



Parks & Recreation Commission

THURSDAY, NOVEMBER 21, 2024; 4:30 PM
 Neenah City Hall – Hauser Room
 211 Walnut Street
 Neenah, WI 54956



NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision making responsibility. This constitutes a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

MEMBERS	Lee Hillstrom, Kate Hancock-Cooke, Gary Lawell, Peter Kelly, Eric Maggio, Ted Galloway, Jim Wise, Ashley Ondresky, and Scott Weber	
STAFF	Stephanie Schott, Jim Kluge, Trevor Fink, and Michael Kading	
AGENDA TOPICS		
CALL TO ORDER		
APPEARANCES	Open Forum / Commission Consideration of Appearances	
MINUTES	Approval of Regular October 17, 2024	Attached
BILL VOUCHERS	Bills for previous month	Kelly
FINANCIAL Report	Reviewed quarterly in January, April, July, October	Attached
MISSION ACTION Report		Attached
BUSINESS ITEMS	<ol style="list-style-type: none"> 1. Southview Tennis Court Reconstruction Bid Award 2. Future Neenah, Inc Bike Rack Consideration 3. Arrowhead Kayak Rental Station Agreement 4. Arrowhead Prairie Development Bid Award 5. Arrowhead Prairie Construction Administration Agreement 6. 2024 CIP Update 7. Announcements & Future Agenda Items 	
LIAISON / AD-HOC COMMITTEE REPORTS	<ul style="list-style-type: none"> ◇ Arrowhead Development ◇ Ad-Hoc QR Codes ◇ Plan Commission ◇ Harbor Committee 	<ul style="list-style-type: none"> ◇ Hillstrom ◇ Hancock-Cooke ◇ Galloway
ADJOURN		

ADA Accommodation Notice: the following notice should be included in all printed material produced for City programs. In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities based on disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call **the Park and Recreation Department** or the **City's ADA Coordinator at (920) 886-6106 or e-mail clerk@neenahwi.gov** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

Creating Community Through People, Parks & Programs



PARK & RECREATION COMMISSION MINUTES

REGULAR MEETING – October 17, 2024

MEMBERS PRESENT

	Jim Wise	X	Kate Hancock - Cooke		Gary Lawell
X	Peter Kelly	X	Eric Maggio	X	Ted Galloway
	Lee Hillstrom	X	Ashley Ondresky	X	Scott Weber

STAFF PRESENT

X Michael T. Kading, Director of Parks & Recreation
 Jim Kluge, Superintendent of Recreation
 Trevor Fink, Superintendent of Parks
 X Stephanie Schott, Recreation Supervisor

OTHERS PRESENT: Frank Cuthbert and Michelle Dunning (FNI)

MEETING CALLED TO ORDER BY Commissioner Kelly at 4:30 P.M.

CORRESPONDENCE

None.

APPEARANCES

M. Dunning informed the Commission that Future Neenah, Inc. (FNI) will be creating a video production that will be shown nightly in the downtown. This will impact the area behind the FNI offices where the bike racks are installed. FNI would like to see the bike racks used throughout the city and is offering them to the City for placement. The Commission agreed to place this on the November agenda for discussion.

F. Cuthbert requested that members of the QR Code Task Force meet briefly after the Commission Meeting to establish the next Task Force Meeting.

MINUTES

MSC Weber / Maggio to approve the minutes of the August 15, 2024 and August 27, 2024 meetings. Motion carried by voice vote.

BILL VOUCHERS

Commissioner Kelly reviewed the vouchers for August and found them to be in order.

FINANCIAL REPORT

MSC Galloway / Hancock-Cooke to accept and place on file the 3rd Quarter Financial Report as presented. Motion carried by voice vote.

MISSION ACTION REPORT

The report was distributed earlier. The following items were discussed:

- Commissioner Galloway inquired about the cemetery event recognizing the Global War on Terror monument. Approximately 30-50 attended, and it was very nice.
-

- Commissioner Hancock-Cooke inquired about the bump-outs at Riverside. Staff indicated that they would serve as temporary pull offs and places where port-a-potties can be placed during events that are ADA accessible. Hancock-Cook further inquired about the WI-DNR permitting process.
- Commissioner Maggio took his kids to Laudan Park – they loved it. Maggio asked if the attendance at Build-A-Scarecrow was normal. Recreation Supervisor Schott indicated that it was.
- Commissioner Ondresky asked for clarification as to when the restrooms will be closed for the season. Staff confirmed that seasonal facilities were closed as of Monday, October 14.
- Commissioner Galloway clarified that the new pad in Riverside Park was for the bench that was recently approved.

