

**Mackenzie Reed-Kadow**

17-1050

**From:** Deborah Neuser  
**Sent:** Monday, November 06, 2017 2:57 PM  
**To:** Mackenzie Reed-Kadow  
**Subject:** FW: No Access Agreement - Spindler

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**From:** Greg Minikel  
**Sent:** Monday, November 06, 2017 2:56 PM  
**To:** Deborah Neuser  
**Cc:** Kathleen McDaniel; Dan Koski; Chad Scheinoha; Dan Koski; Jill Erickson; Matt Smits; Mike Zimmer; Olivia Brey; Sonja Birr; Steve Herzog  
**Subject:** RE: No Access Agreement - Spindler

I just called Mr. Spindler to make sure he received the documents and to see if he had any questions. He stated that he did not really like the way it was worded.

He also stated that he was at the bank to sign it and the notary at the bank was telling him that he needed to have the Mayor and Clerk's signatures notarized as well so that she would not notarize it for him.

He seemed frustrated with it all and said that is just the way it is and he is just going to pay the assessment. Oh well. I tried. I am not going to beg him to sign it.

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**From:** Deborah Neuser  
**Sent:** Tuesday, October 31, 2017 10:12 AM  
**To:** Greg Minikel  
**Cc:** Kathleen McDaniel; Dan Koski; Chad Scheinoha; Dan Koski; Jill Erickson; Matt Smits; Mike Zimmer; Olivia Brey; Sonja Birr; Steve Herzog  
**Subject:** RE: No Access Agreement - Spindler

Just an FYI, Mr. Spindler has never signed and returned this agreement so when it comes time to do the billing, he should be charged.

Deborah

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**From:** Greg Minikel  
**Sent:** Friday, September 29, 2017 3:19 PM  
**To:** Deborah Neuser  
**Cc:** Kathleen McDaniel; Dan Koski; Chad Scheinoha; Dan Koski; Jill Erickson; Matt Smits; Mike Zimmer; Olivia Brey; Sonja Birr; Steve Herzog  
**Subject:** RE: No Access Agreement - Spindler

Deborah,

I have talked to Spindler twice. I also discussed this with Kathleen this morning and we both agree that whatever access points existed prior to him signing the agreement would be allowed to remain indefinitely. The one access point he has (which is actually part Spindler and part Paulus) is for pedestrians only and not vehicular traffic. I was told that there was an old cabin down there and that there is still a platform (probably the old cabin foundation) that remains in place that they walk to as a look out I would imagine.

The agreement would only prohibit any "NEW" access points within the P-1 Zoning area.

Therefore, I told Mr. Spindler to sign and return the agreement.

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**From:** Deborah Neuser  
**Sent:** Monday, September 25, 2017 3:57 PM  
**To:** Greg Minikel  
**Subject:** RE: No Access Agreement - Spindler

683-9695

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**From:** Greg Minikel  
**Sent:** Monday, September 25, 2017 3:56 PM  
**To:** Deborah Neuser  
**Subject:** RE: No Access Agreement - Spindler

Do you have his phone number?

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**From:** Deborah Neuser  
**Sent:** Monday, September 25, 2017 3:55 PM  
**To:** Greg Minikel  
**Subject:** RE: No Access Agreement - Spindler

I do not know what Mr. Spindler is talking about. But he did make it clear that he did not want to give up his use of an access road to the platform in ravine. I am asking that you determine whether or not the current no access agreement does that or not so we know whether or not to proceed with the reduction in assessment and the no access agreement.  
Deborah

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**From:** Greg Minikel  
**Sent:** Monday, September 25, 2017 3:50 PM  
**To:** Deborah Neuser  
**Cc:** Dan Koski  
**Subject:** RE: No Access Agreement - Spindler

I guess I do not know where this platform or access is located. I know that there is an existing access right at the start of the east most guardrail, but I believe that access point starts on the Paulus property and not the Spindler property. However, there was no intent on the City's part to my knowledge to remove or eliminate any existing access points whether it is within the no access street agreement area or not. This would also apply to the Paulus agreement as well. So, if he is referring to any existing access point then I think they should be O.K. unless you see it differently.

We would not allow any new access locations without them paying the full assessment.

Do we need to clarify this in the agreement for both parties??

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**From:** Deborah Neuser  
**Sent:** Monday, September 25, 2017 1:44 PM  
**To:** Greg Minikel  
**Subject:** No Access Agreement - Spindler

I received a call from Mr. Spindler regarding the reduction in assessment and signing of a no access agreement. He states he does want access to an access road to the platform in ravine and he doesn't want to give that up. Is that a part of the no access agreement? If so, he wants to be billed the full amount.

*Deborah A. Neuser*

City Clerk, WCMC

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