18-2356173	731-1022-541.38-03	11.46	LUBE FILTER	

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FACTORY MOTOR PARTS CO...	90488...	4/16/2026	18-2356335	731-1022-541.38-03	312.86	CAR BATTERY	
		4/16/2026	50-6683720	731-1022-541.38-03	306.10	55 GAL DRUM	
			Total for check: 90488				
					689.09		
FOX VALLEY TECHNICAL COLLEGE	90489	4/16/2026	SPINV031678	100-0801-521.19-03	134.50	CLASS REGISTRATION	NEW RECRUIT OFFICER (E53)
			Total for check: 90489				
					134.50		
JOE'S POWER CENTER	90490	4/16/2026	210913	731-1022-541.38-03	6.99	CAP	
			Total for check: 90490				
					6.99		
JT ENGINEERING INC	90491	4/16/2026	250126-8	470-0703-553.80-05	2,301.32	HIGH CLIFF CONNECTION	PR-2027-005
			Total for check: 90491				
					2,301.32		
JX ENTERPRISES INC	90492	4/16/2026	24138990P	731-1022-541.38-03	714.78	PIPE/CLAMP	
			Total for check: 90492				
					714.78		
KLINK HYDRAULICS LLC	90493	4/16/2026	CJ1229	731-1022-541.38-03	95.09	HYDRAULIC FITTINGS	
		4/16/2026	CJ1244	731-1022-541.38-03	236.94	FITTINGS PARTS	
		4/16/2026	CJ1250	731-1022-541.38-03	146.70	PARTS	
		4/16/2026	JG1382	731-1022-541.38-03	8.04	ADAPTER	
		4/16/2026	TV900	731-1022-541.38-03	57.95	HOSE/V-BELT	
			Total for check: 90493				
					544.72		
INTERSTATE BILLING SERVICES	90494	4/16/2026	R105021025:02	731-1022-541.29-04	741.75	OUTSIDE VEHICLE REPAIR	
		4/16/2026	X105091418:01	731-1022-541.38-03	145.70	FILTER ELEMENT	
			Total for check: 90494				
					887.45		
LAZER UTILITY LOCATING LLC	90495	4/16/2026	2424	601-1020-543.21-02	249.56	MARCH-SANITARY LOCATES	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
LAZER UTILITY LOCATING LLC...	90495...	4/16/2026...	2424...	625-1010-541.21-02	235.28	MARCH-STORM LOCATES
			Total for check: 90495		**484.84**	
M RUGGED MOBILE TECHNOLOGY	90496	4/16/2026	26-1029	100-0801-521.29-04	1,153.50	VEHICLE ACCESSORIES
			Total for check: 90496		**1,153.50**	
GISELLE MARTINEZ	90497	4/16/2026	RENTAL DEP REFD	100-0000-201.11-00	80.00	RENTAL SECURITY DEPOSIT REFUND
			Total for check: 90497		**80.00**	
MENASHA JOINT SCHOOL DISTRICT	90498	4/16/2026	LOTTERY CREDIT	100-0000-412.00-00	26,102.40	MOBILE HME LOTTERY CREDITAPRIL 2026
			Total for check: 90498		**26,102.40**	
POSTMASTER	90499	4/16/2026	STAMPS	100-1006-541.30-11	78.00	STAMPS
				266-1027-543.30-11	78.00	STAMPS
				266-1028-543.30-11	78.00	STAMPS
			Total for check: 90499		**234.00**	
MENASHA ROTARY	90500	4/16/2026	SPONSORSHIP	826-0000-465.07-00	500.00	BREWS ON BAGO SPONSER
			Total for check: 90500		**500.00**	
MENASHA UTILITIES	90501	4/16/2026	MARCH ST LIGHTS	100-1012-541.22-03	10,156.20	MARCH STREET LIGHTING
			Total for check: 90501		**10,156.20**	
MICROSPUNK LLC	90502	4/16/2026	20261375	743-0403-513.21-04	1,725.00	IT SERVICES CORE SWITCH & FIREWALL
			Total for check: 90502		**1,725.00**	
N&M AUTO SUPPLY	90503	4/16/2026	857323	731-1022-541.38-04	23.31	STOPLIGHT SWITCH
		4/16/2026	857340	731-1022-541.38-03	5.22	PARTS

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
N&M AUTO SUPPLY...	90503...	4/16/2026	857378	731-1022-541.38-03	11.84	BELT
			Total for check: 90503		**40.37**	
NIELSON COMMUNICATIONS INC	90504	4/16/2026	AR40801	100-0801-521.29-04	2,346.54	COMM ACCESSORIES
			Total for check: 90504		**2,346.54**	
PACKER CITY INTL TRUCKS INC	90505	4/16/2026	X103162408:01	731-1022-541.38-03	(171.44)	SENSOR
					171.44	SENSOR
		4/16/2026	X103163563:02	731-1022-541.38-03	52.59	AIR FILTER
			Total for check: 90505		**52.59**	
QUENCH USA INC	90506	4/16/2026	INV10713201	100-0801-521.30-18	99.00	WATER FLAVORING
			Total for check: 90506		**99.00**	
REDI-WELDING CO	90507	4/16/2026	15577	731-1022-541.38-03	489.57	METAL FABRICATION PARTS
			Total for check: 90507		**489.57**	
REINDERS INC	90508	4/16/2026	2741246-00	100-0703-553.30-18	116.04	REPLACEMENT SCREEN
		4/16/2026	2741589-00	100-0703-553.30-18	364.59	PESTICIDE/FERTILIZER
			Total for check: 90508		**480.63**	
RENNING LEWIS & LACY SC	90509	4/16/2026	7354734	100-0201-512.21-01	1,175.96	OUTSIDE LEGAL SERVICES THE BRIN LAWSUIT
			Total for check: 90509		**1,175.96**	
RUEKERT & MIELKE INC	90510	4/16/2026	162621	601-1020-543.21-02	2,352.50	INDUSTRIAL USER DISCHARGETRANSCONTIN./INTERTAP
		4/16/2026	162622	601-1020-543.21-02	195.00	SEWER BILLING SERVICES 1/24/26-2/20/26
		4/16/2026	162947	601-1020-543.21-02	239.25	INDUSTRIAL USER DISCHARGETRANSCONTINENTAL PER

AP Check Register
Check Date: 4/16/2026

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
RUEKERT & MIELKE INC...	90510...	4/16/2026	162948	601-1020-543.21-02	390.00	SEWER BILLING SERVICES 2/21/26-3/20/26
			Total for check: 90510		**3,176.75**	
SECURIAN FINANCIAL GROUP INC	90511	4/16/2026	002832L	100-0000-204.07-00	3,328.23	MAY LIFE INSURANCE
			Total for check: 90511		**3,328.23**	
SERVICE MOTOR COMPANY	90512	4/16/2026	P21185	731-1022-541.38-03	87.46	FILTERS
			Total for check: 90512		**87.46**	
SERVICEMASTER BUILDING MAINTENANCE	90513	4/16/2026	48719	100-0920-531.20-01	480.00	JANITORIAL SERVICE -SENIOR CENTER
			Total for check: 90513		**480.00**	
SITEONE LANDSCAPE SUPPLY	90514	4/16/2026	164566024-001	100-0703-553.30-18	461.55	GRASS SEED
			Total for check: 90514		**461.55**	
SMT MANUFACTURING & SUPPLY LLC	90515	4/16/2026	0088016-IN	731-1022-541.38-03	13.43	V-BELT
		4/16/2026	0088037-IN	731-1022-541.38-03	48.57	BEARING
			Total for check: 90515		**62.00**	
SUPERION LLC	90516	4/16/2026	461310	743-0403-513.24-04	3,689.82	FINANCIAL SOFTWARE-MAY
			Total for check: 90516		**3,689.82**	
THEDACARE	90517	4/16/2026	12100529	100-0801-521.21-05	85.00	VENIPUNCTURE (2)
			Total for check: 90517		**85.00**	
THEDACARE AT WORK	90518	4/16/2026	382632	100-0202-512.21-05	68.00	EMPLOYEE SCREENING
		4/16/2026	382798	100-0901-515.21-05	33.00	EMPLOYEE SCREENING AUDIOGRAM
			Total for check: 90518		**101.00**	

AP Check Register
Check Date: 4/16/2026

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
THOMSON REUTERS - WEST	90519	4/16/2026	853435532	100-0201-512.34-02	496.74	WESTLAW LEGAL RESEARCH SOFTWARE SUBSCRIPTIO
			Total for check: 90519		**496.74**	
AYSIA TOM	90520	4/16/2026	RENTAL DEP REFD	100-0000-201.11-00	25.00	RENTAL SECURITY DEPOSIT REFUND
			Total for check: 90520		**25.00**	
UNIFORM SHOPPE	90521	4/16/2026	15234	100-0801-521.19-03	85.90	CAP, CAP STRAP
			Total for check: 90521		**85.90**	
WALTER PROPERTIES LLC	90522	4/16/2026	REFUND	100-0000-441.13-00	35.28	SA REFUSE BILLING PARTIALREFUND-OWNER CHANGE
			Total for check: 90522		**35.28**	
WINNEBAGO COUNTY CLERK OF COURTS	90523	4/16/2026	REPORT #26-1985	100-0000-201.03-00	285.00	REPORT #26-1985
			Total for check: 90523		**285.00**	
WINNEBAGO COUNTY TREASURER	90524	4/16/2026	135686	100-1016-543.25-01	20,817.44	RES
				100-1017-543.25-01	6,206.48	COM
				266-1027-543.25-01	1,173.10	SS
			Total for check: 90524		**28,197.02**	
WPPI ENERGY	90525	4/16/2026	INV24423	310-0409-571.61-01	494.50	STREET LIGHTING PROJECT -APRIL
					1,010.30	LED STREETLIGHT PROJECT -APRIL
					283.33	LED STREETLIGHT PROJECT -APRIL
				731-1022-541.82-01	1,176.09	SOLAR PV-PUBLIC WORKS -APRIL
					769.99	SOLAR PV-PUBLIC WORKS -APRIL
			Total for check: 90525		**3,734.21**	

AP Check Register
Check Date: 4/16/2026

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ZANDER PRESS INC	90526	4/16/2026	118619	100-0401-513.29-01	669.64	#9 TINTED WINDOW ENVELOPE-FINANCE
			Total for check: 90526		**669.64**	
					140,079.31	

MEMORANDUM

DATE April 15 2026

TO Honorable Mayor and Common Council

FROM Andrew Dane, Community Development Director

RE Offer to Purchase (800 9th Street, Lot 2)

Purpose

The purpose of this memo is to provide background information on a potential City acquisition of 800 9th Street Lot 2 (9th Street Quarry). The property owner has approached the City with interest in selling the site and has prepared the attached Offer to Purchase for City consideration. The analysis below outlines the primary and secondary reasons for considering acquisition and identifies potential long-term public benefits.

