

It is expected that a Quorum of the Personnel Committee, Board of Public Works, Plan Commission and Administration Committee will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, December 7, 2009
6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
- F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
 - 1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:

Minutes to receive:

- a. [Administration Committee, 11/16/09](#)
- b. [Board of Public Works, 11/16/09](#)
- c. [Committee on Aging, 10/8/09](#)
- d. [Complete Count Census Committee, 11/4/09](#)
- e. [Housing Authority, 11/3/09](#)
- f. [Library Board, 11/19/09](#)
- g. [NM Fire Rescue, Joint Finance & Personnel Committee, 11/18/09](#)
- h. [NM Sewerage Commission, 10/27/09](#)
- i. [NM Sewerage Commission, Closed Session, 10/27/09](#)
- j. [Plan Commission, 11/17/09](#)
- k. [Safety Committee; Parks and Public Works; 10/27/09](#)
- l. [Safety Committee; Police, 9/17/09](#)
- m. Sustainability Board; [10/20/09](#), [11/17/09](#)
- n. [Water & Light Commission, 11/18/09](#)

Communications:

- o. [Customers First! Newsletter, The Wire, December 2009](#)
- p. [Menasha Historical Society Newsletter, 12/09](#)
- q. [Paul Brunette \(Wreath Factory\), 11/30/09; Thank you to Jim Card \(Sign Shop\)](#)
- r. [Winnebago Cnty, 11/13/09; Sale of tax deed property \(428 6th St. Menasha\)](#)

"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 at least 24 hours in advance of the meeting for the City to arrange special accommodations."

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 in the "Items removed from the Consent Agenda" section. 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.)

Minutes to approve:

1. Common Council 2010 Budget Review Session; [11/5/09](#), [11/9/09](#), [11/12/09](#)
2. [Common Council, 11/16/09](#)
3. [Special Joint Council & Utilities Commission, 11/16/09](#)

Administration Committee, 11/16/09 – Recommends Approval of:

4. [Revised City Proposed Fee Schedule](#)
5. [Neighborhood Stabilization Program Agreement with the Winnebago County Housing Authority \(WCHA\)](#)

Board of Public Works, 11/16/09 – Recommends Approval of:

6. [Street Use Application – 16th Annual Fox Cities New Year's Eve Celebration; Thursday, December 31, 2009; 10:30 PM to 12:30 AM, Community Forward, Inc.](#)
7. [Recommendation to Execute Agreement with Kaempfer & Associates for Preparation of Wastewater Collection System Operation and Maintenance \(O&M\) Manual](#)

Plan Commission, 11/17/09 – Recommends Approval of:

8. [Certified Survey Map on Fieldview Drive with the correction to the street name](#)

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term 11/19/09-12/3/09 in the amount of \\$1,093,173.81](#)
2. [Sale of proposed Lot 3 \(part of existing Lot 2, Lake Park Villas Plat\), Whisper Falls Lane, Menasha.](#)

Possible Motion to Adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Negotiate sale of proposed Lot 3 (part of existing Lot 2, Lake Park Villas Plat), Whisper Falls Lane, Menasha)

Motion to Reconvene into Open Session immediately following any Closed Session

J. ORDINANCES AND RESOLUTIONS

1. [O-21-09 - Relating to Refuse Collection and Recycling Materials and Collection](#)
2. [R-30-09 – Authorizing a preliminary asset sale agreement with WPPI Energy Inc. for the sale of certain City of Menasha electric utility assets](#)

K. APPOINTMENTS

L. CLAIMS AGAINST THE CITY

1. [Motion to reconsider denial of claim for Cheryle Stoneman, 211 Cleveland St. \(Ald. Roush\)](#)

M. HELD OVER BUSINESS

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

(five (5) minute time limit for each person)

O. ADJOURNMENT

MEETING NOTICE

Monday, December 21, 2009 - Council Chambers
Common Council – 6:00 PM
Administration Committee – to be determined
Board of Public Works – to be determined

City Hall Closed December 24th & 25th

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
November 16, 2009
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Vice-Chairman Pack at 8:46 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Alderman Pack, Hendricks, Zelinski, Englebert, Benner, Roush, Taylor, Wisneski
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, DPW Radtke, CDD Keil,
C/T Stoffel, PHD Nett, PWS Jacobson, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. Administration Committee, 11/2/09

Moved by Ald. Englebert, seconded by Ald. Zelinski to approve minutes.
Motion carried on voice vote

D. ACTION ITEMS

1. City Proposed Fee Schedule

Discussion ensued on the different fees; reason for certain increases; how increases were determined.

Moved by Ald. Wisneski, seconded by Ald. Roush to round up to nearest dollar the
Weights & Measures fees.
Motion carried on voice vote.

Moved by Ald. Englebert, seconded by Ald. Wisneski to recommend proposed fee schedule
as amended to Common Council.
Motion carried on voice vote.

2. Neighborhood Stabilization Program Agreement with the Winnebago County Housing
Authority (WCHA)

CDD Keil explained a program through the State and County that would help clean up some
blighted properties in the City. Funds have been made available through the federal government.
The cities of Menasha and Neenah will share a portion of the funds. There are certain guidelines
that must be followed and certain areas that qualify for the funds. The Community Development
Dept. is recommending using the funds for the demolition of blighted structures and land banking.
New construction on the vacant lot after the structure has been demolished would be carried out
by another entity such as Habitat for Humanity. That would be a separate agreement with
Winnebago County Housing Authority.

Moved by Ald. Zelinski, seconded by Ald. Englebert to recommend approval to Common Council
Motion carried on voice vote

E. ADJOURNMENT

Moved by Ald. Wisneski, seconded by Ald. Zelinski to adjourn at 9:10 p.m.
Motion carried on voice vote.

Respectfully submitted by
Deborah A. Galeazzi, WCMC,
City Clerk

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
November 16, 2009
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 9:12 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Alderman Pack, Hendricks, Zelinski, Englebert, Benner, Roush, Taylor, Wisneski
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, DPW Radtke, CDD Keil,
C/T Stoffel, PWS Jacobson, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. November 2, 2009

Moved by Ald. Zelinski, seconded by Ald. Pack to approve minutes.
Motion carried on voice vote.

D. ACTION ITEMS

1. Street Use Application – 16th Annual Fox Cities New Year's Eve Celebration; Thursday, December 31, 2009; 10:30 PM to 12:30 AM, Community Forward, Inc.

Mayor Merkes commented that staff is working on a new Special Events policy for 2010.

Moved by Ald. Englebert, seconded by Ald. Zelinski to recommend approval to Common Council
Motion carried on voice vote

2. Recommendation to Execute Agreement with Kaempfer & Associates for Preparation of Wastewater Collection System Operation and Maintenance (O&M) Manual

DPW Radtke explained the Dept. of Natural Resources will hold up to 5% of the Clean Water Fund loan until they receive a satisfactory Operation and Maintenance Manual. Requests for Proposals were sent to seven engineering firms. The only one received was from Kaempfer & Associates. Kaempfer & Associates are familiar with the City's wastewater collection system. Staff is recommending accepting the proposal from Kaempfer & Associates. The final O&M manual should be completed by Spring 2010.

Moved by Ald. Englebert, seconded by Ald. Zelinski to recommend approval to Common Council
Motion carried on voice vote

3. Consideration of O-21-09, an Ordinance Relating to Refuse Collection and Recycling Materials and Collection

This ordinance covers the fee charged on property tax bills for the new recycling carts. Acting CA Richard Carlson prepared this ordinance. He made a few language changes within the ordinance regarding refuse and recycling collections.

Discussion ensued on suggested changes and clarification to the ordinance.

Moved by Ald. Wisneski, seconded by Ald. Zelinski to recommend ordinance O-21-09 with changes to Common Council.
Motion carried on voice vote

E. ADJOURNMENT

Moved by Ald. Pack, seconded by Ald. Englebert to adjourn at 9:31 p.m.
Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk.

Menasha aldermen occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee may be attending this meeting. (No official action of any of those bodies will be taken).

**CITY OF MENASHA
COMMITTEE ON AGING
Menasha Senior Center
116 Main Street, Menasha**

**October 8, 2009
7:45 AM**

MINUTES

A. CALL TO ORDER

Meeting called to order 7:46am

B. ROLL CALL/EXCUSED ABSENCES

Present: Joyce Klundt, Bob Jankowski, Mary Lueke, Sue Nett, Lee Murphy, Roy Rogers, Sue Steffen and Sylvia Bull. Excused: Jean Wollerman

C. MINUTES TO APPROVE

1. Motion made by B. Jankowski, seconded by S. Nett to approve September 10, 2009, meeting minutes. Carried.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

1. Commission on Aging – Mary Krueger explained that before the Family Care can begin an ADRC must be in operation. And this ADRC will be operational February, 2010.
2. Financial Report – S. Bull distributed the figures she had as of this date.
3. Senior Center Supervisor – (A) S. Bull introduced guest, Sarah Gallagher, Supervisor of the Two Rivers Senior Center and Doris, the President of their Committee on Aging. Sarah and Doris Mattie explained how they started and are now operating their Friends of... group. Their presentation was informative and very helpful. (B) A Thanksgiving Banquet honoring our Veterans is scheduled for November 17 at Germania Hall. MSC and the N-M YMCA are planning this event. This banquet will be in lieu of MSC traditional Christmas Banquet in December. A flyer is being distributed. The YMCA will promote it as well. (C) Capt. Randy Lunker from the Neenah-Menasha Fire Dept. called asking for MSC's involvement in a smoke detector/carbon monoxide coupon handout for seniors. They are applying for a grant for this program. MSC will help to distribute these coupons.

E. DISCUSSION

1. MSC's charge for parties – The current charge is \$5.00. Staff will continue to seek financial support to assist with the parties.

F. HELD OVER BUSINESS

1. Activity/program fee structure - time did not permit discussion. This subject will be discussed in detail at the November meeting. S. Steffen and L. Murphy volunteered to meet and work together on this with Sylvia and be ready for the next meeting.

G. ADJOURNMENT

Motion made by R. Rogers, seconded by L. Murphy to adjourn. Carried. 9:29am

**City of Menasha
AD-HOC Complete Count Committee
Menasha Health Department Conference Room
November 4, 2009
7 AM**

MINUTES

A. Call to Order

- a. 7:06AM

B. Roll Call/ Excused Absences

- a. Present: Ken Kubiak, Sue Nett, Nancy L Barker, Gina Grogan, Keng Xiong,
Mary Crawmer, Elena Leon, Dale McNamee

C. Minutes---September 23, 2009

D. Discussion Items

1. Community Events

- a. Vaccination Clinics 11/12/2009

- i. Supplies Available

- 1. Spanish/English Brochure
 - 2. Shirts
 - 3. Mugs

- b. St. Joe's Food Pantry

- i. Supplies Available

- 1. Information brochures
 - 2. Mugs
 - 3. No bags yet

- c. UW-Fox Valley
 - i. Nancy will be bringing information brochures to hand out at UW-Fox Valley
- d. Next round of Parent/Teacher Conferences
 - i. Set up a table with information for next round of conferences (February or March)

2. Available Supplies

- a. Only supplies available are mugs and information sheets
- b. Literature material
- c. Recruiting information is available in both Spanish and English

3. Media/Communications

- a. Dale will be composing a new shorter insert for school newsletter

4. Next Meeting Date

- a. Wednesday, December 2, 2009 at 7AM at Menasha Health Department

E. Adjournment

- a. 8:00AM

**CITY OF MENASHA
HOUSING AUTHORITY
Council Chambers, City Hall – 140 Main Street
November 3, 2009
DRAFT MINUTES**

A. CALL TO ORDER

Meeting called to order by Comm. Haffner at 6:00 PM.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Christine Kaup, Frank Haffner, Cliff Fischer and Mike Sheleski

MEMBERS EXCUSED: Antoine Tines and Tim Maurer

OTHERS PRESENT: CDD Keil and Mary Bach

C. MINTUES TO APPROVE

1. Minutes of the June 16, 2009 Housing Authority Meeting

Moved by Comm. Sheleski, seconded by Comm. Fischer to approve the minutes of the June 16, 2009 Housing Authority meeting. The motion carried.

D. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

Five (5) minute limit for each person.

1. No one spoke.

E. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. Neighborhood Stabilization Program Update

Mary Bach explained Winnebago County received \$1.2 in Neighborhood Stabilization Program funds. The cities of Neenah and Menasha have been allocated \$309,000 to be used for land banking, demolition of blighted structures and new construction on sites where homes have been demolished.

2. Lead Hazard Reduction Program Update

No new funding has been made available.

F. DISCUSSION ITEMS

1. Available Funds From 2009-2010 HOME Rehab Fund and CDBG RLF Fund

HOME	\$34,270	Home Rehab
CDBG	<u>\$41,036.94</u>	CDBG RLF
	\$75,306.94	total

G. ACTION ITEMS

1. Consideration of Housing Program Applicants

Commissioners considered the following factors in making funding decisions on the following applicants:

- Source and amount of income
- Current amount and sources of assets
- Current amount and sources of debt
- Valuation of property
- Status of property tax payment
- Source of private debt financing
- Household size and composition
- Type of project and associated costs

Applicant # 98-09: This is a foreclosure property. Needs new furnace, electrical upgrades, replace rear storm/screen door, plumbing upgrades/replace water heater, minor repairs (steps at rear entrance, crack in ceiling in rear hallway, fireplace chimney repair, etc). \$10,000 for

acquisition, \$8,000 for homebuyer credit for rehab, etc. Moved by Comm. Sheleski, seconded by Comm. Kaup to approve up to \$10,000. The motion carried.

Applicant #99-09. Home in good condition. Needs some additional gutters, foundation repair, sump pump, soil and grading around foundation wall, minor electrical upgrades and tree trimming. Estimated rehab \$5,500. Moved by Comm. Sheleski, seconded by Comm. Kaup to approve up to \$5,500. The motion carried.

Applicant #100-09. Home in good condition and has been updated by owner. Major foundation work needed. Estimates \$13,800-\$20,290. Motion by Comm. Sheleski, seconded by Comm. Fischer to approve up to \$18,000. The motion carried.

Applicant #101-09. Home is a historic property. Needs major repairs, lead paint reduction, electrical upgrades (may be completed by owner with loan), replacement windows (historically correct), porches need to be rebuilt (historically correct), roof repair, chimney repair, etc. Estimated rehab \$35,000-50,000. Moved by Comm. Sheleski, seconded by Comm. Fisher to deny any funding. The motion carried.

Applicant #102-09. Home is ranch home built in 1983. Need new furnace and water heater. Kitchen floor damaged/needs replacement. Windows and patio door leak air/patio door is damaged. Cost estimate \$7,900 HOME funds. Moved by Comm. Fischer, seconded by Comm. Kaup to approve up to \$7,900. The motion carried.

Applicant #103-09. Foreclosure property. Needs new roof, new furnace, minor electrical upgrades, plumbing upgrades/replace water heater, minor repairs on siding, trim, replacement of screens on porch windows, etc. Lead paint work on soffit, fascia, exterior trim. Estimated rehab amount \$15,000. Moved by Comm. Kaup, seconded by Comm. Fischer to approve up to \$15,000. The motion carried.

2. **Conflict of Interest**

No one reported a conflict of interest.

H. **ADJOURNMENT**

Moved by Comm. Fisher, seconded by Comm. Sheleski to adjourn at 7:18 PM. The motion carried.

D R A F T
MINUTES OF REGULAR MEETING
ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES
November 19, 2009

Call to order at 4:01 p.m. by President Enos

Present: Carlson, Derouin, Eisen, Enos, Nebel, Werley, Wicihowski, Wisneski

Also present: Director Saecker, J. Bongers (Head of Adult and Technical Services), K. Seefeldt (Administrative Assistant)

Authorization of Bills

1. Motion to authorize payment of the November list of bills from the 2009 budget by Werley, seconded by Nebel, and carried unanimously.

Consent Business

2. Approve minutes from the Board meeting of October 15, 2009.
Eisen proposed amending item 9 in the October minutes to read as follows: Director Saecker reviewed the proposed 2010 budget. Eisen asked that future budget summaries unbundle the health insurance line item to mirror the City budget which lists cost code/account numbers individually as (1) health, (2) life, (3) dental and (4) vision line items. Board members requested more detailed information in the budget summary. Director Saecker was asked to revise the budget summary to include the following columns: (1) Previous Year Proposed (new), (2) Previous Year Actual (new), (3) Current Year Proposed (new), (4) Current Year Adopted, (5) Current Year Projected, (6) Next Year Proposed and (7) Percent Changed. The 2010 budget summary includes only 2009 Adopted, 2009 Projected, 2010 Proposed and Percent Changed. The Board would also like the total amount spent from the Endowment in the current year to be included as a footnote in the summary. Eisen inquired about the schedule for salary and wage increases for staff in 2010. Differences in scheduled increases for union and non-rep and City Department Heads were discussed.

Motion

Motion to approve modifications to the October 15th minutes as presented by Carlson, seconded by Wisneski, and carried unanimously

Motion

Motion to approve minutes from the October 15, 2009 Board meeting, by Carlson, seconded by Eisen and carried unanimously.

Director's Report/Information Items

3. Statistics. Total circulation for October 2009 was 49,060 items, which was a 4.8% increase over October 2008. Adult circulation increased 11.1% overall while Children's declined just 1.8%.
4. Endowment CD Renewal. We recently merged our two last small CDs into a single CD in the amount of \$10,886. We will now have single CDs coming due every other month beginning in January 2010.
5. Roberts Rules of Order. Board members received additional information pertaining to Roberts Rules of Order in their board packets.

6. WLA Conference. Director Saecker and staff found the conference to be interesting and beneficial. Board members who attended agreed. Wicihowski noted the eye-opening changes taking place in technology and services to all populations. She stated that it may be advantageous for students if the library would purchase copies of some textbooks that are currently used in the school district.
7. Staff In-Service. Jeff Russell presented a staff in-service on “Strengthening our Resilience in an Age of Uncertainty.”
8. This Blog’s For You. The Director’s Kids Lit blog was quoted recently in a School Library Journal cover story about children’s literature blogging.
9. Fox Valley Library Council. Director Saecker has been asked to serve as a Director-at-large for the Fox Valley Library Council. The position will last as long as she would like to serve. Her focus will be Intellectual Freedom.

Discussion/Action Items

10. Floating Holiday Change. Director Saecker recommended changing the floating holiday closing recently assigned to Monday, July 5, 2010 to an assigned closing. July 4th falls on a Sunday this year when the library is customarily closed. This change would clarify our intent to assign the staff paid holiday hours that are associated with July 4th to Monday, July 5th. Discussion ensued.

Motion

Motion to approve changing July 5th, 2010 to an assigned closing by Eisen, seconded by Wicihowski, and carried unanimously.

11. 2010 Budget. At our recent budget hearing, Common Council members requested an explanation of Maintenance of Effort as it pertains to our library. The Council then voted to restore the library’s budget to meet its MOE for 2010. Nebel thanked Director Saecker for her leadership and for keeping the Library Board well informed throughout the budget process.
12. Trustee Essential #12. Kathy Wicihowski reviewed Trustee Essential #12 “Library Standards.”

Announcements

At the December meeting, John Nebel will review Trustee Essential #13 “Library Advocacy.” President Enos stated she will e-mail the Director’s evaluation forms to all Board members. She requested that they return completed forms to her by Thursday, Dec. 3. The Policies & Personnel Committee will meet in December to review responses. They will make their recommendations to the Board at their regular meeting scheduled on December 17th.

Adjournment

Motion to adjourn the meeting at 4:36 p.m. by Nebel, seconded by Wisneski and carried unanimously.

Future meeting dates

The next regular Board meeting will be held in the Gegan Room on Thursday, December 17, 2009 at 4:00 p.m.

Respectfully submitted,
Paul Eisen, Secretary
Kris Seefeldt, Recording Secretary

Neenah-Menasha Fire Rescue
Finance & Personnel Committee Meeting
Wednesday, November 18, 2009 – 5:30 p.m.
Hauser Room, City Hall – City of Neenah

Ald. Wisneski called the meeting to order at 5:30 p.m.

Present: Alds. Wisneski, Stevenson, Hendricks, Ahles, and Lange.

Excused: Ald. Benner

Also Present: Chief Designate Auxier, City Attorney Godlewski, and Finance Director Easker.

Approval of Minutes: The Committee reviewed the minutes from October 27, 2009. **MSC Ahles/Stevenson to approve the minutes of October 27, 2009, all voting aye.**

Month End Budget Report: The Committee reviewed the October 2009 month end budget report. Ald. Wisneski questioned why the storm sewer charges were over budget. Director Easker explained that the budget did not include the fees from newly formed Menasha Storm Water Utility as that utility was created after the fire department budget was adopted. **MSC Ahles/Stevenson to approve and place on file the October month end budget report, all voting aye.**

Monthly Activity Report: The Committee reviewed the October 2009 monthly activity report. **MSC Lange/Stevenson to approve and place on file the October 2009 month end activity report, all voting aye.**

OLD BUSINESS

Station 32 Basement Repair Work: Chief Designate Auxier reported that the prior contract with the low bid had been cancelled due to poor performance. No further work was expected this year due to the lateness of the season. Chief Designate Auxier indicated that the department had not arranged for the next lowest bidder to do the work on the project yet and probably would wait until spring to complete the repairs.

NEW BUSINESS

Ald. Wisneski indicated that she was concerned over the fact that the committee had not received the detailed department budget prior to the Menasha Common Council budget deliberations. Consequently, the Menasha budget did not contain the detail. She expressed concern that her e-mail request for the information was not responded to promptly. Director Easker indicated that his office had provided a copy of the detailed budget to Menasha Finance Director Stoffel in late October, and assumed Alderman Wisneski would have access to the budget detail through Director Stoffel. He apologized for any role he played in the misunderstanding. Committee members agreed that they should have had access to the budget prior to Common Council deliberations. They

indicated that part of the issue might have been the transition from Chief Vander Wyst to Chief Designate Auxier's administration. Chief Designate Auxier agreed that he would provide advance copies of the proposed department budget to the Committee in future years, likely at the September meeting.

Ald. Wisneski also expressed concern over the fact that new Chief Designate Auxier's proposed salary was published in the paper before the committee had a chance to vote on the proposal. City Attorney Godlewski indicated that the proposed salary was public record and staff could not control what the press published. Once the memo explaining the proposed salary was distributed to the committee, the proposed salary was public record.

Fire Chief Salary Package. City Attorney Godlewski indicated that he had negotiated a salary of \$83,000 with Chief Designate Auxier with no anniversary increase, unlike other department head packages. In light of the salary freeze for nonrepresented employees in Neenah, it was felt this was more appropriate. The proposed salary also represents a 7.1% increase over the current Deputy Chief salary and represents an appropriate spread. **MSC Stevenson/Henricks to approve the compensation package of \$83,000 annually for the Fire Chief, all voting aye.**

Acting Chief Stipend. Ald. Stevenson requested this item for the agenda. He wanted the committee to recognize the level of work demanded of the acting chief during budget time. City Attorney Godlewski explained that the appointment by the Joint Fire Commission was treated as a promotion under City of Neenah policies and Acting Chief DeLeeuw was awarded a 5% increase for the period he served as Acting Chief. This raise represented a stipend of roughly \$400 to Acting Chief DeLeeuw for the period he served as Acting Chief. Committee members concurred that due to budget preparation, it was appropriate to increase that stipend. **MSC Stevenson/Hendricks to recognize the effort of Acting Chief DeLeeuw and increase the stipend paid for those services to \$800, all voting aye.**

Authorization to Fill Vacant Assistant Chief/Fire Marshal position. Chief Designate Auxier indicated that with his appointment, his former assistant chief/fire marshal position is vacant. The position provides crucial service to the public in plan review and fire inspections and is an essential fire prevention service. Ald. Stevenson asked if the memo supporting filling the position had been received from the Mayors. City Attorney Godlewski stated not yet, but he would ask the Mayors for their input. **MSC Ahles/Hendricks to authorize filling the vacant Assistant Fire Chief/Fire Marshal position, all voting aye.**

2010 Funding Formula. Director Easker distributed the funding formula calculated in accordance with the merger agreement. It shows that the Fire Department budget will be funded 59.55% by Neenah and 40.45% by Menasha for 2010. The corresponding funding formula for 2009 had been 59.45% Neenah, 40.55% for Menasha. **MSC Stevenson/Hendricks to accept the Neenah-Menasha Fire Rescue Cost Distribution Formula of 59.55% by Neenah and 40.45% by Menasha for 2010, all voting aye.**

There being no further business, **MSC Ahles/Hendricks to adjourn at 6:06 p.m., all voting aye.**

Respectfully Submitted,

James G. Godlewski
City Attorney

JGG

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday October 27, 2009

Meeting was called to order by Commission President W. Zielinski at 8:00 a.m.

Present: Commissioners R. Zielinski, D. Youngquist, W. Helein, K. Bauer, G. Falck, W. Zielinski, T. Hamblin; Manager Much, Accountant Voigt, Attorney Thiel.

Also Present: Paul Much (MCO); Mike Sams (Waverly); Scott Mahnke (McMahon); Attorneys William Mulligan (Davis & Kuelthau), James Godlewski (Neenah), Jeffrey Brandt and Pam Captain (Menasha); Mike King (Post Crescent).

Commissioner D. Youngquist questioned a discrepancy in the minutes for the start time of the Closed Session of August 25, 2009. The minutes listed two different start times for the meeting. It was determined the correct start time was 9:42 am. Motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to approve the minutes of the Closed Session of August 25, 2009 as corrected. Motion carried unanimously. Motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to approve the minutes of the Closed Session of September 25, 2009. Motion carried unanimously. Motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to approve the minutes of the Regular Meeting of September 25, 2009. Motion carried unanimously.

Correspondence

There was no correspondence to be discussed:

Budget, Finance, Personnel

Accountant Voigt presented the preliminary financial statements for the month of September 2009. Commissioner D. Youngquist questioned some of the information contained within the reports; Accountant Voigt will check into the questions and respond back to Commissioner D. Youngquist. After discussion, motion made by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to conditionally accept the financial statements for the month of September upon acceptable response to questions on the reports, and place it on file. Motion carried unanimously.

Attorney John Thiel presented and discussed his October 12, 2009 retention letter. It was questioned what the paralegal rate would be to the Commission; an hourly range for paralegals was indicated in the retention letter. Attorney Thiel indicated the charge to the Commission for paralegals would be \$100 per hour. After discussion, motion by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to approve the retention of Attorney John Thiel as legal counsel for the Neenah-Menasha Sewerage Commission. Motion carried unanimously on a roll call vote.

Accountant Voigt presented MCO Invoices #13939, #13977, and #13975 in the amounts of \$118,252.31, \$514.65 and \$568.27. After discussion, motion by Commissioner R. Zielinski, seconded by Commissioner G. Falck to approve for payment MCO Invoices #13939, #13977, and #13975 and to pay the invoices after November 1. Motion carried unanimously.

Accountant Voigt presented the Accountants Report for the month of September. The money market rates have continued to decrease. The CDARS funds maturing on October 1, 2009 were reinvested for 4-weeks. These funds are maturing this week and will be reinvested again for another 4-week period. MCO generated \$3,287 in income to the Commission in September. The restricted cash balances are down \$171,876 from 2008; this is mainly due to cash disbursements from the Replacement Fund for the refurbishing of the final clarifiers. After discussion; motion by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to accept the Accountants Report for the month of September 2009. Motion carried unanimously.

Accountant Voigt presented for payment McMAHON invoices #48079 and #48080 in the amounts of \$1,424.00 and \$600.00. After discussion, motion by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to approve for payment invoices #48079 and #48080. Motion carried unanimously.

Operations, Engineering, Planning

Manager Much presented and discussed the operating report for the month of September 2009. The plant is running well. Manager Much reported the week after the last Commission meeting there was a fire on a boiler in the digester building. Siloxane coated a valve which did not properly close letting flames escape and burning insulation and wiring. By the time fire fighters arrived, the valve closed and the fire went out on its own. Manager Much reported that in the next 1-2 years we will be seeing massive retirements in the wastewater industry. There is not the interest and schools currently available to provide replacements for the people retiring. MCO has been hiring and training to fill the needs for its clients. MCO has been planning for transition here at the NMSC and they are okay for now. Manager Much also reported there have been many plants built 20-25 years ago and they have O&M manuals which are not totally current. We have begun looking at going to a digital format for an O&M manual. Madison MSD has been looking at this for several years and has not found a digital format that meets their needs. Manager Much suggested that looking at GIS systems could be an alternative for having O&M manuals in a digital format. We will keep researching to find what would best fit our needs. After discussion, motion by Commissioner R. Zielinski, seconded by Commissioner W. Helein to accept the operating report for the month of September 2009. Motion carried unanimously.

Manager Much reported to the Commission on the 230kW Biogas engine. The purchase agreement for the engine was that we were purchasing an engine that would work. When the German reps were here to start the engine the starter burned out. We were able to obtain a rebuilt started nearby; the rebuilt unit broke a gear. The two starters were then pieced together to make one working starter; found out another piece was broken on the engine, a temperature gas sensor. The gas was not being cooled; the cooling unit lost its Freon. We are now very close to getting the unit running.

McMahon Proposal for Services. Scott Mahnke (McMahon) addressed the Commission and discussed the proposal for preliminary design of the WWTP control system. The current system by SquareD no longer supports the hardware and software. The current system is approaching the frame of not being serviceable. The proposal would provide a report with recommendations on how to proceed. The 14-week time frame to complete was questioned. Manager Much indicated he could see it taking that long to complete based on the number of points to measure. It was also questioned if we would have a preliminary plan at the next meeting on what we are looking at based on all the items being discussed and being researched. It was questioned if the system would be an open architecture SCADA system. Scott Mahnke indicated yes, he would expect it to be. After discussion, motion by Commissioner D. Youngquist, seconded by Commissioner K. Bauer to except the Proposal for Professional Engineering Services for the Preliminary Design of the Wastewater Treatment Facilities Control System for the NMSC at a cost of \$19,500. Motion carried unanimously.

Old Business

Interceptor ownership. Manager Much reported that he has no new information to report at this time.

Biosolids Management. Manager Much distributed and discussed a McMahon report on the Biosolids Storage Building Siting Update. The various options in the report were discussed. The next step in the Landfill site is for Chad Olsen to meet with the Landfill Board. Up to this point we have been meeting with landfill staff. Reedsville farmer – we expect to see a proposal in a week or two. Gizmo Farms – looking at biosolids as fuel for boiler. Veolia – have met with representatives and they are looking at putting a proposal together with building a building for storage. We could see something in a month or so. Arrowhead Park – there would be setback issues. Right now the landfill option looks to be the best option. We need to give Chad Olsen approval to approach the Landfill Board. Motion by Commissioner W. Helein, seconded by Commissioner D. Youngquist to authorize Chad Olsen of McMahon Associates to approach the County Landfill Board for the purposes of discussing options of placing a storage building on Landfill property. Motion carried unanimously.

HVAC System Update. They are working in the lab now, the project should be completed next week.

Motion made by Commissioner G. Falck, seconded by Commissioner R. Zielinski to convene into closed session pursuant to Wis. Stats. § 19.95(1) (g) to confer and review written and/or oral legal advice by legal counsel to the Commission as to litigation strategy and status of matters concerning the lawsuit(s) commonly referred to as the Fox River litigation and a separate and distinct matter involving a Notice of Claim received by the Commission from the Town of Neenah Sanitary District No. 2 which requests reimbursement of funds. Motion carried unanimously by Commissioners R. Zielinski, D. Youngquist, W. Helein, K. Bauer, G. Falck, W. Zielinski, T. Hamblin. Meeting entered into closed session at 8:58 am.

Commissioner K. Bauer requested to be excused from meeting to attend to personal matters. Request granted. Commissioner K. Bauer excused from meeting at 9:45 am.

Commissioner D. Youngquist requested to be excused from meeting to attend to personal matters. Request granted. Commissioner D. Youngquist excused from meeting at 9:58 am.

Motion made by Commissioner T. Hamblin, seconded by Commissioner R. Zielinski to adjourn the closed session and return in regular open session to take action on a Resolution in response to the Town of Neenah Sanitary District No. 2 Notice of Circumstances of Claim. Motion carried unanimously by Commissioners W. Helein, R. Zielinski, T. Hamblin, W. Zielinski, G. Falck. The Commission returned to Regular open session at 11:07 am.

Motion by Commissioner R. Zielinski, seconded by Commissioner T. Hamblin to approve the text of the Resolution denying the September 15, 2009 Notice of Circumstances of Claim and further move the Commission resolve as stated in the Resolution. Roll call vote taken; voting aye: Commissioners W. Helein, R. Zielinski, T. Hamblin. Voting nay: Commissioner G. Falck. Motion carried.

