State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES

WISCONSIN DEPT. OF NATURAL RESOURCES

March 14, 2016

Summary of Key Information for Discussion – WDNR & City of Appleton

Ownership: Carol Mauthe
Parcel #: 313011500
Address: 725 S. Outagamie St., Appleton, WI
Status: Current Assessed value $300 – not tax delinquent

Site Name: N. W. Mauthe Superfund Site
BRRTS #: 02-45-000127

Issue: WDNR's access easement, Cooperative Agreement with WDNR & Appleton and long-term plans for use of on-site building by WDNR & City.

Actions & Restrictions:

- EPA excavation in 1995, installation of groundwater "containment system" and construction of treatment building in 1996, start-up of groundwater collection trenches in 1997 and turn-over of O&M to WDNR in 1998. WDNR continues to operate system.
- WDNR discontinued treatment component of collected groundwater and moved to direct discharge to the City of Appleton under permit in 2006.
- WDNR and City of Appleton entered into cooperative agreement in 2008.
- Impacted properties are noted on the GIS Registry. No deed restrictions filed.
- No lien on property for EPA or WDNR costs (prior settlement through DOJ in 1988).

Agreements & ownership:

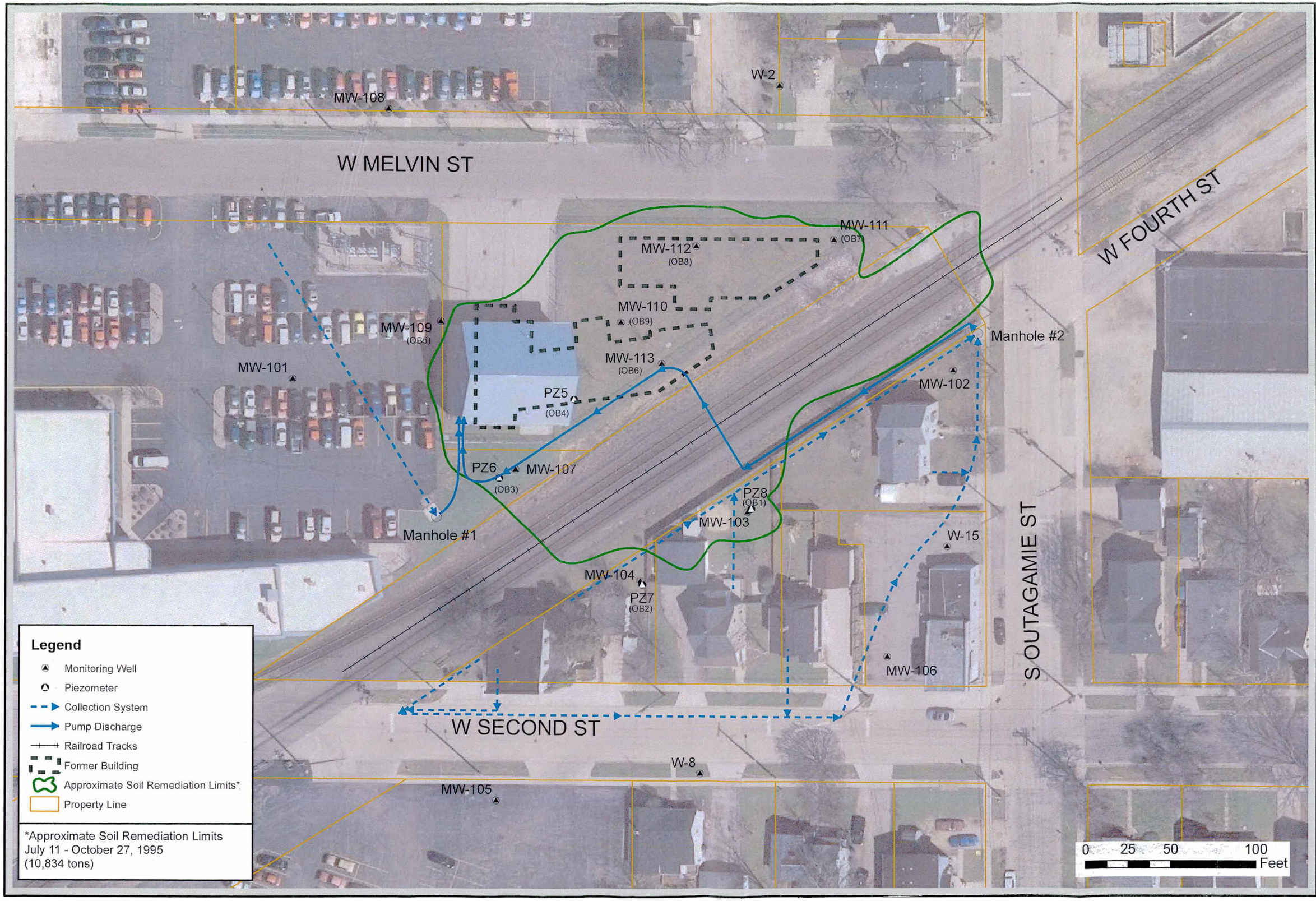
- Property currently owned by Carol Mauthe (since circa 1986).
- Existing cooperative agreement between City and WDNR for maintenance of grounds and daily presence in exchange for use of the truck bay and control room (office) of the treatment building **expires May 2017**. Requires City maintain separate access agreement with property owner.
- Access easement for WDNR that runs with the property signed by Carol Mauthe & filed in 2015. City access is not included in the access easement.
- City access agreement with Carol Mauthe **expires in 2020**.