Background

The 9th Street Quarry consists of approximately 30 acres located adjacent to existing municipal service areas. The City currently owns approximately 17 acres situated within the interior of the quarry. This internal ownership limits functional use of the land and complicates long-term planning. Acquisition of the surrounding parcel would consolidate control of the site, resolve fragmented ownership, and provide long-term operational stability for municipal activities.

Primary Rationale for Acquisition

Department of Public Works staff have identified significant long-term operational benefits from securing full control of the quarry site for municipal fill and dump operations.

Key factors include:

- Central location allows short-haul distances from projects across the city, reducing time, fuel use, and equipment wear.
- The City's existing 17-acre fill site is gradually reaching capacity; expanded acreage at the quarry would extend the life of municipal disposal operations and reduce reliance on private disposal facilities.
- Without a City-controlled dump site, disposal of excavated material would cost approximately $65 per load ($20 disposal fee plus 0.5 hours of trucking at $90 per hour).
- If the purchase price were approximately $500,000, the avoided-cost threshold would be roughly 7,700 loads of excavated material (about 100,000 cubic yards).

- Based on site acreage, approximately 2 feet of fill across the property would offset acquisition costs through avoided disposal charges.
- Consolidating the City's existing 17-acre interior parcel with the surrounding acreage strengthens long-term operational viability and creates a unified site for future municipal needs.
- Stormwater and sanitary sewer utility funding may be applied toward acquisition costs because the projected operational savings directly benefit these utility accounts.

Operational context includes:

- 52 miles of sanitary main, 85 miles of storm sewer, and 59 miles of water main.
- 74 miles of roadway with ongoing reconstruction and utility replacement needs.
- Replacement of 17 miles of sewer at 10 feet deep and 3.5 feet wide would generate roughly the fill needed to justify acquisition.
- 2024 work included approximately 1.5 miles of utility installation and 0.9 miles of road reconstruction; the 2023 Brin underground detention project generated roughly 16,000 cubic yards of excavation.

These factors indicate consistent long-term demand for municipal fill capacity. Additional acreage would provide long-term stability for construction operations, reduce out-of-city disposal costs, and improve efficiency.

Secondary Benefits

Additional public and organizational benefits associated with acquisition include:

- Boundary alignment: Annexing the parcel into Menasha's municipal limits would simplify service jurisdictions and support orderly urban development.
- Housing development potential: Portions of the site may be suitable for residential development following reclamation and engineering review.
- Future park/open space opportunities: The reclaimed quarry could support passive recreation areas, trail corridors, or natural open space in the long-term.
- Public Works operations support: The site could provide long-term capacity for snow storage, compost operations, material stockpiling, and related functions.
- Land use control: City ownership ensures that long-term use aligns with community goals and avoids incompatible private development in the quarry.

Due Diligence

The Plan Commission recommended approval of the property acquisition at its February 2nd, 2026, meeting. An appraisal was completed for the property, which identified a value of $495,000. Per Common Council direction, staff negotiated a $495,000 Offer to Purchase (OTP) with the owner, in line with the appraisal. The OTP is contingent upon a Phase One environmental investigation, which has yet to be completed. The following language shall be inserted as a contingency in the final OTP:

CLOSING IS CONTINGENT ON BUYER CONDUCTING, AND OWNER COOPERATING IN*, A PHASE 1 ENVIRONMENTAL SITE ASSESSMENT THAT IS SATISFACTORY TO BUYER, IN BUYER'S SOLE DISCRETION. SHOULD SAID ASSESSMENT REVEAL ANY CONDITIONS THAT ARE DEEMED UNACCEPTABLE OR OTHERWISE NOT SATISFACTORY TO BUYER, BUYER MAY TERMINATE THIS OFFER.

*OWNER ACCEPTS THE BELOW RESPONSIBILITIES OF OWNER AS STATED IN THE SCOPE OF WORK FOR THE PHASE I ENVIRONMENTAL SITE ASSESSMENT:
1. Allowing access to property
2. Phase I Environmental Site Assessment
a. Recognize that the Phase I Environmental Site Assessment will not necessarily reveal the presence of concealed disposal areas, unknown former tanks, existing underground storage tanks (which lack visible above ground features,) or other unknown potential concerns.
b. Acknowledges that the effectiveness of the Phase I Environmental Site Assessment is predicated upon complete and truthful disclosures by the client, property owner, and other knowledgeable parties.

3. Complete Environmental Site Assessment Owner questionnaire.

Recommended Staff Action
Approve Offer to Purchase for the 800 9th Street Lot 2 (9th Street Quarry) property not to exceed $495,000, contingent upon a favorable Phase 1 environmental assessment.

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON 1/14/2026 **[DATE] IS (~~AGENT OF BUYER~~)**
(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

The Buyer, CITY OF MENASHA, OR ASSIGNS
offers to purchase the Property known as APPROX 28 ACRES OF LAND AT 800 NINTH STRET PIN #12103531502

[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or attach as an addendum per line 686] in the VILLAGE of FOX CROSSING, County of WINNEBAGO Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is FOUR HUNDRED NINETY-FIVE THOUSAND Dollars ($ 495,000.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items:

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included. Annual crops are not part of the purchase price unless otherwise agreed.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-13) and the following:

CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in an addendum per line 686.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before April 24, 2026.
Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for <u>both</u> binding acceptance and performance.

CLOSING This transaction is to be closed on a NOT TO EXCEED 180 DAYS FOLLOWING ACCEPTANCE.
at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY

■ EARNEST MONEY of $ _____ accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ _____ will be mailed, or commercially, electronically or personally delivered within _____ days ("5" if left blank) after acceptance.
All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____) **STRIKE THOSE NOT APPLICABLE**
(listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____ _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

VACANT LAND DISCLOSURE REPORT ~~Wisconsin law requires owners of real property that does not include any buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . ., to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.~~

PROPERTY CONDITION REPRESENTATIONS ~~Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer signing this~~ Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

~~"Conditions Affecting the Property or Transaction" are defined to include:~~

~~a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.~~

~~b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~

~~c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.~~

~~d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.~~

~~e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.~~

~~f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in~~

soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

~~aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.~~
~~bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).~~
~~cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.~~

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

MANAGED FOREST LAND: If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL) program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit https://dnr.wisconsin.gov/topic/forestry .

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Bureau or visit http://www.revenue.wi.gov/ .

FARMLAND PRESERVATION: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/ .

SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/ . Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 256-281.

Proposed Use: Buyer is purchasing the Property for the purpose of:_____

_____

_____ **[insert proposed use and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 251-255.

☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK ALL THAT APPLY ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____ .

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use: _____

_____

☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:

☐ electricity _____ ; ☐ gas _____ ; ☐ sewer _____ ;

☐ water _____ ; ☐ telephone _____; ☐ cable _____ ;

☐ other _____ .

☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

_____

_____ STRIKE AND COMPLETE AS APPLICABLE Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be reported to the Wisconsin Department of Natural Resources.

[X] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of PHASE 1 ENVIRONMENTAL _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within 60 days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **RIGHT TO CURE:** Seller (shall)(shall not) [STRIKE ONE] ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

[ ] **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____ . Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 357. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

[ ] **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

[**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT**] Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

[ ] **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall)(shall not) [STRIKE ONE] ("shall" if neither is stricken) have the right to cure. If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.
NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
[ ] **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
[ ] **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
(2) Written waiver of _____ _____ (name other contingencies, if any); and
(3) Any of the following checked below:
[ ] Proof of bridge loan financing.
[ ] Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
Other: _____
_____
[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]
[ ] **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.
HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).
CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.
CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
[X] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.
[ ] Current assessment times current mill rate (current means as of the date of closing).
[ ] Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
[ ] _____.
CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
[ ] Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)**, free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and _____ _____ _____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-523).

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 60 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____ _____ _____. Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

registered mail or make regular deliveries on that day.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, or total acreage or square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land dimensions, if material.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller or seller's agent of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:
(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:
(1) sue for specific performance; or
(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 601-608.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES

BUYER IS ACQURING THE PROPERTY IN AS-IS, WHERE-IS CONDITION WITHOUT ANY REPRESENTATIONS.

THE PROPERTY IS BEING SOLD AS PART OF AN ESTATE ADMINISTRATION AND THE PERSONAL REPRESENTATIVE HAS NO KNOWLEDGE OF THE PROPERTY OR ANY CONDITIONS AFFECTING THE PROPERTY.

~~CLOSING IS CONTINGENT ON BUYER CONDUCTING A SATISFACTORY PHASE 1 ENVIRONMENTAL STUDY. SHOULD SAID STUDY REVEAL ANY CONDITIONS THAT ARE NOT ACCEPTABLE TO BUYER, THIS OFFER MAY BE TERMINATED.~~

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 668-683.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 670 or 671.

Name of Seller's recipient for delivery, if any: ATTY. WILL MCKINLEY

Name of Buyer's recipient for delivery, if any: ANDREW DANE

[ ] (2) Fax: fax transmission of the document or written notice to the following number:

Seller: (_____) _____ Buyer: (_____) _____

[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 679 or 680.

[ ] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: _____

Address for Buyer: _____

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Email Address for Seller: william-mckinley@mennlaw.com

Email Address for Buyer: adane@menashawi.gov

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

[ ] **ADDENDA:** The attached _____ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Atty. Will McKinley | Menn Law Firm, Ltd.