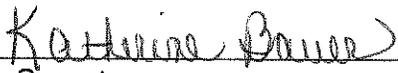
Vouchers

Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein to approve operating and payroll fund vouchers #131222 through #131301 in the amount of \$712,585.57 for the month of September. Motion carried unanimously.

Motion made by Commissioner R. Zielinski, seconded by Commissioner T. Hamblin to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 11:12 a.m.



President



Secretary

THE NEXT REGULAR MEETING IS ON TUESDAY November 24th 2009.

NEENAH-MENASHA SEWERAGE COMMISSION

Closed Session
Tuesday October 27, 2009

Motion made by Commissioner G. Falck, seconded by Commissioner R. Zielinski to convene into closed session pursuant to Wis. Stats. § 19.95(1) (g) to confer and review written and/or oral legal advice by legal counsel to the Commission as to litigation strategy and status of matters concerning the lawsuit(s) commonly referred to as the Fox River litigation and a separate and distinct matter involving a Notice of Claim received by the Commission from the Town of Neenah Sanitary District No. 2 which requests reimbursement of funds. Motion carried unanimously and all voting in favor of the motion were: Commissioners R. Zielinski, T. Hamblin, G. Falck, K. Bauer, W. Helein, D. Youngquist, W. Zelinski. Meeting entered into closed session at 8:58 am.

The Closed Session was called to order by Commission President W. Zelinski at 8:58 a.m.

Present: Commissioners R. Zielinski, T. Hamblin, G. Falck, K. Bauer, W. Helein, D. Youngquist, W. Zelinski; Manager Much, Attorney Thiel, Accountant Voigt.

Also Present: Paul Much (MCO); Attorney William Mulligan (Davis & Kuelthau); Attorneys Brandt and Captain (Menasha); Attorney Godlewski (Neenah).

Fox River Litigation – Attorney Mulligan addressed the Commission to provide advice and consultation as to the current status of the matter known as the Fox River Litigation. The Commissioners were informed of potential for resolution with plaintiffs and any other parties. The Commissioners were informed of potential settlement parameters that may be required in order to obtain a proper settlement between the Commission and any other parties. Pursuant to an invitation extended on behalf of the Commission; James Godlewski, City Attorney of the City of Neenah, Pam Captain, City Attorney of the City of Menasha, and Attorney Jeffrey Brandt, legal counsel to the City of Menasha all attended in order to keep them informed as to the advice from Attorney Mulligan.

Commissioner K. Bauer requested to be excused from meeting to attend to personal matters. Request granted. Commissioner K. Bauer excused from meeting at 9:45 am.

Commissioners discussed with legal counsel at length regarding potential settlement options and parameters.

Commissioner D. Youngquist requested to be excused from meeting to attend to personal matters. Request granted. Commissioner D. Youngquist excused from meeting at 9:58 am.

Commissioners continued discussion of potential settlement options and parameters. Upon completion of discussion, Attorneys Mulligan, Brandt, Captain, and Godlewski excused from meeting.

Town of Neenah Notice of Claim – Attorney John E. Thiel of John E. Thiel Law Office LLC addressed the Commission and provided legal advice concerning a September 15, 2009 Notice of Circumstances of Claim served on Roger Voigt, Midwest Contract Operations, Inc. and William Zelinski, Neenah-Menasha Sewerage Commission, by personal service on September

16, 2009 from the Town of Neenah Sanitary District No. 2, by Attorney John A. St. Peter, of Edgerton, St. Peter, Petak & Rosenfeldt, counsel to Town of Neenah Sanitary District No. 2.

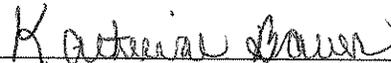
The Commission discussed the Notice of Circumstances of Claim brought in reaction to the Commission's May 26, 2009 action by motion on the record to remove financial data in the form of actual user use since 1988 held in the form of "assets" and "liability" characterizations in the financial statements of the Commission. The Commissioners discussed the history leading to the 1988 ability for any user to pre-pay Capital Costs in 1988 and the then intent of such pre-payment; the reason the actual user information was retained over the past years; the discretion available to the Commission to take action in 2009 based upon the known 1988 facts and the retained historical data; and, a refresher as to the exercise of Commission discretion in approving the May 26, 2009 motion that has been challenged by the Town of Neenah Sanitary District No. 2.

Motion made by Commissioner T. Hamblin, seconded by Commissioner R. Zielinski to adjourn the closed session and return in regular open session to take action on a Resolution in response to the Town of Neenah Sanitary District No. 2 Notice of Circumstances of Claim. Motion carried unanimously. Motion carried unanimously and all voting in favor of the motion were: Commissioners R. Zielinski, T. Hamblin, G. Falck, W. Helein, W. Zelinski. The Commission returned to Regular open session at 11:07 am.

President



Secretary



CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
November 17, 2009
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called was called to order at 3:34p.m. by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, DPW Radtke, Ald. Benner and Commissioners Schmidt, Sturm and Cruickshank

PLAN COMMISSION MEMBERS EXCUSED: Commissioner Homan

OTHERS PRESENT: CDD Keil, Dan Gueths

C. MINTUES TO APPROVE

1. Minutes of the November 3, 2009 Plan Commission Meeting

Moved by DPW Radtke, seconded by Comm. Sturm to approve the November 3, 2009 Plan Commission meeting minutes with corrections noted regarding members present and meeting start time.

The motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

1. No one spoke.

E. DISCUSSION

1. None

G. ACTION ITEMS

1. Certified Survey Map – Field of Dreams

CDD Keil stated that this area had formerly been used as a stormwater detention basin. There was an agreement with the developer that if and when a regional stormwater management facility was created, and this pond was no longer needed, the parcel could be used for residential development. The Province Terrace regional stormwater pond has supplanted this facility.

Commissioners discussed a fence encroachment on the north side of Lot 1, soil suitability related to the placement of fill and bearing strength, and the incorrect labeling of Manitowoc Road as Plank Road. Motion by DPW Radtke, seconded by Comm. Schmidt to approve the CSM on Fieldview Drive with the correction to the street name.

2. Special Use Permit – 7265 Manitowoc Road

CDD Keil stated that a Special Use Permit was applied for to permit outdoor storage on the premises. A Special Use Permit was formerly granted on the adjoining parcel to Dan Gueths, who owns the parcel for which the current Special Use Application is being made. The Special Use permit previously issued has not been fully complied with.

Dan Gueths spoke concerning the need to obtain some economic return from the property given taxes and stormwater utility fees. He also stated that the existing berm screens the property from view by neighboring residents and that property owners in the vicinity of his existing storage facility are renting from him.

Commissioners discussed:

- Site grading and drainage
- Impact of the berm on drainage patterns
- Availability of storm sewer
- On-site stormwater management options
- Berm slope stability and erosion control
- Berm landscaping
- Paving of outdoor storage areas
- Site lighting & security
- The temporary/transitional character of the proposed use
- The lack of full compliance with formerly approved plans/permits

The direction of the commission was that staff should work with Mr. Gueths to come back with a complete plan addressing the above referenced items.

3. **Annual Comprehensive Plan Review – Identification of Issues/Opportunities to be Considered**

Commissioners discussed the Economic Development Element of the plan with respect to future commercial development and redevelopment opportunities. Ald. Benner spoke to the importance of rail transportation as related to economic development . Commissioners also discussed the impacts of rising fuel costs and the need for closer linkages with places to work/places to live.

H. ADJOURNMENT

Moved by Comm. Cruickshank, seconded by Ald. Benner to adjourn at 5:12 p.m.

The motion carried.

Minutes respectfully submitted by Greg Keil, Community Development Director



**Public Works/Parks Safety Committee Meeting
Minutes
October 27, 2009**

Meeting called to order at 9:10 AM.

Present: Jeff Nieland, Adam Alix, Corey Gordon, Todd Drew, Mark Radtke, Bill Basler Sr., Vince Maas, Jim Julius, Brian Tungate, Ken Popelka

Absent: Tim Jacobson, Sue Nett

A. Approval of Minutes – Motion to approve minutes V. Maas second M. Radtke

B. Old Business

1. **EOEP Maps** – No change
2. **Confined Space Training October 14,15, 2009** – DPW Staff and 3 Parks Department Staff attended the training held at the Menasha Water Plant. B. Basler stated that the training good – provided good information from the Fire Department and from Water Utility employees.
3. **Chop Saw Training October 6, 2009** – DPW and Parks staff attended the training conducted by a representative from Stihl. Training was well received and very informative.

C. New Business

1. **Monthly Safety Topic** – Distributed for posting in the individual departments. "It's not time for a "maze"- when the place is ablaze"! Topic covered proper use of equipment, worker moral, orderly work area and locations of emergency equipment promoting a safe workplace.
2. **Injury Review** – No injuries for Parks Department.
One reported injury in Public Works which involved an employee picking up a board with an unseen exposed nail which went through his glove and into his finger. Employee was using appropriate PPE, just failed to see the nail in the board. T. Drew advised J. Nieland to have the employee contact the Health Department and check when he had his last tetanus shot and to determine if a booster was recommended.
3. **Vehicle Reverse Alarms (Quote)** – During the September meeting V. Maas inquired about requirements for municipal pick-up trucks to have reverse alarms. T. Drew provided copy of e-mail from B. Rank – CVMIC stating that they were not required but are always recommended (ie Parks). T. Drew obtained a quote for \$1237.34 which would purchase alarms for 13 pick-ups installation would be additional.
4. **CVMIC Significant Program Award – Safety Equipment Purchase Suggestions** – Discussion regarding possible safety items which could be purchased using the 1000.00 award. Options included:
 - Ice cleats to all DPW, Parks, Engineering employees who work outdoors in the winter.
 - 40-48" arrow light board for the front end loader to warn drivers coming up from behind. Primary concern is clearing snow, where B. Basler stated there have been some near misses.

- K. Popelka raised installation of reverse camera on the commercial garbage truck.

T. Drew will review and request information / quotes regarding these items and return for the November 09 Safety Meeting.

5. **Other Issues-**

- C. Gordon inquired if T. Drew had or could obtain a test kit for water illegal water discharges to storm sewer. T. Drew stated that kits could be obtained to do sampling; however water sampling is somewhat specific and would need possible chemicals, etc in order to obtain appropriate kits. C. Gordon to provide some ideas. Fluoride was brought up as one possible to detect for distribution water discharges to storm.
- K. Popelka brought up a concern about the storage of gas in the shed adjacent to City Hall and the fumes which were noted. A. Alix to check on this concern.

D. Training

1. **Competent Person Training** – CVMIC was contact regarding the availability for this training primarily related to trenching. This training will be available in the spring.
2. **Chain Saw Training** – CVMIC plans on putting on a chain saw training in the spring. V. Maas suggested contacting FISTA to have them provide part of this training which could include actually falling trees in Heckrodt.
3. **Vehicle Safety Training** – Goal is to conduct this training in April 10. Trailer backing, defensive driving, backing with limited visibility (garbage trucks) are items to be included.
4. **Harassment Training November 18, 2009 (all staff) 8:30am, 10:15am & 1:15pm** – Suggested that supervisors look start a sign up or assign staff times to attend.
5. **Other suggestions** – No other training suggestions were presented.

E. Motion to adjourn made by J. Julius second C. Gordon Meeting adjourned at 10:00 AM. Next meeting November 24, 2009 @ 9:00am.



**Police Department Safety Committee
September 17, 2009
Minutes**

Meeting called to order at 2:35PM.

Present: Mike Brunn, Aaron Zemlock, Bev Sawyer, Todd Drew, Dave Jagla, Chuck Sahr

Absent: Sue Nett, Mark Mauthe

- A. Motion to approve minutes from July 30, 2009 meeting made by D. Jagla and seconded by M. Brunn - Motion carried.

B. Old Business

1. **EOEP update** – No progress made to date. Intent is to work with new Neenah Police Chief regarding an agreement between the two cities. Likely 2+ months to allow new Neenah Police Chief to become settled. Issue currently would result in personnel going mobile temporarily.
2. **Respiratory Protection** – Medicals to be coordinated with CRT Training and City of Menasha Medical Advisor. Dates will be coordinated through Physician Advisor T. Shoberg and S. Nett.
3. **Safety Manual (Revised)** – Overall revised City Safety Policy to be provided to Menasha Police Department to supplement PD specific Safety Policies. Previously discussed sections will be provided – remaining sections will be provided following review and necessary changes.

C. New Business

1. **Monthly safety topic "Avoid Harm, OBEY the Stop Arm!"** -was sent electronically to C. Sahr.
2. **Injury Review** - No Injuries were reported.
3. **Red Cross Emergency Packs** – T. Drew provided M. Brunn 3 packs to distribute for drills or training.

D. Training

1. **Confined Space for Law Enforcement** – All law enforcement personnel have completed the training. T. Drew to enter training record on the database.
2. **Future Trainings** – No suggestions provided

- E. Meeting adjourned at 3:05 PM. Motion to adjourn made by C. Sahr second D. Jagla.

**CITY OF MENASHA
SUSTAINABILITY BOARD
Common Council Chambers
140 Main Street, Menasha**

Tuesday, October 20, 2009

Minutes

A. CALL TO ORDER

B. ROLL CALL/EXCUSED ABSENCES

Present: Linda Stoll, Becky Bauer, Mike Dillon, Roger Kanitz, Sadie Schroeder

Excused: Trevor Frank

Others Present: Paul Burdon, CDD Greg Keil, Jill Enos

**C. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE SUSTAINABILITY BOARD
(five (5) minute time limit for each person)**

Paul Burdon, a guest of Roger Kanitz spoke on Sustainability initiatives in the United Kingdom.
Specific topics included:

- Volume/weight based trashed collection fees
- reclamation/repair/reuse of unwanted items
- home delivery services reducing reliance on automobiles
- minimizing packaging/disposable bagging of consumer goods
- vehicle licensing based on Carbon dioxide emissions
- required wind power generation for large scale commercial development
- elimination of zoning requirements for residential wind/solar installations
- community gardens

D. MINUTES TO APPROVE

1. Sustainability Board minutes, 9/15/09

Motion made by Mike Dillon and seconded by Becky Bauer to approve minutes as amended.
The motion carried.

E. COMMUNICATIONS

1. Sustainability in Your Community, WPPI Energy
2. VHBA invite to Green building meeting (Linda Stoll)
CDD Keil to attend event on November 17, 2009.

F. DISCUSSION ITEMS

1. Downtown Market, Marina Place Market & Farm Market Surveys

Board members suggested changing question #4 on the Farm Market Survey from a 5 to a 4 point rating system. Mike Dillon will distribute CFL's to those who complete Farm Market Survey. Becky Bauer offered to assist with the survey administration.

Board members reviewed the prototype Downtown Market and Marina Place Market Surveys created by the Wisconsin Main Street Program and discussed potential changes. Staff is to prepare draft surveys specific to the Marina Place Development and Downtown for the board's future consideration.

2. Wind Energy Ordinance

CDD Keil reported that wind energy systems are permitted as a special use under the existing zoning ordinance. Commissioners discussed elimination of permit requirements for "small" systems and the comparability of the City of Menasha and Town of Menasha ordinances.

Mike Dillon reported that the installation of four 20 KW turbines was approved at SCA's Town of Menasha site and that SCA is doing a wind assessment at SCA's City of Menasha site.

3. Salt usage for deicing city streets (Sadie Schroeder)

Public Works Director Mark Radtke prepared a memo concerning the City's salt use practices and the DPW's initiatives to reduce the utilization of road salt. Commissioners expressed interest in making Geomelt available for purchase by city residents.

4. MJSD Sustainability Proposal (Becky Bauer)

Becky Bauer reviewed a memo she had prepared requesting school board to adopt a sustainability committee. She will continue to work with the administration in putting together a "Green Team" to develop a sustainable plan.

G. ACTION ITEMS

1. Set next meeting date

Next meeting date set for November 17th at 6:30 p.m.

H. REPORT OF COMMISSIONERS & STAFF

1. Valley Transit Update (Roger Kanitz)

Roger Kanitz reported that Valley Transit hired a planner to develop and evaluate route options. A new furnace was installed in the transit garage.

2. Report on Demonstration projects - Stormwater/Water quality, natural landscaping

CDD Keil reported that the rain garden at the ECWRPC site had been excavated and that the engineered soil had been placed. Commissioners discussed installation of plant materials.

3. Report on Walking & Bike Audit (CDD Keil)

CDD Keil reported that the mapping for the walking and biking audit had been completed. Commissioners discussed engaging the school district in this initiative.

4. Report on Neighborhood Electric Vehicle Ordinance (CDD Keil)

Nothing to report.

5. Status of the "Sustainability Action Summit"

Roger Kanitz reported that 31 people have registered for the event to be held at Heckrodt Wetland Reserve at 6:00 on October 22.

6. Department TNS presentations/Sustainability training

CDD Keil reported that green procurement had been selected as the topic for department head training on November 5, 2009 at 8:30 a.m. Mike Dillon volunteered to lead these discussions using SCA's green procurement policy as a prototype.

7. Board presentation to Common Council

Linda Stoll stated that the next presentation to the council will be on January 18, 2009.

8. Energy Efficient Mortgages

CDD Keil is to make contact with financial institutions to determine if there is any interest.

9. "First Impressions" program (Linda Stoll)

No progress

10. "Answers to your Energy Questions" at the UW- Fox Valley (Roger Kanitz/ Mike Dillon)
Roger Kanitz reported on the event held on October 15, 2009.

I. ADJOURNMENT

Motion to adjourn made by Becky Bauer and seconded by Mike Dillon at 8:55 p.m.
Motion Carried.

Respectfully submitted by
Greg Keil

**CITY OF MENASHA
SUSTAINABILITY BOARD
Common Council Chambers
140 Main Street, Menasha**

Tuesday, November 17, 2009

Minutes

- A. CALL TO ORDER
Meeting called to order by Linda Stoll at 6:35 p.m.
- B. ROLL CALL/EXCUSED ABSENCES
Present: Linda Stoll, Jill Enos, Sadie Schroeder, Mike Dillon, Becky Bauer
Also Present: Bill Beachkofski, Ed Kassel, Deff Deltgen, CDD Keil
Excused: Trevor Frank, Roger Kanitz
- C. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE SUSTAINABILITY BOARD
(five (5) minute time limit for each person)
No one spoke
- D. MINUTES TO APPROVE
1. Sustainability Board minutes, 10/20/09
Motion made by Jill Enos and seconded by Mike Dillon to approve the minutes of the October 20, 2009 meeting.
Motion carried.
- E. COMMUNICATIONS
Jill Enos made an announcement about the film "Food, Inc." to be shown at the Menasha Public Library at 7:00 p.m. on Friday, November 20.
- F. DISCUSSION ITEMS
1. Sustainability Board input on Comprehensive Plan Review
Greg Keil reviewed the Comprehensive Plan content and objectives. Linda Stoll reviewed state planning requirements and guidelines. Board members suggested preparing a news release to be placed in the News Record and online Post Crescent announcing the annual review of the comprehensive plan is underway and inviting public comment. Greg Keil is to email links to Sustainable Dane County and Building a Green Capital City to committee members.
2. City-wide Energy Efficiency Planning (25x25 Plan)
Linda Stoll discussed the need for the plan given the City's commitment to achieve 25% utilization of renewable energy by 2025. Bill Beachkofski spoke about energy tracking and offered to provide a model.
3. 2010 Action Item List
- Green Procurement Mike Dillon reported on the presentation that he made to city department heads/managers on green procurement, and urged that the policy be formalized as part of the city's purchasing policy. Greg Keil is to draft a policy language for consideration by the board. This will ultimately be presented to the Personnel Committee and Common Council for consideration.
- Energy Policy Board members discussed energy efficiency objectives and the effectiveness LEED EB & Energy Star criteria for reduce consumption and how these could be incorporated in to city actions/policies.

Farm Fresh Market Board members discussed the success of the farm market and discussed possibilities for other local food initiatives. Mike Dillon said that he would apply for sponsorship through SCA for the 2010 Farm Fresh Market.

Bike/Pedestrian Audit Greg Keil reported that the initial audit has been completed. Linda Stoll felt that an ad-hoc committee should be formed to assist with implementing improvements guided by the Complete Streets Model.

NEV Ordinance Board members discussed the adoption of Neighborhood Electric Vehicle Ordinance by neighboring communities and requested that staff draft an ordinance for the board's consideration.

Information /Education Becky Bauer described her efforts to introduce educational presentations on sustainability topics to high school classes. Jill Enos offered to will put ideas together to update the Sustainable Menasha webpage on the City of Menasha website. Mike Dillon stated that he will continue to do presentations to elementary schools.

Stormwater Management Board members expressed a desire to work on an incentive program for homeowners to install rain barrels and other practices to reduce stormwater runoff from residential lots.

Transit Roger Kanitz , the city's representative to the Transit Commission if to continue working with Valley Transit on options to improve accessibility to and ridership by Menasha residents.

Sustainability Board Communication Policy Board members discussed developing a communication strategy to share information and invite participation in sustainability initiatives.

Wish List for Future Sustainability Board Consideration

- Volume-based fee system to promote waste reduction
- Energy reduction benchmarking system
- Energy assessment and comparative assessment of existing buildings
- Review of city ordinances with regard to sustainable design, etc. and formation of a regional committee to consider changes/desired outcomes.

Sustainability Board Visioning Session Board members expressed an interest in conducting a visioning session to set future direction/priorities.

G. ACTION ITEMS

1. Set next meeting date

Next meeting set for December 15, 2009. Becky Bauer inquired with other board members about participation on the board by high school students. Commissioners were favorable to having students participate on an informal basis.

H. REPORT OF COMMISSIONERS & STAFF

1. Valley Transit Update (Roger Kanitz)

No report

2. Sustainability Action Summit (Linda Stoll)

Linda Stoll reported that the Summit resulted in consensus to conduct a regional review of local ordinances as related to sustainability and to establish a regional website as a clearinghouse for matters related to sustainability.

3. Sustainability Concepts meeting with Paul Burdon (Roger Kanitz & Linda Stoll)

Linda Stoll reported on meeting with Paul Burdon. Jill Enos emphasized the need for visioning to direct the Sustainability Board's efforts.

4. Report on Demonstration projects - Stormwater/Water quality, Natural Landscaping

Sadie Schroeder stated that she and Mike Dillon had viewed the raingarden demonstration project and expressed concerns relative to design. She is to contact Master Gardeners for advice.

5. Department TNS presentations/Sustainability Training

Mike Dillon reported on the training he conducted with city department heads and managers on green procurement.

6. EECBG Grant Application

Greg Keil reported that the grant application had been submitted and includes proposals for HVAC upgrades in city buildings and the installation of energy efficient street lighting.

7. Fox Valley Home Builders Association Green Building Committee

Greg Keil reported that the committee is interested in having a representative on each of the sustainability boards in their service area.

I. ADJOURNMENT

Motion made by Becky Bauer and seconded by Mike Dillon to adjourn at 8:43 p.m.

Motion carried.

Respectfully submitted by Greg Keil

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

Draft

November 18, 2009

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 7:30 A.M., with Commissioners Bob Fahrbach and Don Merkes present on roll call. Also present were Melanie Krause, Co-General Manager/Business Operations; Dick Sturm, Co-General Manager/Engineering and Operations; Steve Grenell, Project Engineer; Kristin Hubertus, Business Operations Accountant; Lonnie Pichler, Electric and Water Distribution Supervisor; Jerry Sturm, Water Plant Supervisor; John Teale, Technical Services Engineer; and the Press. Roy Thilly, WPPI Energy CEO, was also present.

In the absence of Commission Secretary Watson, Commission President Allwardt appointed Comm. Merkes as Acting Secretary for this meeting.

Item II. People from the Gallery to be heard on any topic of public concern to the Utility:

The following landlords all spoke regarding the method of delinquent utility bills being placed on the tax rolls, deferred payment agreements, and inaction on the part of the collection agency currently utilized:

Richard Loehning, 321 Willow Lane
Dan Zelinski, 647 Paris Street
Tim Maurer, 575 Riverway
David Zelinski, 57 Appleton Street
Michael Austin, 141 River Street

For the next meeting, Comm. President Allwardt requested a history of how deferred payments are arranged, how unpaid bills are placed on the tax rolls, when collection agencies get involved, and what can be done to notify landlords. Because many of the Commissioners were not on the Utility Commission when these policies were enacted, he would like to review this item at the December meeting.

Co-General Manager Krause stated there is an item later on the agenda to verbally address some of this information, but in the absence of Customer and Utility Services Manager Rodriguez all of the questions may not be addressed.

Item III. Motion made by Comm. Fahrbach, seconded by Comm. Merkes, was unanimous on roll call to approve the following:

- A. Minutes of the Regular Meeting of October 27, 2009.
- B. Minutes of the Closed Session of October 27, 2009.
- C. Minutes of the Special Meeting of October 28, 2009.
- D. Approve and warrant payments summarized by checks dated Nov. 5 - 18, 2009, which includes Net Payroll Voucher Checks, Operation and Maintenance Voucher Checks for a

total of \$869,693.28, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call.

E. Correspondence, as listed.

Summary of Proposed Transaction with WPPI Energy to assist Menasha in promptly setting all claims related to its steam system, including claims of steam revenue bond holders dated November 9, 2009

Copy of memorandum dated Nov. 11, 2009 to WPPI Energy Directors, Alternates, Representatives and Managers, from Roy Thilly, re: Developments

Item IV. October Financial and Operations Statement – Mrs. Krause reported the electric sales for the month are 14% less than budget; our largest customer was down approximately 18%.

On the water income statement, the industrial customers are down. The water treatments costs are contributed to chemicals and two months of sewer user fees. The water capital projects have been deferred for the remainder of the year in order to meet a positive cash flow. A discussion was held regarding the scrapper basin project being deferred, and a possible time to complete it. Water Plant Supervisor Jerry Sturm stated timing of this project will also depend upon water conditions. The Commission requested to be updated on this item and would like to see it done as soon as time and finances permit.

Mrs. Krause added the Steam Plant financial statements reflect the plant closure. There were very minimal sales for the short time the plant was operational, and there were no electric sales during the month. There is also a cash shortfall due to Sonoco not yet making their final steam payment.

After discussion, the Commission accepted the October Financial and Operations Statement as presented.

Item V. Claims Against The Utility – there were no claims discussed at this meeting.

Item VI. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes. Mrs. Krause reported there is one purchase order over \$10,000 for the replacement of two vehicles with a 2010 Ford Fusion.

The motion by Comm. Fahrback, seconded by Comm. Merkes, was unanimous on roll call to approve PO #6682 to Les Stumpf Ford in the amount of \$12,280.00 to purchase a 2010 Ford Fusion.

Item VII. Unfinished Business, Genie Aerial Work Lift – Supv. Jerry Sturm reviewed the cost to buy-out the lease for the Genie Aerial Work Platform. The cost will be taken from the 2010 tools and equipment budget if the purchase is made.

The motion by Comm. Merkes, seconded by Comm. Fahrback, was unanimously approved on roll call to purchase the remainder of the lease on the Genie Aerial Work Platform in the amount of \$3,921.68.

EMT Position – Co-General Manager/Engineering and Operations Sturm reviewed the analysis included in the packet of the benefits of retaining an on-staff Journeyman Electro-Mechanical Technician. A draft job description was also included. It is the recommendation of staff to retain the skill-set acquired through formal training to assist and move forward with our substation program. Mrs. Krause added that legal has reviewed this new job description.

Mr. Sturm stated with the plan moving forward, four individuals would be brought over from the Steam Plant, and the transition would be to follow-up in January with the beginning of training of the person who has contractual rights to the job. The full apprentice program cannot be started in mid-year due to prerequisite requirements for this program, but there is one course that does not have a prerequisite required. It is being researched where the program is available. The journeyman program would provide a succession plan to maintain the qualified journeyman status on staff to provide service for our substations and other electrician work throughout the utility at all times. It would also make good sense to cross train our operators, and that process could be started before there is retirement or attrition activity.

In response to Comm. Fahrback's question, the 2010 budget reflects the necessary funds to proceed with the training for one EMT and completing the millwright program. It was also noted the draft job description will be reviewed with the Union President as soon as he is available.

After a question from Comm. Allwardt, the requirement of having a minimum of 4 years current experience in repair and maintenance of Substation equipment will be added to the job description.

The motion by Comm. Merkes, seconded by Comm. Fahrback, was unanimously approved on roll call to authorize the Journeyman Electro-Mechanical Technician job description as modified, to review the draft job description with the Union President, and to post the job opening.

Decommissioning Update – Project Engineer Grenell reported the decommissioning is on schedule and under budget for hours, with Friday, November 20, being the last day for staff. A walk through inspection has been completed with the Fire Department and the plant is in compliance with the fire code. The boilers are dry, and the chemicals to be used for sealing the tubes are on back order. The budgeted hours for the removal of the GE equipment have not been utilized. A letter of agreement is being drafted regarding the storage status of the RO equipment, and it will be reviewed by legal counsel.

In reply to Comm. Allwardt's question relating to interest in the purchase of the steam plant, Mr. Dick Sturm stated four tours have been provided to individuals, all of whom have requested to remain anonymous.

Comm. Allwardt stated the crew at the Steam Plant have done a professional job, and have kept focused on getting the plant in the best condition possible, and their efforts are appreciated.

Item VIII. New Business, WPPI Energy Update – Roy Thilly, WPPI Energy CEO, stated the purpose of his visit was to give some highlights and answer questions related to WPPI. The big

item on their agenda at the current time is the Elm Road power plant under construction near Oak Creek. The first unit is expected to enter service by the end of the year, and the second is due in service August, 2010. It is the largest construction project in the history of the state and the facility will be the most efficient unit in Wisconsin. WPPI is confident the project will come in within their budget, and they will not have to add new generation until 2020 or beyond.

Wisconsin has been in an increasing rate environment for five to six years. Setting aside the recession impacts, the trend going forward will be increased cost of electric production because the cost of new generation is much higher than the cost of the existing system, environmental regulations are going to increasingly impose costs, and both demand and loads are down significantly and it increases demand related costs.

The State has a mandate to have 10% of the power supplied to retail customers come from renewable resources by 2015. WPPI Energy met that requirement in April, and they will be able to take advantage of opportunities as they come along. The primary supply is wind energy and it is one of the most economic renewable sources.

The big priority going forward is conservation and efficiency. Members have approved a significant increase in the conservation budget and there are a number of reasons why it is a high priority. It is the most important valuable customer service you can provide today in a rising rate environment. Being able to push out the need through having customers and operations become much more efficient users of electricity is the smartest thing to do to keep costs down for the long term. It also reduces emissions and lowers compliance costs, and there is much better reception from the Public Service Commission for being pro-active on these issues.

WPPI Energy's priorities are to continue to support their members to provide excellent service to customers, keep power costs as low as possible, make sure costs are very competitive, and keep an eye on the future in order to plan for long-term business.

WPPI Energy is also in the process of hiring a new Energy Service Representative for Menasha, Oconto Falls, and New London; interviews occurred earlier this week.

Mr. Thilly departed the meeting.

Fleet Listing – Mrs. Krause reviewed the listing requested at a prior meeting which includes a three year average of usage and the expected replacement time.

After discussion, staff was asked to review the high value units and put some distance between the replacement times without compromising safety.

Taxroll/Landlord Proceeds – In the absence of Customer and Utility Services Manager Rodriguez, Mrs. Krause gave a brief overview. The landlords do receive copies of tenant delinquent bills even during the moratorium. The PSC rules state we are required to offer all our delinquent customers deferred payment arrangements. If a customer has not made any payment during the moratorium, they are required to pay 40% down before they can make a deferred payment arrangement. If the customer has made some payment attempt during that time we may

lower it to 30%. The landlord is not officially notified when that process takes place, but if there is concern they are able to contact the Customer Service Department. Landlords are not notified when deferred payment arrangements are made, and it may be just a matter of setting a procedure on how to do that notification. During the moratorium, if the customer is delinquent the water is still disconnected. When tenants move out, bills are forwarded to a collection agency in addition to the customer being sent a bill. If landlords want to contact us to make sure the utility bill is paid at that time, the information can be provided to them.

Comm. Allwardt asked for information to be sent to the Commission for the December meeting regarding the procedure for deferred payment agreements, landlord notifications, and placing delinquent bills on the tax roll. This information should include the number of delinquent payments and the number of payments being placed on tax rolls for the past four or five years. The Commission also requested information on what is currently being done to provide information to the landlords on a timely basis, and how successful our current collection agency is at securing payment of delinquent bills.

Mr. Dick Sturm stated this has been a topic of discussion at MEUW and he will see if they have any information to share.

2010 Commission Meeting Calendar – Mrs. Krause stated the Commission meetings are scheduled for the fourth Wednesday of each month except for the last quarter. The October schedule includes a special budget meeting and the November and December dates allow for the holidays.

Letter Agreement to Terminate Master Agreement and Capacity and Energy Transactions – Mr. Dick Sturm commented this transaction is the result of ceasing operations at the Steam Plant.