BUSINESS FOR CONSIDERATION

NEW BUSINESS ITEM #1: Cook Park Play Equipment Approval

The Commission reviewed renderings and information pertaining to the proposed Cook Park play equipment.

ACTION: MSC Galloway / Maggio - A motion to accept the RFP from Lee Recreation to provide and install play equipment at Cook Park in the amount of \$160,000 and to authorize staff to research and add additional 2-5-year-old play equipment not to exceed \$15,000 utilizing Cook Park carry forward funds.

NEW BUSINESS ITEM #2: WI-DNR Stewardship Update

Commission President Kelly distributed information pertaining to the WI-DNR Knowles-Nelson Stewardship Program and the impact these grant funding dollars have had in Neenah and the Fox Valley. For over 30 years, the Knowles-Nelson grant program has been used to acquire and develop park land. 93% of the state's population lives within a mile of a funded site.

Kelly further stated that he has been on contact with Charlie Carlin, Gathering Waters, who has indicated that the ongoing funding maybe in jeopardy. He asked that members of the Commission reach out to their elected officials and encourage them to continue to fund the program.

BUSINESS ITEM # 3: Doty Park Phase 1 – Shoreline Stabilization and Improvement Services

Director Kading informed the Commission of the status of the Doty Park Phase 1 project, indicating that an approved recent request for additional funding was for additional soil borings on the Doty Park island, permitting and final design and engineering. The City continues to work towards securing the necessary WI-DNR permits. Unfortunately, this has been a difficult process and has required several revisions and more meetings than expected.

The City did receive an email response from WI-DNR on Tuesday with overall good news and just a few more details to work out. The hope is to secure these permits and make the push towards final design.

BUSINESS ITEM # 4: 2024 CIP Update

The 2024 CIP was reviewed.

BUSINESS ITEM # 5: Announcements and Future Agenda Items

Bike Racks

Douglas Park Update

LIAISON REPORTS

ARROWHEAD DEVELOPMENT

Graef/ Stantec are working through the three major areas.

Kox has provided a preliminary plan and is expected to be out for bid by the end of the month.

PLANS COMMISSION: Hancock-Cooke nothing to report

HARBOR COMMITTEE: Galloway asked staff to look at the finger pier and “T” dock to address missing cleats and requested that as we consider updating Rec Park boat launch that larger turning radiuses be considered due to larger boats and vehicles.

Meeting adjourned at 5:20p

Recorded for the Commission by Michael T. Kading, CPRP



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BUSINESS ITEM #1: Southview Tennis Court Bid Award

Two bids have been received for replacing the tennis courts at Southview Park. This project was originally bid in March, with only one bidder coming in at a significantly higher number than was budgeted for the project. Both bidders have done significant work in the City of Neenah. The scope of work is to include underdrain and storm sewer connection, stone placement, new asphalt, new fencing, new posts, nets, anchors, color coating, and trail restoration. Park staff will demo the existing courts, install erosion control, install new concrete for the west approach, and perform restoration work. Existing lighting and controls will remain.

Vinton Construction Company	\$383,259.00
Northeast Asphalt, Inc.	\$398,475.00

Suggested Action: A motion to accept and recommend awarding the bid to Vinton Construction Company, Two Rivers, WI, in the amount of \$383,259.

BUSINESS ITEM #2: Future Neenah, Inc – Bike Rack Consideration

During the October 17 Commission meeting, representatives from Future Neenah, Inc. offered the bike racks that are currently located behind their office for use in the City park system. Staff has reviewed the racks and recommend acceptance of the “wave” racks and placing them at the pool. Attached are pictures of the four bike racks that Future Neenah, Inc. has offered to Parks & Rec.

Suggested Action: A motion accepting the donation of the “Wave” bike racks from Future Neenah, Inc. and placing them at the pool.

BUSINESS ITEM #3: Arrowhead Kayak Rental Station Agreement

The internal tech team has recommended that we provide a kayak rental station at Arrowhead similar to the ones located at Doty and Herb & Dolly Smith Parks. Attached you will find Amendment No. 1 for services to be provided at Arrowhead in the amount of \$19,000.

The current stations are projected to provide a return on investment within 2.5 years.

Suggested Action: A motion to accept and recommend the Rent.Fun Services Agreement Amendment No. 1 to place a 4-kayak rental station at Arrowhead utilizing the ARPA funds allocated for Arrowhead as identified in the 2024 Capital Budget.