_____

(x) _____

Buyer's Signature ▲ Print Name Here ▶ Date ▲

(x) _____

Buyer's Signature ▲ Print Name Here ▶ Date ▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

Signed by:

(x) Craig Youngbeck Craig Youngbeck 3/9/2026

0B8A1326A28040A...

Seller's Signature ▲ Print Name Here ▶ Date ▲

(x) _____

Seller's Signature ▲ Print Name Here ▶ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____

Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

MEMORANDUM

DATE April 16 2026

TO Honorable Mayor and Common Council

FROM Andrew Dane, Community Development Director

RE Phase 1 Environmental Site Assessment (800 9th Street, Lot 2)

Purpose

The purpose of this memo is to provide background information on a Phase 1 environmental assessment required prior to acquisition of 800 9th Street Lot 2 (9th Street Quarry).

Phase 1 Environmental Assessment

Davel Engineering has submitted a Phase 1 proposal in the amount of $4,900. A Phase I Environmental Site Assessment evaluates a property for potential environmental contamination risk prior to acquisition or development by reviewing historical land use records and regulatory databases, conducting a site inspection for visible signs of contamination, assessing adjoining properties and surrounding land uses, and, when applicable, interviewing current or past owners or local officials; the assessment identifies Recognized Environmental Conditions and determines whether further investigation, typically a Phase II subsurface analysis, is warranted to support due diligence, limit liability under federal standards, and inform development or financing decisions.

Recommended Action

Council is recommended to approve the Phase 1 Environmental assessment not to exceed $4,900, contingent upon contractor's acceptance of attached Indemnification and Insurance documents.

January 29, 2026

PROPOSAL

To: Matt Larsen
City of Menasha
100 Main St.
Menasha, WI 54952
Telephone: (920) 967-3652
Email: mlarsen@menashawi.gov

From: Travis A. Stuck, P.W.S.
Davel Engineering & Environmental, Inc.
1164 Province Terrace
Menasha, WI 54952
Telephone: (920) 560-6567
Email: travis@davel.pro

Project: **Parcel 12103531502, Village of Fox Crossing**
Description: **Phase 1 Environmental Site Assessment**

Dear Mr. Larsen:

Thank you for the opportunity to provide you with this proposal for the above project located in the Village of Fox Crossing, Winnebago County. I am familiar with the project site based on the information provided.

I have summarized below the scope of services, which are in accordance with your request for proposals, and related fees for the professional services to be provided by Davel Engineering & Environmental, Inc.

Scope of Services

Phase & Description

Phase I Environmental Site Assessment

A. To be performed in accordance with ASTM Practice E1527-21 “Standard Practice for Environmental Site Assessments”
B. Visual walk-through survey of the properties to establish the general appearance of the site and look for above-ground and underground storage tanks, transformers, ponds, or lagoons, disposal areas, distressed vegetation, or other overt signs of potentially hazardous materials.
C. Review site topography, including obvious fill areas, or changes to apparent drainage patterns and waterways.
D. Review of local, tribal, state and federal agency databases for known or potential environmental concerns of the subject site or adjacent properties. The records review is limited to information that is practically reviewable as defined in ASTM.
E. Review readily available historical source documents that may include aerial photographs, plat maps, fire insurance maps, property tax files, USGS topographic maps, local street directories, building department records, fire department records and/or local zoning /land use records. The records review is limited to information that is reasonably ascertainable, practically reviewable and likely to be useful as defined in ASTM.
F. Review of owner provided information, if provided by the client for use:
    1. Recorded land title records, and/or a non-environmental chain of title.
    2. Environmental, Geotechnical, Hydrogeologic or Risk Assessment Reports.
    3. Environmental Site Assessment Owner Questionnaire prepared by the property owner representative most knowledgeable about the site.
    4. Environmental Site Assessment User Questionnaire completed by the client (presumed user of the Phase I Environmental Site Assessment.) A user is defined by ASTM as “the party seeking to use Practice E-1527 to complete an environmental site assessment of the property,” such as a potential purchase, tenant, owner, lender or property manager.
G. Environmental Professionals Opinion of the impact on the property of the recognized environmental conditions and whether or not additional research is needed or if significant data gaps existing the site history.

Fee Summary

A bill for services rendered will be submitted to the client monthly as the project progresses. The fees outlined below reflect fixed fees. Fees cover all labor and materials necessary to perform the above work.

Professional Services:

Phase I Environmental Site Assessment	**$ 4,900**

Out of Scope Work

Unless specifically outlined in the above scope of services, other services that may become necessary are not included in this proposal. For the purpose of clarification of related scope items, the following phases of work are specifically out of scope.

1. Civil Engineering Services
2. Survey Services
3. Phase II Environmental Site Assessment
    a. Physical Sampling in soil, groundwater, building materials, chemicals or other materials present
    b. Surveys for asbestos, radon, lead based paint, lead in drinking water, wetland delineation, regulatory compliance, cultural or historic resources, health and safety, industrial hygiene, indoor air quality, biological agents, mold, and other environmental risk items including but not limited to those listed in Section 13 of ASTM E-1527-21
4. Inspections requiring confined space entry or other unsafe areas

Responsibility of the Owner

1. Allowing access to property
2. Phase I Environmental Site Assessment
    a. Recognize that the Phase I Environmental Site Assessment will not necessarily reveal the presence of concealed disposal areas, unknown former tanks, existing underground storage tanks (which lack visible above ground features,) or other unknown potential concerns.
    b. Acknowledges that the effectiveness of the Phase I Environmental Site Assessment is predicated upon complete and truthful disclosures by the client, property owner, and other knowledgeable parties.

Additional Services

Other required service may become necessary during the course of the project. As the need arises, additional services, if authorized by the Owner, will be based on an agreed upon fee.

Schedule

I can schedule the work on this project as soon as I receive a signed copy of this agreement, the information described above and a completed Contacts to be Identified sheet along with the User/Owner Questionnaire(s).

General Terms and Conditions

The attached General Terms and Conditions are incorporated into the agreement made by acceptance of this proposal.

If you would like us to proceed with the work, please authorize by signing below, and returning a copy to our office. We can commence the research after we receive the questionnaire(s) and Contacts to be Identified sheet.

If you have any questions about this proposal, please let me know. I would be happy to meet with you or your client to go over this proposal, project, or my qualifications in detail.

Sincerely,

Travis A. Stuck, CST, PWS., WI-Professionally Assured Delineator
Environmental Department Coordinator & Senior Scientist

"I hereby accept the terms and conditions of this agreement, specifically including the terms set forth on the following page."

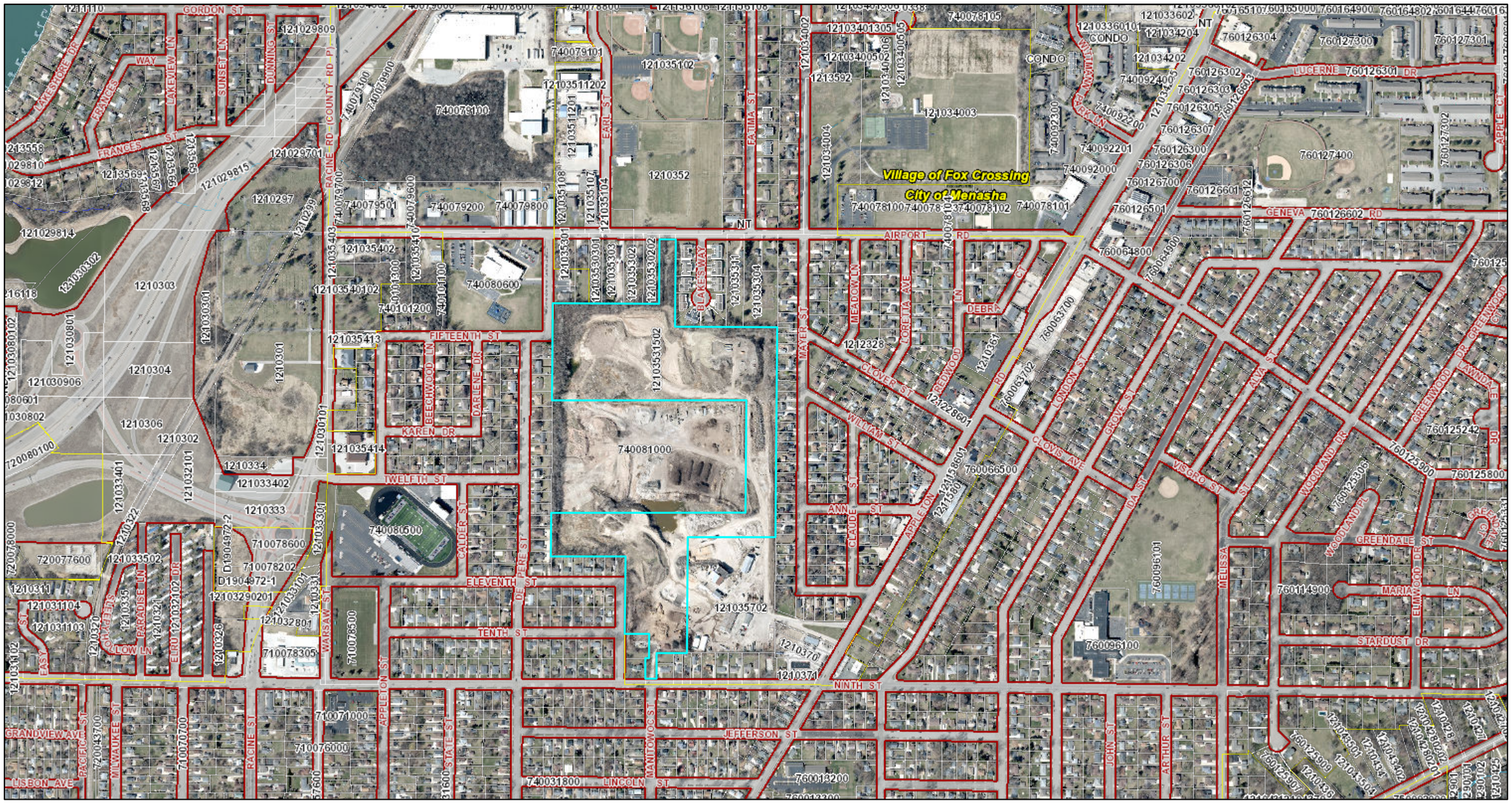
Accepted By: _____ Date:_____
Signature

_____
Print Name and Title

Invoice Delivery Method

☐ Email
☐ Mail

Scope Map



1/29/2026, 3:27:28 PM

1:6,719

Adjacent Counties

Lakes, Ponds and Rivers

Navigable Waterways

Navigable - Permanent (unchecked)