Mrs. Krause added these are the contracts specifically identified in the proposal from WPPI Energy, moving forward with that plan. In response to a question from Comm. Fahrback, Mrs. Krause replied there is terminology in the WPPI proposal stating any purchaser can sell power to the wholesale market and pay the distribution cost set by the Public Service Commission.

The contracts were reviewed by legal counsel when they were originally executed, but at the request of the Commission, this agreement will be reviewed by the City Attorney and the agreement will be placed on the December Commission meeting agenda.

Item IX. Project Reports – There were no project reports given at this meeting.

Item X. Staff Reports, Manager of Engineering and Operations – there were no additional questions to the report presented.

Electric and Water Distribution/Safety Report – Electric and Water Distribution Supervisor Pichler reported crews are working on year-end projects.

Water Plant – Supv. Jerry Sturm stated staff is still getting ready for winter operations, and it has been a very good year as far as water quality is concerned.

Project Engineer – Project Engineer Grenell reported ATC is working at the Melissa Substation and should be finished by the end of this week.

Telecommunications & Substations, Business Operations, Customer and Utility Services/Key Accounts – there were no additional questions to the reports presented.

Item XI. People from the Gallery to be heard on any items discussed at this Meeting. (five minute time limit for each person)

Dan Zelinski, 647 Paris Street, and Dave Zelinski, 57 Appleton Street, both spoke regarding the bill collection process, potential court action, and delinquent accounts.

Item XII. There not being a need for Closed Session, the motion by Comm. Fahrback, seconded by Comm. Merkes, was unanimously approved on roll call to adjourn at 9:55 a.m.

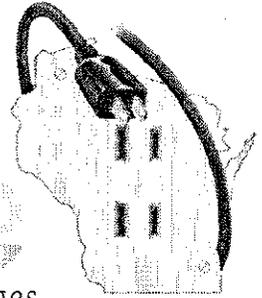
By: MARK L. ALLWARDT
President

DONALD MERKES
Acting Secretary

NOTE: THESE MINUTES ARE NOT TO BE CONSIDERED OFFICIAL UNTIL ACTED UPON AT THE NEXT REGULAR MEETING, THEREFORE, ARE SUBJECT TO REVISION.

A Coalition
to preserve
Wisconsin's
Reliable and
Affordable
Electricity

Customers First!



Plugging you in to electric industry changes

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Save the date!

Mark your calendars for the *Customers First! Power Breakfast* on February 3 at Madison's Concourse Hotel. Hear experts share insights on major federal and state energy-policy initiatives. Program details and registration information available soon at www.customersfirst.org.

ATC still planning long-term buildout

Wisconsin has added major upgrades to its electric transmission network since the 1990s, but the company that builds, owns, and operates most of the system says the work is nowhere near done. An additional \$2.5 billion should be spent over the next 10 years upgrading

Wisconsin's transmission networks, the American Transmission Company (ATC) said this fall.

The figure is down slightly from ATC's 10-year assessment of transmission needs as released last year, but along with its most current projections the company included a caveat: "The current forecast may change due to regional initiatives to build transmission infrastructure to support renewable generation."

The total projected expenditures break down to \$1 billion for transmission network upgrades and \$1.5 billion for interconnection and asset renewal projects, infrastructure replacement and relocation, and smaller network reliability improvements, ATC said.

The \$1 billion for new infrastructure would include 131 miles of new transmission lines and

Continued on page 3...

APPA wants pricing probe

Electricity prices are rising, vast numbers of customers are behind on their power bills, and the nation's community-owned electric utilities want to know if federal regulators are doing enough to keep prices fair.

The American Public Power Association (APPA, the trade association for community-owned electric utilities) is asking Congress and the Federal Energy Regulatory Commission (FERC) to investigate what's causing high and rising energy prices.

APPA and other groups joining in the call acknowledge that a number of factors are at work, but they say the impact is being felt most sharply in states that authorized full retail competition among electricity providers and obtain wholesale electricity through regional transmission organizations (RTOs).

In those states, retail electricity rates average 55 percent higher than in states that stayed with the traditional model of utility regulation and the gap is widening, the APPA said, citing statistics from the federal Energy Information Administration. More than 40 million retail electricity customers reside in the affected states, according to APPA.

"The promises of deregulation—competition and lower prices—have not been kept," said APPA President Mark Crisson. "While energy costs across the country have risen, the electric rates in deregulated markets have climbed faster than the rates in regulated areas."

The National Association of Regulatory Utility Commissioners discovered that one-fifth of more than 40 million electricity customers covered in a recent survey had past-due electricity bills.

The APPA and others have previously asked the FERC to investigate rate disparities and escalating prices in areas served by RTOs, but in a statement released last month the groups said FERC "has taken little action." The FERC is the federal agency assigned to regulate wholesale power markets and ensure that rates charged to customers are fair and reasonable. 💡

Watching the watchdogs

Concerns about regulatory vigilance aren't limited to the Federal Energy Regulatory Commission as described in the article nearby.

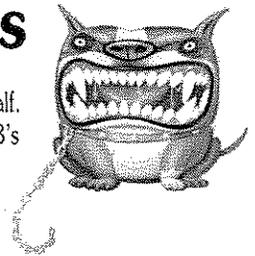
Railroad shipping customers have had a hard time getting results at the Surface Transportation Board (STB), and state regulators in Texas have been criticized recently for turning a deaf ear to consumer complaints.

In October, *The Dallas Morning News* expressed deep doubt about state regulatory commissioners sticking up for customers in an editorial that noted more than 54,000 customer complaints against electricity providers over a span of seven years, resulting in just 34 attempts by the Public Utility Commission to seek sanc-

tions on customers' behalf.

Nationally, the STB's reluctance to address exorbitant rail shipping rates inspired the *Customers First!* Coalition to become active a few years ago in CURE (Consumers United for Rail Equity) when it became obvious that retail electricity customers ended up paying the tab for railroads overcharging utilities to deliver power-plant fuel.

With reform legislation making progress in both houses of Congress, the STB has shown signs of becoming more responsive to customer concerns. 💡

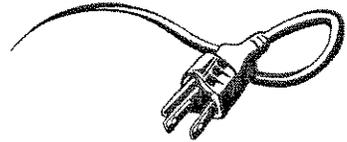


THE WIRE is a monthly publication of the *Customers First!* Coalition—a broad-based alliance of local governments, small businesses and farmers, environmental groups, labor and consumer groups, retirees and low-income families, municipal electric utilities, rural electric cooperatives, wholesale suppliers, and an investor-owned utility. *Customers First!* is a coalition dedicated to preserving Wisconsin's reliable and affordable electricity.

If you have questions or comments about THE WIRE or the *Customers First!* Coalition, please call 608/286-0784.



KEEPING CURRENT



With CFC Executive Director Matt Bromley

I love my programmable thermostat. It's really not much to look at, and it doesn't help with chores around the house, but this little device is my best friend when it comes to saving money on my home heating bill. Simply, a programmable, set-back, or smart thermostat is an electronic calendar and clock that allows you to tell the furnace (or air conditioner) when to kick in. You can adjust the thermostat's schedule so that it automatically reduces heating and cooling in your home when no one is there, like when you're at work or away on vacation.

Now, I'll admit that my lifestyle and habits make it convenient for me to benefit from one of these energy-saving gadgets. Families with ever-changing schedules or differing needs for comfort may not get as much out of smart thermostats, nor will those who fail to properly install or program them. But if they are used properly and diligently, the Department of Energy estimates that the average household can save about \$180 a year on energy bills.



Bromley

Smart thermostats are an example of how consumers can prepare themselves now for the continuing rise in energy costs. The depressed economy may have eased the pressure on energy prices somewhat over the last year, but as the economy rebounds and global demand for oil, natural gas, and other energy resources increases, prices will undoubtedly move higher.

Even with the certainty of rising energy costs, it can be difficult to convince people to adopt a more energy-efficient lifestyle. Realizing that it takes more than just economic incentives to motivate people, energy experts are exploring more behavior-based approaches that look at psychological, social, and other factors that influence how we choose. In fact, a behavior-based model developed by the American Council for an Energy Efficient Economy was included as part of the Energy Center of Wisconsin's energy efficiency potential study recently completed for the state.

The modeling suggests that programs that influence people's behaviors so that they turn off lights, wash in cold water, and air-dry clothes, for example, have the potential to save as much as 1,700 GWh of electricity and 323 million therms of natural gas by 2012. Some of the savings identified can, and are being achieved through the traditional economic incentive approach, but the research suggests that a lot more can be done with the addition of behavior-based programs. It makes sense to see how the two approaches can work together. 💡

Michigan grappling with competition cap

State lawmakers in Michigan are still looking for ways to make the retail electric competition they thought they were creating in the 1990s turn into something real.

During that madcap decade, the Michigan Legislature adopted language saying retail electricity would be open to competition. But as usual there were limits, and the Legislature has since decided only 10 percent of retail customers could participate. In other words, retail competition is good for consumers—until 10 percent get involved.

Utilities wanted the 10-percent competition cap to make sure they kept a solid customer

base—not exactly a heroic display of free-market principles, but at least more logical than the Legislature's have-it-both-ways decision.

But rates have been rising and now there's talk about lifting the 10-percent cap to some unspecified higher number, to be negotiated, thus demonstrating that the main objective is less to identify what works for customers than to figure out what it will take to make an annoying political problem go away.

Meanwhile, states that held onto the traditional utility model have also held onto lower (though admittedly rising) retail rates.

Check back in another decade. 💡

Nine states falling short of renewable-energy goals

With a nationwide renewable portfolio standard (RPS) likelier than any other energy policy choice to be included in federal climate legislation, a newspaper survey has found many states—not including Wisconsin—failing to meet their own RPS goals.

In October, *USA Today* reported that it found nine states where efforts to boost reliance on renewable energy were not making the grade. Thirty-five states have adopted some form of RPS.

Some states, the story noted, require utilities that don't produce or purchase enough renewable energy to pay fees to finance renewable projects. That system allows utilities to comply with program requirements without necessarily adding renewable generation capacity.

States that have already missed or are expected to miss all or part of their mandated targets include Arizona, California, Delaware, Maryland, Massachusetts, New Jersey, New Hampshire, New York, and Ohio.

In aggregate, Wisconsin utilities currently obtain roughly 4 percent of their power from renewable sources, against a current-law target of 10 percent by 2015. ☀️

The Julius Caesar Substation?

What's the U.S. have in common with ancient Gaul? Well...where electricity is concerned, we're divided into three parts. Now a plan's being floated to build a kind of super-substation linking the three and reducing barriers to the flow of alternative and renewable energy nationwide.

As presently constituted, the U.S. electricity grid consists of one network connecting almost everything east of the Rocky Mountains, another connecting areas west of the Rockies, and a third that serves most of Texas, all unto itself.

These three transmission networks are known as the East, West, and Texas Interconnections and the point where all three come nearest one another is at Clovis, New Mexico. Energy officials now have plans, announced this fall, to build a huge substation—to be called the Tres Amigas SuperStation—on a 22-square-mile site at Clovis.

What's planned is a triangular configuration of superconductor pipelines buried underground and forming a transmission hub that allows electricity to be transferred from one interconnection to another. Among its virtues

would be an enhanced ability to move renewable energy from the typically remote sites where it's most easily generated to the distant population centers where the biggest volumes of electricity are used.

The initial phase of construction is expected to cost about \$600 million and could start next year or in 2012, with operational status achievable about two years later, pending regulatory approval from the Federal Energy Regulatory Commission and the state jurisdictions involved. ☀️



Constellation deal finally closes

More than once we thought we were nearing the end of the Maryland electric restructuring saga. Now with half of a major utility holding company's nuclear operations under French ownership, things may at last be winding down. Early last month, Constellation Energy Group, parent company of Baltimore Gas and Electric (BGE), announced it would waste no time closing its \$4.5 billion deal to sell half its nuclear energy assets to Electricite de France. Maryland utility regulators leveraged a \$110 million rebate to BGE customers as a condition of approving the deal.

A 57 percent rate increase for BGE customers at the beginning of 2006 has kept Maryland politics in turmoil since then and arguably tilted the outcome of a gubernatorial election.

Current Governor Martin O'Malley campaigned on the issue of getting a break for BGE customers and moving Maryland back toward traditional utility regulation. Earlier this year, the state Legislature declined to adopt a re-regulation proposal and the \$110 million payback might be as close as they ever get.

For Maryland retail electricity customers, aside from the rebate checks they'll be getting one of these days, there's at least the comfort of knowing there don't seem to be a lot of things left to happen. ☀️

Energy saver tip

For your decorative holiday lighting this year, you may want to consider switching over to new LEDs. Light-emitting diodes produce attractive light with intense color and consume far less power than conventional incandescent bulbs. Also, a number of retailers are offering rebates if you trade in a set of old, conventional lights, proving the opportunity to save a few bucks along with significant amounts of energy. ☀️

ATC buildout

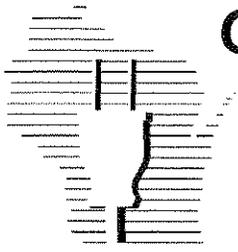
Continued from front page...

upgrades to 400 miles of existing lines, plus 21 new transformers and 29 new capacitor banks.

At a Madison forum on energy issues in September, Public Service Commission Chair Eric Callisto noted that \$2.3 billion had been spent on Wisconsin utilities' transmission systems since 1990, leaving the state "in a very good place" where system reliability is concerned.

In releasing its annual 10-year assessment, ATC said the system is performing well in terms of reliability, but the company is now taking a more detailed look ahead at how to manage risks associated with aging infrastructure.

Projects undertaken by ATC since 2001 have resulted in construction of 476 miles of new transmission line and 1,400 miles of upgrades. Those changes can be credited with eliminating the equivalent of 15.3 million megawatt hours of energy losses systemwide and averting the need for an additional 122 megawatts of generation capacity to serve peak demand, ATC said. ☀️

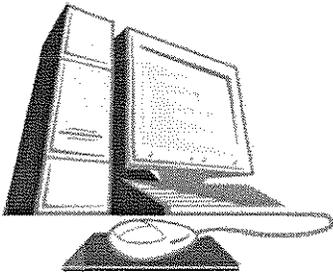


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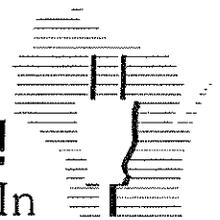
Quotable Quotes

“At a time when consumers are facing extreme hardships from rising electricity costs and growing numbers face shut-offs, [federal regulators] must assure electric rates are just and reasonable.”

—American Public Power Association (APPA) President Mark Crisson, asking for an investigation of rising utility costs and quoted in a November 2009 statement from APPA

Help us share our messages with others. If you know of businesses or organizations that would like to learn more about protecting Wisconsin's reliable and affordable electricity, please feel free to copy and share with them all or part of this newsletter, or you can call 608/286-0784 to arrange an informational meeting.

Customers First!
Plugging Wisconsin In





MENASHA CITY SQUARE 1888

MENASHA HISTORICAL SOCIETY NEWSLETTER DECEMBER, 2009

LAST MEETING

Thanks again to our veterans for our interesting program in November. A lively discussion resulted and a goodly crowd enjoyed the program and the food. Thanks all!

DECEMBER PARTY

We all look forward to the celebration of the holidays beginning with the occasion of our annual Christmas party with food, displays, and music. Our party this year centers around the theme of "Winter on Lake Winnebago". The date is Thursday, December 10 at Germania Hall. We hope you'll include this date in your pre-holiday plans. The cost is \$15.00 and should be sent to Nancy Spindler, 1845 Eagle Drive, Neenah, WI 54956, before December 4. We've been working on displays, center pieces, favors, program and entertainment, all for your pleasure. Social at 5:30 p.m. and dinner at 6:00 p.m. followed by entertainment and a sing-along. Hope to see you on the 10th!

LOOKING AHEAD

March will see us gathering again at the Center with a virtual trip down Menasha's Main Street. Dick Loehning will share slides and memories of past Menasha.

CHRISTMAS HAY RIDE

Our museum will be open to visitors on December 4 in the evening when the city's park department is sponsoring their annual Christmas hay ride. Visitors can view our newly opened museum.

MUSEUM CONTRIBUTIONS

We have been fortunate in receiving several interesting and valuable historic articles. Bob Quella has given us a copy of the Menasha Press Centennial publication, Pat Nadolny has brought us various historic items, Bob Beachkofski has donated his World War II navy uniform.

YEAR BOOKS

We are looking for copies of Menasha High year books - 1918 and 1921- and St. Mary's High School Renards year books - any year.

We are always looking for Menasha city directories. Do you have one you could donate to our Society?

DUES AND NEWS

This is the last newsletter you'll receive if you have not paid your \$10.00 dues. Also, this is the last letter until the end of February for all members. There will be no meetings and no newsletters in January and February, but we'll see you all in March to begin the rest of the year.

Don Merkes

From: Paul Brunette [wreathfactoryfox@hotmail.com]
Sent: Monday, November 30, 2009 5:14 PM
To: Jim Card
Cc: Don Merkes
Subject: City lamps etc...

Hi Jim,

I just wanted to say thank you for helping to make our streets in the downtown look great with the hanging of the Christmas decor (wreaths, garlands and new banners). They look really cool. We have gotten really nice feedback from our clients about how this area is really a nice place to come shop, visit and walk again.

Thanks again to you and your team for your hard work.

Paul P. Brunette

**The Wreath Factory and
Otter Creek**

220-226 Main St.
Menasha, WI 54952
920-886-9989
Fax: 920-886-9259

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MARY E KRUEGER
County Treasurer
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DIANA HELLMANN
Deputy Treasurer
Dhellmann@co.winnebago.wi.us



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Winnebago County

Office of the County Treasurer

The Wave of the Future

November 13, 2009

NOTICE TO MUNICIPAL CLERK

According to Chapter 75.69(4) no tax delinquent real estate may be sold by a county under this section unless notice of such sale is mailed to the clerk of the municipality in which the real estate is located, as least three weeks prior to the time of sale.

This letter will serve as notice that Winnebago County will take sealed bids on the attached list of parcels on Friday, December 4, 2009 at 4:00 PM at the County Treasurer's Office, 415 Jackson St, Oshkosh WI.

Winnebago County has previously offered these properties to the municipality for our costs but they stated they were not interested.

A handwritten signature in cursive script, appearing to read "Mary E. Krueger".

Mary E. Krueger
Winnebago County Treasurer

Enclosure

RECEIVED

NOV 16 2009

CITY OF MENASHA
BY dg

LEGAL NOTICE

SALE OF TAX DEED PROPERTY BY WINNEBAGO COUNTY

Sealed bids will be accepted at the office of Winnebago County Clerk, Courthouse, 415 Jackson St., Oshkosh, WI 54901 at any time up to and including 4:00 P.M., December 4, 2009, for the purchase of the parcels of property described below in accordance with Wisconsin Statute 75.69. Bids will be opened at 4:00 P.M., December 4, 2009 in the Winnebago County Treasurers Office.

Winnebago County acquired these properties by foreclosure per State Statutes, and will sell them by bid, providing such bid meets or exceeds the minimum appraised price. The County reserves the right to reject any and all bids, or accept the bid most advantageous to Winnebago County. A good faith deposit of 10% of the bid amount must accompany all bids, same to be refunded to all but the successful bidders. You must identify "SEALED TAX DEED BID" on the face of the envelope.

If no bid equals or exceeds the appraised price, the property will be sold by the County Treasurer at any later date, without further notice.

Winnebago County will transfer the property by quit claim deed upon closing. Closing to be held within 60 days of bid acceptance.

For additional information call the Winnebago County Treasurer's Office at (920) 236-4777.

IMPROVED PROPERTY

PARCEL NO. 701-0509

428 Sixth St, Menasha WI

The West ½ of Lots 1 and 2 of Block 2 in REED'S FIRST ADDITION to the Village of Menasha, now in the First Ward, City of Menasha, Winnebago County Wisconsin, excepting therefrom the West 70 ft of said Lots.

Appraised Value \$10,000.00

PARCEL NO. 912-0574

1308 W New York Ave, Oshkosh WI

That part of Lot 2 of Block A in BARBERS' AND FORWARD'S REPLAT, in the 12th Ward, City of Oshkosh, Winnebago County, Wisconsin, described as follows, viz:- (Complete legal description is available in the County Treasurer's Office)

Appraised Value \$18,000.00

PARCEL NO. 913-1441

1045 Greenfield Tr, Oshkosh WI

Lot 233, FIRST ADD TO WESTHAVEN, Thirteenth Ward, City of Oshkosh

Appraised Value \$115,000.00

Mary E. Krueger

Winnebago County Treasurer

Published November 13, 20 & 27, 2009

DECLARTAIION OF PUBLIC NUISANCE

TO: Winnebago County
Mary Krueger, Treasurer
415 Jackson Street, Room 120
Oshkosh, WI 54903

YOU ARE HEREBY NOTIFIED that pursuant to City of Menasha Ordinance 11-7-5 and s. 66.0413 Wis. Stats. the premises owned by you located at 428 Sixth Street, Menasha WI 54952 in the City of Menasha with a legal description of:

Reed's First Addition E 110' of W 180' of Lots 1 & 2 of Block 2, City of Menasha, Winnebago County, Wisconsin.

constitutes a **PUBLIC NUISANCE**.

Such declaration is based on a finding that the premises constitute a great and immediate danger to the public health and safety.

Such declaration is further based on a finding that the building is so dilapidated, out of repair and dangerous, unsafe, and unsanitary.

Such declaration is further based on a finding that any repair of the premises would exceed 50 percent of the assessed value of such buildings divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue for the City of Menasha.

As such, any repairs are presumed unreasonable.

The attached affidavit of Dan Coffey, Building Inspector for the City of Menasha is attached as Appendix 1 and is made a part of this notice and declaration.

Such affidavit supports that the premises constitute a great and immediate danger to public health and safety due to:

- A. The roof is deteriorated and leaking through the building
- B. The interior of the building, with the roof leaking, has caused damage to the roof trusses, floor trusses on the second and first floor
- C. The siding is deteriorated and needs to be replaced
- D. The windows and window casings have deteriorated and need replacing
- E. The doors are deteriorated and need replacing
- F. The floors are sagging on the first floor
- G. The first floor ceiling is falling down
- H. The structure support members in basement are rotting and deteriorated and need to be replaced
- I. Electrical system needs to be replaced
- J. The heating systems needs to be replaced
- K. The plumbing needs to be replaced

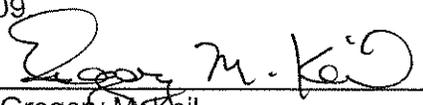
The above constitutes a public nuisance.

THEREFORE, YOU ARE ORDERED to raze and remove such buildings and all debris within sixty (60) days from the date of service of this notice. You are further notified that upon razing and removal of the building that you must restore the property to a graded and seeded condition.

FAILURE TO DO SO WILL RESULT IN THE ABATEMENT OF THE NUISANCE BY THE CITY OF MENASHA AND A CHARGING OF THE COST OF SUCH ABATEMENT TO THE OWNER. COLLECTION OF SUCH SPECIAL CHARGES SHALL BE BY PLACEMENT ON THE TAX ROLL as authorized by section 11-7-5(c).

You are further notified that other methods to abate this nuisance as are authorized by other sections of the City of Menasha code or Wisconsin Statutes are not excluded by this action.

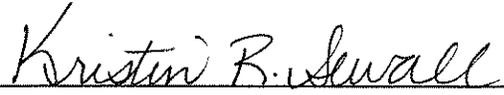
Dated at Menasha, Wisconsin this 1st day of December, 2009



Gregory M. Keil
Community Development Director
City of Menasha, Wisconsin
(920) 967-3651

State of Wisconsin)
) (SS
Winnebago County)

Personally came before me this 1st day of December, 2009, the above-named Gregory M. Keil to me known to be the person who executed the foregoing instrument and acknowledge the same.



Notary Public
My commission 3-10-13



APPENDIX 1

AFFIDAVIT OF DAN COFFEY

Dan Coffey, having been first duly sworn on oath deposes and states:

1. That he is the building inspector for the City of Menasha
2. That he has made an inspection of property located in the City of Menasha at 428 Sixth Street owned by Winnebago County.
3. There exists on the property a commercial building.
 - A. The roof is deteriorated and leaking through the building
 - B. The interior of the building, with the roof leaking, has caused damage to the roof trusses, floor trusses on the second and first floor
 - C. The siding is deteriorated and needs to be replaced
 - D. The windows and window casings have deteriorated and need replacing
 - E. The doors are deteriorated and need replacing
 - F. The floors are sagging on the first floor
 - G. The first floor ceiling is falling down
 - H. The structure support members in basement are rotting and deteriorated and need to be replaced
 - I. Electrical system needs to be replaced
 - J. The heating systems needs to be replaced
 - K. The plumbing needs to be replaced
4. That the assessed value of such property is \$35,900 for improvements and \$66,300 for land. In my estimation, the cost of repairing the dwelling would exceed 50 percent of the assessed value of the building divided by the ratio of the assessed value to the recommended value of last published by the Department of Revenue of the City of Menasha, Winnebago County.
5. That this affidavit is made in support of the declaration of public nuisance.

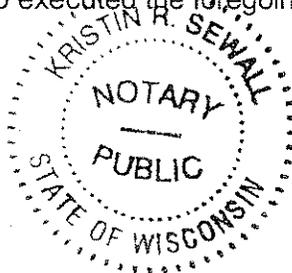
Dated at Menasha, Wisconsin this 1st day of December, 2009.

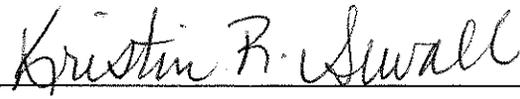


 Dan Coffey

State of Wisconsin)
 (SS
 WINNEBAGO COUNTY)

Personally came before me on this 1st day of December, 2009 the above-named Dan Coffey known to be the person who executed the foregoing instrument and acknowledge the same.





 Notary Public
 My commission 3-10-13

City of Menasha
Common Council
2010 Budget Review Session
Common Council Chambers
November 5, 2009
MINUTES

DRAFT

- A. Call to Order
Meeting called to order by Mayor Merkes at 5:00 p.m.
- B. Pledge of Allegiance
- C. Roll Call/Excused Absences
PRESENT: Alderman Roush, Taylor, Wisneski, Pack, Hendricks, Zelinski, Englebert, Benner (6:10pm)
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, C/T Stoffel, IT Mgr Lacey, IT Supv James, DPW Radtke, PWS Jacobson, Asst. PW Nieland, Clerk Galeazzi, and the Press.
- D. People from the Gallery to be heard on matters pertaining to the agenda (five (5) minute time limit for each person)
Daryl Jones, 900 Keyes Street. Recommends changing budget procedure to zero base budget.
- E. Information Technology Department, pp. 16-18
Discussion/Questions/Answers.
Moved by Ald. Wisneski, seconded by Ald. Taylor to reduce by \$11,000 account #100-0403-513-30-15 Supplies-Tools & Equipment.
Motion carried on roll call 7-0. (Ald. Benner was absent)
Moved by Ald. Taylor, seconded by Ald. Zelinski to reduce by \$1,000 account #100-0403-513-30-15 Supplies-Tools & Equipment.
Motion carried on roll call 6-1. Ald. Wisneski – no (Ald. Benner was absent)
Moved by Ald. Taylor, seconded by Ald. Pack to reduce by \$1,000 account #100-0403-513-21-04 Professional Services-Computers.
Motion carried on roll call 6-1. Ald. Wisneski – no (Ald. Benner was absent)
6:10p.m - Ald. Benner arrived
Mayor Merkes requested to take up Item H (Public Works Dept.) at this time.
No objection.
- F. Finance Department, pp. 10-15, 24, 132, 144, 149-150, 159-161, 163-167, 170, 173, 179, 201-215
Discussion/Questions/Answers.
Moved by Ald. Wisneski, seconded by Ald. Benner to transfer \$2,000 from account #100-0408-552-22-03 Civic Commemorations-Electricity and \$75 from account #100-0408-552-22-05 Civic Commemorations-Water/Sewer to Parks Dept. budget.
Motion carried on voice vote.

- F. Finance Department, pp. 10-15, 24, 132, 144, 149-150, 159-161, 163-167, 170, 173, 179, 201-215, Cont'd.

Moved by Ald. Zelinski, seconded by Ald. Pack to eliminate \$1,200 from account #100-0408-552-20-02 Civic Commemorations-Vending/Catering.

Motion carried on roll call 6-2.

Ald. Roush, Taylor, Pack, Hendricks, Zelinski, Benner – yes.

Ald. Wisneski, Englebert – no.

Moved by Ald. Wisneski, seconded by Ald. Benner to add \$200 to account #100-0408-552-20-02 Civic Commemorations-Vending/Catering.

Motion failed on roll call 4-4.

Ald. Roush, Wisneski, Englebert, Benner – yes.

Ald. Taylor, Pack, Hendricks, Zelinski – no.

Moved by Ald. Roush, seconded by Ald. Hendricks to reduce by \$4,000 account #100-0408-552-21-06 Civic Commemorations-Management.

Motion carried on roll call 7-1. Ald. Benner – no.

- G. Mayor/Council, pp. 1-5, 142
Discussion/Questions/Answers

Moved by Ald. Pack, seconded by Ald. Zelinski to remove \$349,992 from account #100-0102-581-20-04 Steam Utility Operations-Mechanical Systems and not appropriate funds for the GE Capital lease and instruct CA Captain to draft a Resolution. GE Capital should receive a copy of the Resolution.

Motion carried on roll call 8-0.

Moved by Ald. Pack, seconded by Ald. Taylor to eliminate \$480 from account #100-0405-513-10-07 Common Council-Per Diem.

Motion carried on roll call 8-0.

Moved by Ald. Pack, seconded by Ald. Zelinski to eliminate \$100 from account #100-0405-513-33-01 Common Council-Mileage, \$100 from account #100-0405-513-34-01 Common Council-Mileage and \$200 from account #100-0405-513-34-03 Common Council Lodging/Meals.

Motion carried on roll call 8-0.

Moved by Ald. Roush, seconded by Ald. Englebert to eliminate \$200 from account #100-0405-513-34-02 Common Council-Registration.

Motion carried on roll call 8-0.

- H. Public Works Department, pp. 19-21, 81-108, 128, 130-131, 151-158, 161-162, 168, 172, 174-177, 180-198

Discussion/Questions/Answers

Moved by Ald. Taylor, seconded by Ald. Zelinski to reduce by \$1,000 account #100-1001-514-22-04 Building Maintenance-Heat.

Motion carried on roll call 8-0.

Moved by Ald. Wisneski, seconded by Ald. Hendricks to reduce by \$1,700 account #100-1001-514-10-03 Building Maintenance-Overtime/Doubletime.

Motion carried on roll call 8-0.

- H. Public Works Department, pp. 19-21, 81-108, 128, 130-131, 151-158, 161-162, 168, 172, 174-177, 180-198 Cont'd

Moved by Ald. Zelinski, seconded by Ald. Roush to reduce by \$5,125 account #100-1002-541-21-02 Professional Service-Engineering and reduced by \$1,000 account #625-1002-541-21-02 Engineering.
Motion carried on roll call 8-0.

Moved by Ald. Roush, seconded by Ald. Englebert to reduce by \$3,249 account #100-1002-541-10-03 Engineering-Overtime/Doubletime
Motion carried on roll call 8-0.

Moved by Ald. Wisneski, seconded by Ald. Taylor to give Director of Public Works the authority to lock in on the cost of fuel at his discretion.
Motion carried on roll call 8-0.

Moved by Ald. Wisneski, seconded by Ald. Taylor to reduce by #200 account 3731-1022-541-21-05 Public Works Facility-Medical.
Motion carried on roll call 8-0.

Moved by Ald. Pack, seconded by Ald. Zelinski to remove purchase of end-loader from Equipment Depreciation Fund.
Discussion ensued on what is the current balance of the Equipment Depreciation Fund.
Moved by Ald. Englebert, seconded by Ald. Wisneski to hold this item.
Item held.

- I. Adjourn

Moved by Ald. Pack, seconded by Ald. Benner to adjourn at 10:15 p.m.
Motion carried on voice vote.