To achieve case closure under NR 726, the following actions are needed:

1. Continue to operate and maintain the "containment system" installed by USEPA in 1996;
2. Meet requirements identified in the March 1994 Record of Decision (ROD), estimated to take several hundred years under current conditions;
3. Request closure under NR 726 – **WDNR cannot do this action.**

mtg
Roxanne Chronert, DNR RR Team Supervisor
Jennifer Borski, DNR
Jim Walsh, City Attorney
~~Dean Gazza, Dir. Parks~~
Tom Flick, Dep. Dir. Parks

F/U w/ City
Who owns the building?
EPA + DNR investigate



Legend

- Monitoring Well
- Piezometer
- Collection System
- Pump Discharge
- Railroad Tracks
- Former Building
- Approximate Soil Remediation Limits*.
- Property Line

*Approximate Soil Remediation Limits
July 11 - October 27, 1995
(10,834 tons)

N
W E
S

Project Manager:	BDW	
Project Engineer:	BDW	
Drawn By:	JCW	
Checked By:	BDW	
Date:		1/31/2011

N.W. MAUTHE SITE

SITE DETAIL MAP

OMNI ASSOCIATES
ONE SYSTEMS DRIVE APPLETON, WI 54914
PHONE (920) 735-6900
FAX (920) 830-8100
725 SOUTH OUTAGAMIE STREET
APPLETON, WISCONSIN

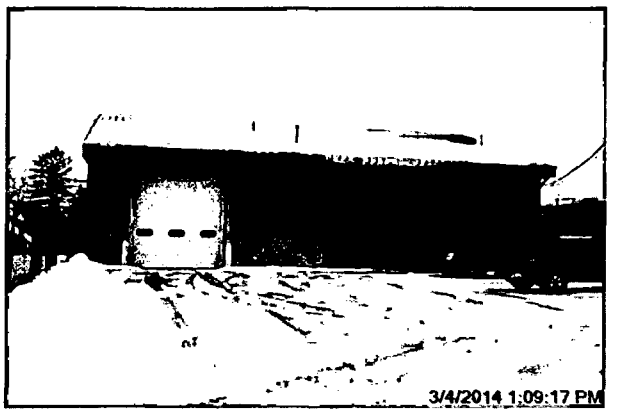
SCALE: 1 " = 50 '

PROJECT NO. N1866A05

FIGURE NO. FIG 2

F:\ENVIRON\1866A05 (Mauthe Sys Eval)\GIS\SiteDetailMap_100505.mxd

725 S OUTAGAMIE ST



Property Detail for 31-3-0115-00

General

General Information	
****Garbage Day:**	Monday
*** & **Recycle Day:**	Monday, 03-28-2016
2016 Leaf Collection Dates:	To Be Determined
Water Source:	Appleton
Sanitary District:	Appleton
School District:	Appleton Area
Elementary School:	Jefferson
Middle School:	Wilson
High School:	Appleton West
Fire Station Number:	5
Fire Station Address:	1701 W. Brewster St

*Please see the City of Appleton homepage for updated holiday pickup schedules.

Collection schedule does not apply to apartment complexes **with 5 or more units.

Voting

Voting Info	
Polling Location:	St. Bernard Catholic Church
Alderman:	Margret Mann
Alderman District:	9
City Ward:	28
County:	Outagamie
County Supervisor District:	19
Assembly District:	57

Senate District:	19
Congressional District:	8
Who Represents Me?:	State & Government Leaders

Parcel

Parcel Information	
Assessment Class:	COMMERCIAL

Property Owner	
Name	MAUTHE, CAROL
Address	941 S WEST AVE #C APPLETON WI 54915

Legal Description Information	
Legal Description	LENOX PARK ADDN 3WD 141D227 LOT 12, 13, 14 & 15 BLK 3

Land Size	
Frontage/SqFt/Acres	24500.00
Effective Depth	0
Shape	

Zoning Information	
M2	General Industrial District

*Please visit Chapter 23 Zoning in the Municipal Code for additional details or contact Community Development at (920) 832-6468.