Navigable - Intermittent (unchecked)

Navigable - Stream (unchecked)

Navigable - Permanent (checked)

Navigable - Intermittent (checked)

Navigable - Stream (checked)

Tax Parcel Boundary

Road ROW

Municipal Boundary

2025 Air Photo

Red: Band_1

Green: Band_2

Blue: Band_3

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Winnebago County GIS

Phase 1 Environmental (per ASTM E1527-21)
Contacts to be Identified

Key Site Manager: *(the person identified by the owner or operator as having good knowledge of the uses and physical characteristics of the property)*

Name: _____
Address: _____
Email: _____
Phone: _____

Major Occupants: *(those tenants, subtenants or other persons or entities each of which uses at least 40% of the leasable area of the property or any anchor tenant when property is shopping center)*

Name: _____
Address: _____
Email: _____
Phone: _____

Name: _____
Address: _____
Email: _____
Phone: _____

Occupants: *(those tenants, subtenants or other persons or entities currently using the property)*

Name: _____
Address: _____
Email: _____
Phone: _____

Name: _____
Address: _____
Email: _____
Phone: _____

Operator : *(the person(s) responsible for the overall operation of a facility)*

Name: _____
Address: _____
Email: _____
Phone: _____

Name: _____
Address: _____
Email: _____
Phone: _____

User/Buyer: *(the party seeking the Environmental Site Assessment)*

Name: _____
Address: _____
Email: _____
Phone: _____

Davel Engineering & Environmental, Inc. ("Davel") Terms and Conditions

1. Exclusive Terms. These terms and conditions govern all Davel quotes and/or this is an order acknowledgement which acknowledges that Buyer (as listed on the relevant contract) and Davel have entered into a contract on the terms and conditions in Davel's quote and herein. This is not an acceptance of any offer or counter-offer of Buyer and serves as an objection to any additional or inconsistent terms, conditions, or limitations contained in or incorporated by reference in any form, purchase order, or other document of Buyer. If, notwithstanding the foregoing, this is deemed by a court or arbitrator an acceptance of an offer or counter-offer by Buyer, such acceptance is expressly made conditional on Buyer's assent to the terms and conditions set forth herein, and if this is deemed by a court or arbitrator to constitute an offer or counter-offer by Davel, acceptance of such offer is expressly limited to the terms and conditions set forth herein and in Davel's quote. In any case, the terms and conditions set forth herein and in Davel's quote are the only terms and conditions to which Davel will agree, and supersede all prior statements, proposals, negotiations, representations, and agreements and shall constitute the entire agreement between Davel and Buyer (the "Terms"). The Terms herein can be modified, altered, or added to only by a subsequent written instrument signed by an authorized officer of Davel.

2. Payment and Terms. The sales price is as stated on Davel's quote, and the services to be provided are limited to those specifically delineated on said quote. Payment is due within thirty (30) days of the date of Davel's invoice, time being of the essence. Accounts past due shall be charged a late fee of 1.5% per month (or 1.0% per month if a "consumer transaction" as defined under applicable law), or the maximum amount permitted by law (if less). Buyer shall be liable to Davel for all costs of collection, including but not limited to reasonable attorney fees, incurred by Davel in connection with actions or efforts to collect any balance owed by Buyer.

3. Price Changes; Force Majeure. Prices in Davel quotes are subject to change, without notice, at any time prior to Davel's acknowledgment of acceptance of Buyer's order. If there is a delay due to a change by Buyer or as a result of any delay or change on Buyer's part, the price and schedule agreed upon at time of acceptance of order is subject to change. If the delivery date is more than sixty (60) days after Buyer's order, the sales price may be increased to reflect the increase in the cost of materials, parts and supplies, or labor costs, realized by Davel prior to delivery. Davel shall not be liable for any failure of any performance occasioned by war, labor shortage, late or non-delivery by suppliers to Davel, breakdown of machinery, materials shortage, fire, flood or by any act of God, or by any other cause beyond the control of Davel. Time is not of the essence with respect to Davel's performance hereunder.

4. Limitation of Warranty. Davel shall not be liable to Buyer or anyone claiming by, through, or under Buyer for any error of judgment or mistake of law or for any loss, except a loss resulting from willful malfeasance, bad faith or gross negligence on the part of Davel. DAVEL MAKES NO ADDITIONAL WARRANTIES WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE GOODS OR SERVICES ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

~~5. Limitation of Liability. Notwithstanding any other provision, the total liability, in the aggregate, of Davel and Davel's officers, directors, employees, and agents to Buyer for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the goods or services provided by Davel shall not exceed the amounts actually received by Davel from Buyer. Notwithstanding any other provision, Davel and Davel's officers, directors, employees, and agents shall not be liable to Buyer for any special, incidental, indirect or consequential damages whatsoever. Any and all claims or causes of action by Buyer against Davel and any providers of services performed, must be instituted within ninety (90) days after completion of services or be forever waived and barred.~~

6. Exclusive Remedy. Buyer's sole and exclusive remedy for breach of any warranty hereunder shall be the repair or replacement of any defective goods or services, at Davel's expense. Davel shall have no liability under the foregoing warranty unless Buyer, at its expense, has provided Davel a clear written statement describing the alleged defect, its consequences and, if applicable, returned any allegedly defective product to Davel.

7. Design; Scope. Except as otherwise agreed in Davel's quote, Davel reserves all intellectual property rights related to work done and work product produced by Davel, and all background knowledge utilized in preparing such work product. Davel shall not specify construction or service-related procedures and shall not manage or supervise or control or have charge of construction, nor shall Davel implement or be responsible for health and

safety procedures; and Davel shall not be responsible for the acts or omissions of contractors or other parties on Buyer's project(s); and shall not be responsible for construction means, methods, techniques, sequences, or procedures, nor safety precautions and program. Davel's monitoring or review of portions of any work performed under construction contracts shall not relieve Buyer from responsibility for performing work in accordance with applicable contracts.

8. Assignment. Buyer may not assign its rights under these Terms without the express prior written consent of Davel.

9. Local Law, Conditions. If laws, regulations, orders or unusual climate conditions, or Buyer specifications, require modification(s) of the goods or services, which modification(s) is not within Davel's standard or quoted specifications, Buyer shall specify in detail and pay for such modification(s) according to Davel's pricing policy in addition to the price stated in Davel's quote.

10. Governing Law; Jurisdiction. The Terms shall be governed by, and construed and enforced in accordance with, the laws of Wisconsin, exclusive of Wisconsin's conflict of laws provisions. Any and all claims, questions or disputes regarding the interpretation performance and enforceability of the Terms, the rights and remedies of the parties hereunder, and all related actions or counterclaims shall be initiated and or prosecuted exclusively in Outagamie County Circuit Court, Appleton, Wisconsin. The parties further agree to submit to the jurisdiction of said courts.

11. Dispute Resolution. In the event of any dispute or disagreement, upon the written request of either party, the official representative of both parties shall meet in person in a good faith attempt to resolve such dispute or disagreement within fifteen (15) days. If such dispute or disagreement has not been resolved by such meeting and negotiations within thirty (30) days of the initial request, prior to taking any other action, the dispute or disagreement shall be subjected to mediation within sixty (60) days of such request using a neutral and experienced third party as agreed by the parties. The only exception to the foregoing would be any necessary filing to preserve lien rights or to avoid impacts of any statute of limitations.

~~12. Indemnification. Each party shall defend, to the extent covered by applicable insurance, and indemnify the other for third party claims, damages, or liabilities to the extent actually caused by the other party's negligence, willful misconduct, or breach of the Terms.~~

13. Authority. Each individual executing the Terms on behalf of Buyer or Davel expressly represents and warrants that he or she has authority to execute and thereby bind the party on behalf of which he or she executes the Terms and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

14. Entire Agreement. The Terms is the entire agreement between the parties with respect to the transaction contemplated herein and supersedes all previous written or oral negotiations, commitments and writings. No promises, agreements, representations or warranties with respect to said transaction have been made by any of the parties except as set forth herein.

15. Amendment. The Terms may be amended or supplemented only by a separate, signed agreement expressly amending or supplementing one or more of these terms and conditions and signed by a duly authorized representative of Davel and Buyer.

16. Independent Contractor. Each party acknowledges that it is an independent contractor and is neither an agent, partner, joint venture nor employee of the other party. A party shall have no authority to bind or otherwise obligate the other party in any manner nor shall a party represent to anyone that it has a right to do so.

17. Waiver, Binding Effect, Severability. The failure of either party to insist on strict performance of the Terms by the other, according to the terms and understanding herein set forth, shall not be construed as a waiver of the right to insist on such performance and no waiver by either party of any breach by the other of any provisions hereof shall be deemed a waiver of any other prior or subsequent breach. The Terms shall bind and benefit the parties and their respective personal and legal representatives, heirs, successors and permitted assigns. Each provision of the Terms shall be considered severable, and if for any reason any provision or provisions of the Terms are determined to be invalid and contrary to any existing or future law, the invalidity shall not affect

or impair the operation of those portions of the Terms that are valid, or the application of such provisions in situations in which they are not invalid.

18. “NOTICE OF LIEN RIGHTS” AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, DAVEL HEREBY NOTIFIES OWNER THAT PERSON OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER’S LAND MAY HAVE LIEN RIGHTS ON OWNER’S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO DAVEL, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. DAVEL, AGREES TO COOPERATE WITH THE OWNER AND THE OWNER’S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Revised January 08, 2024

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Davel Engineering & Environmental, Inc. (hereinafter, "Davel") 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 Davel 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 Davel and the City of Menasha for the following Project: 2026 Parcel 12103531502 (Phase 1 Environmental Site Assessment). This indemnification, defense and hold harmless obligation shall exist for Davel 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.