Respectfully submitted by
Deborah A. Galeazzi, WCMC
City Clerk

City of Menasha
Common Council
2010 Budget Review Session
Common Council Chambers
November 9, 2009
MINUTES

DRAFT

- A. Call to Order
Meeting called to order by Mayor Merkes at 6:20 p.m.
- B. Pledge of Allegiance
- C. Roll Call/Excused Absences
PRESENT: Alderman Taylor, Wisneski, Pack, Hendricks, Zelinski, Englebert, Benner, Roush.
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, C/T Stoffel, PHD Nett, SC Supr. Bull, Acting FC DeLeeuw, Clerk Galeazzi, and the Press.
- D. People from the Gallery to be heard on matters pertaining to the agenda
(five (5) minute time limit for each person)
- Chris Klein, 730 Keyes St. Encourage more residents to speak at meetings; freeze all wages/benefits; should have no increase in budget, increase fees, take burden off tax payers.
- Lee Murphy, 812 Ida St. Member of Committee on Aging, Senior Center staff worked hard on their budget.
- Jeff Riedl, 408 Appleton St. Residents are concerned about financial condition of City.
- Mayor requested to have Health Dept/Senior Center (item F) budget reviewed first.
No objection.
- E. Fire Department, pp. 34-38, 40-41
Discussion/Questions/Answers
- Moved by Ald. Pack, seconded by Ald. Zelinski to eliminate \$9,645 from account #100-0501-522-80-03 Motorized Equipment.
Motion carried on roll call 8-0.
- Moved by Ald. Taylor, seconded by Ald. Roush to reduce by \$5,000 account #100-0501-522-25-01 Other Municipal Entities (office furniture).
Discussion
Ald. Taylor and Ald. Roush removed their motion.
- Moved by Ald. Pack, seconded by Ald. Zelinski to reduce by \$2,500 account #100-0501-522-80-04 Capital Outlay-Office Equipment. (Menasha portion-\$1,011)
Motion carried on roll call 8-0.
- Moved by Ald. Zelinski, seconded by Ald. Hendricks to reduce by \$20,000 #100-0501-522-25-01 Other Municipal Entities (maintenance of motor vehicles) (Menasha portion-\$8,090)
Motion carried on roll call 8-0.

E. Fire Department, pp. 34-38, 40-41 Cont'd.

Moved by Ald. Zelinski, seconded by Ald. Englebert to reduce by \$4,500 account #100-0501-522-25-01 Other Municipal Entities (training) (Menasha portion-\$1,820)

Motion failed on roll call 3-5.

Ald. Taylor, Hendricks, Zelinski – yes

Ald. Roush, Wisneski, Pack, Englebert, Benner – no.

F. Health Department/Senior Center, pp. 24-26, 40, 42-66, 67-78, 199
Discussion/Questions/Answers

Moved by Ald. Taylor, seconded by Ald. Hendricks to reduce by \$500 account #100-0920-531-22-04 Heat.

Motion carried on roll call 5-3.

Ald. Roush, Taylor, Hendricks, Zelinski, Benner – yes

Ald. Wisneski, Pack, Englebert – no

G. Attorney/Personnel, pp. 6, 9, 191, 196
Discussion/Questions/Answers

Moved by Ald. Wisneski, seconded by Ald. Pack to reduce by \$200 account #100-0201-512-22-01 Telephone.

Motion carried on roll call 8-0.

Mayor Merkes asked if no objection they well adjourn the meeting and take up the remaining departments on Nov. 12, 2009

No objection

H. Clerk/Elections, pp. 7-8, 22-23
Postponed to Nov. 12, 2009

I. Any remaining budgets from November 5, 2009
Postponed to Nov. 12, 2009

J. Adjourn
Moved by Ald. Englebert, seconded by Ald. Benner to adjourn at 9:15 p.m.
Motion carried on voice vote.

Respectfully submitted by
Deborah A. Galeazzi, WCMC
City Clerk

City of Menasha
Common Council
2010 Budget Review Session
Common Council Chambers
140 Main Street, Menasha
November 12, 2009
MINUTES

DRAFT

- A. Call to Order
Meeting called to order by Council President Hendricks at 5:00 p.m.
- B. Pledge of Allegiance
- C. Roll Call/Excused Absences
PRESENT: Alderman Wisneski, Pack, Hendricks, Zelinski, Englebert, Benner, Roush, Taylor
ALSO PRESENT: CA/HRD Captain, C/T Stoffel, LD Saecker, PC Stanke, CDD Keil, PRD Tungate, Lt. Brunn, Lt. Bouchard, Lt. Pershbacher, Lt. Styka, Lt. Sahr, AP Kester, Pk Supt Maas, and Clerk Galeazzi.
- D. People from the Gallery to be heard on matters pertaining to the agenda (five (5) minute time limit for each person)
No one spoke.
- E. Library, pp. 109-114
Discussion/Questions/Answers
LD Saecker explained the Library budget is handled different than other departments. Under State Statute, Maintenance of Effort (MOE) Law local libraries must meet several requirements of system membership, including that the local library be funded at a level that is not lower than the average funding for the previous three years. The Mayor's version of the Library budget falls below the previous three years average.
Moved by Ald. Wisneski, seconded by Ald. Englebert to increase the Library budget by \$12,135.00 to meet the requirements of the Maintenance of Effort.
Motion carried on roll call 8-0.
- F. Police Department, pp. 27-34, 40, 66
Discussion/Questions/Answers
Moved by Ald. Taylor, seconded by Ald. Zelinski to reduce by \$1,000 account #100-0801-521-22-04 Heat.
Motion carried on roll call 7-1. Ald. Wisneski – no.
Moved by Ald. Zelinski, seconded by Ald. Pack to reduce by \$12,000 account #100-0801-521-80-03 Motorized Equipment (CSO Van).
Ald. Zelinski and Pack removed their motion.
Moved by Ald. Zelinski to reduce by \$10,200 account #100-0801-521-80-03 Motorized Equipment (CSO Van).
No second, motion dies.

F. Police Department, pp. 27-34, 40, 66, Cont'd

Moved by Ald. Pack, seconded by Ald. Zelinski to reduce by \$6,000 account #100-0801-521-80-03 Motorized Equipment (CSO Van).

Motion carried on roll call 7-1. Ald. Roush – no.

Moved by Ald. Pack, seconded by Ald. Zelinski to reduce by \$10,000 account #100-0806-532-25-01 Animal Impoundment.

Motion failed on roll call 0-8.

Moved by Ald. Pack to eliminate summer crossing guard position.

No second, motion dies.

Moved by Ald. Roush, seconded by Ald. Wisneski to increase to \$20,000 account #100-0806-532-25-01 Animal Impoundment.

Motion carried on roll call 7-1. Ald. Pack – no.

G. Community Development Department, pp. 34, 39, 102, 136-142, 156, 162, 167, 168, 178

Discussion/Questions/Answers

H. Parks/Recreation/Forestry, pp. 79-80, 115-129, 133-135, 145-148, 180, 200

Discussion/Questions/Answers

Moved by Ald. Taylor, seconded by Ald. Hendricks to reduce by \$1,000 account #100-0703-553-22-04 Heat.

Motion carried on roll call 8-0.

Moved by Ald. Englebert, seconded by Ald. Benner to reinstate \$8,875 to Heckrodt Wetland Reserve account.

Motion carried on roll call 8-0.

Moved by Ald. Roush, seconded by Ald. Englebert to reduce by \$3,000 account #100-0704-552-22-04 Swimming Pool-Heat.

Motion carried on roll call 8-0.

Moved by Ald. Roush, seconded by Ald. Pack to eliminate \$4,000 from account #100-0704-552-21-02 Swimming Pool-Engineering.

Motion carried on roll call 8-0.

Moved by Ald. Zelinski, seconded by Ald. Pack to eliminate \$14,000 from account #100-0704-552-82-01 Swimming Pool-Capital Projects-Boiler

Motion failed on roll call 2-6.

Ald. Pack, Zelinski – yes.

Ald. Roush, Taylor, Wisneski, Hendricks, Englebert, Benner – no.

Moved by Ald. Wisneski, seconded by Ald. Roush to reduce by \$2,000 account #100-0703-553-20-09 Sanitation.

Motion carried on roll call 8-0.

H. Parks/Recreation/Forestry, pp. 79-80, 115-129, 133-135, 145-148, 180, 200
Cont'd.

Moved by Ald. Pack, seconded by Ald. Zelinski to eliminate \$2,679 for Forestry Intern from account #100-0706-561-10-01 Forestry-Wages and eliminate \$3,000 from account #100-0706-561-21-02 Forestry Professional Svcs-Engineering. CA Captain to review resolution on Emerald Ash Borer grant.
Ald. Pack and Zelinski removed their motion.

Moved by Ald. Pack, seconded by Ald. Zelinski to eliminate \$5,650 from account #100-0706-561-30-18 Forestry-Supplies (street & park trees).

Motion failed on roll call 4-5.

Ald. Roush, Pack, Hendricks, Zelinski – yes.

Ald. Taylor, Wisneski, Englebert, Benner, Mayor Merkes – no.

Moved by Ald. Pack, seconded by Ald. Zelinski to change account #207-0000-441-38-00 Marina-Gasoline Sales to \$102,600.

Motion carried on roll call 8-0.

I. Any remaining budgets from November 5 & 9, 2009

Attorney/Personnel, pp. 6, 9, 191, 196

Discussion/Questions/Answers

Moved by Ald. Hendricks, seconded by Ald. Englebert to increase by \$140 account #100-0201-512-15-02 City Attorney-Life Insurance and increase by \$76 account #100-0202-512-15-02 Personnel-Life Insurance.

Motion carried on roll call 8-0.

Clerk/Elections, pp. 7-8, 22-23

Discussion/Questions/Answers

J. Adjourn

Moved by Ald. Pack, seconded by Ald. Roush to adjourn at 10:46 p.m.

Motion carried on voice vote.

Respectfully submitted by
Deborah A. Galeazzi, WCMC
City Clerk

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:13 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Alderman Pack, Hendricks, Zelinski, Englebert, Benner, Roush, Taylor, Wisneski

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke Acting FC DeLeeuw, DPW Radtke, CDD Keil, C/T Stoffel, PHD Nett, PRD Tungate, PWS Jacobson, Clerk Galeazzi, and the Press.

D. PUBLIC HEARING

1. Proposed City of Menasha Budget for 2010

Ald. Pack read a letter from resident Terry Eckstein, 736 Paris St. Concerned with the increase in the 2010 budget; need to make tough decisions, should think outside the box.

Mary Nebel, 713 First St. She has attended all budget meetings; commend Mayor and Council for hard work on the budget.

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

(five (5) minute time limit for each person)

Cheryll Stoneman, 211 Cleveland St. Stated her case on filing a Claim against the City; she is asking for the cost to repair her vehicle.

Jeff Riedl, 408 Appleton St. Asked questions pertaining to the WPPI Energy proposal.

Stan Sevenich, 645 Ninth St. Comments on R-29-09, adopting the 2010 budget. Should hold more budget review sessions; glad additional person was added to Community Development for marketing; do not meddle in PW Capital Fund.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:

Minutes to receive:

- a. Administration Committee, 11/2/09
- b. Board of Public Works, 11/2/09
- c. Board of Health, 10/14/09
- d. Library Board, 10/15/09
- e. NM Fire Commission, 10/13/09
- f. Parks and Recreation Board, 11/11/09
- g. Plan Commission; 10/20/09, 11/3/09
- h. Safety Committee, 7/9/09; City Hall
- i. Safety Committee, 9/29/09; Public Works/Parks & Recreation
- j. Water & Light Commission, 10/27/09
- k. Water & Light Commission, 10/28/09; Special meeting

Communications:

- l. Comp Stoffel, 11/6/09; City's Valuation
- m. Historical Society Newsletter, 11/2009
- n. Public Works Facility, 11/09; September/October 2009 Disposal Violations
- o. PRD Tungate, 11/12/09; 2010 Parks and Recreation Fees
- p. PWD Radtke, 11/12/09; Public Works Equipment Fund
- q. Resident compliment to Public Health Nurse Polly Anderson, 11/5/09
- r. Town of Menasha Utility Commission, 10/12/09, 10/26/09
- s. Waverly Sanitary District minutes, 10/13/09

Ald. Wisneski: Minutes G (Plan Comm.), Mayor listed as present and excused at the meeting; will be corrected.

Minutes K (Water & Light Comm.), Utilities will contribution to City Attorney's annual salary.

Comm. Q (Compliment to Polly Anderson), nice work by PHN Polly Anderson;

Comm. O (P&R Fees), explanation on fees

Ald. Pack: Comm. P (PW Equipment Fund), tight budget year, will need to review everything.

Ald. Zelinski – Comm. N (Disposal Violations), need to address increase in violations.

DRAFT

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 in the "Items removed from the Consent Agenda" section. 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.)

Minutes to approve:

1. Common Council, 11/2/09
2. Special Joint Council & Utilities Commission, 11/9/09

Administration Committee, 11/2/09 – Recommends Approval of:

3. Division of Public Health Contract #17250, Contract Agreement Amendment for Public Health Preparedness Program, July 31, 2009 to July 30, 2010.

Board of Public Works, 11/2/09 – Recommends Approval of:

4. Street Use Application – Festival Foods Turkey Trot; Thursday, November 26, 2009; 7:00 AM – 10:00 AM

Plan Commission, 11/3/09 – Recommends approval of:

5. The Certified Survey Map for 1427 – 1429 Province Terrace

Parks and Recreation Board, 11/9/09 – Recommends Approval of:

6. Retain the marina seasonal slip rental rate of \$37 per foot for 2010

Moved by Ald. Hendricks, seconded by Ald. Wisneski to approve all items on Consent Agenda
Motion carried on roll call 8-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

None

I. ACTION ITEMS

1. Accounts payable and payroll for the term 11/5/09-11/12/09 in the amount of \$552,559.80

Moved by Ald. Taylor, seconded by Ald. Wisneski to separate check #23355 (McMahon).
Motion carried on voice vote

Moved by Ald. Hendricks, seconded by Ald. Pack to approve remaining accounts payable and payroll.
Discussion ensued on expenditures.
Motion carried on roll call 8-0.

Moved by Ald. Wisneski, seconded by Ald. Hendricks to approve check #23355 of accounts payable and payroll.
Discussion: Ald. Taylor will abstain.
Motion carried on roll call 7-0. Ald. Taylor – abstained.

2. Joint Powers Agreement – Winnebago County 911 Emergency System for December 1, 2009 – November 30, 2010 and authorize signature

Moved by Ald. Pack, seconded by Ald. Hendricks to approve Joint Powers Agreement
Motion carried on roll call 8-0.

J. ORDINANCES AND RESOLUTIONS

1. R-28-09 – Removing GE Capitol Public Finance, Inc. Lease Payment from the 2010 City of Menasha Budget (Introduced by Ald. Pack)

Moved by Ald. Pack, seconded by Ald. Englebert to adopt R-28-09.
Motion carried on roll call 8-0.

2. R-29-09 – Levying taxes for the purpose of paying the operating expenses for the year 2010 for the City of Menasha

Moved by Ald. Hendricks, seconded by Ald. Englebert to adopt R-29-09.
Discussion

Moved by Ald. Pack, seconded by Ald. Zelinski to reduce Vehicle/Equipment Rental by 4%, approx. \$48,000.
Motion failed on roll call 1-7. Ald. Pack – yes.

Ald. Roush, Taylor, Wisneski, Hendricks, Zelinski, Englebert, Benner – no.

Moved by Ald. Pack, seconded by Ald. Zelinski to reduce by \$2,679 Forestry-Wages, #100-0706-561-10-01 (Intern) and reduce by \$3,000 Forestry-Professional Services #100-0706-561-21-02 (Emerald Ash Borer Mgmt Plan)

Motion failed on roll call 2-6. Ald. Pack, Zelinski – yes.

Ald. Roush, Taylor, Wisneski, Hendricks, Englebert, Benner – no.

DRAFT

J. ORDINANCES AND RESOLUTIONS, cont'd

2. R-29-09 – Levying taxes for the purpose of paying the operating expenses for the year 2010 for the City of Menasha cont'd.

Moved by Ald. Wisneski, seconded by Ald. Englebert to reduce by \$1,000 PW Building Maintenance-Electricity #100-1001-514-22-03.

Motion carried on roll call 8-0.

Moved by Ald. Wisneski, seconded by Ald. Zelinski to reduce by \$1,000 Swimming Pool-Capital Projects #100-0704-552-82-01 (Boiler).

Motion carried on roll call 6-2.

Ald. Roush, Taylor, Wisneski, Pack, Hendricks, Zelinski – yes.

Ald. Englebert, Benner – no.

Moved by Ald. Pack, seconded by Ald. Zelinski to reduce by \$14,748 Community Development-Wages #100-0304-562-10-01 (Economic Development Specialist)

Motion failed on roll call 2-6. Ald. Pack, Zelinski – yes.

Ald. Roush, Taylor, Wisneski, Hendricks, Englebert, Benner – no.

Moved by Ald. Pack, seconded by Ald. Zelinski to reduce by \$12,000 Police Dept.-Capital Projects #100-0801-521-82-01 (Back and Front Lobby Doors)

Motion failed on roll call 1-7. Ald. Pack – yes.

Ald. Roush, Taylor, Wisneski, Hendricks, Zelinski, Englebert, Benner – no.

Moved by Ald. Wisneski, seconded by Ald. Pack to reduce by \$2,000 Street Construction-Dept. Supplies #100-1003-541-30-18.

Motion failed on roll call 1-7. Ald. Wisneski – yes.

Ald. Roush, Taylor, Pack, Hendricks, Zelinski, Englebert, Benner – no.

Moved by Ald. Wisneski, seconded by Ald. Pack to reduce by \$500 Recreation Dept.-Dept. Supplies #100-0702-552-30-18.

Motion carried on roll call 5-3.

Ald. Roush, Taylor, Wisneski, Hendricks, Zelinski – yes.

Ald. Pack, Englebert, Benner – no.

Moved by Ald. Wisneski to reduce by \$1,125 Storm Sewers/Drains-Dept. Supplies. #625-1010-541-30-18.
No seconded, motion dies.

Moved by Ald. Zelinski to eliminate end-loader from Street Equipment-Street Machinery #741-1023-541-54-02.
No seconded, motion dies.

Moved by Ald. Wisneski, seconded by Ald. Englebert to reduce by \$1,000 Street Signs/Markings-Mechanical System #100-1008-541-20-04.

Ald. Wisneski and Englebert removed motion.

Moved by Ald. Pack to place the \$43,074 reduced from the 2010 budget be put into a Tax Stabilization Fund.
No seconded, motion dies.

Motion to adopt R-29-09 as amended carried on roll call 6-2.

Ald. Roush, Taylor, Wisneski, Hendricks, Englebert, Benner – yes.

Ald. Pack, Zelinski – no.

K. APPOINTMENTS

1. Mayor's Appointments to the Parks and Recreation Board

a. Lisa Hopwood, 1028 Manitoba St., for the term of November 17, 2009 – October 1, 2012

Moved by Ald. Englebert, seconded by Ald. Pack to approve appointment

Motion carried on voice vote.

L. CLAIMS AGAINST THE CITY

1. A motion is in order for the Common Council to issue a formal notice of disallowance for the claim for Cheryle Stoneman and that she be advised of her statutory rights pursuant to Wis. Statute § 893.80

Moved by Ald. Wisneski, seconded by Ald. Pack to deny the claim

Discussion: CA/HRD Captain explained the claim and reason for denial.

Motion carried on roll call 8-0.

DRAFT

M. HELD OVER BUSINESS

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA
(five (5) minute time limit for each person)
No one spoke.

O. ADJOURNMENT\

Moved by Ald. Hendricks, seconded by Ald. Pack to adjourn at 8:36 p.m.
Motion carried on voice vote.

Respectfully submitted by
Deborah A. Galeazzi, WCMC
City Clerk

CITY OF MENASHA
Special Joint Common Council and
Menasha Electric and Water Utility Commission
Third Floor Council Chambers
140 Main Street, Menasha
November 16, 2009
MINUTES

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 5:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Alderman Pack, Hendricks, Zelinski, Englebert, Benner, Roush, Taylor, Wisneski, Mayor Merkes, Comm. Allwardt, Fahrbach, Guidote.

EXCUSED: Comm. Watson

ALSO PRESENT: CA/HRD Captain, PC Stanke, Atty. Anita Gallucci (Boardman Law Firm), MUGM Sturm and Krause, Clerk Galeazzi, and the Press.

D. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

(five (5) minutes time limit for each person)

No one spoke.

E. DISCUSSION/ACTION ITEMS

1. Purchase/Lease of Electric Utility Distribution Assets by Wisconsin Public Power Inc. (WPPI) (Partial Debt Workout Plan for Steam Utility)

Atty. Gallucci gave a presentation on the proposed Sale/Lease Back Agreement with WPPI Energy. This is the best option that has been explored to help resolve the financial issues of the steam plant.

Atty. Gallucci answered questions from Alderman and Commissioners.

Comm. Fahrbach left at 5:30 p.m.

2. Update regarding LaFayette Life Insurance Co. et al. vs. City of Menasha et al. Case No. 4:09CV0064 (N.D.Ind.)

CA/HRD Captain explained the City was granted a 30 day extension on responding to the Class Action Claim filed by LaFayette Life Insurance Co. This will allow more time to confer with outside Counsel. She will keep the Council and Commission updated.

F. Possible Motion to Adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(e)&(g):

Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

(Negotiate Wisconsin Public Power Inc. Proposal & LaFayette Life Insurance Claim)
Not necessary.

DRAFT

G. Return into Open Session
Not necessary

H. Actions if any needed as a result of the Closed Sessions Discussion
Not necessary

I. ADJOURNMENT

Moved by Ald. Hendricks, seconded by Ald. Wisneski to adjourn at 6:04 p.m.

Motion carried on voice vote.

Moved by Comm. Allwardt, seconded by Comm. Guidote to adjourn at 6:04 p.m.

Motion carried on voice vote.

Respectfully submitted by
Deborah A. Galeazzi, WCMC
City Clerk

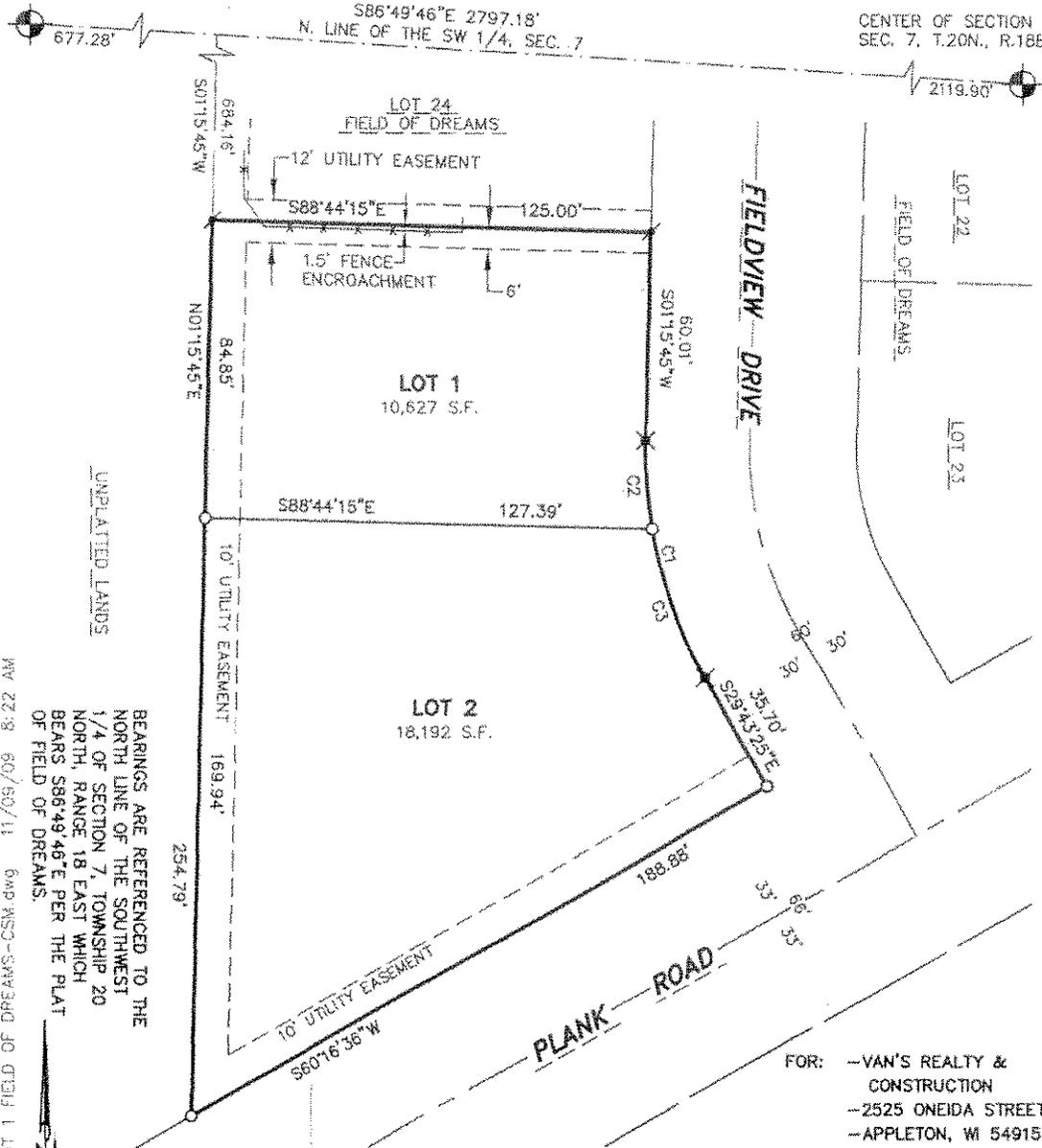
	City Current	City Proposed	T/Menasha	Appleton	Neenah	T/Grand Chute	Kaukauna	Oshkosh
Class A – Beer	225	225	150	425	200	250-N, 150-R		
Class B – Beer	100	100	100	100	100	100-N, 100-R		
Class A – Liquor (off premise)	300	350	350	500-N, 425-R	400	475-N, 400-R		
Class B – Liquor (on premise)	325	375	350	600-N, 425-R	350	500-N, 425-R		
Second Hand Store/Pawn Shop	50	200	210	210	NC	210		
Special Events	Future Proposal		150	125	NC	NC		
Tax Exempt Report	10	25	10	20				
Recreational Fire Permit	15	20	NC	50	15	NC		
Property Status Report (City Ltr)	20	30	30	38	30	13	25	
Property Status Rpt - Rush Fee	30	50	60	58	50	26		
Excavation Permit	10	25	25 75/Main	25	*200+ actual costs	50+ actual costs	*5	
Bulk Item or Appliance Disposal cu	10	15	Outsourced	20	Outsourced (25)	Outsourced (55)	10	23
Freon Appliance Disposal	15	*30	Outsourced	25	Outsourced (25)	Outsourced (63)	15	23
Extra Bag of Garbage Stickers	0.5	1	2	2	NA	NA	NC 1x/mth	
Extra /Move Out Collection	actual+ 15% admin	actual+ \$40 admin	Outsourced	40	105	Outsourced	20	
Weed cutting	actual+ 15% admin	actual+ \$40 admin						
snow removal	actual+ 15% admin	actual+ \$40 admin						
dumpster	35	45						
Non-tagged trash	20	35			NA	NA		
Stormwater Utility	65	75		*108.88	84	48	50 as of 7/1/10	
		*15 if dropped off at PWF. 30 if collected curbside		*proposed 125	*actual costs subtracted from \$200 admin fee		*being reviewed	
Street Use Permit	25	25	10	5	25 or 10		none	20
Parking Fines-Handicap	25	40	50	60	25	40	10	50
2nd Escalation-Late Fee	15	25	15	12	50	11	15	15
Site Plan Review*	100 - 500	150-650	125 + \$3/1,000 sf over 10,000 sf building	100 - 150	125 - 200	400		100 - 200
Site Plan Amendment	NA	100	125 + \$3/1,000 sf over 10,000 sf building			150		75
Site Plan Drainage Review	NA		425 + 375 for pond review					
Special Use Permit*	200	350	765	350	300	400		300
Temporary Use Permit	225	225		50				75
Rezoning*	225	350	765	400	300	450		300
Variance*	225	350	765		125	400		125
Parking Lot Review	40	75		75				25
Landscape Review	150 + \$10/lot	NA	150 + \$10/lot	60	75	75-100 + \$10/lot		75
CSM	100	125	150 + \$25/lot**	100 + \$25/lot	125 + \$25/lot	100 + \$10/lot		50 + \$1/lot
Prelim Plat	250 + \$10/lot	250 + \$25/lot	150	75	75	100 + \$25/lot		100 + \$25/lot
Final Plat	NA	30 Residential						
Zoning Compliance Letter	NA	Commercial						30
Zoning Only Verification Letter	NA							2
Annexation	NA	50			300			100
Flood Plain Permit - Residential	NA	100			50			75
Flood Plan Permit - Commercial	NA	100			100			

	City Current	City Proposed	T/Menasha	Appleton	Neenah	T/Grand Chute	Kaukauna	Oshkosh
Building Inspection								
Zoning Review - Residential New	65	75	**	**	**			25
Zoning Review - Residential Additri	45	50						25
Zoning Review - Residential Acces	25	30						25
Zoning Review - Commercial***	65	75			75			
Comprehensive Plan Amendment		250						
*Fee relates to site size/lot coverage		**Included in building permit plan review fee		***No fee is charged if site plan review fee applies to the project				
Weights & Measures								
Scales 0 to 30 lbs	\$44	\$46						
Scales 31 to 100 lbs	\$83	\$86						
Vehicle Scale	\$150	\$155						
Point of Sale System	\$57	\$59						
Scanner	\$83	\$86						
	\$16 per scanner over 4	\$17 per scanner over 4						
Prepack Scales	\$44	\$46						
High Accuracy Scales	\$83	\$86						
Pharmaceutical, Jewelry								
Estimate Only Scales	\$17	\$18						
Weight Sets	\$14	\$15						
Computing Pumps	\$42	\$44						
High Speed Diesel Fuel Dispenser	\$84	\$87						
Rules, Tapes	\$9	\$10						
Linear	\$42	\$44						
Fabric, Rope, Wire								
Vehicle Tank & Bulk Plant Meters	\$110	\$114						
Timing Devices	\$29	\$30						
Taximeters	\$52	\$54						
Electric Pill Counters	\$44	\$46						
Recycling Machines	\$137	\$142						
Specialized and Non-Categorical Devices/Consultations	\$44/hr	\$46/hr						
Annual License Processing Fee	\$90	\$93						
Re-Inspection Fee	\$75	\$75						
Late Payment Fee	\$100	\$100						
Penalty Fee for Device Non-Registration	Double the per device fee							
Fees fund Weights & Measures program 100%								

ALL OF OUTLOT 1 OF FIELD OF DREAMS, LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

WEST 1/4 CORNER
SEC. 7, T.20N., R.18E.

CENTER OF SECTION
SEC. 7, T.20N., R.18E.

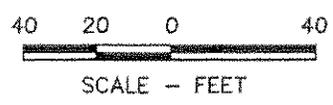


UNPLATTED LANDS

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 18 EAST WHICH BEARS S88°49'46"E PER THE PLAT OF FIELD OF DREAMS.

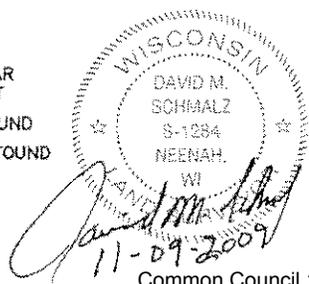
FOR: --VAN'S REALTY & CONSTRUCTION
--2525 ONEIDA STREET
--APPLETON, WI 54915

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	130.00'	70.31'	69.46'	S14°13'28"E	30°59'20"
C2	130.00'	24.99'	24.95'	S04°14'14"E	11°00'52"
C3	130.00'	45.32'	45.09'	S19°43'54"E	19°58'28"



LEGEND

- - 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
- ✦ - 3/4" ROUND STEEL REBAR FOUND
- ✦ - 1 1/4" ROUND STEEL REBAR FOUND
- ⊙ - CERTIFIED LAND CORNER CALUMET COUNTY
- S.F. - SQUARE FEET



McMAHON
ENGINEERS ARCHITECTS

1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com

DRAFTED BY: Corey Kalkafen

c:\kalkafen\w:\dwg\00034\000703\00\OUTLOT 1 FIELD OF DREAMS - CSM.dwg 8:22 AM

ALL OF OUTLOT 1 OF FIELD OF DREAMS, LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 20 NORTH, RANGE 18 EAST, CITY OF MENASHA, CALUMET COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, David M. Schmalz, Wisconsin Registered Land Surveyor S-1284, certify that I have surveyed, divided and mapped all of Outlot 1 of Field of Dreams, located in the Northwest 1/4 of the Southwest 1/4 of Section 7, Township 20 North, Range 18 East, City of Menasha, Winnebago County, Wisconsin containing 28,819 square feet (0.662 acres) of land.

I further certify that this map is a correct representation of the exterior boundary lines of the lines of the land surveyed and the division of that land, and that I have complied with Section 236.34 of the Wisconsin Statutes, the City of Menasha Subdivision Ordinances in surveying, dividing and mapping the same.