Other Parcels on this Property	
Current Assessed Value	
Land:	$300.00
Building:	$0.00
Total:	$300.00
Partial/Full Assessment:	Full

2015 Tax Information	
Property Taxes:	$7.23
Special Assesments:	$0.00
State Credits:	$0.49
Less Lottery Credit:	$0.00
1st Dollar Credit:	$0.00
Tax Bill Amount:	$6.74
Amount Collected:	$6.74
Interest Due:	$0.00
Balance Due:	$0.00

Sales & Transfers

DATE:	January 1989
PRICE:	$0.00
VACANT/IMPROVED:	Land & Building
VALIDITY	RELATED INDIVIDUAL/CORPOR
DOCUMENT #:	951522
DEED TYPE:	Personal Rep Deed

Building	
Living Units:	0
Year Built:	0
Number of Stories:	.0
Total Living Area*:	0
1st Flr Living Area:	0
# of Rooms:	0
# of Bedrooms:	0
# of Full Baths:	0
# of Half-Baths:	0
Air Conditioning?	N
Fireplace?	N
Basement?	N/A

*Total Living Area does not include area below grade

Other Improvements

Disclaimer: The City of Appleton makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of the search facility indicates understanding and acceptance of this statement by the user. Please verify all property data before use.

Document Number

TEMPORARY ACCESS EASEMENT

2058874
Recorded
November 09, 2015 9:45 AM

OUTAGAMIE COUNTY
SARAH R VAN CAMP
REGISTER OF DEEDS

Fee Amount: $30.00
Total Pages: 4

THIS TEMPORARY ACCESS EASEMENT is made by and between Carol J. Mauthe, as her interest may appear (hereinafter referred to as "Grantor") and the State of Wisconsin, Department of Natural Resources (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor is the owner of the following described property (hereinafter referred to as the "Premises"):

Lots 12, 13, 14 and 15, in Block 3 (LENNOX) PARK ADDITION, Third Ward, City of Appleton, Outagamie County, Wisconsin;

Recording Area

Return: Department of Natural Resources
P.O. Box 7921
Madison, Wisconsin 53707-7921
Attn: Lacey Cochart, Attorney

Parcel Identification Number (PIN):

313011500

WHEREAS, the Premises is part of the hazardous waste "superfund" site under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as listed on the National Priority List and commonly known as the N.W. Mauthe Co. site and is the focus of remedial cleanup efforts that the Grantee oversees and regulates;

WHEREAS, Grantor is willing to provide the Grantee with the right of ingress and egress to and from the Premises for all purposes related to the groundwater collection system, groundwater monitoring wells, piezometers, groundwater contamination, site investigation, and remedial actions;

NOW, THEREFORE, for good and valuable consideration, the Grantor does hereby convey to the Grantee a temporary non-exclusive access easement for ingress and egress as contained herein:

1. The parties hereto confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.

2. This access easement shall remain in full force and effect until the Grantee determines that site closure has been obtained and the N.W. Mauthe Co., site has been delisted from the National Priority List.

3. This access easement provides for access by the Grantee and its employees, duly authorized representatives, agents, contractors or assigns for the following purposes:

   a. To maintain, repair, amend or abandon the existing groundwater collection system;
   b. To install and maintain groundwater monitoring wells and piezometers as needed to define the degree and extent of groundwater contamination;
   c. To collect soil samples; and
   d. To gain access to areas where investigative or remedial action is to be conducted.

4. It is understood by the Grantor and the Grantee that the following conditions apply to said access easement:

   a. The Grantee shall have the right to properly abandon the soil borings, geoprobes, groundwater monitoring wells and piezometers when the borings, geoprobes, wells or piezometers are no longer needed.

b. The Grantee shall have the right to post signs and posters along the access easement in order to delineate and locate these lands for ingress and egress, and shall control said use to minimize interference with the owners remaining land.

c. The Grantee may make such improvements and installations as are necessary, convenient and incidental to the full enjoyment and use of the rights and privileges granted by this access easement.

d. The Grantors shall not lease or convey any other easement in any way affecting the access easement without securing the prior written permission of the Grantee.

e. The Grantee may transfer to or share the rights in this access easement with their employees, duly authorized representatives, agents, contractors or assigns.

f. This access easement shall not grant the general public the right to enter such area for any purpose. This easement is intended to provide an access easement for management purposes only to the Grantee, its employees, duly authorized representatives, agents, contractors or assigns.

g. The location of this access easement may be amended upon the mutual agreement of both parties, their successors or assigns.