Davel 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 Davel 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 Davel'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	Davel Engineering & Environmental, Inc.
_____	_____
Austin Hammond, Mayor	Print Name, Title:

INSURANCE REQUIREMENTS – DAVEL ENGINEERING & ENVIRONMENTAL, INC.

Prior to commencing Work, Davel Engineering & Environmental, Inc. (hereinafter, "Davel"), shall furnish the City of Menasha with a Certificate of Insurance indicating proof of the following insurance from insurer licensed in the State of Wisconsin and with a "Best" rating of "A-VII" or better:

1. Comprehensive General Liability* (fundamental coverage for bodily injury, property damage, and personal injury arising from the consultant's activities).
   1,000,000 each occurrence, $2,000,000 aggregate

2. Comprehensive Auto Liability
   $1,000,000 each occurrence; $2,000,000 aggregate

3. Worker's Compensation
   Statutory
   Waiver of Subrogation required unless registered as a self-insured entity within the State; sole proprietors; companies that have no employees

4. Professional Liability (Errors & Omissions)
   $1,000,000 each occurrence, $2,000,000 aggregate

5. Umbrella Liability
   $3,000,000 aggregate

6. Such insurance shall include, under the General Liability and Umbrella policies, the City of Menasha, its officers, elected officials, members of its boards and/or commissions, employees, agents, and volunteers, as "Additional Insureds". Such Certificate of Insurance shall include a thirty-day)(30) day written notice prior to cancellation or material policy change, which notice shall be given to the City of Menasha at the below address. All of the coverages, limits, and conditions are required unless waived in writing by the City of Menasha's Risk Manager (City Attorney).

7. The Additional Insured Policy Endorsement must accompany the Certificate of Insurance.

It is hereby agreed and understood that the insurance required by the City of Menasha is primary coverage and that any insurance or self-insurance maintained by the City of Menasha, its officers, elected officials, members of its boards and/or commissions, employees, agents, and volunteers will not contribute to a loss.

City of Menasha

_____
Austin Hammond, Mayor

Davel Engineering & Environmental, Inc.

_____
Travis A. Stuck, P.W.S.

MEMORANDUM

To: Common Council

From: Community Development Department/KH

Date: April 21, 2026

Re: O-5-26 An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(12), 13-1-26(f)(12), and 13-1-39(f)(11) of the Code of Ordinances, Effectively Removing the Minimum Roof Pitch in the R-1, R-2 and R-1A Districts

O-06-26 An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(13)(a), 13-1-26(f)(13)(a), 13-1-35(g)(4)(a), and 13-1-39(f)(12)(a) of the Code of Ordinances Effectively Reducing the Minimum Grage Dimensions in the R-1, R-2, R-2A, and R-1A Districts

O-7-26 An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(7), 13-1-26(f)(7), 13-1-35(a), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), and 13-1-35(i)(1) of the Code of Ordinances, Effectively Reducing the Minimum Lot Size Standards in the R-1 and R-2 Districts and Effectively Changing the Density Standards in the R-2A District.

Housing affordability is a critical issue facing communities throughout Wisconsin. The City of Menasha Housing Needs Assessment (2024) identified several underlying factors influencing affordability including lagging production, rising interest rates, and zoning and land use regulations. The report recommended City staff initiate changes to the residential zoning code to support housing production, including reducing regulatory barriers and modifying residential zoning codes.

The City of Menasha has four, single and two-family residential zoning districts which include the R-1 Single Family Residence District, R-1A Low-Density Single Family Residence District, R-2 Two-Family Residence District, and R-2A Multi-Family, Zero Lot Line Residence District.

City staff recommend the following changes to these residential zoning districts:

- Removing the minimum roof pitch requirement in all residential districts.
- Reducing the minimum garage size from 22’ x 22’ to 14’ x 22’ and eliminating required garage door size standards in all districts.
- Reducing the minimum lot size in the R-1 Single-Family Residential District.
- Clarifying and modifying the wording for minimum lot size requirements in the R-2 Two-Family Residential District.

- Establishing maximum unit standards and revising density regulations within the R-2A district.

Minimum Roof Pitch
The removal of the minimum roof pitch requirement reduces regulatory barriers providing homeowners and home builders more design flexibility. This change supports cost-conscious construction while maintaining compliance with current building codes.

Minimum Garage Requirements
The current minimum garage requirement of 22' x 22' (484 square feet) adds construction costs. Reducing the minimum to 14' x 22' (308 square feet):

- Decreases building footprint by 176 square feet per home.
- Reduces material costs (concrete, framing, roofing, siding, overhead doors).
- Lowers foundation and excavation costs.
- Allows for narrower lot designs, supporting the reduced lot size standard.

Neighboring communities do not have mandatory garage requirements at the time of new home construction. By reducing the minimum size and removing garage door size requirements, it allows for cost reduction, flexibility in design and material selection while allowing builders to tailor homes to market demand rather than prescriptive standards.

Minimum Lot Size – R-1 Single Family Residence District
Land cost is one of the most significant components of housing affordability. Larger minimum lot size requirements directly increase the cost per unit by requiring more land area for each home. By permitting smaller, code-compliant lots, the City enables the development of homes at price points more attainable to first-time buyers and seniors looking to downsize as identified in the 2024 Housing Needs Assessment.

Minimum Lot Size Requirements R-2 Two-Family Residence District
The proposed change simplifies code language and does not impact lot size requirements.

Intent and Density Standards R-2A Multi-Family Zero Lot Line Residence District
Adding the number of units allowed within the intent section of the code provides more clarity for builders seeking to build attached townhomes in the City. Changing the wording of the maximum density from square feet per unit to per acre allows flexibility in design.

The proposed changes do not eliminate development standards; rather, they modernize dimensional requirements to reflect current market conditions and construction realities.

A public hearing was held at the March 3, 2026 Plan Commission meeting, in which there was no public comment. The Plan Commission debated the proposed text amendments at great length.

Staff and Plan Commission recommend the Common Council approve Ordinance O-5-26 as presented amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(12), 13-1-26(f)(12), and 13-1-39(f)(11) of the Code of Ordinances, effectively removing the minimum roof pitch requirements in the R-1, R-2, and R-1A districts.

Staff and Plan Commission recommend the Common Council approve O-06-26 as proposed amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(13)(a), 13-1-26(f)(13)(a), 13-1-35(g)(4)(a), and 13-1-39(f)(12)(a) of the Code of Ordnances, effectively reducing the minimum garage dimensions in the R-1, R-2, R-2A, and R-1A districts.

Staff and Plan Commission recommend the Common Council approve O-7-26 as proposed amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(7), 13-1-26(f)(7), 13-1-35(a), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), and 13-1-35(i)(1) of the Code of Ordinances, effectively reducing the minimum lot size standards in the R-1 and R-2 districts and effectively changing density standards in the R-2A district.

ORDINANCE O-5-26

AN ORDINANCE AMENDING TITLE 13, CHAPTER 1, ARTICLE C, SECTIONS 13-1-25(f)(12), AND 13-1-26(f)(12) AND 13-1-39(f)(11) OF THE CODE OF ORDINANCES, EFFECTIVELY REMOVING THE MINIMUM ROOF PITCH REQUIREMENT IN THE R-1, R-2, AND R-1A DISTRICTS

INTRODUCED BY: Alderman Eisenach.

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

SECTION 1: Amend TITLE 13, CHAPTER 1, ARTICLE C, SECTION 13-1-25(f)(12) of the Code of Ordinances of the City of Menasha, Wisconsin to read as follows:

Title 13 - Zoning
Chapter 1 – Zoning Code
Article C – Zoning Districts

...

SEC. 13-1-25 R-1 SINGLE FAMILY RESIDENCE DISTRICT.

...

(f) **STANDARDS.**

...

~~(12) Minimum roof pitch --All single family dwelling units constructed in this district after the effective date of this ordinance shall ha a roof pitch of 4/12ths or greater.~~

...

SECTION 2: Amend TITLE 13, CHAPTER 1, ARTICLE C, SECTION 13-1-26(f)(12) of the Code of Ordinances of the City of Menasha, Wisconsin to read as follows:

Title 13 - Zoning
Chapter 1 – Zoning Code
Article C – Zoning Districts

...

SEC. 13-1-26 R-2 TWO FAMILY RESIDENCE DISTRICT.

...

(f) **STANDARDS.**

...

~~(12) Minimum roof pitch -- All single or two-family dwelling units constructed in this district after the effective date of this ordinance shall have a roof pitch of 4/12ths or greater.~~

...

SECTION 3: Amend TITLE 13, CHAPTER 1, ARTICLE C, SECTION 13-1-39(f)(11) of the Code of Ordinances of the City of Menasha, Wisconsin to read as follows:

Title 13 - Zoning
Chapter 1 – Zoning Code
Article C – Zoning Districts

...

SEC. 13-1-39 LOW DENSITY R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT.

...

(f) GENERAL STANDARDS.

...

~~(11)~~Minimum roof pitch ~~– -All single family dwelling units constructed in this district after the effective date of this ordinance shall ha a roof pitch of 4/12ths or greater.~~

...

SECTION 4: 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

To: Common Council

From: Community Development Department/KH

Date: April 21, 2026

Re: O-5-26 An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(12), 13-1-26(f)(12), and 13-1-39(f)(11) of the Code of Ordinances, Effectively Removing the Minimum Roof Pitch in the R-1, R-2 and R-1A Districts

O-06-26 An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(13)(a), 13-1-26(f)(13)(a), 13-1-35(g)(4)(a), and 13-1-39(f)(12)(a) of the Code of Ordinances Effectively Reducing the Minimum Grage Dimensions in the R-1, R-2, R-2A, and R-1A Districts

O-7-26 An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(7), 13-1-26(f)(7), 13-1-35(a), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), and 13-1-35(i)(1) of the Code of Ordinances, Effectively Reducing the Minimum Lot Size Standards in the R-1 and R-2 Districts and Effectively Changing the Density Standards in the R-2A District.