Given under my hand and seal this 9th day of November, 2009

David M. Schmalz
David M. Schmalz, Reg. WI Land Surveyor S-1284



NOTES

-OUTLOT 1 WAS CREATED BY FIELD OF DREAMS FOR A TEMPORARY STORM WATER DETENTION POND. A PERMANENT STORM WATER DETENTION POND HAS BEEN BUILT TO THE NORTHWEST OF OUTLOT 1, SO THE TEMPORARY STORM WATER DETENTION POND IS NO LONGER NECESSARY.

-THIS CSM IS PART OF TAX PARCEL No. 7-00241-00

-THE PROPERTY OWNERS OF RECORD ARE: VAN'S REALTY & CONSTRUCTION, INC.

-THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT No. _____

CERTIFICATE OF TREASURERS

I, being the duly elected, qualified and acting Treasurer, do hereby certify that in accordance with the records in my office there are no un-paid taxes or un-paid special assessments on any of the lands included in this Certified Survey Map as of:

City Treasurer _____ Date _____
Thomas Stoffel

County Treasurer _____ Date _____
Mike Schlaak

COMMON COUNCIL RESOLUTION

Resolved, this Certified Survey Map in the City of Menasha is hereby approved by the Common Council on this _____ day of _____, 20____.

Mayor _____ Date _____
Donald Merkes

City Clerk _____ Date _____
Deborah Galeazzi

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 11/19/09-12/3/09 \$ 732,235.57
Checks # 23451-23688

Payroll Checks for 11/19/09-12/3/09 360,938.24

Total \$1,093,173.81

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

AMT-Garnishments

**A gap in check numbers is due to more invoices being paid than fits on one check stub. In that case the last check stub used for that vendor is the check number that will show on the check register.

AP Check Register
Check Date: 11/19/2009

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
AAA SANITATION INC	23451	11/19/2009	161864	100-0703-553.20-09	11.22	11.22 PORTABLE TOILET BOAT LANDING
				Total for check: 23451		11.22
ACC PLANNED SERVICE INC	23452	11/19/2009	2144	100-0801-521.24-03	4,430.40	4,430.40 INSTALLED DRIVES
				100-0501-522.24-03	2,953.60	2,953.60 INSTALLED DRIVES
				Total for check: 23452		7,384.00
BADGER HIGHWAYS CO INC	23453	11/19/2009	147813	100-0601-551.24-03	276.81	276.81 HOTMIX ASPHALT COURSE
				147848	783.51	783.51 HOTMIX ASPHALT COURSE
				Total for check: 23453		1,060.32
BRAZEE ACE HARDWARE	23454	11/19/2009	006925	100-0702-552.30-18	3.98	3.98 FLAGGING TAPE
				Total for check: 23454		3.98
BUBRICK'S	23455	11/19/2009	273363	100-0801-521.30-10	369.42	369.42 OFFICE SUPPLIES
				273755	29.50	29.50 DVD-RW DISCS
				274222	396.38	396.38 SANI-CLOTH PLUS WIPES
				274668	(25.26)	(25.26) RETURN CREDIT
Total for check: 23455		770.04				
CASPERS TRUCK EQUIPMENT INC	23456	11/19/2009	41043	731-1022-541.38-03	186.93	186.93 STOCK
				Total for check: 23456		186.93
DENISE A ROSS MEMORIAL	23457	11/19/2009	ROSS	100-0408-552.30-16	25.00	25.00 MEMORIAL CONTRIBUTION AMBER OLSON (MOTHER)
				Total for check: 23457		25.00
DIGICORPORATION	23458	11/19/2009	94817	100-0702-552.29-01	43.95	43.95 HOLIDAY HAYRIDE TICKETS
				95292	(29.90)	(29.90) REGULAR ENVELOPES
				100-0304-562.29-01	81.90	81.90 REGULAR ENVELOPES
			100-0000-134.00-00	(116.22)	(116.22) REG & WINDOW ENVELOPES	

AP Check Register
Check Date: 11/19/2009

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
DIGICORPORATION...	23458...	11/19/2009...	95292...	100-0702-552.29-01	240.22	REG & WINDOW ENVELOPES
			Total for check: 23458		219.95	
FASSTENAL COMPANY	23459	11/19/2009	WINEE48485	731-1022-541.38-03	19.34	
		11/19/2009	WINEE48510	731-1022-541.30-18	44.38	GLOVES
			Total for check: 23459		63.72	
FERRELLGAS	23460	11/19/2009	1029986754	266-1027-543.21-06	155.75	LIQUEFIED PETROLEUM GAS
			Total for check: 23460		155.75	
FONDY AUTO ELECTRIC	23461	11/19/2009	A47147	731-1022-541.38-03	110.64	REMAN ALT
			Total for check: 23461		110.64	
FOX STAMP SIGN & SPECIALTY	23462	11/19/2009	173588	100-0702-552.30-18	78.00	CITY CARNIVAL BANNER PAST DUE
			Total for check: 23462		78.00	
GANNETT WISCONSIN MEDIA	23463	11/19/2009	0004374594	100-0203-512.29-02	48.57	LIQUOR LICENSE
				100-0405-513.29-02	1,091.73	LEGALS
			Total for check: 23463		1,140.30	
GREAT LAKES ROOFING CORPORATION	23464	11/19/2009	A47112	100-0704-552.24-03	2,629.37	ROOF REPAIR POOL LOCKER ROOM
			Total for check: 23464		2,629.37	
GREAT LAKES UNDERGROUND EQUIPMENT	23465	11/19/2009	15333	731-1022-541.38-03	27.10	ENGAGEMENT LEVER THROTTE RETAINER
			Total for check: 23465		27.10	
GARY GRIMM & ASSOCIATES	23466	11/19/2009	111709	100-0920-531.32-02	29.95	1 YR SUBSCRIPTION A NEW DAY PROF MAGAZINE
			Total for check: 23466		29.95	

AP Check Register
Check Date: 11/19/2009

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
GUNDERSON UNIFORM & LINEN RENTAL	23467	11/19/2009	1328992	100-0801-521.30-13	33.21	TOWEL/MAT SERVICE
	Total for check: 23467				<u>33.21</u>	
HALOGEN SUPPLY COMPANY INC	23468	11/19/2009	00375747	100-0704-552.82-02	1,305.50	MAIN DRAIN FRAME & GRATE
	Total for check: 23468				<u>1,305.50</u>	
INTERSTATE BATTERY OF GREEN BAY	23469	11/19/2009	170606	731-1022-541.38-03	89.95	BATTERY
	Total for check: 23469				<u>89.95</u>	
IRWIN, DARLENE	23470	11/19/2009	MR Refund	100-0000-123.00-00	30.00	SICARD, WELDON MR Refund Voucher
	Total for check: 23470				<u>30.00</u>	
JOHN'S SAW SERVICE	23471	11/19/2009	8303	731-1022-541.38-03	6.99	OIL CAP
	Total for check: 23471				<u>6.99</u>	
KEY BENEFIT CONCEPTS LLC	23472	11/19/2009	161005	100-0401-513.21-03	5,200.00	POST EMPLOYMENT BENEFITS
	Total for check: 23472				<u>5,200.00</u>	
LAPEL PINS & MORE	23473	11/19/2009	3453	100-0408-552.30-10	333.32	
	Total for check: 23473				<u>333.32</u>	
LAWSON PRODUCTS INC	23474	11/19/2009	8589389	731-1022-541.30-18	99.20	STOCK
		11/19/2009	8602068	731-1022-541.30-18	99.77	STOCK
		11/19/2009	862475	731-1022-541.30-18	236.70	STOCK
Total for check: 23474				<u>435.67</u>		
LIFEGUARD MD INC	23475	11/19/2009	190	100-0000-132.00-00	133.00	ADULT PADS CART INFANT/CHILD SMART PADS
	Total for check: 23475				<u>133.00</u>	

AP Check Register
Check Date: 11/19/2009

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
M&M TOWING AND RECOVERY LLC	23476	11/19/2009	0707	100-0801-521.29-05	100.00	TOWING
			Total for check: 23476		<u>100.00</u>	
MATTHEWS TIRE & SERVICE CENTER	23477	11/19/2009	31541	731-1022-541.38-02	140.08	TIRE SERVICE
			Total for check: 23477		<u>140.08</u>	
MCNEILUS TRUCK & MFG COMPANY	23478	11/19/2009	1154314	731-1022-541.38-03	66.49	BELT/BUCKLE
			Total for check: 23478		<u>66.49</u>	
MENASHA EMPLOYEES CREDIT UNION	23479	11/19/2009	20091119	100-0000-202.05-00	18,695.50	PAYROLL SUMMARY
			Total for check: 23479		<u>18,695.50</u>	
MENASHA EMPLOYEES LOCAL 1035	23480	11/19/2009	20091119	100-0000-202.06-00	270.00	PAYROLL SUMMARY
			Total for check: 23480		<u>270.00</u>	
MENASHA EMPLOYEES LOCAL 1035B	23481	11/19/2009	20091119	100-0000-202.07-00	260.13	PAYROLL SUMMARY
			Total for check: 23481		<u>260.13</u>	
MENASHA UTILITIES	23482	11/19/2009	003357	601-1021-543.25-01	16,461.34	SEPT 09 SEWER CHGS
		11/19/2009	003358	625-0401-513.25-01	768.96	STORM WATER CHARGES
		11/19/2009	102109	100-0703-553.22-03	8.48	1000 GENEVA RD
		11/19/2009	110209	100-0703-553.22-05	158.32	JEFFERSON PAVILLION
		11/19/2009	BILLING#3	100-1008-541.22-03	348.36	ELEC/OR WATER/OR STORM
				100-1008-541.22-05	37.86	ELEC/OR WATER/OR STORM
				601-1020-543.22-03	21.39	ELEC/OR WATER/OR STORM
				100-0704-552.22-03	146.70	ELEC/OR WATER/OR STORM
				100-0704-552.22-05	344.25	ELEC/OR WATER/OR STORM
				731-1022-541.22-03	846.05	ELEC/OR WATER/OR STORM
				731-1022-541.22-05	410.34	ELEC/OR WATER/OR STORM
				731-1022-541.22-06	997.75	ELEC/OR WATER/OR STORM
				266-1028-543.22-03	8.48	ELEC/OR WATER/OR STORM

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MENASHA UTILITIES...	23482...	11/19/2009...	BILLING#3...	266-1028-543.22-06	1,995.50	ELEC/OR WATER/OR STORM
				100-0801-521.22-03	1,175.78	ELEC/OR WATER/OR STORM
				100-0801-521.22-05	247.02	ELEC/OR WATER/OR STORM
				100-0801-521.22-06	81.52	ELEC/OR WATER/OR STORM
				100-0000-123.00-00	851.42	ELEC/OR WATER/OR STORM
				100-0000-123.00-00	178.88	ELEC/OR WATER/OR STORM
				100-0000-123.00-00	59.04	ELEC/OR WATER/OR STORM
				100-0601-551.22-03	3,053.36	ELEC/OR WATER/OR STORM
				100-0601-551.22-05	479.41	ELEC/OR WATER/OR STORM
				100-0601-551.22-06	134.87	ELEC/OR WATER/OR STORM
				207-0707-552.22-05	26.05	ELEC/OR WATER/OR STORM
				100-1019-552.22-03	49.97	ELEC/OR WATER/OR STORM
				100-0000-123.00-00	5.63	ELEC/OR WATER/OR STORM
100-0703-553.22-03	1,356.09	ELEC/OR WATER/OR STORM				
100-0703-553.22-05	43.58	ELEC/OR WATER/OR STORM				
100-0703-553.22-06	213.69	ELEC/OR WATER/OR STORM				
Total for check: 23482					30,510.09	
MICHAEL MODERSON	23483	11/19/2009	MODERSON	100-0000-441.13-00	4.00	REFUSE CART DOWNGRADE REFUND
				Total for check: 23483		
MIDWEST SIGN & SCREEN PRINTING	23484	11/19/2009	2578296-00	100-1008-541.30-18	124.34	3MM BRIGHT SINTRA
				Total for check: 23484		
MODERN BUSINESS MACHINES	23485	11/19/2009	26200811	100-1001-514.24-04	467.50	PRINT CARE CONTRACT TONER
				Total for check: 23485		
N&M AUTO SUPPLY	23486	11/19/2009		731-1022-541.38-03	(165.49)	CREDIT CORE DEPOSIT
				731-1022-541.38-03	(91.23)	WARRANTY CREDIT
				731-1022-541.38-03	(14.32)	CORE DEPOSIT CREDIT
				731-1022-541.38-03	(20.00)	CORE DEPOSIT CREDIT
				731-1022-541.38-03	4.14	LGT BULB

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N&M AUTO SUPPLY...	23486...	11/19/2009	286522	731-1022-541.38-03	50.68	WIPER ARM	
		11/19/2009	286612	731-1022-541.38-03	124.05	HEADLIGHT SWITCH	
		11/19/2009	286683	731-1022-541.38-03	17.52	A/TRANS SEAL	
		11/19/2009	286990	731-1022-541.38-03	19.50	HALOGEN HEADLAMP	
		11/19/2009	287822	731-1022-541.38-03	12.57	TURN SIGNAL LAMP	
		11/19/2009	287975	731-1022-541.38-03	12.64	BOLT	
		11/19/2009	288760	731-1022-541.38-03	92.27	VERNIER PTO CABLE	
		11/19/2009	289679	731-1022-541.30-18	9.95	SHOP SUPPLIES	
	Total for check: 23486					52.28	
	NEWMAN TRAFFIC SIGNS	23487	11/19/2009	11-0214873	100-1008-541.30-18	3,907.50	STREET SIGN MATERIALS
Total for check: 23487					3,907.50		
ONE COMMUNICATIONS CORP	23488	11/19/2009	110209	100-0402-513.22-01	5.65	PHONE SERVICE ASSESSOR	
				100-0201-512.22-01	8.22	PHONE SERVICE ATTORNEY	
				100-0000-123.00-00	13.42	PHONE SERVICE BUILDING INSPECT	
				100-0203-512.22-01	18.53	PHONE SERVICE CLERK	
				100-0304-562.22-01	23.29	PHONE SERVICE COMM DEV	
				100-1001-514.22-01	82.48	PHONE SERVICE CITY HALL	
				100-0401-513.22-01	48.51	PHONE SERVICE FINANCE	
				731-1022-541.22-01	56.18	PHONE SERVICE GARAGE	
				100-0903-531.22-01	96.61	PHONE SERVICE HEALTH	
				100-0403-513.22-01	24.28	PHONE SERVICE IT	
				100-0601-551.22-01	212.65	PHONE SERVICE LIBRARY	
				100-0101-511.22-01	16.07	PHONE SERVICE MAYOR	
				100-0702-552.22-01	21.55	PHONE SERVICE RECREATION	
				100-0703-553.22-01	128.52	PHONE SERVICE PARKS	
				100-0202-512.22-01	17.64	PHONE SERVICE PERSONNEL	
				100-0801-521.22-01	380.23	PHONE SERVICE POLICE	
				100-1002-541.22-01	59.10	PHONE SERVICE ENGINEERING	
				100-0920-531.22-01	42.39	PHONE SERVICE SENIOR	
				100-1008-541.22-01	5.65	PHONE SERVICE SIGN	
				100-0502-522.22-01	67.84	PHONE SERVICE EOC	

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ONE COMMUNICATIONS CORP ...	23488...	11/19/2009...	110209...	207-0000-123.00-00	26.43	PHONE SERVICE MARINA
				100-0704-552.22-01	57.18	PHONE SERVICE POOL
				100-0000-123.00-00	448.90	PHONE SERVICE MENASHA UTILITIES
				Total for check: 23488		1,861.32
OUTAGAMIE COUNTY CLERK OF COURTS	23489	11/19/2009	BOND	100-0000-201.03-00	1,000.00	BOND
			Total for check: 23489		1,000.00	
PACKER CITY INTERNATIONAL	23490	11/19/2009	3292960073	731-1022-541.38-03	49.55	FILTERS/LIGHTS
			Total for check: 23490		49.55	
PARTS ASSOCIATES INC	23491	11/19/2009	PAI0887401	731-1022-541.30-18	273.52	STOCK
			Total for check: 23491		273.52	
PAT DAY	23492	11/19/2009	DAY	827-0920-531.20-05	35.00	ENTERTAINMENT DONATION CHRISTMAS TEA
Total for check: 23492					35.00	
PHONETICS INC	23493	11/19/2009	00148699	100-0910-531.30-15	463.10	SENSAPHONE
			Total for check: 23493		463.10	
ROLAND MACHINERY EXCHANGE	23494	11/19/2009	21053833	731-1022-541.38-03	60.10	WIPER
			Total for check: 23494		60.10	
SAFARILAND LLC	23495	11/19/2009	I09-303473	100-0801-521.30-18	55.12	PLAIN SWAB BOXES
			Total for check: 23495		55.12	
SILTON SEIFERT CARLSON SC	23496	11/19/2009	106751	100-0201-512.21-01	796.25	PROFESSIONAL SERVICES
			Total for check: 23496		796.25	

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SPEEDY METALS LLC	23497	11/19/2009	397768	731-1022-541.21-06	715.24	CENTERLESS GRINDING
				Total for check: 23497		715.24
SPORTS GRAPHICS	23498	11/19/2009	4309-172	100-0702-552.30-18	283.80	FLAG FOOTBALL SHIRTS
				100-0803-521.30-15	208.00	POLO SHIRTS
				100-0702-552.30-18	160.00	SOFTBALL SHIRTS
Total for check: 23498				651.80		
STAPLES BUSINESS ADVANTAGE	23499	11/19/2009	312669327	100-0903-531.30-10	94.78	OFFICE SUPPLIES
				100-0910-531.30-10	9.49	OFFICE SUPPLIES
				100-0904-531.30-10	13.25	OFFICE SUPPLIES
Total for check: 23499				117.52		
TAPCO	23500	11/19/2009	329310	100-1008-541.30-18	1,165.35	BLANK TRAFFIC SIGNS
				Total for check: 23500		1,165.35
BARB TAYLOR	23501	11/19/2009	103009	100-0920-531.33-01	11.55	MILEAGE
				Total for check: 23501		11.55
THOMAS MCHUGH	23502	11/19/2009	MCHUGH	601-1020-543.21-02	143.17	REIMBURSE SUMP PUMP/PIT 524 SIXTH ST
				Total for check: 23502		143.17
UNIFIRST CORPORATION	23503	11/19/2009	097 0055787	731-1022-541.20-01	100.68	MAT/MOP/CLOTHING SERVICE
				Total for check: 23503		100.68
UNITED WAY FOX CITIES	23504	11/19/2009	20091119	100-0000-202.09-00	76.00	PAYROLL SUMMARY
				Total for check: 23504		76.00
UNITEL INC	23505	11/19/2009	32411	100-0910-531.22-01	875.00	INSTALL ANALOG INTERFACE FOR TELEPHONE SYSTEM

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UNITEL INC...	23505...	11/19/2009	32412	100-0403-513.21-04	356.00	INSTALL VOICE MAIL SYSTEM
				Total for check: 23505	1,231.00	
US OIL CO INC	23506	11/19/2009	194550	100-0000-131.00-00	3.21	FEDERAL LUST TAX
				194551	100-0000-131.00-00	4.81
			Total for check: 23506		8.02	
VANCO CONSTRUCTION	23507	11/19/2009	VANCO	100-0000-441.11-00	91.45	REFUND INVOICE PAYMENT
				Total for check: 23507	91.45	
VEOLIA ES SOLID WASTE MIDWEST	23508	11/19/2009	B40000245480	100-0000-123.00-00	84.92	BROAD ST RECYCLING
				Total for check: 23508	84.92	
WALMART COMMUNITY	23509	11/19/2009	110309	100-0702-552.30-18	37.08	PROGRAM SUPPLIES
				Total for check: 23509	37.08	
WAUSAU EQUIPMENT COMPANY INC	23510	11/19/2009	136636	100-1006-541.30-18	1,330.30	SHOES/PADS
				Total for check: 23510	1,330.30	
WBAY	23511	11/19/2009	268850	100-0000-201.15-00	255.00	FARM MARKET ADVERTISING
				Total for check: 23511	255.00	
WC INDUSTRIAL SUPPLY COMPANY	23512	11/19/2009	0006518-IN	731-1022-541.38-03	52.98	FLANGE BLOCK
				Total for check: 23512	52.98	
WE ENERGIES	23513	11/19/2009	110409	100-0703-553.22-03	8.12	2170 PLANK RD
				Total for check: 23513	8.12	

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WIL-KIL PEST CONTROL	23514	11/19/2009	1559992	100-1019-552.20-07	25.00	RAT/MOUSE/SPIDER CONTROL
				Total for check: 23514	25.00	
WINNEBAGO COUNTY REGISTER OF DEEDS	23515	11/19/2009	RD101057	263-0306-562.21-08	13.00	EDWARD HINZMANN
				Total for check: 23515	13.00	
WINNEBAGO COUNTY REGISTER OF DEEDS	23516	11/19/2009	RD101057	457-0304-562.21-08	11.00	APPLE CREEK ENTERPRISES
				Total for check: 23516	11.00	
WISCONSIN SUPPORT COLLECTIONS	23517	11/19/2009	20091119	100-0000-202.03-00	1,152.15	PAYROLL SUMMARY
				Total for check: 23517	1,152.15	
AARON ZEMLOCK	23518	11/19/2009	111309	100-0801-521.34-03	46.77	MEALS
				100-0801-521.34-04	525.88	TRAVEL EXPENSES
				Total for check: 23518	572.65	
					88,509.76	

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ASHLEY AHUJA	23519	11/24/2009	11192009	100-0601-551.30-14	17.00	LIBRARY MATERIALS
	Total for check: 23519				17.00	
AMAZON	23521	11/24/2009	047592017745	100-0601-551.30-14	187.88	LIBRARY MATERIALS
		11/24/2009	047593598240	100-0601-551.30-14	56.97	LIBRARY MATERIALS
		11/24/2009	047593776700	100-0601-551.30-14	(5.00)	CREDIT
		11/24/2009	047594674318	100-0601-551.30-14	19.99	LIBRARY MATERIALS
		11/24/2009	047596791158	100-0601-551.30-14	(1.50)	CREDIT
		11/24/2009	047597308223	100-0601-551.30-14	(5.00)	CREDIT
		11/24/2009	047597343060	100-0601-551.30-14	112.94	LIBRARY MATERIALS
		11/24/2009	047598888959	100-0601-551.30-14	(6.00)	CREDIT
		11/24/2009	047598938966	100-0601-551.30-14	9.99	LIBRARY MATERIALS
		11/24/2009	047599852030	100-0601-551.30-14	(1.00)	CREDIT
		11/24/2009	079886726355	100-0601-551.30-14	15.49	LIBRARY MATERIALS
		11/24/2009	079860661164	100-0601-551.30-14	(1.00)	CREDIT
		11/24/2009	079861753997	100-0601-551.30-14	488.69	LIBRARY MATERIALS
		11/24/2009	079865354825	100-0601-551.30-14	108.43	LIBRARY MATERIALS
		11/24/2009	079865581797	100-0601-551.30-14	(2.00)	CREDIT
		11/24/2009	079866195921	100-0601-551.30-14	86.95	LIBRARY MATERIALS
		11/24/2009	079866638358	100-0601-551.30-14	231.15	LIBRARY MATERIALS
		11/24/2009	079867720224	100-0601-551.30-14	(2.00)	CREDIT
		11/24/2009	079869167668	100-0601-551.30-14	(5.00)	CREDIT
		11/24/2009	095309173361	100-0601-551.30-14	16.49	LIBRARY MATERIALS
	11/24/2009	165940196714	100-0601-551.30-14	297.26	LIBRARY MATERIALS	
	11/24/2009	165940977611	100-0601-551.30-14	20.98	LIBRARY MATERIALS	
	11/24/2009	165947535373	100-0601-551.30-14	11.99	LIBRARY MATERIALS	
	11/24/2009	165949164535	100-0601-551.30-14	24.99	LIBRARY MATERIALS	
	11/24/2009	264460287343	100-0601-551.30-14	(10.00)	CREDIT	
	11/24/2009	264466090055	100-0601-551.30-14	59.97	LIBRARY MATERIALS	
	11/24/2009	264467011218	100-0601-551.30-14	13.99	LIBRARY MATERIALS	
	11/24/2009	264467224527	100-0601-551.30-14	14.99	LIBRARY MATERIALS	
Total for check: 23521				1,740.64		

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BADGER MAILING & SHIPPING SYSTEMS	23522	11/24/2009	11192009	100-0601-551.30-11	96.00	POSTAGE SUPPLIES/FEES
		11/24/2009	25749	100-0601-551.30-11	107.65	POSTAGE SUPPLIES/FEES
				Total for check: 23522	203.65	
BAKER & TAYLOR INC	23525	11/24/2009	2023747531	100-0601-551.30-14	281.98	LIBRARY MATERIALS
		11/24/2009	2023759197	100-0601-551.30-14	298.91	LIBRARY MATERIALS
		11/24/2009	2023761386	100-0601-551.30-14	64.90	LIBRARY MATERIALS
		11/24/2009	2023762671	100-0601-551.30-14	142.28	LIBRARY MATERIALS
		11/24/2009	2023780385	100-0601-551.30-14	579.59	LIBRARY MATERIALS
		11/24/2009	2023781790	100-0601-551.30-14	331.88	LIBRARY MATERIALS
		11/24/2009	2023790255	100-0601-551.30-14	12.55	LIBRARY MATERIALS
		11/24/2009	2023791711	100-0601-551.30-14	391.37	LIBRARY MATERIALS
		11/24/2009	2023800988	100-0601-551.30-14	804.62	LIBRARY MATERIALS
		11/24/2009	2023805747	100-0601-551.30-14	432.40	LIBRARY MATERIALS
		11/24/2009	2023810766	100-0601-551.30-14	462.31	LIBRARY MATERIALS
		11/24/2009	2023813157	100-0601-551.30-14	31.87	LIBRARY MATERIALS
		11/24/2009	2023817536	100-0601-551.30-14	246.02	LIBRARY MATERIALS
		11/24/2009	2023820170	100-0601-551.30-14	296.12	LIBRARY MATERIALS
		11/24/2009	2023824193	100-0601-551.30-14	345.14	LIBRARY MATERIALS
		11/24/2009	2023830328	100-0601-551.30-14	320.24	LIBRARY MATERIALS
		11/24/2009	2023835030	100-0601-551.30-14	605.48	LIBRARY MATERIALS
		11/24/2009	2023842476	100-0601-551.30-14	2.51	LIBRARY MATERIALS
		11/24/2009	2023846806	100-0601-551.30-14	449.76	LIBRARY MATERIALS
		11/24/2009	2023852966	100-0601-551.30-14	435.54	LIBRARY MATERIALS
		11/24/2009	2023858466	100-0601-551.30-14	401.73	LIBRARY MATERIALS
		11/24/2009	2023860850	100-0601-551.30-14	13.41	LIBRARY MATERIALS
		11/24/2009	5010396314	100-0601-551.30-14	158.83	LIBRARY MATERIALS
	11/24/2009	5010425219	100-0601-551.30-14	176.55	LIBRARY MATERIALS	
	11/24/2009	H306138CM	100-0601-551.30-14	(43.19)	CREDIT	
	11/24/2009	H87953850	100-0601-551.30-14	21.56	LIBRARY MATERIALS	
	11/24/2009	H88314920	100-0601-551.30-14	61.14	LIBRARY MATERIALS	
	11/24/2009	H88314921	100-0601-551.30-14	20.15	LIBRARY MATERIALS	
	11/24/2009	H88920430	100-0601-551.30-14	17.99	LIBRARY MATERIALS	
	11/24/2009	H88920431	100-0601-551.30-14	21.56	LIBRARY MATERIALS	

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BAKER & TAYLOR INC...	23525	11/24/2009	H88920432	100-0601-551.30-14	79.13	LIBRARY MATERIALS
				100-0601-551.30-14	20.15	LIBRARY MATERIALS
				100-0601-551.30-14	19.43	LIBRARY MATERIALS
				100-0601-551.30-14	194.20	LIBRARY MATERIALS
				100-0601-551.30-14	44.97	LIBRARY MATERIALS
				100-0601-551.30-14	21.56	LIBRARY MATERIALS
				100-0601-551.30-14	63.54	LIBRARY MATERIALS
				100-0601-551.30-14	60.45	LIBRARY MATERIALS
				100-0601-551.30-14	21.59	LIBRARY MATERIALS
				100-0601-551.30-14	17.96	LIBRARY MATERIALS
				100-0601-551.30-14	21.56	LIBRARY MATERIALS
				Total for check: 23525		
BBC AUDIOBOOKS AMERICA	23526	11/24/2009	374101	100-0601-551.30-14	231.94	LIBRARY MATERIALS
				Total for check: 23526		
JOE BONGERS	23527	11/24/2009	11192009	100-0601-551.33-01	5.50	TRAVEL EXP - MILEAGE
				100-0601-551.33-03	15.73	TRAVEL EXP - MEALS
				100-0601-551.33-03	7.25	TRAVEL EXP - MEALS
				100-0601-551.33-03	16.74	TRAVEL EXP - MEALS
				100-0601-551.33-03	8.80	TRAVEL EXP - MEALS
				100-0601-551.33-03	6.30	TRAVEL EXP - MEALS
				100-0601-551.33-04	3.00	TRAVEL EXP - PARKING
Total for check: 23527					68.82	
THOMAS BOUREGY & CO INC	23528	11/24/2009	58311A	100-0601-551.30-14	139.50	LIBRARY MATERIALS
				Total for check: 23528		
BRILLIANCE AUDIO INC	23529	11/24/2009	IN0516331	100-0601-551.30-14	49.48	LIBRARY MATERIALS
				IN0518964	51.13	LIBRARY MATERIALS

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BRILLIANCE AUDIO INC...	23529	11/24/2009	IRF0517955	100-0601-551.30-14	(21.98)	CREDIT
			Total for check: 23529		<u>78.63</u>	
CDW GOVERNMENT INC	23530	11/24/2009	QMD2716	100-0601-551.30-10	265.67	OFFICE SUPPLIES
		11/24/2009	QSJ0212	100-0601-551.30-10	125.87	OFFICE SUPPLIES
			Total for check: 23530		<u>391.54</u>	
CENTER POINT LARGE PRINT	23531	11/24/2009	804625	100-0601-551.30-14	518.22	LIBRARY MATERIALS
			Total for check: 23531		<u>518.22</u>	
GALE	23532	11/24/2009	16521168	100-0601-551.30-14	38.93	LIBRARY MATERIALS
		11/24/2009	16534574	100-0601-551.30-14	466.96	LIBRARY MATERIALS
		11/24/2009	16535669	100-0601-551.30-14	11.16	LIBRARY MATERIALS
		11/24/2009	16535957	100-0601-551.30-14	12.79	LIBRARY MATERIALS
		11/24/2009	16538807	100-0601-551.30-14	55.12	LIBRARY MATERIALS
		11/24/2009	16545749	100-0601-551.30-14	28.76	LIBRARY MATERIALS
			Total for check: 23532		<u>613.72</u>	
GENERAL BOOK COVERS	23533	11/24/2009	90603	100-0601-551.30-18	124.36	DEPT SUPPLIES
			Total for check: 23533		<u>124.36</u>	
H W WILSON CO INC	23534	11/24/2009	58159487	100-0601-551.30-14	301.00	LIBRARY MATERIALS
			Total for check: 23534		<u>301.00</u>	
ANN HARDGINSKI	23535	11/24/2009	11192009	100-0601-551.33-01	14.30	TRAVEL EXP - MILEAGE
				100-0601-551.33-01	11.00	TRAVEL EXP - MILEAGE
			Total for check: 23535		<u>25.30</u>	

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HARRIS INFOSOURCE	23536	11/24/2009	10124992	100-0601-551.30-14	235.00	LIBRARY MATERIALS
			Total for check: 23536			235.00
HIGHSMITH	23537	11/24/2009	1014271645	100-0601-551.30-18	25.33	DEPT SUPPLIES
			1014408963	100-0601-551.30-18	50.00	DEPT SUPPLIES
			Total for check: 23537			75.33
INGRAM LIBRARY SERVICES	23538	11/24/2009	46264933	100-0601-551.30-14	34.78	LIBRARY MATERIALS
			46264934	100-0601-551.30-14	38.49	LIBRARY MATERIALS
			46264935	100-0601-551.30-14	16.65	LIBRARY MATERIALS
			46376796	100-0601-551.30-14	120.02	LIBRARY MATERIALS
			46376797	100-0601-551.30-14	15.54	LIBRARY MATERIALS
			46464631	100-0601-551.30-14	171.29	LIBRARY MATERIALS
			46464632	100-0601-551.30-14	18.98	LIBRARY MATERIALS
			46637404	100-0601-551.30-14	63.85	LIBRARY MATERIALS
			46637405	100-0601-551.30-14	10.84	LIBRARY MATERIALS
			46728934	100-0601-551.30-14	10.03	LIBRARY MATERIALS
			46728935	100-0601-551.30-14	15.39	LIBRARY MATERIALS
			46728936	100-0601-551.30-14	188.37	LIBRARY MATERIALS
			46783056	100-0601-551.30-14	15.06	LIBRARY MATERIALS
			46783057	100-0601-551.30-14	53.00	LIBRARY MATERIALS
46783058	100-0601-551.30-14	17.20	LIBRARY MATERIALS			
			Total for check: 23538			789.49
KITZ & PFEIL INC	23539	11/24/2009	0921140085	100-0601-551.30-13	16.04	HOUSEKEEPING SUPPLIES
			0922140030	100-0601-551.24-03	8.44	BLDG REPAIR/MAINTENANCE
			1008140011	100-0601-551.30-13	14.39	HOUSEKEEPING SUPPLIES
			1016140249	100-0601-551.30-13	33.07	HOUSEKEEPING SUPPLIES
			Total for check: 23539			71.94