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BUSINESS ITEM #4: Arrowhead Prairie / Pavilion Development Bid Award

Specifications for prairie preparation and installation, the purchase and installation of a prebuilt open-air pavilion with masonry columns, and a 3-year prairie maintenance agreement were developed and posted for bidding. Bid opening was scheduled on Thursday, November 14 at 1:00p. Two bids were received.

NOTE: City staff continues to evaluate the bids and will present a recommendation as soon as possible.

Suggested Action: Discuss further when a recommendation has been made.

BUSINESS ITEM #5: Arrowhead Prairie Construction Administrative Agreement

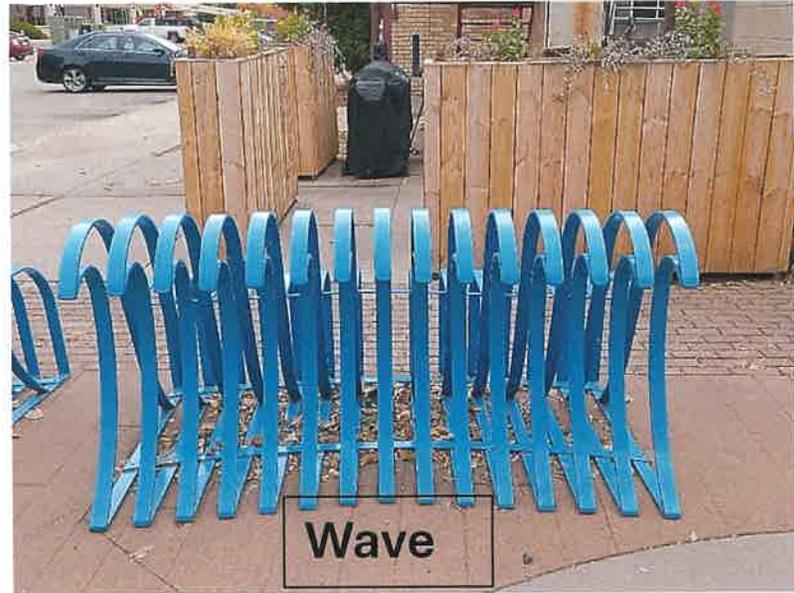
Attached you will find a proposed agreement with Jerney J. Kox Landscape Architecture, LLC to complete the construction administration for the prairie/pavilion project in the amount of \$3,000. Jeremy J. Kox Landscape Architecture, LLC prepared the specifications for the prairie and related infrastructure.

Suggested Action: A motion to accept and recommend the proposal from Jeremy J. Kox Landscape Architecture, LLC, Appleton, WI, in the lump sum not to exceed \$3,000 using budgeted 2024 CIP Funds identified for Arrowhead.

BUSINESS ITEM #6: 2024 CIP Update

BUSINESS ITEM #7: Announcements and Future Agenda Items

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AMENDMENT NO.1
SERVICES AGREEMENT

This AMENDMENT NO 1 TO SERVICES AGREEMENT (this “Amendment”) is entered into on and effective for all purposes as of _____, 2024 (“Amendment No. 2 Effective Date”) by and between Neenah, WI (“City”) and Rent.Fun, LLC, a Michigan limited liability company, Inc. (“Operator”).

WHEREAS, the Operator and County are parties to that certain Services Agreement, entered into effective as of January 4, 2024, and amended on 10/23/2024 (together, the “Agreement”); and

WHEREAS, the parties hereby agree to extend the Rental Station Services to include an additional 4-unit Rental Station at Windsor Castle Park, under the same terms as the Agreement in exchange for Compensation, and to extend the Term of the Agreement.

Equipment & Initial Launch The first section of Schedule A shall be deleted in its entirety and replaced with the following:

● Operator will make available for rent the following Equipment at the following Premises and as collectively defined below in this subsection:

○ **Arrowhead Park** : 4 sit-on-top kayaks, with associated paddles and lifejackets

● Each craft offered for rent shall be furnished with all items of safety equipment specified by state laws governing the use and operation of watercraft on state water; and

● When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by the Operator. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided, and maintained by the Operator.

Compensation: In exchange for expanding the Rental Station Services, City shall pay Operator the following one-time fees

- Activation Fee: \$19,000

Term: The First Sentence of the First Section of Schedule B shall be amended to read as follows: 50% of the Activation fee (\$9,500) due net 30 days from the received invoice date. The remaining 50% of the Activation fee (\$9,500) is due at installation.