Housing affordability is a critical issue facing communities throughout Wisconsin. The City of Menasha Housing Needs Assessment (2024) identified several underlying factors influencing affordability including lagging production, rising interest rates, and zoning and land use regulations. The report recommended City staff initiate changes to the residential zoning code to support housing production, including reducing regulatory barriers and modifying residential zoning codes.

The City of Menasha has four, single and two-family residential zoning districts which include the R-1 Single Family Residence District, R-1A Low-Density Single Family Residence District, R-2 Two-Family Residence District, and R-2A Multi-Family, Zero Lot Line Residence District.

City staff recommend the following changes to these residential zoning districts:

- Removing the minimum roof pitch requirement in all residential districts.
- Reducing the minimum garage size from 22’ x 22’ to 14’ x 22’ and eliminating required garage door size standards in all districts.
- Reducing the minimum lot size in the R-1 Single-Family Residential District.
- Clarifying and modifying the wording for minimum lot size requirements in the R-2 Two-Family Residential District.

- Establishing maximum unit standards and revising density regulations within the R-2A district.

Minimum Roof Pitch
The removal of the minimum roof pitch requirement reduces regulatory barriers providing homeowners and home builders more design flexibility. This change supports cost-conscious construction while maintaining compliance with current building codes.

Minimum Garage Requirements
The current minimum garage requirement of 22' x 22' (484 square feet) adds construction costs. Reducing the minimum to 14' x 22' (308 square feet):

- Decreases building footprint by 176 square feet per home.
- Reduces material costs (concrete, framing, roofing, siding, overhead doors).
- Lowers foundation and excavation costs.
- Allows for narrower lot designs, supporting the reduced lot size standard.

Neighboring communities do not have mandatory garage requirements at the time of new home construction. By reducing the minimum size and removing garage door size requirements, it allows for cost reduction, flexibility in design and material selection while allowing builders to tailor homes to market demand rather than prescriptive standards.

Minimum Lot Size – R-1 Single Family Residence District
Land cost is one of the most significant components of housing affordability. Larger minimum lot size requirements directly increase the cost per unit by requiring more land area for each home. By permitting smaller, code-compliant lots, the City enables the development of homes at price points more attainable to first-time buyers and seniors looking to downsize as identified in the 2024 Housing Needs Assessment.

Minimum Lot Size Requirements R-2 Two-Family Residence District
The proposed change simplifies code language and does not impact lot size requirements.

Intent and Density Standards R-2A Multi-Family Zero Lot Line Residence District
Adding the number of units allowed within the intent section of the code provides more clarity for builders seeking to build attached townhomes in the City. Changing the wording of the maximum density from square feet per unit to per acre allows flexibility in design.

The proposed changes do not eliminate development standards; rather, they modernize dimensional requirements to reflect current market conditions and construction realities.

A public hearing was held at the March 3, 2026 Plan Commission meeting, in which there was no public comment. The Plan Commission debated the proposed text amendments at great length.

Staff and Plan Commission recommend the Common Council approve Ordinance O-5-26 as presented amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(12), 13-1-26(f)(12), and 13-1-39(f)(11) of the Code of Ordinances, effectively removing the minimum roof pitch requirements in the R-1, R-2, and R-1A districts.

Staff and Plan Commission recommend the Common Council approve O-06-26 as proposed amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(13)(a), 13-1-26(f)(13)(a), 13-1-35(g)(4)(a), and 13-1-39(f)(12)(a) of the Code of Ordnances, effectively reducing the minimum garage dimensions in the R-1, R-2, R-2A, and R-1A districts.

Staff and Plan Commission recommend the Common Council approve O-7-26 as proposed amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(7), 13-1-26(f)(7), 13-1-35(a), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), and 13-1-35(i)(1) of the Code of Ordinances, effectively reducing the minimum lot size standards in the R-1 and R-2 districts and effectively changing density standards in the R-2A district.

ORDINANCE O-6-26

AN ORDINANCE AMENDING TITLE 13, CHAPTER 1, ARTICLE C, SECTIONS 13-1-25(f)(13)(a) AND 13-1-26(f)(13)(a) AND 13-1-35(g)(4)(a), AND 13-1-39(f)(12)(a) OF THE CODE OF ORDINANCES, EFFECTIVELY REDUCING THE MINIMUM GARAGE DIMENSIONS IN THE R-1, R-2, R-2A, AND R-1A DISTRICTS

INTRODUCED BY: Alderman Eisenach.

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

SECTION 1: Amend TITLE 13, CHAPTER 1, ARTICLE C, SECTION 13-1-25(f)(13)(a) of the Code of Ordinances of the City of Menasha, Wisconsin to read as follows:

Title 13 - Zoning
Chapter 1 – Zoning Code
Article C – Zoning Districts

...

SEC. 13-1-25 R-1 SINGLE FAMILY RESIDENCE DISTRICT.

...

(f) **STANDARDS.**

...

(13) **GARAGES REQUIRED.** On all parcels where a new dwelling unit is to be constructed building plans shall make provision for an attached or detached garage meeting the minimum requirements of subsection (a) of this section. No attached garage may be converted from garage to living space unless a garage meeting the requirements of these subsections exists or is constructed on the lot.

(a) The minimum dimensions for an attached or detached garage shall be ~~22~~ 14 feet wide and 22 feet deep accessed by a garage door ~~not less than 16 feet wide and 7 feet high for a single door, or two doors not less than 9 feet wide and 7 feet high~~.

No occupancy permit shall be granted for a newly constructed dwelling unit until final inspection of a detached garage has been completed and approved by the building inspector.

...

SECTION 2: Amend TITLE 13, CHAPTER 1, ARTICLE C, SECTION 13-1-26(f)(13)(a) of the Code of Ordinances of the City of Menasha, Wisconsin to read as follows:

Title 13 - Zoning
Chapter 1 – Zoning Code
Article C – Zoning Districts

...

SEC. 13-1-26 R-2 TWO FAMILY RESIDENCE DISTRICT.

...

(f) **STANDARDS.**

...

(13) **GARAGES REQUIRED.** On all parcels where a new dwelling unit is to be constructed building plans shall make provision for an attached or detached garage meeting the minimum requirements of subsection (a) of this section. No attached garage may be converted from garage to living space unless a garage meeting the requirements of these subsections exists or is constructed on the lot.

(a) The minimum dimensions for an attached or detached garage shall be ~~22~~ 14 feet wide and 22 feet deep accessed by a garage door ~~not less than 16 feet wide and 7 feet high for a single door, or two doors not less than 9 feet wide and 7 feet high~~.

No occupancy permit shall be granted for a newly constructed dwelling unit until final inspection of a detached garage has been completed and approved by the building inspector.

...

SECTION 3: Amend TITLE 13, CHAPTER 1, ARTICLE C, SECTION 13-1-35(g)(4)(a) of the Code of Ordinances of the City of Menasha, Wisconsin to read as follows:

Title 13 - Zoning
Chapter 1 – Zoning Code
Article C – Zoning Districts

...

SEC. 13-1-35 R-2A MULTI-FAMILY, ZERO LOT LINE RESIDENCE DISTRICT

...

(g) **GENERAL STANDARDS**.

...

(4) **GARAGES REQUIRED.** On all parcels where a new dwelling unit is to be constructed building plans shall make provision for an attached or detached garage meeting the minimum requirements of subsection (a) of this section. No attached garage may be converted from garage to living space unless a garage meeting the requirements of these subsections exists or is constructed on the lot.

(a) The minimum dimensions for an attached or detached garage shall be ~~22~~ 14 feet wide and 22 feet deep accessed by a garage door ~~not less than 16 feet wide and 7 feet high for a single door, or two doors not less than 9 feet wide and 7 feet high~~.

No occupancy permit shall be granted for a newly constructed dwelling unit until final inspection of a detached garage has been completed and approved by the building inspector.

...

SECTION 4: Amend TITLE 13, CHAPTER 1, ARTICLE C, SECTIONS 13-1-39(f)(12)(a) of the Code of Ordinances of the City of Menasha, Wisconsin to read as follows:

Title 13 - Zoning
Chapter 1 – Zoning Code
Article C – Zoning Districts

...

SEC. 13-1-39 LOW DENSITY R-1A SINGLE-FAMILY RESIDENTIAL DISTRICT

...

(f) GENERAL STANDARDS.

...

(12) GARAGES REQUIRED. On all parcels where a new dwelling unit is to be constructed building plans shall make provision for an attached or detached garage meeting the minimum requirements of subsection (a) of this section. No attached garage may be converted from garage to living space unless a

garage meeting the requirements of these subsections exists or is constructed on the lot.

(a) The minimum dimensions for an attached or detached garage shall be ~~22~~ 14 feet wide and 22 feet deep accessed by a garage door ~~not less than 16 feet wide and 7 feet high for a single door, or two doors not less than 9 feet wide and 7 feet high~~.

No occupancy permit shall be granted for a newly constructed dwelling unit until final inspection of a detached garage has been completed and approved by the building inspector.

...

SECTION 5: 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

To: Common Council

From: Community Development Department/KH

Date: April 21, 2026

Re: O-5-26 An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(12), 13-1-26(f)(12), and 13-1-39(f)(11) of the Code of Ordinances, Effectively Removing the Minimum Roof Pitch in the R-1, R-2 and R-1A Districts

O-06-26 An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(13)(a), 13-1-26(f)(13)(a), 13-1-35(g)(4)(a), and 13-1-39(f)(12)(a) of the Code of Ordinances Effectively Reducing the Minimum Grage Dimensions in the R-1, R-2, R-2A, and R-1A Districts

O-7-26 An Ordinance Amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(7), 13-1-26(f)(7), 13-1-35(a), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), and 13-1-35(i)(1) of the Code of Ordinances, Effectively Reducing the Minimum Lot Size Standards in the R-1 and R-2 Districts and Effectively Changing the Density Standards in the R-2A District.

Housing affordability is a critical issue facing communities throughout Wisconsin. The City of Menasha Housing Needs Assessment (2024) identified several underlying factors influencing affordability including lagging production, rising interest rates, and zoning and land use regulations. The report recommended City staff initiate changes to the residential zoning code to support housing production, including reducing regulatory barriers and modifying residential zoning codes.