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MANDERFIELD BAKERY	23540	11/24/2009	302688	100-0601-551.34-03	20.90	TRAINING - MEALS	
	Total for check: 23540					<u>20.90</u>	
	MARSHALL CAVENDISH CORP	23541	11/24/2009	R828235	100-0601-551.30-14	125.70	LIBRARY MATERIALS
23541		11/24/2009	R828572	100-0601-551.30-14	161.73	LIBRARY MATERIALS	
Total for check: 23541					<u>287.43</u>		
ELISHA D SMITH PUBLIC LIBRARY	23542	11/24/2009	1119209	100-0601-551.30-16	40.00	PROGRAM SUPPLIES	
	Total for check: 23542					<u>40.00</u>	
	MIDWEST TAPE	23543	11/24/2009	2007216	100-0601-551.30-14	83.94	LIBRARY MATERIALS
23543		11/24/2009	2012878	100-0601-551.30-14	51.98	LIBRARY MATERIALS	
23543		11/24/2009	2012879	100-0601-551.30-14	58.96	LIBRARY MATERIALS	
23543		11/24/2009	2018821	100-0601-551.30-14	153.93	LIBRARY MATERIALS	
23543		11/24/2009	2024695	100-0601-551.30-14	91.96	LIBRARY MATERIALS	
23543		11/24/2009	2024696	100-0601-551.30-14	41.97	LIBRARY MATERIALS	
23543		11/24/2009	2031037	100-0601-551.30-14	12.99	LIBRARY MATERIALS	
23543		11/24/2009	2036889	100-0601-551.30-14	19.99	LIBRARY MATERIALS	
Total for check: 23543					<u>515.72</u>		
MINITEX		23544	11/24/2009	63125	100-0601-551.30-18	491.00	DEPT SUPPLIES
	Total for check: 23544					<u>491.00</u>	
	ALFREDO ORTEGA	23545	11/24/2009	1123209	100-0601-551.30-14	30.00	LIBRARY MATERIALS
Total for check: 23545					<u>30.00</u>		
POLK CITY DIRECTORIES		23546	11/24/2009	83431720	100-0601-551.30-14	465.00	LIBRARY MATERIALS
	Total for check: 23546					<u>465.00</u>	
	RANDOM HOUSE INC	23547	11/24/2009	1087479460	100-0601-551.30-14	232.50	LIBRARY MATERIALS

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RANDOM HOUSE INC...	23547...	11/24/2009	1087526836	100-0601-551.30-14	44.00	LIBRARY MATERIALS
		11/24/2009	1087594514	100-0601-551.30-14	18.75	LIBRARY MATERIALS
		11/24/2009	1087643083	100-0601-551.30-14	75.00	LIBRARY MATERIALS
		11/24/2009	1187479460	100-0601-551.30-14	112.00	LIBRARY MATERIALS
		11/24/2009	1187594514	100-0601-551.30-14	75.00	LIBRARY MATERIALS
		11/24/2009	1287594514	100-0601-551.30-14	36.00	LIBRARY MATERIALS
			Total for check: 23547		593.25	
RHYME BUSINESS PRODUCTS	23548	11/24/2009	04415A	100-0601-551.30-10	41.76	OFFICE SUPPLIES
			Total for check: 23548		41.76	
RUSSELL CONSULTING INC	23549	11/24/2009	11202009	100-0601-551.34-01	237.73	TRAINING - MILEAGE
				100-0601-551.34-02	400.00	TRAINING - OTHER
			Total for check: 23549		637.73	
KRISTIN SEEFELDT	23550	11/24/2009	11192009	100-0601-551.34-03	11.25	TRAINING - MEALS
				100-0601-551.34-04	11.53	TRAINING - OTHER/SUPPLIES
			Total for check: 23550		22.78	
STAPLES BUSINESS ADVANTAGE	23551	11/24/2009	8013702487	100-0601-551.30-10	135.88	OFFICE SUPPLIES
		11/24/2009	8013702487DUP	100-0601-551.30-10	15.48	OFFICE SUPPLIES
		11/24/2009	8013811552CR	100-0601-551.30-10	(35.89)	CREDIT
			Total for check: 23551		115.47	
UNIQUE BOOKS INC	23552	11/24/2009	348400	100-0601-551.30-14	867.42	LIBRARY MATERIALS
		11/24/2009	348403	100-0601-551.30-14	937.15	LIBRARY MATERIALS
		11/24/2009	348404	100-0601-551.30-14	39.80	LIBRARY MATERIALS
		11/24/2009	348409	100-0601-551.30-14	533.15	LIBRARY MATERIALS
			Total for check: 23552		2,377.52	

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UNIQUE MANAGEMENT SERVICES INC	23553	11/24/2009	189050	100-0000-441.19-00	223.75	COLLECTION AGENCY FEE
	Total for check: 23553				<u>223.75</u>	
VALLEY POPCORN CO INC	23554	11/24/2009	94543	100-0601-551.30-16	36.90	PROGRAM SUPPLIES
	Total for check: 23554				<u>36.90</u>	
JULIE WING	23555	11/24/2009	1119209	100-0601-551.30-16	16.16	PROGRAM SUPPLIES
	Total for check: 23555				<u>16.16</u>	
WINNEFOX LIBRARY SYSTEM	23556	11/24/2009	3523	100-0601-551.30-11	1,741.91	POSTAGE SUPPLIES/FEES
	23556	11/24/2009	3554	100-0601-551.20-05	277.00	LIBRARY PROGRAM
	Total for check: 23556				<u>2,062.66</u>	
DEPARTMENT OF COMMERCE	23557	11/24/2009	222415	100-0601-551.24-03	35.00	BLDG REPAIR/MAINTENANCE
	Total for check: 23557				<u>35.00</u>	
					<u>21,588.85</u>	

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AERLOC INCORPORATED	23558	11/25/2009	788	100-0000-201.03-00	725.00	ASBESTOS INSPECTION 800 DE PERE/RAZE ORDER
			Total for check: 23558		<u>725.00</u>	
AIRGAS NORTH CENTRAL	23559	11/25/2009	105014291	100-0703-553.30-15	35.34	ACETYLENE/ARGON/OXYGEN CYLINDERS
		11/25/2009	105014292	731-1022-541.21-06	59.52	ACETYLENE/ARGON/OXYGEN CYLINDERS
			Total for check: 23559		<u>94.86</u>	
ASSOCIATED APPRAISAL CONSULTANTS	23560	11/25/2009	8270	100-0402-513.21-09	4,775.00	PROFESSIONAL SERVICES
				100-0402-513.30-11	8.81	POSTAGE
		11/25/2009	8271	100-0402-513.21-04	59.34	INTERNET POSTING PARCELS
			Total for check: 23560		<u>4,843.15</u>	
AT&T	23561	11/25/2009	920R09453011	100-1001-514.22-01	114.86	MONTHLY SERVICE NOV 4-DEC 3, 2009
				601-1020-543.22-01	294.96	MONTHLY SERVICE NOV 4-DEC 3, 2009
			Total for check: 23561		<u>409.82</u>	
AVASTONE TECHNOLOGIES LLC	23562	11/25/2009	108115-A	100-0403-513.21-04	105.00	TELEPHONE SUPPORT
			Total for check: 23562		<u>105.00</u>	
BADGER HIGHWAYS CO INC	23563	11/25/2009	148002	100-0703-553.30-18	187.88	HOTMIX ASPHALT COURSE
			Total for check: 23563		<u>187.88</u>	
CAROL BAUMHARDT	23564	11/25/2009	112409	100-0702-552.20-03	153.00	CLASS INSTRUCTION HOOPING CLASS
			Total for check: 23564		<u>153.00</u>	
BLUE PRINT SERVICE CO INC	23565	11/25/2009	29569	100-1002-541.30-18	259.14	INK JET BOND
			Total for check: 23565		<u>259.14</u>	

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BOGDANOWITZ POTTERY	23566	11/25/2009	BOGDANOWITZ	100-0000-201.15-00	21.00	VENDOR REFUND FARM MARKET
	Total for check: 23566				21.00	
JEFFREY BRANDT	23567	11/25/2009	111209	100-0201-512.21-01	1,782.85	PROFESSIONAL SERVICES
	Total for check: 23567				1,782.85	
BRAZEE ACE HARDWARE	23568	11/25/2009	007000	100-1001-514.30-18	14.98	EXTENSION CORDS FARM MARKET
		11/25/2009	007003	100-0703-553.30-18	9.27	LAG SCREWS/WASHER
		11/25/2009	007042	100-0703-553.30-18	4.49	GOGGLES CLEAR CARDED ACE
Total for check: 23568				28.74		
BUBRICK'S	23569	11/25/2009	276682	731-1022-541.30-10	10.57	OFFICE SUPPLIES DESK PADS/Q NOTES
				266-1027-543.30-18	11.25	OFFICE SUPPLIES MARKERS
				100-0703-553.30-10	12.07	OFFICE SUPPLIES CALENDAR
Total for check: 23569				40.38		
CALLUMET COUNTY CLERK OF COURTS	23570	11/25/2009	112009	100-0000-201.03-00	191.00	DOG LICENSES 4791-4837
	Total for check: 23570				191.00	
CASPERS TRUCK EQUIPMENT INC	23571	11/25/2009	41286	731-1022-541.38-03	285.51	STOCK
	Total for check: 23571				285.51	
COMMON SENSE SOLUTIONS LLC	23572	11/25/2009	111809	100-0403-513.21-04	28.60	PROFESSIONAL SERVICES
	Total for check: 23572				28.60	
DIGICORPORATION	23573	11/25/2009	95334	266-1027-543.29-01	1,893.00	HORIZON FALL NEWSLETTER
				100-0405-513.29-01	1,947.00	IN THE WORKS NEWSLETTER
				100-0000-134.00-00	(65.80)	BUSINESS CARDS
				100-0801-521.29-01	310.80	BUSINESS CARDS

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DIGICORPORATION...	23573...	11/25/2009	95565	100-0000-134.00-00	(107.90)	WINDOW ENVELOPES
				100-0401-513.29-01	183.90	WINDOW ENVELOPES
				Total for check: 23573		4,161.00
DUMIKE & ASSOCIATES &	23574	11/25/2009	DEC2009	100-0903-531.29-06	2,977.75	316 RACINE RENT
				Total for check: 23574		2,977.75
FOX CITIES MAGAZINE	23575	11/25/2009	00018855	100-0304-562.21-10	910.00	AD/FOX CITIES GUIDE
				Total for check: 23575		910.00
FOX VALLEY HUMANE ASSOCIATION	23576	11/25/2009	OCT2009	100-0806-532.25-01	1,632.08	15 ANIMALS HANDLED
				Total for check: 23576		1,632.08
GOSS AUTO BODY INC	23577	11/25/2009	45303	100-0801-521.29-05	85.00	TOWING
				Total for check: 23577		85.00
JP COOKE CO	23578	11/25/2009	34724	100-0401-513.29-01	56.72	CAT LICENSES 2010
				Total for check: 23578		56.72
AMY KESTER	23579	11/25/2009	111809	625-0304-562.34-01	5.28	MILEAGE
				100-0304-562.33-01	134.86	MILEAGE
				Total for check: 23579		140.14
KONE INC	23580	11/25/2009	220250872	100-1001-514.20-04	230.49	MAINTENANCE COVERAGE
				Total for check: 23580		230.49
KUNDINGER FLUID POWER INC	23581	11/25/2009	50072690	731-1022-541.38-03	137.55	FLEXIBLE HOSE
				Total for check: 23581		137.55

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LAPPEN SECURITY PRODUCTS INC	23582	11/25/2009	LSPQ15506	100-0801-521.24-03	14.00	NEUTER BOW KEY COMMUNICATION ROOM
			Total for check: 23582		14.00	
LARK UNIFORM OUTFITTERS INC	23583	11/25/2009	41992	100-0801-521.19-03	225.80	CLOTHING
			Total for check: 23583		225.80	
MATTHEWS TIRE & SERVICE CENTER	23584	11/25/2009	31622	731-1022-541.38-02	534.64	TIRES
			Total for check: 23584		534.64	
MENARDS-APPLETON EAST	23585	11/25/2009	26984	100-0704-552.24-03	65.69	PATCH KIT/CAULK
		11/25/2009	27950	100-0703-553.24-03	42.82	STOP & WASTE VALVES ANTI-FREEZE
		11/25/2009	28890	100-0703-553.24-03	44.91	DOWNSPOUTS/ELBOWS
			Total for check: 23585		153.42	
MENASHA EMPLOYEES CREDIT UNION	23586	11/25/2009	20091125	100-0000-202.05-00	2,112.00	PAYROLL SUMMARY
			Total for check: 23586		2,112.00	
MENASHA EMPLOYEES LOCAL 1035	23587	11/25/2009	20091125	100-0000-202.06-00	270.00	PAYROLL SUMMARY
			Total for check: 23587		270.00	
MENASHA UTILITIES	23588	11/25/2009	BILLING#1	100-1008-541.22-03	273.50	ELEC OR WATER OR STORM
				100-0000-123.00-00	12.95	ELEC OR WATER OR STORM
				100-0403-513.21-04	1,827.50	ELEC OR WATER OR STORM
				207-0707-552.22-03	509.23	ELEC OR WATER OR STORM
				207-0707-552.22-05	33.81	ELEC OR WATER OR STORM
				207-0707-552.22-06	41.43	ELEC OR WATER OR STORM
				100-0703-553.22-03	931.49	ELEC OR WATER OR STORM
				100-0703-553.22-05	199.03	ELEC OR WATER OR STORM
				100-0703-553.22-06	207.99	ELEC OR WATER OR STORM
				100-1001-514.22-03	1,431.54	ELEC OR WATER OR STORM
				100-1001-514.22-05	267.20	ELEC OR WATER OR STORM

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MENASHA UTILITIES...	23588...	11/25/2009...	BILLING#1...	100-1019-552.22-03	149.69	ELEC OR WATER OR STORM		
				100-0920-531.22-03	277.35	ELEC OR WATER OR STORM		
				100-0920-531.22-05	77.24	ELEC OR WATER OR STORM		
				100-0408-552.22-03	51.32	ELEC OR WATER OR STORM		
				100-1013-541.22-03	46.93	ELEC OR WATER OR STORM		
				100-1013-541.22-06	269.74	ELEC OR WATER OR STORM		
				601-1020-543.22-03	24.49	ELEC OR WATER OR STORM		
				100-1012-541.22-03	76.47	ELEC OR STORM		
				100-1013-541.22-06	51.18	ELEC OR STORM		
				100-0305-562.22-06	19.50	ELEC OR STORM		
100-1014-543.22-06	16.25	ELEC OR STORM						
100-0703-553.22-06	25.17	ELEC OR STORM						
100-1013-541.22-03	8.48	ELEC OR STORM						
Total for check: 23588					6,829.48			
TOWN OF MENASHA UTILITY DISTRICT	23589	11/25/2009	111109	100-0703-553.22-05	22.99	GENEVA FOUNTAIN		
				100-0703-553.22-05	611.62	KOSLO		
				Total for check: 23589		634.61		
MODERN BUSINESS MACHINES	23590	11/25/2009	26202255	100-1001-514.24-04	374.00	CONTRACT SERVICE 12/1/2009-12/31/2009		
				Total for check: 23590		374.00		
MONOPRICE INC	23591	11/25/2009	2348572	100-1001-514.30-10	156.50	COLOR TONER		
				11/25/2009	2351574	100-0801-521.30-10	51.26	COLOR TONER
				Total for check: 23591		207.76		
MORTON SAFETY	23592	11/25/2009	439677	100-0702-552.30-18	29.06	FIRST AID SUPPLIES		
				Total for check: 23592		29.06		

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CITY OF NEENAH	23593	11/25/2009	FIRE RESCUE	100-0501-522.25-01	241,716.00	N-M FIRE RESCUE DECEMBER 2009
			Total for check: 23593		<u>241,716.00</u>	
	23594	11/25/2009	00410505	100-0000-204.08-00	125,819.78	PREMIUM DEC 2009 EMPLOYEES
NETWORK HEALTH PLAN			100-0000-204.11-00		7,583.12	PREMIUM DEC 2009 RETIREES/COBRA
			Total for check: 23594		<u>133,402.90</u>	
	23595	11/25/2009	408317	100-0000-201.13-00	18.46	COPY PAPER FOR COMPUTER CLASS
OFFICE DEPOT			Total for check: 23595		<u>18.46</u>	
	23596	11/25/2009	134337	100-0801-521.29-05	105.00	CONNECTOR 120 VOLT 20 AMP
		11/25/2009	134338	100-0801-521.29-05	81.00	CONNECTOR PROTECTOR
OSHKOSH FIRE & POLICE EQUIPMENT INC			Total for check: 23596		<u>186.00</u>	
	23597	11/25/2009	3293020052	731-1022-541.38-03	18.42	TURN SIGNAL
		11/25/2009	3293020068	731-1022-541.38-03	9.97	AIR FILT
PACKER CITY INTERNATIONAL		11/25/2009	3293080061	731-1022-541.38-03	11.90	AIR FILT
			Total for check: 23597		<u>40.29</u>	
	23598	11/25/2009	13945	731-1022-541.30-18	85.00	PIPE
REDI-WELDING CO		11/25/2009	13948	731-1022-541.30-18	364.26	BRACKETS/ANGLE/FLAT/MISC
		11/25/2009	13951	731-1022-541.30-18	80.00	
			Total for check: 23598		<u>529.26</u>	
DR TERESA SHOBERG	23599	11/25/2009		100-0903-531.21-05	150.00	CITY PHYSICIAN DEC 2009
			Total for check: 23599		<u>150.00</u>	

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R A SMITH NATIONAL INC	23600	11/25/2009	96179	100-1003-541.21-02	5,484.94	PROFESSIONAL SERVICES TAYCO STREET	
	Total for check: 23600					<u>5,484.94</u>	
SPEEDY METALS LLC	23601	11/25/2009	402045	731-1022-541.21-06	715.24	CENTERLESS GRINDING	
	23601	11/25/2009	402422	100-1006-541.30-18	31.85	COLD FINISHED	
	Total for check: 23601					<u>747.09</u>	
STAPLES BUSINESS ADVANTAGE	23602	11/25/2009	3126955907	100-0401-513.30-10	125.56	BINDERS	
	Total for check: 23602					<u>125.56</u>	
SUNGARD PUBLIC SECTOR INC	23603	11/25/2009	11102	100-0403-513.21-04	2,438.00	MAINTENANCE 12/01/09-12/31/09	
	Total for check: 23603					<u>2,438.00</u>	
TRADER PLUMBING	23604	11/25/2009	33650	207-0707-552.24-03	206.10	COMPRESSION SLEEVES PIPING/COUPLING	
	Total for check: 23604					<u>206.10</u>	
TRAFFTECH INC	23605	11/25/2009	730	100-1008-541.30-18	93.00	BLADES (3) 60 DEGREE, TANGENTIAL	
	Total for check: 23605					<u>93.00</u>	
UNIFIRST CORPORATION	23606	11/25/2009	097 0056076	731-1022-541.20-01	102.23	MOP/MAT/CLOTHING SERVICE	
	Total for check: 23606					<u>102.23</u>	
UR WASHINSTUFF INC	23607	11/25/2009	10025	100-0801-521.29-05	91.36	CAR WASHES SEPT 09	
	23607	11/25/2009	10026	100-0801-521.29-05	34.26	CAR WASHES OCT 09	
	Total for check: 23607					<u>125.62</u>	
US OIL CO INC	23608	11/25/2009	M11373	731-1022-541.30-18	698.50	VALVOLINE	
	Total for check: 23608					<u>698.50</u>	

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VALLEY POPCORN CO INC	23609	11/25/2009	94855	827-0920-531.30-18	104.80	POPCORN
	Total for check: 23609				104.80	
VISION NSURANCE PLAN OF AMERICA	23610	11/25/2009	78655	100-0000-204.10-00	1,138.30	PREMIUM DEC 2009
	Total for check: 23610				1,138.30	
WAUSAU EQUIPMENT COMPANY INC	23611	11/25/2009	136709	100-1006-541.30-18	1,388.97	PLOW PARTS
	Total for check: 23611				1,388.97	
WE ENERGIES	23612	11/25/2009	112309	100-0000-123.00-00	349.26	
				100-1001-514.22-04	1,056.95	
				100-0801-521.22-04	482.32	
				100-0920-531.22-04	167.23	
				100-0601-551.22-04	1,035.19	
				100-0703-553.22-04	334.30	
				100-0704-552.22-04	25.28	
				207-0707-552.22-04	26.51	
				731-1022-541.22-04	494.53	
	Total for check: 23612				3,971.57	
WINNEBAGO COUNTY TREASURER	23613	11/25/2009	SHJ100486	100-0805-521.25-01	132.00	JAIL DIVISION
	Total for check: 23613				132.00	
WINNEBAGO COUNTY TREASURER	23614	11/25/2009	112009	100-0000-201.03-00	895.00	DOG LICENSES
	Total for check: 23614				895.00	
WISCONSIN DEPT OF JUSTICE	23615	11/25/2009	L7101T	100-0801-521.21-06	98.00	NAME SEARCHES
	Total for check: 23615				98.00	

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WISCONSIN SUPPORT COLLECTIONS	23616	11/25/2009	20091125	100-0000-202.03-00	440.23	PAYROLL SUMMARY
			Total for check: 23616		<u>440.23</u>	
					<u>425,104.25</u>	

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CARDMEMBER SERVICE	23618	11/30/2009	0015	100-0801-521.30-18	58.55	SMALL QUANTITY BOXES
		11/30/2009	0033	100-0703-553.30-15	188.79	LINCOLN CONT SPLY INC
		11/30/2009	0090	824-0801-521.30-15	46.85	ELITE K-9
		11/30/2009	0186	100-0801-521.30-18	129.80	DASH MEDICAL GLOVES
		11/30/2009	0269	100-0801-521.33-03	20.84	ANNIE'S AMERICAN CAFE WAUSAU
		11/30/2009	0615	731-1022-541.30-10	11.86	LABELVALUE.COM LABELS FOR PWF
		11/30/2009	0624	100-0703-553.33-03	219.78	KALAHARI RESORTS CONFERENCE
		11/30/2009	1026	100-0702-552.34-03	10.00	KALAHARI RESORTS CONFERENCE
		11/30/2009	1154	100-0801-521.30-15	35.95	SCIENCE KIT
		11/30/2009	1272	100-0801-521.30-15	29.97	MAGILLS GLOCKSTORE SUPPLIES
		11/30/2009	1495	100-0000-201.03-00	(50.00)	MIVA MEDIA CREDIT COMPROMISED CHG
		11/30/2009	1774	100-1002-541.34-03	90.00	BEST WESTERN BROOKFIELD WI
		11/30/2009	2511	100-0702-552.34-03	13.65	KALAHARI RESORTS CONFERENCE
		11/30/2009	4034	731-1022-541.38-03	76.99	PEC MANUFACTURING
		11/30/2009	4661	100-0201-512.33-04	203.69	MIDWEST EXPRESS P CAPTAIN
				100-0201-512.33-04	27.00	MIDWEST EXPRESS CAPTAIN
		11/30/2009	5105	827-0920-531.30-18	58.59	ORIENTAL TRADING
		11/30/2009	5146	100-0702-552.34-03	8.72	KALAHARI RESORTS CONFERENCE
		11/30/2009	5320	100-0702-552.34-03	7.67	KALAHARI RESORTS CONFERENCE
		11/30/2009	5437	100-0703-553.33-03	11.58	KALAHARI RESORTS
		11/30/2009	5600	100-0801-521.30-18	483.03	SAFARILAND LLC
		11/30/2009	5962	100-0403-513.34-04	12.95	EXPERTS EXCHANGE LLC ONLINE TECH RESOURCE
		11/30/2009	6698	100-0801-521.34-03	75.99	QUALITY INN SUN PRAIRIE WI
		11/30/2009	7008	100-0702-552.34-03	88.11	KALAHARI RESORTS CONFERENCE
		11/30/2009	7184	100-0801-521.30-18	49.41	SAFARILAND LLC
		11/30/2009	8183	100-0702-552.34-03	109.89	KALAHARI CONFERENCE
		11/30/2009	8217	100-0801-521.30-15	48.61	MAGILLS GLOCKSTORE SUPPLIES
		11/30/2009	8568	824-0801-521.30-15	80.96	PET SUPPLIES PLUS
		11/30/2009	9407	100-0702-552.34-02	325.00	WIS PARK & REC CONFERENCE
		11/30/2009	9500	100-0702-552.34-03	9.13	BUEROSSE'S DELI CONFERENCE

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CARDMEMBER SERVICE...	23618...	11/30/2009	9902	100-0702-552.30-18	40.95	ORIENTAL TRADING PUMPKIN HUNT SUPPLIES
			Total for check: 23618		<u>2,524.31</u>	
					<u>2,524.31</u>	

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ACCURATE ALIGNMENT INC	23619	12/3/2009	9018274	731-1022-541.29-04	68.43	68.43 ALIGNMENT OF FRONT END	
	Total for check: 23619					<u>68.43</u>	
	23620	12/3/2009	9017936	731-1022-541.30-18	52.70	52.70 BLADES FOR REAMER	
Total for check: 23620					<u>52.70</u>		
AERLOC INCORPORATED	23621	12/3/2009	792	100-0704-552.24-03	2,350.00	2,350.00 ASBESTOS REMOVAL JEFFERSON PARK POOL	
	23621	12/3/2009	793	100-0703-553.24-03	750.00	750.00 ASBESTOS REMOVAL JEFFERSON PAVILION	
	Total for check: 23621					<u>3,100.00</u>	
AIRGAS NORTH CENTRAL	23622	12/3/2009	105053069	731-1022-541.30-18	79.63	79.63 ACETYLENE CYL	
	Total for check: 23622					<u>79.63</u>	
ASSESSMENT TECHNOLOGIES LLC	23623	12/3/2009	2430	100-0402-513.21-04	120.00	120.00 CUSTOM PROGRAMMING	
	Total for check: 23623					<u>120.00</u>	
BADGER HIGHWAYS CO INC	23624	12/3/2009	148065	485-1003-541.82-02	7,594.03	7,594.03 HOTMIX ASPHALT COURSE PROVINCE TERRACE	
	Total for check: 23624					<u>7,594.03</u>	
BATTERY HUB	23625	12/3/2009	7693	731-1022-541.30-18	37.20	37.20 9V BULK	
	Total for check: 23625					<u>37.20</u>	
HOWARD S BELLMAN	23626	12/3/2009	102109	100-0201-512.21-01	536.60	536.60 ARBITRATION SERVICES	
	Total for check: 23626					<u>536.60</u>	
BERGSTROM	23627	12/3/2009	242255	731-1022-541.38-03	92.32	92.32 PIPE ASM	
	Total for check: 23627					<u>92.32</u>	

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BERT MILLIGAN	23628	12/3/2009	MILLIGAN	827-0920-531.20-05	25.00	
			Total for check: 23628		<u>25.00</u>	
BRAZEE ACE HARDWARE	23629	12/3/2009	007118	100-1001-514.30-13	2.58	2.58 PAINT & SUNDRIES
			Total for check: 23629		<u>2.58</u>	
CECILIA KWASNY	23630	12/3/2009	KWASNY	100-0000-201.10-00	100.00	100.00 EXCAVATION PERMIT RETURN
			Total for check: 23630		<u>100.00</u>	
COMMUNITY HOUSING COORDINATOR	23631	12/3/2009	127	100-0304-562.21-06	1,800.00	1,800.00 HOUSING PLAN NOV 2009
			Total for check: 23631		<u>1,800.00</u>	
CROSS & OBERLIE	23632	12/3/2009	10616	100-1013-541.29-01	2,110.51	2,110.51 PARKING PERMIT DECALS
			Total for check: 23632		<u>2,110.51</u>	
DIANCE SCHABACH	23633	12/3/2009	SCHABACH	207-0707-552.30-18	62.89	62.89 LIGHTS
			Total for check: 23633		<u>62.89</u>	
DIANE SCHABACH	23634	12/3/2009	SCHABACH	207-0707-552.30-11	3.96	3.96 STAMPS
				207-0707-552.30-18	42.00	42.00 REPELLANT
			Total for check: 23634		<u>45.96</u>	
DIANE SCHABACH	23635	12/3/2009	SCHABACH	207-0707-552.30-13	8.40	8.40 TOILET PAPER
				207-0707-552.24-02	2.50	2.50 NOZZLE
				207-0707-552.29-01	17.85	17.85 PAPER
				207-0707-552.24-03	15.21	15.21 FILTERS
				100-0702-552.30-18	9.49	9.49 AIR HORN

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DIANE SCHABACH...	23635...	12/3/2009...	SCHABACH...	100-0703-553.30-18	39.29	RESIN
			Total for check: 23635		<u>92.74</u>	
DICKSON	23636	12/3/2009	768895	100-0910-531.30-15	282.00	TEMPERATURE RECORDER
			Total for check: 23636		<u>282.00</u>	
DIGICORPORATION	23637	12/3/2009	95358	100-0304-562.21-10	500.00	POSTCARD MAILER
			Total for check: 23637		<u>500.00</u>	STREET OPENING
EAGLE SUPPLY & PLASTICS INC	23638	12/3/2009	2100399-IN	100-0704-552.82-02	76.84	PVC SHTS
			Total for check: 23638		<u>76.84</u>	
ENTERPRISE SYSTEMS GROUP	23639	12/3/2009	S033509-IN	100-0403-513.30-15	791.40	REPLACEMENT HARD DRIVE
			Total for check: 23639		<u>791.40</u>	
GERMANIA HALL	23640	12/3/2009	2199	827-0920-531.30-18	697.03	THANKSGIVING BANQUET
			Total for check: 23640		<u>697.03</u>	
GILBERT MILL DEVELOPMENT CO LLC &	23641	12/3/2009		489-0305-562.73-01	23,040.00	TID 11 DEV AGREEMENT
			Total for check: 23641		<u>23,040.00</u>	
GRAINGER INC	23642	12/3/2009	9116833154	100-0704-552.82-02	52.16	WEDGE ANCHOR
			Total for check: 23642		<u>52.16</u>	DRILLING SCREW
GUNDERSON UNIFORM & LINEN RENTAL	23643	12/3/2009	1333132	100-0801-521.30-13	32.44	TOWEL/MAT SERVICE
			Total for check: 23643		<u>32.44</u>	

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HELMER INC	23644	12/3/2009	109188	100-0910-531.30-15	3,514.00	VACCINE STORAGE REFRIG				
				Total for check: 23644	3,514.00					
HORN PRECAST	23645	12/3/2009	3206	601-1020-543.30-18	24.00	STOCK				
				625-1010-541.30-18	224.00	STOCK				
				Total for check: 23645	248.00					
INTERSTATE BATTERY OF GREEN BAY	23646	12/3/2009	GD3137	100-0804-521.30-15	149.75					
				GD3138	299.50					
				Total for check: 23646	449.25					
JEFF JOIRGENSON	23647	12/3/2009	112509	100-0801-521.32-01	290.00	ROTARY DUES 2ND/3RD QTR				
				Total for check: 23647	290.00					
JX ENTERPRISES INC	23648	12/3/2009	D293140113	731-1022-541.38-03	176.70	PIGGY PLUS KIT				
				Total for check: 23648	176.70					
KECO PUMP AND EQUIPMENT	23649	12/3/2009	31727	207-0707-552.24-04	5,590.00	STATIONARY PUMP/ASSY				
				Total for check: 23649	5,590.00					
KITZ & PFEIL INC	23652	12/3/2009	102114-0012	100-0703-553.24-03	2.51	WET/DRY ROOF CEMENT				
				102214-0085	12.90	HARDWARE MISC				
				102314-0016	17.45	GLUE/SHELF BRACKET				
				102609-0013	23.36	DISINFECTANT				
				102609-0016	17.98	COOLANT				
				102614-0058	6.28	HARDWARE				
				102614-0097	1.76	HARDWARE MISC				
				102614-0140	1.50	HARDWARE MISC				
				102714-0128	13.48	CAULK				
				102814-0091	9.71	HARDWARE				
				103014-0003	4.54	HARDWARE MISC				
										WOMENS LOCKEROOM