The Agreement shall continue for a period of five (5) years following the Amendment No. 1 Effective Date.

AGREED AND ACCEPTED:

OPERATOR: Rent.Fun, LLC

By: _____

Name: _____

Title: _____

LAND OWNER: _____

By: _____

Name: _____

Title: _____

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AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This AGREEMENT, effective as of this **Fifteenth** day of **November**, in the year of 2024, is between **Neenah Parks & Recreation Department [211 Walnut Street, P.O. Box 426, Neenah, WI 54956]** and Jeremy J. Kox Landscape Architecture, LLC (herein after referred to as "Landscape Architect"), 2409 E. Gatewood Drive, Wisconsin 54915-6662 for the following project: **Arrowhead Park Prairie Installation, Contract Administration – To include Initial contractor site meeting, seed verification, site visits to verify proper layout of walkway, structure, yard drains, and seed beds, and a final walkthrough. Site visits to not exceed eight visits.** For this contract, all documents produced will be supplied as digital copies only.

ARTICLE ONE: ESTIMATED SCHEDULE AND PROJECT BUDGET

Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the project, anticipated and unanticipated events may impact any project schedule. The following are used for estimation purposes only:

POST-DESIGN SERVICES

Contractor Kickoff Meeting	2.00 Hours
Miscellaneous Site Visits (6)	10.00 Hours
Pay Request Reviews	2.00 Hours
Final Construction Review and Documentation	2.00 Hours
ESTIMATED HOURS	16.00 HOURS

ARTICLE FOUR: COMPENSATION AND PAYMENTS

A. Client agrees to pay the Landscape Architect as follows:

1. Basic Services:

TIME AND MATERIALS NOT-TO-EXCEED: Compensation shall be based on an hourly rate of \$185 per hour. Automobile travel shall be billed at the prevailing Federal wage. Travel shall be reimbursed at one-half of the Landscape architect's billable rate. Any Train/Air Travel shall be billed at cost plus 20%. All materials and document reproduction services shall be billed at cost plus 20%. Compensation shall not exceed \$3000.00, based on standard design services. Any additional services above and the stated scope of services or revisions exceeding one per design phase will result in additional charges of \$185 per hour.

2. Services Provided Outside this Contract Scope:

- A. Services outside of original contract to be billed at a rate of \$185.00/hour.
- B. Automobile travel is to be billed at the prevailing Federal rate of **\$0.67/mile** traveled.
- C. All Air travel to be reimbursed at cost plus 25%.
- D. Travel time will be billed at half the Design Service rate starting from when travel begins until the destination is reached, and again from the time the destination is left and travel ends. When possible, Landscape Architect will combine travel events with other clients to lessen overall fee.
- E. Landscape Architect will provide a written contractual amendment if the additional work will exceed 50% of the original proposed design contract fee.

- B. Reimbursable Expenses are subject to a multiple of 1.20 and include, but are not limited to: reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested renderings and models.
- C. Once contracted services commence, Landscape Architect shall bill client upon completion of each design phase, but no more than twice monthly and shall itemize each billable item for Post-Design Services, Additional Services, and Reimbursable Expenses.
- D. Client agrees to pay all invoices within 15 business days.
- E. Landscape Architect shall charge a service fee of two percent (2%) per month on all invoices outstanding more than thirty (30) days beyond the invoice due date.

ARTICLE FIVE: TERMINATION OF SERVICES

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if the Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ARTICLE SIX: DISPUTE RESOLUTION

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

ARTICLE SEVEN: USE & OWNERSHIP OF LANDSCAPE ARCHITECT'S DOCUMENTS

- A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings, and specifications, are copyrighted and are property of the Landscape Architect. These documents shall not be reused on other projects without the Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project unless Landscape Architect is found to have materially breached this Agreement.

ARTICLE EIGHT: MISCELLANEOUS PROVISIONS

- A. This Agreement is governed by the laws of the State of Wisconsin.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by both Client and Landscape Architect.
- C. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures or for construction safety or any other related programs; or for other parties' errors and omissions or for other parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees and all legal expenses and fee incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors and omissions.
- G. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
- H. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against contractors, consultants, agents, and employees of the other for such damages. Client and Landscape Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties described in this paragraph.
- I. Client acknowledges and agrees that the proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to; weeding, pruning, watering, re-mulching, and fertilizing plants; sealing hardscape materials with a quality matte sealant; avoiding de-icing salts near plants and pavers; may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- J. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- K. If this Agreement is not signed and returned to Landscape Architect within thirty (30) days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.
- L. Client agrees to allow Landscape Architect to use any plans, details and photos for marketing purposes including, but not limited to, social media posts, website examples, portfolio display, framed office art,

brochures and other print material. If client prefers to not have project attributes displayed, a letter stating such must be received by the office at the time of signing this contract.