5. The terms Grantor and Grantee, when used herein, shall mean either masculine or feminine, singular or plural, as the case may be, and the provisions of this easement shall bind the parties mutually, their heirs, successors, personal representatives and assigns.

6. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7. This agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this agreement.

8. If any term or condition of this agreement shall be deemed invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

9. Enforcement of this agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.

END OF CONDITIONS

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf this 26th day of OCTOBER, 2015.

By Carol J. Mauthe (SEAL)
Carol J. Mauthe

BRENDAN S. MCMAHON
Notary Public
State of Wisconsin

State of Wisconsin)
) ss.
Outagamie County)

Personally appeared before me this 26th day of October 2015, the above named Carol J. Mauthe to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

Notary Public, State of Wisconsin
My Commission (expires)(is) 04/06/2018

IN WITNESS WHEREOF, the Grantee has agreed to and caused this easement to be executed on its behalf this 4 day November, 2015.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)

LACEY COCHART NOTARY PUBLIC STATE OF WISCONSIN

State of Wisconsin)
) ss.
Dane County)

Personally came before me this 4th day of November, 2015, the above named Kurt Thiede, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

_____
*
Notary Public, State of Wisconsin
My Commission (expires)(is) Permanent

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

COOPERATIVE AGREEMENT FOR USE OF THE BUILDING AND FACILITIES AT THE N.W. MAUTHE CONTAMINATION REMEDIATION SITE LOCATED AT 725 SOUTH OUTAGAMIE ST., APPLETON, WISCONSIN

April 2012

This Cooperative Agreement ("the contract") is entered into by and between the State of Wisconsin, Department of Natural Resources ("the Department") and the City of Appleton ("the City") under the authority of section 66.0301, Wisconsin Statutes, which provides for intergovernmental cooperation. The Agreement is for the purpose of providing routine building and grounds maintenance in exchange for use of the on-site building and facilities, subject to the following terms and conditions;

1. PERIOD OF AGREEMENT: This contract shall be in effect from the date it is signed by both parties for a period of **five years**, subject to renewal upon mutual agreement of the parties.

2. CANCELLATION. The Department reserves the right to cancel this contract in whole or in part, without penalty, if the City fails to comply with the terms and conditions of this contract. Either the Department or the City may terminate this contract with six months written notice to the other party.

3. ENTIRE CONTRACT; AMENDMENTS. This contract, and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this contract are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this contract, signed by both parties prior to the ending date of this contract.

4. ASSIGNMENT. Neither this contract nor any right or duty in whole or in part by the City under this contract may be assigned, delegated or subcontracted without the written consent of the Department.

5. SCOPE OF WORK. The Scope of Work for this contract is included in Attachment #1 and is incorporated by reference.

6. COMPENSATION. The Department agrees to allow the City the use of the building and facilities at the N.W. Mauthe site in exchange for the City providing routine maintenance of the building and grounds as described in the above Scope of Work.

7.INDEPENDENT CONTRACTOR. The City is an Independent Contractor for all purposes and is not an employee or agent of the Department. The Department agrees that the City shall have sole control of the method, hours worked, and time and manner of any performance under this contract other than as specifically provided in the scope of work. The Department takes no responsibility for supervision or direction of the City's employees or agents, and no responsibility for their safety. The City shall be responsible for taking adequate measures to protect the health and safety of its employees and agents and any other persons having access to the site. The Department further agrees that it will exercise no control over the selection and dismissal of the City's employees or agents.

8.LIABILITY IMPOSED BY LAW. Each party to this contract agrees that, as related to this cooperative agreement, any loss or expense (including costs and attorney fees) by reason of liability imposed by law, will be the responsibility of the party responsible for the officer, employee or agent whose activity caused the loss or expense.

9. WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE. The City shall maintain, during the term of this contract, worker's compensation insurance as required by Wisconsin Statute for all employees engaged in the work and public liability and property damage insurance against any claim(s) which might occur in carrying out the contract. Minimum coverage is $1,000,000 per accident for bodily injury or disease and $500,000 property damage.

10. GENERAL LIABILITY INSURANCE. The City shall maintain, during the term of this contract, general liability insurance at a minimum coverage of $1,000,000 per accident for bodily injury, personal injury and property damage. **The State must be named as an additional insured under the general liability policy. The City will provide a Certificate of Insurance to the state within 14 days of execution of this contract.**

11. NONDISCRIMINATION. In connection with the performance of work under this contract, the City agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the City further agrees to take affirmative action to ensure equal employment opportunities. The City agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this contract.