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KITZ & PFEIL INC...	23652...	12/3/2009	103014-0014	100-0703-553.30-18	9.23	HARDWARE MISC
		12/3/2009	103014-0034	100-0801-521.24-03	3.59	CAULK/WOMENS LOCKERROOM
		12/3/2009	110314-0103	100-0910-531.30-18	11.73	LINE CORD/BATTERY
		12/3/2009	110414-0004	100-0703-553.24-03	11.94	WTR PIPE/CABLE TIES
		12/3/2009	110414-0007	266-1027-543.30-18	5.84	ZINC QUICK LINK
		12/3/2009	110414-0073	100-0910-531.30-18	4.99	ALK BATTERY
		12/3/2009	110514-0007	100-1009-541.30-18	18.87	NYL TWINE
		12/3/2009	110514-0097	100-0704-552.30-18	13.48	CAULK
		12/3/2009	111014-0080	100-0903-531.24-03	2.10	HARDWARE/HEALTH TOILET
		12/3/2009	111114-0001	100-0704-552.24-02	6.55	OVEN CLEANER
		12/3/2009	111214-0010	731-1022-541.38-03	4.11	SPRING
		12/3/2009	111314-0085	100-0704-552.82-02	20.22	AEROSOL
		12/3/2009	111314-0131	100-0703-553.30-18	12.59	CABLE TIES
		12/3/2009	111614-0010	100-1008-541.30-18	19.04	AERO QUICK DRY/GREASE
		12/3/2009	111614-0012	100-0703-553.30-18	4.50	HARDWARE MISC
		12/3/2009	111614-0015	266-1027-543.30-18	2.96	ZINC QUICK LINK
		12/3/2009	111614-0031	100-0903-531.24-03	5.98	SEALANT
		12/3/2009	111614-0071	100-1001-514.30-15	16.52	PWR BIT/WRENCH
		12/3/2009	111614-0153	100-0703-553.30-15	12.95	TAPE MEASURE/MISC
		12/3/2009	111714-0088	100-0703-553.30-18	21.13	CABLE TIES
		12/3/2009	111814-0009	100-0903-531.30-13	3.86	FREEZE PROBE SEALANT
		12/3/2009	111814-0073	100-0703-553.30-18	43.67	HARDWARE MISC
		12/3/2009	111814-0096	100-0703-553.30-18	14.30	ANGLE
	12/3/2009	111814-0102	100-0703-553.30-18	5.10	HARDWARE MISC	
	12/3/2009	111814-0173	731-1022-541.30-18	4.22	DRILL BITS	
	12/3/2009	111914-0142	100-0703-553.30-18	6.82	GALV NAILS	
	12/3/2009	112014-0013	100-0703-553.30-15	32.38	CUTT BLADE	
	12/3/2009	112014-0072	731-1022-541.38-03	21.56	SPRAY PAINT	
			Total for check: 23652		451.70	
LAKE PARK VILLAS HOMEOWNERS ASSN	23653	12/3/2009	113009	100-0703-553.21-06	813.85	LAWN/LANDSCAPE
				100-0703-553.22-03	151.78	UTILITIES
				100-1012-541.22-03	33.27	LAWN/LANDSCAPE
				625-1010-541.21-06	1,142.48	LAWN/LANDSCAPE

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LAKE PARK VILLAS HOMEOWNERS ASSN...	23653...	12/3/2009...	113009...	625-1010-541.22-03	514.85	UTILITIES
			Total for check: 23653		2,656.23	
LAWSON PRODUCTS INC	23654	12/3/2009	8668100	731-1022-541.30-18	467.55	STOCK SUPPLIES
			Total for check: 23654		467.55	
LINCOLN EQUIPMENT INC	23655	12/3/2009	SI28105	100-0704-552.82-02	2,145.25	SUPERFLOW VGB GRATES
			Total for check: 23655		2,145.25	
LOWE'S BUSINESS ACCOUNT	23656	12/3/2009	01599	100-0704-552.82-02	142.19	MATERIALS
				100-0703-553.24-03	12.23	MATERIALS
				100-0704-552.82-02	196.41	MATERIALS
				100-0704-552.82-02	60.95	MATERIALS
			Total for check: 23656		411.78	
MATTHEWS TIRE & SERVICE CENTER	23657	12/3/2009	31711	731-1022-541.38-02	283.00	TIRES/MISC
			353718	731-1022-541.38-02	371.96	SQUAD TIRES
			Total for check: 23657		654.96	
MCMAHON	23658	12/3/2009	48394	100-0704-552.21-02	330.00	POOL DRAIN DESIGN
			Total for check: 23658		330.00	
MENARDS-APPLETON EAST	23659	12/3/2009	29141	100-0703-553.24-03	21.08	DOWNSPOUTS
			Total for check: 23659		21.08	
MENASHA EMPLOYEES CREDIT UNION	23660	12/3/2009	20091203	100-0000-202.05-00	18,795.50	PAYROLL SUMMARY
			Total for check: 23660		18,795.50	

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MENASHA EMPLOYEES CREDIT UNION	23661	12/3/2009	20091203	100-0000-202.10-00	101.53	PAYROLL SUMMARY
			Total for check: 23661		<u>101.53</u>	
MENASHA EMPLOYEES LOCAL 1035	23662	12/3/2009	20091203	100-0000-202.06-00	430.00	PAYROLL SUMMARY
			Total for check: 23662		<u>430.00</u>	
MENASHA EMPLOYEES LOCAL 1035B	23663	12/3/2009	20091203	100-0000-202.07-00	638.61	PAYROLL SUMMARY
			Total for check: 23663		<u>638.61</u>	
TOWN OF MENASHA FINANCE DEPARTMENT	23664	12/3/2009	4837	100-1003-541.20-10	2,899.10	CHIP & CRACK SEAL
		12/3/2009	4838	100-0405-513.21-08	47.50	VIDEOTAPING STORM WATER MEETING
			Total for check: 23664		<u>2,946.60</u>	
POSTMASTER	23665	12/3/2009	NEWSLETTER	100-0920-531.30-11	50.00	POSTAGE FOR NEWSLETTER JANUARY 2010
			Total for check: 23665		<u>50.00</u>	
MILWAUKEE LEAD/ASBESTOS INFO CENTER	23666	12/3/2009	26851	100-0904-531.34-02	190.00	ASBESTOS INSP REFRESHER T DREW
			Total for check: 23666		<u>190.00</u>	
MONOPRICE INC	23667	12/3/2009	2381655	100-0904-531.30-10	43.41	INKJET COLOR CARTRIDGE
			Total for check: 23667		<u>43.41</u>	
MORTON SAFETY	23668	12/3/2009	440958	731-1022-541.30-18	38.59	EAR PLUGS/STOCK
			Total for check: 23668		<u>38.59</u>	
N&M AUTO SUPPLY	23669	12/3/2009	289981	731-1022-541.38-03	1.02	STL DEEP CUT FRZ PLUGS
		12/3/2009	290078	731-1022-541.30-18	2.65	STL DEEP CUT FRZ PLUGS
		12/3/2009	290222	731-1022-541.38-03	208.71	BRAKE PADS/ROTOR
		12/3/2009	290222	731-1022-541.38-03	108.34	TIRE ROD END

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N&M AUTO SUPPLY...	23669...	12/3/2009	290518	731-1022-541.30-18	51.79	BRAKE/STEERING FLUID
		12/3/2009	291065	731-1022-541.38-03	1.89	CONNECTR
		12/3/2009	291363	731-1022-541.38-03	28.30	DOOR HANDLE
		12/3/2009	291523	731-1022-541.30-18	142.14	GRSE GUN
		12/3/2009	291573	731-1022-541.38-03	4.84	OIL FILTER
		12/3/2009	291590	731-1022-541.30-18	5.38	SHOP SUPPLIES
				Total for check: 23669	555.06	
NEENAH-MENASHA SEWERAGE COMMISSION	23670	12/3/2009	2009-202	601-1021-543.25-01	69,941.28	WASTEWATER TREATMENT DEC 2009
		12/3/2009	2009-208	601-1021-543.25-01	13,693.00	INTEREST BOND ISSUE DEC 2009
			Total for check: 23670		83,634.28	
NOR-LAKE INC	23671	12/3/2009	732152	100-0910-531.30-15	3,059.00	UNDERCOUNTER FREEZER
			Total for check: 23671		3,059.00	
OSHKOSH FIRE & POLICE EQUIPMENT INC	23672	12/3/2009	134421	731-1022-541.30-18	195.00	HIP BOOT/STEEL TOE
			Total for check: 23672		195.00	
PAINÉ ART CENTER AND GARDENS	23673	12/3/2009	PAINÉ	100-0000-201.11-00	187.00	NUTCRACKER TRIP
			Total for check: 23673		187.00	
PJC GROUP LLC	23674	12/3/2009		489-0305-562.73-01	15,938.00	TID 11 DEV AGREEMENT
			Total for check: 23674		15,938.00	
POSTAL ANNEX	23675	12/3/2009	154444	100-0801-521.30-11	7.05	POSTAGE
		12/3/2009	154515	100-0801-521.30-11	10.62	POSTAGE
		12/3/2009	154582	100-0801-521.30-11	7.05	POSTAGE
		12/3/2009	154702	100-0801-521.30-11	7.31	POSTAGE
		12/3/2009	154738	100-0801-521.30-11	6.94	POSTAGE
		12/3/2009	154938	100-0901-515.30-11	6.94	POSTAGE
		12/3/2009	155105	100-0801-521.30-11	7.31	POSTAGE

AP Check Register
Check Date: 12/3/2009

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
POSTAL ANNEX...	23675...	12/3/2009	155115	100-0801-521.30-11	6.94	POSTAGE
		12/3/2009	155190	100-0304-562.30-11	22.31	POSTAGE
			Total for check: 23675		82.47	
			Total for check: 23676		3,500.00	
RAISERITE CONCRETE LIFTING INC	23676	12/3/2009	11807	100-1009-541.21-06	3,500.00	RAISE & SUPPORT WALKS
DAVID E SHAW	23677	12/3/2009	101309	100-0201-512.21-01	400.00	ARBITRATION SERVICES
			Total for check: 23677		400.00	
			Total for check: 23678		486.75	
SPORTS GRAPHICS	23678	12/3/2009	4309-224	100-0702-552.30-18	99.00	T SHIRTS
		12/3/2009	720009-10	100-0702-552.30-18	387.75	T SHIRTS
			Total for check: 23678		486.75	
SUBWAY	23679	12/3/2009	113009	100-0910-531.30-18	56.25	FOOD/VOLUNTEERS HINI
			Total for check: 23679		56.25	
TOYS FOR TRUCKS	23680	12/3/2009	86714	100-0703-553.30-15	47.00	SERVICE
			Total for check: 23680		47.00	
TRI-COUNTY OVERHEAD DOOR INC	23681	12/3/2009	23632	731-1022-541.24-03	359.00	REPAIR OVERHEAD DOOR WEST CITY GARAGE
			Total for check: 23681		359.00	
			Total for check: 23682		100.68	
UNIFIRST CORPORATION	23682	12/3/2009	097 0056377	731-1022-541.20-01	100.68	MAT/MOP/CLOTHING SERVICE
UNITED WAY FOX CITIES	23683	12/3/2009	20091203	100-0000-202.09-00	76.00	PAYROLL SUMMARY
			Total for check: 23683		76.00	

AP Check Register
Check Date: 12/3/2009

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
UNITEL INC	23684	12/3/2009	32448	100-0403-513.21-04	400.50	REPAIR VOICE MAIL SYSTEM
				Total for check: 23684	400.50	
US PETROLUEM EQUIPMENT	23685	12/3/2009	175446	731-1022-541.24-04	138.75	SEMIANNUAL PM
				Total for check: 23685	138.75	
VALLEY POPCORN CO INC	23686	12/3/2009	95080	100-0704-552.24-02	12.58	GASKET
				Total for check: 23686	12.58	
WE ENERGIES	23687	12/3/2009	111909	100-1012-541.22-03	2,058.87	STREET LIGHTS
				100-0703-553.22-03	35.86	CONSERVANCY
				Total for check: 23687	2,094.73	
WISCONSIN SUPPORT COLLECTIONS	23688	12/3/2009	20091203	100-0000-202.03-00	1,152.15	PAYROLL SUMMARY
				Total for check: 23688	1,152.15	
					194,508.40	

WB-13 VACANT LAND OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** 11/24/2009 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~

2 ~~GENERAL PROVISIONS~~ The Buyer, Robert D. Gregorski and/or Assigns

3 offers to purchase the Property known as [Street Address] Lot 3, Whisper Falls Lane (See attached Addendum A)

4 in the City of Menasha, County of Calumet,

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE:** Fifteen Thousand

7 _____ Dollars (\$ 15,000.00)

8 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ 1,000.00

9 will be paid within 5 days of acceptance.

10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

13 and the following additional items: 4 Stall Garage/Storage Building located on the property

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** Silos currently located on this parcel

15 A "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

16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden

18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ■ **ZONING:** Seller represents that the Property is zoned PUD

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

21 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**

22 **whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or

24 before December 1, 2009. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices

26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): Greg M. Keil

31 Seller's delivery address: City Hall, 140 Main Street, Menasha, WI 54952

32 Buyer's recipient for delivery (optional): Robert D. Gregorski

33 Buyer's delivery address: N8418 North Shore Road, Menasha, WI 54952

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: (920) 739 8264 Seller: (920) 967-5272

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. **Caution: Consider an agreement**

39 **which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said

41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~

42 lease(s), if any, are N/A. Property is not currently leased.

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or Menasha City Hall

44 no later than December 31, 2009 unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,

46 property owner's association assessments, fuel and _____

47 _____ Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on

49 the net general real estate taxes for the preceding year) (_____)

50 _____) ~~STRIKE AND COMPLETE AS APPLICABLE~~

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

56 Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

57 by reference ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and _____

58 _____ ~~INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT~~

59 A "condition affecting the Property or transaction" is defined as follows:

60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited to
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for a use other than the
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed
97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,
103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for
113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior
116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**

131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 **PROPERTY ADDRESS:** Lot 3 Whisper Falls Lane (See Attached Addendum A) [page 3 of 5, WB-13]
134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
135 date of closing; (5) contingency deadlines STRIKE AS APPLICABLE and all other dates and deadlines in this Offer except: _____
136 _____

137 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
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.
139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____.
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 _____% of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest rate shall
160 be fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum
161 interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**
167 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies
174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this
176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** This is a cash offer.
180 _____
181 _____
182 _____
183 _____
184 _____
185 _____
186 _____
187 _____

188 **ADDENDA:** The attached _____ Addendum A _____ is/are made part of this Offer.

189 **TITLE EVIDENCE**
190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
193 restrictions and covenants, general taxes levied in the year of closing and _____
194 _____

195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

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

222 **DEFAULT**

223 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
224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
225 other legal remedies.

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

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

233 In addition, the Parties may seek any other remedies available in law or equity.

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

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

242 **EARNEST MONEY**

243 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § RL 18.09(1)(b) provides that an offer
251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
261 all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes.
262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: Lot 3 Whisper Falls Lane (See Attached Addendum A) [page 5 of 5, WB-13]

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: storage

272 This Offer is contingent upon Buyer obtaining the following:
273 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared
294 by a registered land surveyor, within 20 days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: shall not include silos currently located on property.

297 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**
300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyer's expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 11/24/2009 [date] by [licensee and Firm] Robert D. Gregorski Gregorski Developmen

316 (X) _____ 11/24/2009
317 Buyer's Signature ▲ Print Name Here: ► Robert D Gregorski Social Security No. or FEIN ▲ Date ▲

318 (X) _____
319 Buyer's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN ▲ Date ▲

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 _____ Broker (By)
322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (X) _____
326 Seller's Signature ▲ Print Name Here: ► City Of Menasha Social Security No. or FEIN ▲ Date ▲

327 (X) _____
328 Seller's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN ▲ Date ▲

329 This Offer was presented to Seller by _____ on _____, at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter]
331 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO VACANT LAND OFFER TO PURCHASE
BY ROBERT D. GREGORSKI AND/OR ASSIGNS, "BUYER",
AND CITY OF MENASHA, "SELLER"
DATED NOVEMBER 24, 2009

THIS ADDENDUM SUPPLEMENTS CERTAIN TERMS AND PROVISIONS SET FORTH IN THE WB-13 VACANT LAND OFFER TO PURCHASE DATED NOVEMBER 24, 2009 (THE "PREPRINTED PORTION OF THE OFFER") AND IS AN INTEGRAL PART THEREOF. TO THE EXTENT THE TERMS, COVENANTS, AGREEMENTS, AND CONDITIONS OF THIS ADDENDUM A CONFLICT WITH THOSE CONTAINED IN THE PREPRINTED PORTION OF THE OFFER, THE TERMS, COVENANTS, AGREEMENTS, AND CONDITIONS CONTAINED IN THIS ADDENDUM A SHALL CONTROL. THE PREPRINTED PORTION OF THE OFFER AND ADDENDUM A ARE COLLECTIVELY REFERRED TO HEREIN AS THE "OFFER."

AS SUCH, THE BUYER AND SELLER HEREBY AGREE AS FOLLOWS:

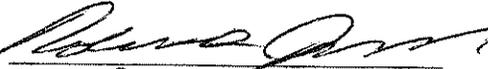
1. The Property which is the subject of the Offer is indentified as "Lot 3" on the drawing attached hereto as Exhibit A-1 (or any modification of the same that is acceptable t both Buyer and Seller). Seller at Seller's expense shall provide a Certified Survey Map ("CSM") acceptable to Buyer and Seller which shall not include the silos currently located on the property with in 20 days of acceptance of this Offer. In addition, Lot 2 shall grant an easement to Lot 3 in a form acceptable to Buyer granting access to the North of the silo area as shown on Exhibit A-1.
2. Lot 3 shall be used for any permitted purpose including interior and exterior storage. Outside storage being limited to the following: Motor vehicles, boats, jet skis, both covered and uncovered trailers, recreational vehicles; pop up campers unless such outdoor storage is screened from public view. Seller shall amend the existing PUD to remove Lot 3 and to allow for storage. Lot 3 shall not be a part of Lake Park Villas and/or the Homeowners Association.
3. The Seller and Buyer acknowledge and agree that the garage/storage facility currently located on Lot 3 of the proposed CSM was not constructed by the City and that the City makes no representations or warranties to Buyer relative to the construction or condition of such facility. Buyer accepts the garage/storage facility in its "as is" condition. The City shall negotiate, prior to closing, a release of any and all claims related to the garage/storage facility from JLKP Investments, LLC, and shall indemnify and hold Buyer harmless from any claims, whether known or unknown, from JLKP related to this sale. Seller further represents that all assessments, fees, and other costs associated with the

streets, utilities, easements and all other matters shown on the proposed CSM have been paid for and there are no future assessments or fees associated with this property.

4. Buyer agrees to maintain the property as it has been maintained in the past and similar to the other properties in the neighborhood.
5. Facsimile or electronic signatures are permitted and shall be accepted as valid in lieu of original signatures. The WB-13 Vacant Land Offer to Purchase and this Addendum A may be executed simultaneously in two or more counterparts, by each party, each of which shall be deemed an original and it shall not be necessary in making proof of said documents to produce or account for more than one such counterpart.

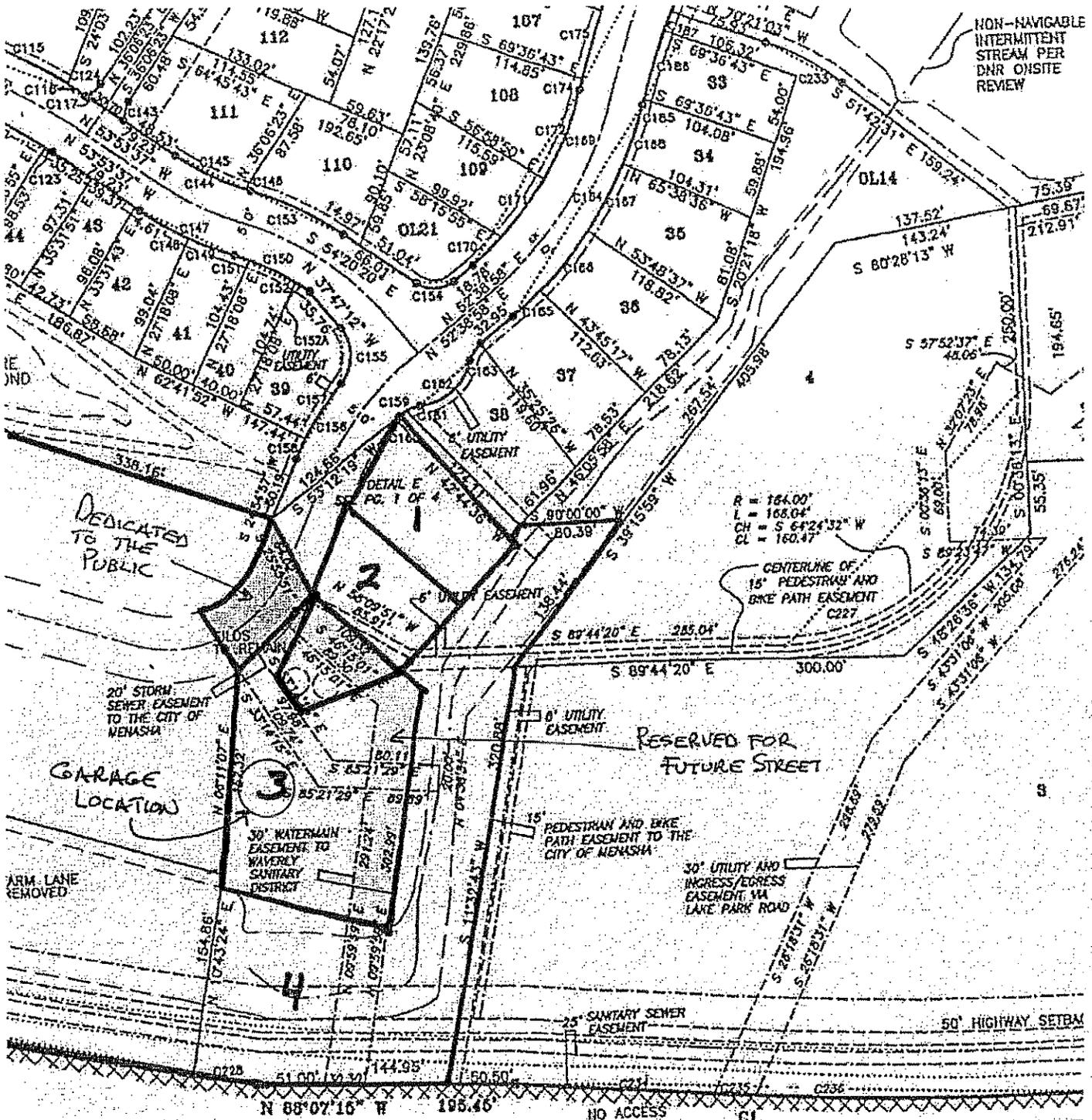
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS ADDENDUM A
ON THE DAY, MONTH AND YEAR REFERENCED ABOVE.

BUYER: ROBERT D. GREGORSKI AND/OR ASSIGNS

BY: 
NAME: Robert D. Gregorski
TITLE: _____

SELLER: CITY OF MENASHA

BY: _____
NAME: _____
TITLE: _____



NON-NAVIGABLE
INTERMITTENT
STREAM PER
DNR ON-SITE
REVIEW

DEDICATED
TO THE
PUBLIC

R = 164.00'
L = 168.04'
CH = S 64°24'32" W
CL = 160.47'

CENTERLINE OF
15' PEDESTRIAN AND
BIKE PATH EASEMENT
C227

20' STORM
SEWER EASEMENT
TO THE CITY OF
MEMASHA

GARAGE
LOCATION

30' WATERMAIN
EASEMENT TO
WAVERLY
SANITARY
DISTRICT

ARM LANE
REMOVED

RESERVED FOR
FUTURE STREET

15' PEDESTRIAN AND BIKE
PATH EASEMENT TO THE
CITY OF MEMASHA

30' UTILITY AND
INGRESS/EGRESS
EASEMENT VIA
LAKE PARK ROAD

25' SANITARY SEWER
EASEMENT

50' HIGHWAY SETBACK

NO ACCESS

U.S.H. "10" AND S.T.H.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **ATTORNEY DRAFTING THIS OFFER ON 12/2/09** [DATE] IS ~~AGENT OF SELLER~~ (AGENT OF BUYER) ~~(Dual Agent)~~ STRIKE TWO

2 **GENERAL PROVISIONS** The Buyer, Lake Park Villas--Phase 2--Homeowners' Association, Inc.

3 offers to purchase the Property known as [Street Address] See attached Addendum A

4 in the City of Menasha County of Catolung

5 Wisconsin, (insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE:** Fifteen Thousand (See attached Addendum A for additional provisions concerning purchase price.)

7 Dollars (\$ 15,000.00)

8 ■ **EARNEST MONEY** of \$ 0.00 accompanies this Offer and earnest money of \$ 0.00

9 will be paid within N/A days of acceptance.

10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of

12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,

13 and the following additional items: Garage/storage structure located on the Property.

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** None.

15 A "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

16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden

18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ■ **ZONING:** Seller represents that the Property is zoned PUD

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on

21 separate but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider

22 whether short term deadlines running from acceptance Provide adequate time for both binding acceptance and performance.

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or

24 before December 11, 2009 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices

26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with

28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),

29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): Greg M. Keil

31 Seller's delivery address: City Hall, 140 Main Street, Menasha, Wisconsin 54952

32 Buyer's recipient for delivery (optional): Attorney Steven P. Krause

33 Buyer's delivery address: 15 Park Place, Suite 500, Appleton, Wisconsin 54914

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: (920) 739-2927 Seller: (920) 967-5272

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines

38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider an agreement

39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said

41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE

42 lease(s), if any, are N/A. Property is not currently leased.

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or Menasha City Hall,

44 Menasha, Wisconsin no later than February 15 2010 unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,

46 property owner's association assessments, fuel and

47 . Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on

49 the net general real estate taxes for the preceding year) (

50) STRIKE AND COMPLETE AS APPLICABLE

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**

52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice

55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition

56 Report dated ~~XXXXXXXXXXXXXXXXXXXX~~ which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

57 by reference. ~~COMPLETE DATE OR STRIKE AS APPLICABLE AND~~ XXX

58 XXX

59 A "condition affecting the Property or transaction" is defined as follows:

60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property

61 or the present use of the Property;

62 (b) completed or pending reassessment of the Property for property tax purposes;

63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

65 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;

66 (f) conditions constituting a significant health or safety hazard for occupants of Property;

67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to

68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**

69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation

73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest Conservation Reserve or comparable program;

74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal

75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited

79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or

80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

81 (o) a lack of legal vehicular access to the Property from public roads;

82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)

83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or

84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges, that any land dimensions, total square footage/acreage figures,

86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other

87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**

88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**

89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property or a use other than the

90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning

91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should

92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special

93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need

94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies

95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in

96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed

97 in these contingencies.

98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections

99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection

100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original

101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation

102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,

103 which are hereby authorized.

104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory

106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or

107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose

108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of

109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests

110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall

112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for

113 changes approved by Buyer.

114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or

115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior

116 to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair

117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall

118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this

119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards

120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a

121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

122 **FENCES** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal

123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**

124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**

125 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated

126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered

127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt

128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving

129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.

130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36).**

131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies

132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 PROPERTY ADDRESS: See Addendum A [page 3 of 5, WB-13]

134 TIME IS OF THE ESSENCE "Time is of the Essence" as to ~~loan and closing payments~~, (2) binding acceptance, ~~(3) occupancy~~, ~~(4)~~

135 ~~date of closing~~, ~~contingency deadlines~~ STRIKE AS APPLICABLE and all other dates and deadlines in this Offer except: none

136 other . 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

137 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 DATES AND 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. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. 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.

146 THE FINANCING CONTINGENCY PROVISIONS AT LINES 148-162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.

148 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a

149 INSERT LOAN PROGRAM OR SOURCE first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,

150 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____

151 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 may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing

152 costs.) If the purchase price under this Offer is modified, the 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 158 OR 159.

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

154 ADJUSTABLE RATE FINANCING: The initial annual 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 _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

155 LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

156 SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

157 FINANCING UNAVAILABILITY: If financing 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. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on 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, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

158 ADDITIONAL PROVISIONS/CONTINGENCIES This is a cash offer.

159 _____

160 _____

161 _____

162 _____

163 _____

164 _____

165 _____

166 _____

167 _____

168 ADDENDA: The attached Addendum A is/are made part of this Offer.

169 TITLE EVIDENCE

170 CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (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, general taxes levied in the year of closing and _____

171 _____

172 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title

173 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

197 ■ **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 198 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

200 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

207 ■ **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 208 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 209 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 210 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended
 211 accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does
 212 not extinguish Seller's obligations to give merchantable title to Buyer.

213 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be
 214 paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement**
 215 **if area assessments, property owner's association assessments or other expenses are contemplated.** "Other expenses" are one-
 216 time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter,
 217 street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor charges), parks, street
 218 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.55(1)(c) & (f).

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

222 **DEFAULT**

223 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
 224 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or
 225 other legal remedies.

226 If Buyer defaults, Seller may:

- 227 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 228 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to return
 229 the earnest money and have the option to sue for actual damages.

230 If Seller defaults, Buyer may:

- 231 (1) sue for specific performance; or
- 232 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

233 In Addition, the Parties may seek any other remedies available in law or equity.

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

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

242 **EARNEST MONEY**

243 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's agent
 244 if Property is not listed or seller if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

245 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**
 246 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

247 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance
 248 from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest
 249 money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 250 to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code § 18.09(1)(b) provides that an offer
 251 to purchase is not a written disbursement agreement pursuant to which the broker may disburse). If said disbursement agreement has
 252 not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by
 253 an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the
 254 earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law.
 255 Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the
 256 earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

257 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this
 258 Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1)
 259 or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's
 260 proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over
 261 all earnest money disputes arising out of the sale of residential property with 1 - 4 dwelling units and certain other earnest money disputes.
 262 Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties
 263 agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or
 264 applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Adm. Code Ch. RL 18. **NOTE:**
 265 **WISCONSIN LICENSE LAW PROHIBITS A BROKER FROM GIVING ADVICE OR OPINIONS CONCERNING THE LEGAL RIGHTS**
 266 **OR OBLIGATIONS OF PARTIES TO A TRANSACTION OR THE LEGAL EFFECT OF A SPECIFIC CONTRACT OR CONVEYANCE.**
 267 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS REQUIRED.**

268 PROPERTY ADDRESS: See Addendum A [page 5 of 5, WB-13]
269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: Buyer's and Buyer's Members'
272 storage -- see Addendum A. This Offer is contingent upon Buyer obtaining the following:

273 Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's) (Seller's) STRIKE ONE expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's) (Seller's) STRIKE ONE expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's) (Seller's) STRIKE ONE expense for the following items related to the proposed
286 development

287 Written evidence at (Buyer's) (Seller's) STRIKE ONE expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____

290 ~~This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.~~

293 MAP OF THE PROPERTY: This Offer is contingent upon ~~Buyer obtaining~~ (Seller providing) STRIKE ONE a map of the Property prepared
294 by a registered land surveyor, ~~within _____ days of acceptance, at Buyer's (Seller's) STRIKE ONE expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: see attached Addendum A.~~

297 _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost
300 and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyer's expense, of the Property and

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 12 / 2 / 09 [date] by [Licensee and Firm] Attorney Steven P. Krause, KRAUSE & METZ

316 (X) _____ LAKE PARK VILLAS - PHASE 2 -
317 Buyer's Signature ▲ Print Name Here: HOMEOWNERS' ASSOCIATION, INC. Social Security No. or FEIN ▲ Date ▲

318 (X) _____ By: [Signature] 12 / 2 / 2009
319 Buyer's Signature ▲ Print Name Here: Gail L. Popp, President Social Security No. or FEIN ▲ Date ▲

320 EARNEST MONEY RECEIPT _____ acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)
321 _____ (By) _____

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

325 (X) _____
326 Seller's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN ▲ Date ▲

327 (X) _____
328 Seller's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN ▲ Date ▲

329 This Offer was presented to Seller by _____ on _____ at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
331 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A TO VACANT LAND OFFER TO PURCHASE
BY LAKE PARK VILLAS-PHASE 2-HOMEOWNERS' ASSOCIATION, INC., "BUYER",
AND CITY OF MENASHA, "SELLER",
DATED DECEMBER 2, 2009

ADDITIONAL PROVISIONS/CONTINGENCIES:

1. The Property which is the subject of the Offer is identified as "Lot 3" on the drawing attached hereto as Exhibit A-1. Seller shall cause to be prepared a proposed Certified Survey Map ("CSM") in a manner substantially similar to the drawing attached as Exhibit A-1. Provided that the transaction closes, Buyer shall reimburse Seller for one-fourth (1/4) of the cost of preparation of such CSM, however, such reimbursement shall under no circumstances exceed Four Hundred Fifty Dollars (\$450.00). By way of clarification, the proposed CSM shall show the following:

A. The extension of Whisper Falls Lane as a public street providing direct access to Lots 1, 2, and 3; and

B. Any portion of the "bike/pedestrian trail" located upon Lot 3 shall coincide with the northerly portion of the proposed "driveway easement area".