- M. As a condition of this contract, Client agrees to allow landscape architect or it's agent(s) to photograph, professionally photograph, video record, and/or use drone footage for marketing purposes. This may include use on webpages, social media, print advertising, or other means for company promotion. Landscape Architect will not publish any details about the client without the expressed written agreement from the client.
- N. As a condition of this contract, Landscape Architect representative may place a yard sign at the construction site for the duration of the project and up to 30 days after completion of the release of the project to the Client. The sign will not exceed 24" x 36" and the Landscape Architect is responsible for repairing any ground penetrations if evident (fill in holes and reseed or fix mulch as necessary).

LANDSCAPE ARCHITECT :

JEREMY J. KOX, PLA

15-NOV-2024

JEREMY J. KOX, LLA, ASLA
Principal, Professional Landscape Architect
WI #444-014

DATE

OWNER/CLIENT/AGENT:

SIGNATURE

DATE

PLEASE PRINT NAME

			2024												
Budget			Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Facilities															
Southview Courts	\$ 358,000	Trevor													Bid included
Green Courts	\$ 40,000	Trevor													Completed
Kimberly Point Lighthouse Structural Review	\$ 25,000	Mike													Preliminary Plans are completed
Laudan Play Equip	\$ 130,000	Mike													Completed
Picnic Tables	\$ 20,000	Trevor													Completed
ADA Building Improvement	\$ 20,000	Trevor													focus on Doty
Washington Park HVAC	\$ 75,000	Trevor													Completed
Kayak Rental Pods (\$13500 off setting grant)	\$ 27,000	Mike													Completed
Equipment															
Zero Turn	\$ 25,000	Trevor													Completed
Zero Turn	\$ 25,000	Trevor													Completed
Field Groomer	\$ 55,000	Trevor													Completed
Long Term															
Arrowhead															
West - prairie/path; road realignment															Quotes due 8//13
Earthwork, utilities															Graef has been hired
Bridge - railroad															Graef has been hired
Crossing - at grade															Graef 1
Little Lake Butte des Morts Water Quality															
Phase 1 Based upon successful WI-DNR Grant App (multi-funding)	\$ 103,000	Mike													In progress.
Shoreline Doty/Kimberly Point															
Pre-grant, grant applications	\$ 26,400	Mike													DNR grant awrd \$1m; NRDA grant award \$102k; still working on DNR permitting
Design															
Permitting	\$ 25,000	Mike													
Carpenter Preserve (donation announcement pending)	\$ -	Develop Staff /Volunteer Work Plan													GA. 900 Tree planting; Wetland delineations completed; wking on 5 yr plan



Meeting Notes

For the Parks and Recreation Dept QR Code Task Force

Meeting Date: 11/06/2024

Meeting Started: 04:30:00 PM

Meeting Ended: 05:00:00 PM

Attendees: Kate Hancock-Cooke, Gary Lawell, Jill Mathe, Scott Weber, Maggie Rasmussen, Frank Cuthbert

- **QR Code Task Force Decisions of items below**

- Adopted as a standard to have black QR code boxes on a white back ground. Vote 5 – 0
- Adopted as a standard to have the Neenah Council Tree logo in the center of the QR code. Vote 5 – 0
- Approved the addition of the one new link for the three War Memorials be added to the Oak Hill Cemetery drop down menu. Vote 5 – 0

Kate Hancock-Cooke asked if there is a standard for describing war monuments that other cemeteries might have done.
- Adopted that one QR code will describe all monuments three monuments. Vote 5 – 0

Frank spoke to Mike Kading prior to the meeting, and Mike said that his crew will locate the QR code on a post in the area of the three monuments.
- Adopted that within the new link added to the Oak Hill Cemetery menu; a tribute website link be added. The link that has been selected and approved is the Veterans Legacy Memorial; vlm.cem.va.gov. This website is maintained and updated by the Veterans Administration. Vote 5 – 0

- **Other Discussions**

- The maintaining of the physical QR code will be the responsibility of the Oak Hill Cemetery staff.
 - The creation of the War Memorials website information will be the responsibility of Mike Kading and Maggie Rasmussen; with input from Jill Mathe.
- With the adoption and approval of the above items; this task force has completed its obligation.