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City staff recommend the following changes to these residential zoning districts:

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- Reducing the minimum garage size from 22’ x 22’ to 14’ x 22’ and eliminating required garage door size standards in all districts.
- Reducing the minimum lot size in the R-1 Single-Family Residential District.
- Clarifying and modifying the wording for minimum lot size requirements in the R-2 Two-Family Residential District.

- Establishing maximum unit standards and revising density regulations within the R-2A district.

Minimum Roof Pitch
The removal of the minimum roof pitch requirement reduces regulatory barriers providing homeowners and home builders more design flexibility. This change supports cost-conscious construction while maintaining compliance with current building codes.

Minimum Garage Requirements
The current minimum garage requirement of 22' x 22' (484 square feet) adds construction costs. Reducing the minimum to 14' x 22' (308 square feet):

- Decreases building footprint by 176 square feet per home.
- Reduces material costs (concrete, framing, roofing, siding, overhead doors).
- Lowers foundation and excavation costs.
- Allows for narrower lot designs, supporting the reduced lot size standard.

Neighboring communities do not have mandatory garage requirements at the time of new home construction. By reducing the minimum size and removing garage door size requirements, it allows for cost reduction, flexibility in design and material selection while allowing builders to tailor homes to market demand rather than prescriptive standards.

Minimum Lot Size – R-1 Single Family Residence District
Land cost is one of the most significant components of housing affordability. Larger minimum lot size requirements directly increase the cost per unit by requiring more land area for each home. By permitting smaller, code-compliant lots, the City enables the development of homes at price points more attainable to first-time buyers and seniors looking to downsize as identified in the 2024 Housing Needs Assessment.

Minimum Lot Size Requirements R-2 Two-Family Residence District
The proposed change simplifies code language and does not impact lot size requirements.

Intent and Density Standards R-2A Multi-Family Zero Lot Line Residence District
Adding the number of units allowed within the intent section of the code provides more clarity for builders seeking to build attached townhomes in the City. Changing the wording of the maximum density from square feet per unit to per acre allows flexibility in design.

The proposed changes do not eliminate development standards; rather, they modernize dimensional requirements to reflect current market conditions and construction realities.

A public hearing was held at the March 3, 2026 Plan Commission meeting, in which there was no public comment. The Plan Commission debated the proposed text amendments at great length.

Staff and Plan Commission recommend the Common Council approve Ordinance O-5-26 as presented amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(12), 13-1-26(f)(12), and 13-1-39(f)(11) of the Code of Ordinances, effectively removing the minimum roof pitch requirements in the R-1, R-2, and R-1A districts.

Staff and Plan Commission recommend the Common Council approve O-06-26 as proposed amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(13)(a), 13-1-26(f)(13)(a), 13-1-35(g)(4)(a), and 13-1-39(f)(12)(a) of the Code of Ordnances, effectively reducing the minimum garage dimensions in the R-1, R-2, R-2A, and R-1A districts.

Staff and Plan Commission recommend the Common Council approve O-7-26 as proposed amending Title 13, Chapter 1, Article C, Sections 13-1-25(f)(7), 13-1-26(f)(7), 13-1-35(a), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), and 13-1-35(i)(1) of the Code of Ordinances, effectively reducing the minimum lot size standards in the R-1 and R-2 districts and effectively changing density standards in the R-2A district.

ORDINANCE O-7-26

AN ORDINANCE AMENDING TITLE 13, CHAPTER 1, ARTICLE C, SECTIONS 13-1-25(f)(7) AND 13-1-26(f)(7) AND 13-1-35(a), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), AND 13-1-35(i)(1) OF THE CODE OF ORDINANCES, EFFECTIVELY REDUCING MINIMUM LOT SIZE STANDARDS IN THE R-1 AND R-2 DISTRICTS AND EFFECTIVELY CHANGING DENSITY STANDARDS IN THE R-2A DISTRICT

INTRODUCED BY: Alderman Eisenach.

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

SECTION 1: Amend TITLE 13, CHAPTER 1, ARTICLE C, SECTION 13-1-25(f)(7) of the Code of Ordinances of the City of Menasha, Wisconsin to read as follows:

Title 13 - Zoning
Chapter 1 – Zoning Code
Article C – Zoning Districts

...

SEC. 13-1-25 R-1 SINGLE FAMILY RESIDENCE DISTRICT.

...

(f) **STANDARDS.**

...

(7) Minimum lot size -- ~~Seven thousand two hundred (7,200)~~ Six thousand (6,000) square feet per dwelling.

...

SECTION 2: Amend TITLE 13, CHAPTER 1, ARTICLE C, SECTION 13-1-26(f)(7) of the Code of Ordinances of the City of Menasha, Wisconsin to read as follows:

Title 13 - Zoning
Chapter 1 – Zoning Code

Article C – Zoning Districts

...

SEC. 13-1-26 R-2 TWO FAMILY RESIDENCE DISTRICT.

...

(f) **STANDARDS.**

...

(7) Minimum lot size -- ~~Seven thousand two hundred (7,200) square feet total and n~~Not less than three thousand six hundred (3,600) square feet per dwelling unit.

...

SECTION 3: Amend TITLE 13, CHAPTER 1, ARTICLE C, SECTIONS 13-1-35(a), 13-1-35(h), 13-1-35(h)(1), 13-1-35(i), and 13-1-35(i)(1) of the Code of Ordinances of the City of Menasha, Wisconsin to read as follows:

Title 13 - Zoning
Chapter 1 – Zoning Code
Article C – Zoning Districts

...

SEC. 13-1-35 R-2A MULTI-FAMILY, ZERO LOT LINE RESIDENCE DISTRICT

(a) **INTENT**. The purpose of this district is to provide small scale and moderate density multi-family development up to six units. This district is intended to serve in a transitional capacity between higher and lower intensity land uses.

...

(h) ~~**SINGLE-FAMILY ATTACHED DWELLINGS**~~ **ZERO LOT LINE (2 UNITS).**

(1) Maximum Density. ~~Thirty-six hundred (3,600) square feet per dwelling unit.~~ Twelve (12) dwelling units per acre.

...

(i) **ZERO LOT LINE ~~ATTACHED DWELLINGS~~ (3 TO 6 UNITS).**

(1) Maximum Density. ~~One (1) dwelling unit per lot~~ Twelve (12) dwellings units per acre.

...

SECTION 5: 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

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 INCREASE THE MAXIMUM FEE FOR COURT COSTS COLLECTIBLE IN A MUNICIPAL COURT ACTION

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

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 April 21, 2026

TO Common Council

FROM Jennifer Sassman, Finance Director

RE R-9-26 – Resolution to approve the cancellation of outstanding checks; and the write-off of general uncollectible accounts receivables and delinquent personal property tax receivables

Background

As part of the year-end process, staff reviews outstanding checks, past due accounts receivables, and delinquent personal property tax receivables; and requests that Council take action on the following:

-Cancel outstanding checks that were issued more than one year ago,
-Adjust our accounting records to reflect the likelihood that we may not collect past due accounts receivables, and
-Write-off delinquent general and personal property tax receivables.

Analysis

Staff has established an annual process that is completed to maintain current records and reflect the City's financial position accurately. The details for each section are as follows:

Cancel Outstanding Checks -Per **Attachment A**, this recommendation includes $152.99 of accounts payable checks. Please note that it is possible that checks have been cashed but did not make it back through the federal banking system to be charged against our accounts. However, staff does review the list and make contact with those payees with outstanding check amounts greater than $100, as those are the ones that likely would not have gotten held up in the federal banking system. Also, if at any time in the future, any of the checks are presented for payment, the City will certainly honor them.

General Accounts Receivable from 2019 and Delinquent Personal Property Tax Receivables from 2018/2019 - Per **Attachments B and C**, this recommendation includes $13,762.02 of general accounts receivables from 2019, and $3,697.44 of personal property tax receivables from 2018/2019. Since these accounts receivables are no longer legally collectible, they need to be removed from the City's records.

Fiscal Impact

The fiscal impacts of this item are as follows: (1) Cancelled outstanding checks-the City will increase its cash position by $152.969, (2) Write-off general accounts receivables of $13,762.02-no financial impact as the allowance was made in a previous year, and (3) Write-off personal property tax receivables of $3,697.44- the City will decrease its financial position in regards to this write-off, acknowledging that the accounts are no longer collectible. Funds were budgeted in 2025 for this purpose.

Recommendation

Approve resolution R-9-26 A Resolution to Approve the Cancellation of Outstanding Checks; and the Write Off of General Uncollectable Accounts Receivables and Delinquent Personal Property Tax Receivables.

Outstanding checks to be cancelled - 2025 Year-End ATTACHMENT A

4/15/2026

Check #	Check date	Payee	Amount	
80330	1/18/2024	Owen Himes	$	5.00
80636	2/15/2024	Sarah Coenen	$	2.00
81701	5/31/2024	Mendee Monfils	$	5.99
82450	8/15/2024	Sheila Hassel	$	40.00
83653	12/19/2024	CarolJean Uher	$	100.00
			$	152.99

Delinquent Accounts Receivable - 2025 Year End

ATTACHMENT B

4/15/2026

Date	Obligor		Reason	Amount	
2/20/2019	Zachary Wimber	*	Property Damage	$	5,278.61
6/19/2019	Michael Janda	*	Property Damage	$	494.21
10/4/2019	Jonathan James Sabel	*	Property Damage	$	2,943.50
6/21/2019	Alfredo Armando Hernandez		Property Damage	$	925.52
11/18/2019	Jackson Pennings	*	Property Damage	$	316.50
9/24/2019	Kela Transport LLC		Property Damage	$	3,803.68
			Total	$	13,762.02

Note:

*Will leave these accounts with the TRIP program

Personal Property Write-Offs - 2025 Year End ATTACHMENT C
4/15/2026

Obligor	2018/2019	Write-Off Portion
13 Main	$ 421.56	$ 163.35
Affinity Medical Group	$ 514.30	$ 199.29
Almost Family	$ 1,051.06	$ 1,051.06
Appleton Radiator	$ 19.67	$ 19.67
Auto X Change	$ 28.11	$ 28.11
Big League Connection LLC	$ 7.83	$ 7.83
Bits & Bytes	$ 8.44	$ 8.44
Chef Fresh Pizza	$ 11.25	$ 11.25
Coca-Cola Company	$ 36.54	$ 36.54
Corrente's	$ 25.30	$ 25.30
Creative Touch Design	$ 109.60	$ 42.47
Five O'Clock Somewhere	$ 112.41	$ 43.56
Fox Valley Staffing Inc	$ 320.37	$ 124.14
Fur Baby Spa	$ 64.64	$ 64.64
Haines, Benjamin	$ 64.64	$ 64.64
Jedwabny, Joel	$ 19.67	$ 19.67
Johnson, Alex	$ 22.48	$ 8.71
Laydwell/Carpet One	$ 67.46	$ 67.46
Les Accounting	$ 2.82	$ 2.82
Modify Hair Studio	$ 123.67	$ 47.92
Natural Insticts Theraputic Massage	$ 28.11	$ 28.11
Pez Criminal Defense	$ 67.46	$ 67.46
Pro Nails	$ 112.41	$ 112.41
Rising Son Web Design	$ 2.82	$ 2.82
RLJ Dental	$ 47.80	$ 47.80
Simply Incredible Foods	$ 989.24	$ 989.24
Studio Kids	$ 84.32	$ 84.32
Studio R	$ 123.67	$ 123.67
Tanglz Inc	$ 472.13	$ 182.95
Valley Fastener	$ 56.21	$ 21.78
Grand Total	$ 5,015.99	
Total		$ 3,697.44

RESOLUTION R-9-26

A RESOLUTION TO APPROVE THE CANCELLATION OF OUTSTANDING CHECKS; AND THE WRITE OFF OF GENERAL UNCOLLECTIBLE ACCOUNTS RECEIVABLES AND DELINQUENT PERSONAL PROPERTY TAX RECEIVABLES

INTRODUCED BY: Mayor Hammond

WHEREAS, it is necessary to cancel the outstanding checks and write off general uncollectable accounts receivables and delinquent personal property tax receivables,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Common Council that the checks on "Attachment A" ($152.99) have been outstanding for more than twelve months, the proper City Officials are hereby authorized to void these checks and to credit the proper amounts to the appropriate accounts,

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and the Common Council that the proper City Officials are hereby authorized to write off the general accounts receivable balances from 2019 on "ATTACHMENT B" ($13,762.02). These write-offs do not affect the City's financial position as an allowance for uncollectable accounts was previously set up for these accounts in the period in which the accounts were sent to collections or deemed unlikely to be collected. Since the receivables are no longer legally collectible, they need to be removed from the City's records.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and the Common Council that the proper City Officials are hereby authorized to write off the personal property tax receivable balances from 2018/2019 on "ATTACHMENT C" ($3,697.44). These write-offs do change the City's financial position, as will be reflected in the 2025 Financial Statements, as they were not previously removed from the City's records but are no longer legally collectible.

Adopted this 21st day of April 2026.

Recommended by:

_____

Motion/Second:

_____

Pass/Fail: _____

Requires: ____ Majority Vote
____ 2/3 Vote

_____
Austin Hammond, Mayor

ATTEST:

_____
Kaija Snyder, City Clerk

RESOLUTION R-10-26

A RESOLUTION EXPRESSING GRATITUDE TO REPRESNETAIVE DEAN KAUFERT AND SENATOR DASSLER-ALFHIEM FOR WORKING TO SECURE LIFT BRIDGE AID FOR THE CITY OF MENASHA RACINE STREET BRIDGE

INTRODUCED BY: Mayor Hammond & Alderman Grade

WHEREAS, the City of Menasha Common Council and Mayor want to express our sincerest gratitude to Representative Dean Kaufert and Senator Dassler-Alfheim for advocating for Menasha to receive Lift Bridge Aid through the 2025 – 2027 State of Wisconsin Biennial Budget process; and

WHEREAS, Lift Bridge Aid being allocated for the City of Menasha for the Racine Street Bridge is imperative to the financial health and responsible stewardship of this bridge; and

WHEREAS, we as a collective acknowledge the tremendous work that was put into getting this incorporated in the final budget that was signed by Governor Tony Evers; and

NOW, THEREFORE, BE IT RESOLVED, that upon passage of this resolution, a signed copy of this resolution will be sent to Representative Dean Kaufert and Senator Dassler-Alfheim to share our appreciation.

Passed and approved this 21st day of April, 2026.

Recommended by:

_____

Motion/Second:

_____

Pass/Fail: _____

Requires: ____Majority Vote
____ 2/3 Vote

_____
Austin R. Hammond, Mayor

ATTEST:

_____
Kaija Snyder, City Clerk

Christopher Rand
336 Lopas Street
Menasha, WI 54952

April 6, 2026

City of Menasha
Mayor's Office
100 Main Street
Menasha, WI 54952

Dear Mayor Hammond,

It is with genuine gratitude for the trust placed in me when these appointments were made that I submit this formal resignation from the following mayor-appointed positions: the Plan Commission (alternate), the Redevelopment Authority, the Sustainability Committee, the Lawson Canal Ad-Hoc Advisory Committee, the Racine Street-Main Street and Racine Street-Ahnaip Street Roundabout Landscape Ad-Hoc Committee, and any additional special or advisory committees to which I was appointed by the Mayor or confirmed by the Common Council, with the sole exception of the Downtown Menasha Forward Ad-Hoc Committee.

Reposing special trust and confidence in those who step forward to serve is among the most consequential acts of elected leadership. I do not take lightly the confidence that was extended to me, and I do not offer this resignation as a repudiation of that trust. It is offered, rather, as a recognition that the highest expression of that trust is to ensure these seats are occupied by individuals whose disposition and approach are a natural fit for how this city conducts its work. After a full year of service marked by maximum effort and genuine investment, I have arrived at the candid conclusion that I am not that person for these particular roles.

I have endeavored, carefully and diligently, to discharge the duties assigned to me across each of these appointments. That effort has been real, and I stand behind the sincerity of it. What I have come to understand, however, is that sincere effort alone is not sufficient when the fit is not right, and neither the institution nor the residents it exists to protect are well served by anything less than a genuine alignment between the person and the position.

In keeping with the highest traditions of representative governance, which holds that the privilege of public office is not a personal entitlement but a temporary stewardship of the public's trust, I believe the most honorable course is to create the opportunity for appointments that better serve the community's interests. My resignation is intended to facilitate exactly that.

I will remain fully committed to my duties as Alderman for District 1 for the remainder of my service, and I intend that my continued service shall reflect credit upon this office and upon the city I have the honor of representing. I am likewise committed to honoring the obligations I have undertaken as chair of the Downtown Menasha Forward Ad-Hoc Committee. That work is in progress, meaningful partnerships have been established under that framework, and I will see it through to its successful completion.

Pursuant to Wisconsin Statute § 17.01(8), this letter constitutes my written resignation from the above-referenced appointed positions, effective according to applicable law and city procedure.

I am grateful for the opportunity to serve, and I wish each of these bodies continued success in the important work they carry forward on behalf of the residents of Menasha.

Respectfully submitted,



Alderman Christopher Rand
District 1, City of Menasha

Hi Austin,

Thanks for thinking of me for the Sustainability Committee. If you'd like a full resume, I can dig that up. Here's a short list of pertinent education and experience, along with my thoughts about how I might bring my strengths to serve the committee and our city.

EDUCATION

> B.S. Univ of WI-Madison: double major in economics and political science

> M.A. Loyola University Chicago: Organization Development with coursework in leadership, professional communication, team-building, environmental sustainability, ethics, group facilitation, humane work design and more

PERTINENT WORK EXPERIENCE

Professional speaking, technical writing, training and development for corporate clients in Chicago area (focused on communication, new-manager, and personal effectiveness skills), change management consulting, effective meeting facilitation, project management

PERSONAL MISSION

To use my skills to improve the lives of others, to uplift people and foster positive change, to spread and model kindness and community support

SERVING MENASHA AND COMMITTEE

I offer my skills and knowledge to make Menasha, its businesses and culture a thriving, sustainable, positive place for current and future generations. I grew up in the Fox Valley, so I know and care about this area. I lived in Menasha as a little girl and I've been back living here for the last five years. Some strengths I could offer:

> Designing agendas, facilitating meetings so the committee stays focused on its objectives, projects move forward efficiently and effectively, and all voices are heard.

> Involving citizens and business owners in planning and buying into projects

> Communicating well in writing, or by speaking to groups live or recorded

> Seeing the glass as more than half full, laughing, uplifting the vibe when I can

> Getting buy-in from committee members and gently holding them accountable for deadlines, etc.

> ??? I don't know what else is in store, but I'm confident I would serve the committee and its purpose.

THANK YOU

Thank you for considering me. I am excited about contributing to the well-being of our city. Please let me know what else you might need to help make a decision.

Best regards,

Laura Derocher

Dear Mayor Hammond,

I apologize for the delay in getting you this request to be considered for a position on the RDA. If I can also offer a bit of background:

Being a resident of, I believe, the last major expansion for Menasha at Lake Park road - Lake Park Villas - and the housing growth that came about from its final development, I'm well aware of the City's need to keep improving from within. The fact my wife and I were virtually the first residents to purchase back in 2003 and from my HOA activity during those early days, it all gave me a good understanding how important the productive use of city property was and is.

That is why when the City finally (and smartly), collaborated with local developers to get then-existing lots sold, it was so exciting to see how well it went - especially after years of stagnation. The new Redevelopment Authority became an important part of managing remaining lot sales then, and today continues to find opportunities withing the city in so many unique and creative ways; something really essential to Menasha's future.

Although my background isn't in real estate, I have owned and renovated rental property, have past project management experience and am past owner of a small company. I'm a current (and past), member on Menasha's Sustainability Committee, have time to contribute as I'm retired and care a great deal about our city. Lastly, I greatly appreciate innovation, broad-thinking and the ways problems can be turned into successful solutions.

I believe being some part of the forward-value the RDA is creating for the City would be both personally interesting, and meaningful. With that said, I would appreciate consideration for filling a vacancy within the authority if the possibility exists.

Respectfully,

Ed Kassel