12. APPLICABLE LAW. This contract shall be governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this contract.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date 5/16/12

By: for Cathy Stepp, Secretary

Signature: [signature]

CITY OF APPLETON

Date 4/18/12

By: Dean Gazza

Title: Director of Parks, Rec & Facilities Manageme

Signature: [signature]

City of Appleton Cooperative Agreement
ATTACHMENT 1 – April 2012
N. W. Mauthe Contamination Remediation Site

City of Appleton (the "City") Responsibilities:

I. DOORS AND SECURITY

A. The City will provide a combination lock and chain for the security gate. The combination shall be communicated with the Department.
B. Keys provided to the City must be stamped "DO NOT COPY".
C. A list of City staff with keys assigned must be provided to the Department annually. One key will be stored in the City of Appleton Parks main office.
D. The front door should be shut and not propped open. Truck bay doors can be left open while on site.
E. All doors (pedestrian and overhead) will be closed and locked when the building is vacated.
F. An electronic key pad for entrance is not allowed.

II. HEALTH & SAFETY

A. There is no smoking in the building.
B. The City is responsible to provide signs necessary for their staff (e.g. no smoking, turn lights off, etc.)
C. The City is responsible to implement and fund recommendations by the Appleton Fire Department that are a result of City of Appleton occupancy and use.
D. The City will provide signs or notices of general guidelines for placement on the walls (e.g. Lock all doors before leaving.)
E. The City will stock, use and maintain the Morton Safety Kit located outside the control room.
F. City staff will immediately notify the operator or Department Project Manager of emergency issues (e. g. building maintenance needs, vandalism, etc.)

III. FACILITIES OPERATION & MAINTENANCE

A. The City will post a signed copy of the Cooperative Agreement and Attachment in the Truck Bay.
B. The City will maintain the grounds at their expense year-round in exchange for use of the truck bay, control room and bathroom (e.g. perform additional landscaping around the building including installing borders, raised vegetation beds and new vegetation, lawn, tree and shrub care, snow removal, daily litter pick-up, graffiti removal, etc).
C. City staff will walk the grounds and building daily to fill out a general grounds and facility checklist provided by the Department (e.g. all heaters/air conditioning is working; no water on the floor; not obvious leaking of roof or pipes; no vandalism, etc.). The City will notify the Department's operations contractor immediately if there are any issues to be addressed.
D. A microwave and stand is allowed in the control room for use by City staff during breaks and lunch.
E. City staff (not external cleaning crew) are responsible for cleaning and stocking the bathroom and providing cleaning tools and products. The City will sweep and clean the office and truck floors and walkways weekly. Daily cleaning of floors is necessary after heavy use (e.g. mud, slush, etc.)
F. All modifications to the building and grounds need pre-approval by the Department. In general, wall penetration is acceptable on exterior walls only but must be pre-approved. Clothes hooks and a punch clock may be installed in the control room with pre-approval. Wall penetration is not acceptable on the south wall in the control room.
G. The truck bay drain empties into the treatment system. Vehicle and machine washing in the truck bay is not allowed. Truck washing on the lawn within the fence is acceptable. **The City will place and maintain a silt screen over the truck bay drain** to prevent dirt, leaves, etc. from

entering the drain that may fall from vehicles (e.g. snow and ice melt, mud off wheels, etc).
H. One trailer stored on site outside overnight is acceptable. No other equipment may be stored outside.
I. The City may place a picnic table within the fence for use by City staff.

IV. SITE ACCESS AND UTILITIES

A. The City is responsible to provide their own telephone services. The existing phone in the control room is designated for system alarms and must be available to call out 24 hrs/day, 7 days/week.
B. The City is responsible to maintain an access agreement with the property owner. The current access agreement expires December 31, 2014.

Department of Natural Resources (the "Department") Responsibilities:

C. The Department will hold a meeting with new or existing City staff upon request regarding the history of the site, safety concerns and on-going remediation operations.
D. The Department will provide updated fact sheets on the N. W. Mauthe Superfund site for City staff, as appropriate (e.g. after a Five-Year-Review with EPA). These fact sheets may be provided to interested citizens.
E. The Department will provide City staff with a short checklist for daily use (e.g. heaters/AC functional, no water on floor, no vandalism, etc.)
F. The Department will inform the City when there is a change of operations contractor. The operations contract is typically put out for bid every three to four years.
G. The Department will inform the City in advance of any additional investigative or remedial actions on the property that may temporarily affect their operations.
H. Either the Department or the City may terminate the agreement with six months written notice.