C. The driveway easement area located upon the northeasterly and easterly portions of Lot 3 shall be limited to City of Menasha employees' use for municipal purposes only and for members of Buyer to ultimately access Lot 4 in the future in the event that the City would ever open to Buyer's members or "to the public" any portion of Lot 4 for vehicular access to the Lake Park Villas' commercial lots to the east.

2. Seller and Buyer acknowledge that the Lots 1, 2, and 3 of the CSM would be added to and included in the so-called "Phase 2" development of Lake Park Villas and that the Seller shall amend its overall PUD plan for Lake Park Villas Subdivision, as necessary, to provide as follows:

A. Lots 1 and 2 shall be used for single family residential purposes only and such Lots shall be subject to all of the terms and conditions of the Restated Protective Covenants for Lake Park Villas (Calumet County Register of Deeds Document No. 405538), Amendment No. 1 thereto (Calumet County Register of Deeds Document No. 428533) and any and all subsequent amendments thereto relating to Lake Park Villas - Phase 2.

B. Lot 3 shall be used by Buyer for inside storage purposes by Buyer and by Buyer's members. Buyer shall not allow any non-member of Buyer to use Lot 3 for any purposes - storage or otherwise. However, nothing shall prohibit Buyer from allowing its contracted maintenance, landscaping or other agents performing services to Buyer and/or Buyer's members from utilizing Lot 3 for inside storage or temporary daily parking.

3. The Seller and Buyer acknowledge and agree that none of the garage/storage facility nor the silo structures currently located on Lot 3 of the proposed CSM were constructed by the City. Therefore, the City makes no representations nor warranties to Buyer relative to the construction or condition of such facility nor such silo structures. Buyer accepts the garage/storage facility in its "as is" condition and also accepts the silo structures in their "as is" condition. The City shall bear sole responsibility for the negotiation and ultimate procurement, prior to the closing, of a release of any and all claims related to the garage/storage facility from JLKP Investments, LLC, which may claim some interest in the garage/storage facility as a result of its purchase of various assets of Wisco Enterprises LLP in Calumet County, Wisconsin Case No. 06 CV 302/303. The Seller shall indemnify and hold Buyer harmless, from and against, all sums of money, actions, claims and demands (including reasonable attorneys' fees), whether known or unknown, which JLKP Investments, LLC may have, or may assert, relative to Lot 3 or the garage/ storage facility located thereon. Because of the matters set forth in this paragraph, Buyer has purposely presented its Offer on a Vacant Land Offer to Purchase form rather than a Commercial Offer to Purchase form.

4. Buyer shall not sell, transfer, assign, or convey in any manner (other than for mortgage lien purposes) the Property to anyone without prior written approval by Seller.

5. The closing of this transaction shall be contingent upon all of the following:

A. Review of the terms and conditions of the Offer by Seller's Plan Commission and the approval of the Offer by Seller's Common Council; and

B. Consent and approval by the members of Buyer in a manner consistent with its Bylaws (namely, approval in writing by at least two-thirds (2/3) of its members).

C. Mutually acceptable PUD amendment language for those matters set forth in paragraph 2 above.

6. In the event that the City is in receipt of another offer to purchase Lot 3 of the proposed CSM, and in the event that such offer is a non-contingent cash offer in an amount higher than this Offer, Buyer agrees to increase its purchase price to \$500.00 more than such other offer but, in no event, to a purchase price greater than \$18,000.00. Under such circumstances, the City will provide a written Notice to Buyer of such other offer and will provide Buyer with a copy of such offer to confirm such higher purchase price and such non-contingent status of such offer.

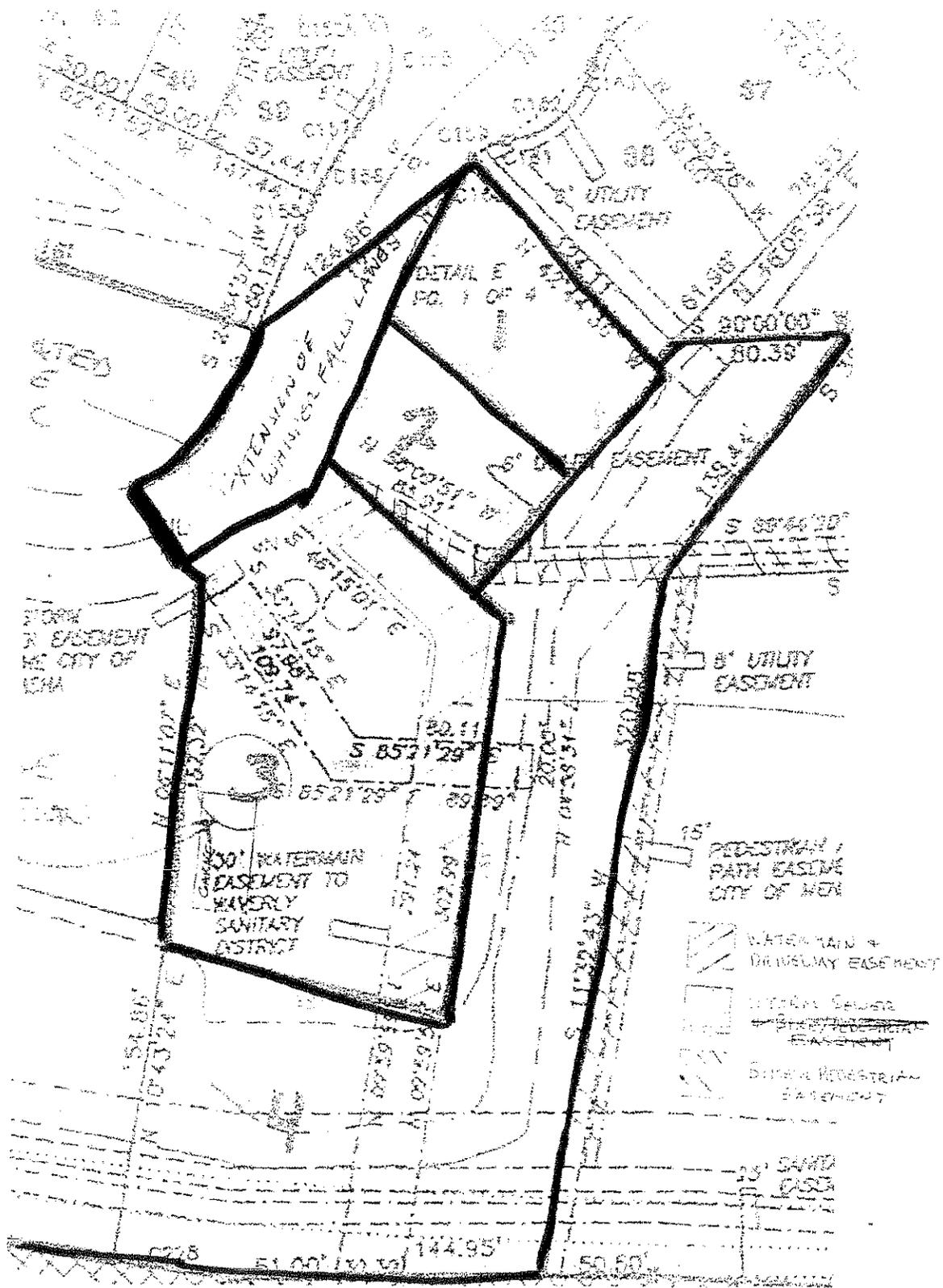


EXHIBIT A-1

O - 21 - 09

AN ORDINANCE RELATING TO REFUSE COLLECTION
AND RECYCLING MATERIALS AND COLLECTION

Introduced by Mayor Merkes

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

SECTION 1: Sections 8-3-1, 8-3-4, 8-3-5, 8-3-6, 8-3-7, and 8-3-9 are amended to read as provided in attached document:

SECTION 2: Section 8-3-10 is renumbered to Sections 8-4-1 through 8-4-12 and amended to read as provided in attached document:

This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this 7th day of December, 2009.

Donald J. Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

CHAPTER 3

Refuse Disposal and Collection

SEC. 8-3-1 TITLE; REFUSE COLLECTION SERVICE.

- (a) **TITLE.** This Chapter shall be known as the Solid Waste Management Ordinance of the City of Menasha, hereinafter referred to as Ordinance or Chapter.
- (b) **UNDER CONTROL OF DIRECTOR OF PUBLIC WORKS.** Except as exempted by this Chapter, the collection, removal and disposal of all garbage and rubbish shall be under the direction and control of the Director of Public Works and in strict conformity with the provisions of this Section and with such additional rules and regulations as may be made from time to time and may be deemed necessary or desirable to carry out the provisions of this Chapter and which are not inconsistent herewith.
- (c) **PERIODS OF COLLECTION.**
- (1) Residential. All garbage and rubbish ~~will~~ shall be collected once each week in accordance with a schedule fixed by the Director of Public Works.
 - (2) Commercial and Industrial Waste. Garbage from commercial establishments ~~will~~ shall be collected once each week up to 2 cubic yards per collection. Additional collections will be charged a fee to be determined by the Director of Public Works. Such fee shall be approved by the ~~Common Council~~ Board of Public Works by motion. No manufacturing or construction waste ~~will~~ shall be collected as part of the City general garbage collection.
 - (3) Multi-Family Residential Collection. Garbage and rubbish ~~will~~ shall be collected once each week up to 1/12th cubic yard per dwelling unit per collection. Additional collections ~~will~~ shall be charged a fee to be determined by the Director of Public Works. Such fee shall be approved by the ~~Common Council~~ Board of Public Works by ~~resolution~~ motion.
 - (4) Industrial Waste. No manufacturing or construction waste ~~will~~ shall be ~~picked-up~~ collected as part of the City general garbage collection. Waste from offices and lunch rooms ~~will~~ may be ~~taken~~ collected. No more than five (5) thirty-six (36) gallon containers ~~will~~ shall be taken from any one location in any one pickup.
 - (5) Department of Public Works personnel are directed to immediately report all violations to their Street/Sanitation Superintendent or his/her designee, who ~~will~~ shall in turn contact the City Attorney for ordinance enforcement.

SEC. 8-3-2 DECLARATION OF POLICY.

It is hereby declared to be the purpose and intent of this Chapter to enhance and improve the environment and promote the health, safety and welfare of the City by establishing minimum standards for the storage, collection, transport, processing, separation, recovery and disposal of solid waste.

SEC. 8-3-3 DEFINITIONS.

For the purpose of this Chapter, the following words and phrases shall have the meanings given herein unless different meanings are clearly indicated by the context.

- (a) **AGRICULTURAL ESTABLISHMENT** -- An establishment engaged in the rearing and slaughtering of animals and the processing of animal products or orchard and field crops.
- (b) **BULKY WASTE** -- Items whose large size precludes or complicates their handling by normal collection, processing or disposal methods.
- (c) **COLLECTION** -- The act of removing solid waste from the storage area at the source of generation.
- (d) **COMBUSTIBLE MATERIALS** -- Items which include but shall not be limited to the following: domestic garbage, newspapers, books, magazines, cards, wrappings, crates, leaves, lawn clippings, brush and tree limbs, wood chips, asphalt shingles, old roofing, boards and old furniture without metal frames, cartons, bottles and tin cans (except aerosol cans).
- (e) **COMMERCIAL UNIT** -- Commercial units shall be all property other than residential units and shall include boarding houses, motels and resorts.
- (f) **CONDOMINIUMS** -- A form of individual ownership within a building which may entail joint ownership and responsibility for maintenance and repairs of the land and other common property of the building.
- (g) **CURB** -- The back edge or curb and gutter along a paved street or where one would be if the street was paved and had a curb and gutter.
- (h) **DEMOLITION WASTES** -- That portion of solid wastes consisting of wastes from the repair, remodeling or reconstruction of buildings, such as lumber, roofing and sheathing scraps, rubble, broken concrete, asphalt and plaster, conduit, pipe, wire, insulation and any other materials resulting from the demolition of buildings and improvements.
- (i) **DISPOSAL** -- The orderly process of discarding useless or unwanted material.
- (j) **DNR** -- The Wisconsin Department of Natural Resources.
- (k) **DWELLING UNIT** -- A place of habitation occupied by a normal single family unit or a combination of persons who may be considered as equivalent to a single family unit for the purpose of this Chapter.
- (l) **GARBAGE** -- Includes every refuse accumulation of animals, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in, or storing of meat, fish, fowl, fruit or vegetables originally used for foodstuffs.
- (m) **HAZARDOUS WASTE** -- Those wastes such as toxic, radioactive or pathogenic substances which require special handling to avoid illness or injury to persons or damage to property and the environment.
- (n) **INDUSTRIAL WASTE** -- Waste material, except garbage, rubbish and refuse, directly or indirectly resulting from an industrial processing or manufacturing operation.
- (o) **LITTER** -- Solid waste scattered about in a careless manner, usually rubbish.
- (p) **NON-RESIDENTIAL SOLID WASTE** -- Solid waste from agricultural, commercial, industrial or institutional activities or a building or group of buildings consisting of four (4) or more dwelling units.
- (q) **PERSON** -- Individuals, firms, corporations and associations, and includes the plural as well as the singular.

- (r) **MULTI-FAMILY RESIDENTIAL DEVELOPMENT** -- A building or group of buildings consisting of 5 or more dwelling units.
- (s) **PRIVATE COLLECTION SERVICES** -- Collection services provided by a person licensed to do same by the DNR.
- (t) **RECYCLABLE WASTE** -- Waste material that can be remanufactured into usable products and shall include, by way of enumeration but not by way of limitation, glass, plastics, newspapers, cardboard, metals (aluminum, steel, tin, brass, etc.).
- (u) **REFUSE** -- Includes all waste material, including garbage, rubbish and industrial waste.
- (v) **REGULATED WASTE** -- Regulated waste means liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing any materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.
- (w) **RESIDENTIAL SOLID WASTE** -- All solid waste that normally originates in a residential environment from residential dwelling units.
- (x) **RESIDENTIAL UNIT** -- Residential unit shall mean an individual household capable of independent habitation by a family unit. A single family dwelling shall be considered to be one (1) residential unit; multi-family dwelling shall be considered to be multiple residential units, the number of residential units to equal the number of family units to be housed therein. Residential units shall not include boarding houses, motels or resorts.
- (y) **RUBBISH** -- Includes combustible and noncombustible waste material, except rocks, concrete, bricks and similar solid materials, plaster or dirt, that is incidental to the operation of a building.
- (z) **SCAVENGING** -- The uncontrolled removal of materials at any point in solid waste management.
- (aa) **SOLID WASTE** -- Garbage, rubbish and other useless, unwanted or discarded material from agricultural, residential, commercial, industrial or institutional activities. Solid waste does not include solid or dissolved material in domestic sewage.
- (bb) **STORAGE** -- The interim containment of solid waste in an approved manner after generation and prior to collection and ultimate disposal.
- (cc) **STORAGE AREAS** -- Areas where persons place containers during non-collection days as well as areas where containers are set out on collection day.
- (dd) **YARD WASTES** -- Deciduous materials including, but not limited to, grass clippings, leaves, garden wastes, prunings, tree trimmings and brush.

SEC. 8-3-4 REFUSE STORAGE AREAS.

Storage areas shall be kept in a nuisance- and odor-free condition. Litter shall not be allowed to accumulate. Collection crews ~~will~~ shall not be responsible for cleaning up loose or refuse materials from any containers which have become ruptured or broken due to wet conditions, animals, vandalism or other cause. The occupant and/or owner shall be responsible for cleaning up ~~this litter~~ and maintaining the refuse storage area. Litter not collected shall not be allowed to accumulate. ~~Violation will result in the occupant and/or owner being notified to clean up his area with continued violation resulting in the owner being prosecuted under the provision of this and other City Ordinances. Any occupant or owner who is notified to clean up a refuse storage area~~

but fails to do so within 14 days shall be in violation of this Chapter. No occupant or owner may store ~~garbage~~ refuse containers in front of the nearest wall of the house or building to any street.

SEC. 8-3-5 APPROVED WASTE AND REFUSE CONTAINERS.

- (a) **GENERAL CONTAINER STANDARDS.** Suitable containers of a type approved by the City shall be provided by the property ~~owner or tenant~~ occupant or owner in which to store all ~~solid waste~~ refuse except for bulky or certain yard wastes as provided for herein. Containers, in order to be approved, shall provide for efficient, safe and sanitary handling of ~~solid wastes~~ refuse. They shall be maintained in a nuisance- and odor-free condition and shall be sufficient to prevent the scattering of contents by weather conditions or animals.
- (b) **APPROVED CONTAINERS.** Approved containers shall consist of the automated container issued by the City. Those containers shall be either ~~32~~, 64 or 96 gallons. Any overflow shall be placed in a plastic garbage bag not greater than 33 gallons and may not exceed 30 pounds per bag. The bags must be closed so as to prevent refuse from spilling. The plastic bag shall be of sufficient strength to allow lifting and loading of contents without tearing. All other containers not specified shall be illegal.
- (c) **COMMERCIAL USERS.** All commercial users must purchase an approved refuse container. Ninety-six gallon containers may be purchased from the ~~City Garage~~ Public Works Facility at a cost to be established by the Department of Public Works and approved by the Common Council. Such fee may be changed from time to time. All containers greater than 96 gallons must be approved by the Department of Public Works.
- (d) **VOLUME BASED COLLECTION FEES.** To comply with legislative intent it is declared to be the policy of the City of Menasha that refuse collection fees be established on a volume basis.
 - (1) Fees shall be established by the Director of Public Works and approved by the Common Council for refuse in excess of 64 gallons ~~for~~ per week for residential users, 1/12th cubic yard per week per dwelling unit for multi-family residential users, and 2 cubic yards per week for commercial users. Such fee may be changed from time to time. A copy of the fee schedule shall be available from the Finance Department, City Clerk, or ~~City Garage~~ Public Works Facility.
 - (2) Condominiums are allowed a container approved by the Director of Public Works sufficiently large enough to contain the equivalent of not more than 64 gallons per dwelling unit per week without an additional fee. In the event that a condominium exceeds the allowed volume, the billing will be made to the condominium association.
 - (3) All residential users, excluding multi-family residential users, may receive up to 6 ~~tags~~ stickers per year for excess bags or bulky items at no additional cost. Such tags shall be delivered either to the property owner or resident in a manner determined by the Director of Public Works. Additional ~~tags~~ stickers may be purchased at the ~~City Garage~~ Public Works Facility or ~~Finance~~ Public Works/Engineering Department. The cost for additional bags may differ from the cost for bulky items.
 - (4) All fees shall be collected in a manner determined by the Comptroller and approved by the Common Council. Section 3-1-13 shall apply to any unpaid fees.

SEC. 8-3-6 COLLECTION OF REFUSE.

(a) PLACEMENT FOR COLLECTION.

- (1) Residential solid waste shall be accessible to collection crews. Residential ~~solid waste~~ refuse in approved containers shall be placed immediately behind the curb of the public street for collection. Yard and bulky wastes from residential units shall likewise be placed in neat, orderly fashion behind the curb. Collection crews will not collect residential solid waste unless it is placed at the curb of a public street. ~~Residential units~~ The occupant or owner shall bring the solid waste to the public right-of-way for collection. Should collection crews be unable to discharge contents of ~~garbage~~ refuse containers into collection vehicles using normal handling procedures, the containers, including contents, will be left at curb side. The occupant or owner shall make provisions to assure that the ~~solid waste~~ refuse therein can be collected on the next collection day. Collection crews will not empty ~~garbage~~ refuse containers by means other than dumping. All containers shall be placed at least 3 feet from any obstruction. Multiple containers shall be placed side by side, at least three feet apart.
- (2) No ~~garbage~~ refuse containers ~~or other containers for refuse~~ other than those of the City shall be placed, kept, stored or located within the right-of-way of a street or alley; provided, however, that the Board of Public Works Committee may authorize the location of such containers within the public right-of-way at specified places and times when such location is necessary for the expeditious collection and disposition of refuse.

(b) RESTRICTION ON TIME OF PLACEMENT. All ~~containers for refuse~~ refuse containers shall be placed in collection locations as designated in Subsection (a) above only after 4:00 p.m. on the evenings prior to the regular collection time the following day. All bags and containers for refuse disposal shall be removed from the curbside collection point within twenty-four (24) hours after the regular collection time. City employees will not enter any structures to remove any ~~garbage~~ solid waste or refuse, except by written agreement with the property owner.

(c) YARD WASTES. All yard wastes shall be separated from other refuse and placed or disposed of in such locations and at such times as established by the Director of Public Works. There will be no curbside collection of yard wastes other than prunings, tree trimmings and brush, except when the Director of Public Works declares there will be a special collection for leaves; then the leaves shall be placed in bulk within the terrace section of the street right-of-way. It is a violation of this section to place yard wastes or leaves in the street or curb.

(d) BRUSH.

- (1) All prunings, tree trimmings, brush, shrubbery, and tree limbs shall be placed at the curb and may not exceed ten (10) inches in diameter. Any prunings, tree trimmings, brush, shrubbery, and tree limbs in excess of five (5) inches in diameter may not exceed six (6) feet in length.
- (2) Prunings, tree trimmings, brush, shrubbery, and tree limbs shall be collected once per month on a date to be established by the Public Works Director. No prunings,

tree trimmings, brush, shrubbery, or tree limbs may be placed on the curbside or public right-of-way more than forty-eight (48) hours before the pickup time.

- (3) Any collection of prunings, tree trimmings, brush, shrubbery, and tree limbs at any time other than the date designated will require the payment of a fee. Such fee will be established from time to time by the Board of Public Works to reflect the actual cost of pickup, including administrative costs, as close as possible. The method of collection of said fee shall be determined by the Comptroller.
- (4) The Department of Public Works may declare an emergency and waive these regulations as circumstances require.
- (5) The Department of Public Works ~~will~~ shall not collect any prunings, tree trimmings, brush, shrubbery, and tree limbs which ~~shall~~ have been placed on the curbside as the result of the work of a contractor or other commercial activity.
- (6) Brush resulting from clearance of a lot for construction shall not be collected by the City.

SEC. 8-3-7 PROHIBITED ACTIVITIES AND NON-COLLECTIBLE MATERIALS.

- (a) **DEAD ANIMALS.** It shall be unlawful to place any dead animal, or parts thereof in a refuse container for collection provided, however, this Section shall not apply to animal parts from food preparation for human consumption.
- (b) **ASHES.** Ashes placed for collection shall be extinguished and completely cold. Ashes shall be wrapped and secured in a bag and then placed in an appropriate container to preclude the leakage of ashes and/or the rupture of the bag during handling.
- (c) **IMPROPER PLACEMENT.** It shall be unlawful to place, or allow to be placed, any solid waste upon the roads, streets, public or private property within the City contrary to the provisions of this Chapter.
- (d) **COMPLIANCE WITH CHAPTER.** It shall be unlawful to store, collect, transport, transfer, recover, incinerate or dispose of any solid waste within the boundaries of the City contrary to the provisions of this Chapter.
- (e) **IMPROPER TRANSPORTATION.** It shall be unlawful to transport any solid waste in any vehicle which permits the contents to blow, sift, leak or fall there from. If spillage does occur, the collection crew shall immediately return spilled materials to the collection vehicle and shall properly clean, or have cleaned, the area. All vehicles used for the collection and transportation of solid waste shall be durable, easily cleanable and leak proof, if necessary, considering the type of waste and its moisture content. Collection vehicles shall be cleaned frequently to prevent nuisances and insect breeding and shall be maintained in good repair.
- (f) **INTERFERENCE WITH AUTHORIZED COLLECTOR.** No person other than an authorized collector shall collect or interfere with any ~~garbage~~ refuse after it shall have been put into a ~~garbage receptacle~~ refuse container and ~~deposited~~ placed in the proper ~~place~~ area for the collector, nor shall any ~~authorized~~ person molest, hinder, delay or in any manner interfere with an authorized ~~garbage~~ refuse collector in the discharge of his/her duties.
- (g) **PRIVATE DUMPS.** It shall be unlawful for any person to use or operate a dump.
- (h) **BURNING OF WASTE.** It shall be unlawful for any person to burn solid waste in any manner, except as provided elsewhere in this Code of Ordinances.

- (i) **NON-COLLECTIBLE MATERIALS.** It shall be unlawful for any person to place for collection any of the following wastes:
- (1) Hazardous waste;
 - (2) Toxic waste;
 - (3) Chemicals;
 - (4) Explosives or ammunition;
 - (5) Drain or waste oil or flammable liquids;
 - (6) Large quantities of paint;
 - (7) Tires.
- (j) **HOSPITAL WASTES.** It shall be unlawful for any person to place ~~of~~ for collection any pathogenic hospital, medical waste, or regulated waste. Such items as needles and syringes may be disposed of as long as they are packaged and contained to eliminate injury to collection crews.
- (k) **BUILDING WASTE.** All waste resulting from remodeling, construction or removal of a building, roadway or sidewalk shall be disposed of by the owner, builder or contractor, unless arrangements have been made with the Director of Public Works.
- (l) **ANIMALS INTERFERING WITH COLLECTION.** Dogs must not be tied within reach of ~~garbage cans~~ refuse containers.
- (m) **RESIDENCY.**
- (1) ~~Rubbish, yard waste and garbage~~ Refuse and yard waste disposal, either at curb side or designated areas shall be for City residents only. Any other person, partnership or corporation who ~~does so will~~ violates this section shall be subject to the penalties of this ordinance, as well as any other person who knowingly permits non-residents to do so.
 - (2) Any person, partnership or corporation dumping yard waste, solid waste, rubbish or ~~garbage~~ refuse at any place other than an authorized drop-off site, shall be subject to the penalty provisions of this ordinance.
 - (3) Any person, firm or corporation mixing household refuse with yard waste or other defined recyclables, or any person permitting same to be done, shall be subject to the penalties of this ordinance.
- (n) **TIRE DISPOSAL FEES.**
- (1) Residents disposing of tires at the authorized site (s) are subject to a fee which will be established by the Board of Public Works to reflect the actual cost of tire disposal.
 - (2) Method of collection of the fee established under section 8-3-7 (n)(2) shall be determined by the Board of Public Works. These fees may be changed from time to time as may be determined by the Board of Public Works, but not more than once each calendar year.
 - (3) Tires prohibited. No tires used by commercial or manufacturing establishments are permitted in the disposal areas.
- (o) **FREON CHARGED GOODS.**
- (1) ~~Any items placed for collection which contain freon which needs to be disposed will be collected and the owner/owners/occupant of the building from which the item was collected~~ Any occupant or owner who places items that contain freon for collection and disposal shall be charged a fee which ~~will~~ shall be established by the Board of Public Works to reflect the actual cost of freon disposal.

- (2) The fee established in Section 8-3-7(0)(1) shall not be levied if the ~~owner/owners/occupant who places the item for collection~~ shows occupant or owner provides evidence to the Street Public Works Superintendent that ~~freon removal~~ has already been ~~done~~ removed by a Department of Natural Resources certified vendor.
 - (3) The method of collection of the fee established under Section 8-3-7(0)(1) shall be determined by the Board of Public Works.
- (p) **MICROWAVES.**
- (1) ~~Any microwaves placed for collection will be collected and the owner/owners/occupant of the building from which the item was collected~~ Any occupant or owner who places a microwave for collection and disposal shall be charged a fee which ~~will~~ shall be established by the Board of Public Works to reflect the actual cost of microwave disposal.
 - (2) The method of collection of the fee established under Section 8-3-7(p)(1) shall be determined by the Board of Public Works.
- (q) **PENALTIES.**
- (1) The Department of Public Works shall place a tag on all refuse placed in violation of the provisions of this chapter.
 - (2) Failure to comply with any lawful directive of the Department of Public Works within 24 hours shall constitute a further violation. Each day of non-compliance shall constitute a new violation. Should the Department of Public Works be required to collect refuse which has been placed in violation of this chapter, the actual costs of collection, separation, and/or disposal shall be deemed to be a special charge and collected under Section 3-1-13. At least 48-hour actual notice, written or telephonically, shall be given to the occupant and/or property owner prior to City collection and billing.
 - (3) The provisions of Section 1-1-7 shall apply to any violations of this chapter.

SEC. 8-3-8 REFUSE FROM OUTSIDE THE MUNICIPALITY.

It is unlawful for any person, firm or corporation to place, deposit or cause to be deposited, for collection, any waste or refuse not generated within the corporate limits of the City of Menasha.

SEC. 8-3-9 COMPOST BOXES.

- (a) No occupant or owner may keep a ~~box for the storage of compost~~ compost box larger than 5 cubic yards.
- (b) No compost box may be placed in front of the nearest wall or the house or structure to any street.
- (c) All ~~occupants or owners of~~ compost boxes must be maintained ~~compost boxes~~ in such a fashion so as to not become unsightly nor to emit or cause any foul, offensive, nauseous, noxious, or other disagreeable odor, effluvia or stench.
- (d) Any violation of this section shall constitute a public nuisance whose abatement shall be subject to Sec. 11-7-5.

~~SEC. 8-3-10 RECYCLING.~~

SEC. 8-4-1 TITLE; RECYCLING MATERIALS AND COLLECTION SERVICE.

- (a) **TITLE.** This Chapter shall be known as the Recycling Materials and Collection Ordinance of the City of Menasha, hereinafter referred to as Ordinance or Chapter.
- (b) **PURPOSE.** The purpose of this ordinance is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in s. 159.11, Wis. Stats., and Chapter NR 544, Wis. Adm. Code.
- (c) **STATUTORY AUTHORITY.** This ordinance is adopted as authorized under s. 159.09(3)(b), Wis. Stats.
- (d) **ABROGATION AND GREATER RESTRICTIONS.** It is not intended by this ordinance to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this ordinance imposes greater restrictions, the provisions of this ordinance shall apply.
- (e) **INTERPRETATION.** In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this ordinance may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in Chapter NR 544, Wis. Adm. Code, and where the ordinance provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the Chapter NR 544 standards in effect on the date of the adopted of this ordinance, or in effect on the date of the most recent text amendment to this ordinance.
- (f) **SEVERABILITY.** Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.
- (g) **APPLICABILITY.** The requirements of this ordinance apply to all persons within the City of Menasha and to all waste, refuse or recyclable materials generated within the City of Menasha.
- (h) **ADMINISTRATION.** The provisions of this ordinance shall be administered by the Department of Public Works.
- (i) **EFFECTIVE DATE.** The provisions of this ordinance shall take effect on January 1, 1995.

SEC. 8-4-2 DEFINITIONS.

- (a) "Bimetal container" means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
- (b) "Container board" means corrugated paperboard used in the manufacture of shipping containers and related products.
- (c) "Foam polystyrene packaging" means packaging made primarily from foam polystyrene that satisfies one of the following criteria:
 - (1) Is designed for serving food or beverages.

- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
- (d) "HDPE" means high density polyethylene, labeled by the SPI code #2.
- (e) "LDPE" means low density polyethylene, labeled by the SPI code #4.
- (f) "Magazines" means magazines and other materials printed on similar paper.
- (g) "Major appliance" means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, oven, refrigerator, or stove, residential and commercial furnaces, boilers, dehumidifiers, water heaters and microwave ovens with intact capacitors.
- (h) "Multiple-family dwelling" means a property containing 5 or more residential units, including those which are occupied seasonally.
- (i) "Newspaper" means a newspaper and other materials printed on newsprint.
- (j) "Nonresidential facilities and properties" means commercial, retail, industrial, institutional and governmental facilities and properties. This term does not include multiple family dwellings.
- (k) "Office paper" means high grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.
- (l) "Other resins or multiple resins" means plastic resins labeled by the SPI code #7.
- (m) "Person" includes any individual, corporation, partnership, association, local governmental unit, as defined in s. 66.299(1)(a), Wis. Stats., state agency or authority or federal agency.
- (n) "PETE" means polyethylene terephthalate, labeled by the SPI code # 1.
- (o) "Plastic container" means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.
- (p) "Post-consumer waste" means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in s. 144.61(5), Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in s. 144.44(7)(a) 1., Wis. Stats.
- (q) "PP" means polypropylene, labeled by the SPI code #5.
- (r) "PS" means polystyrene, labeled by the SPI code #6.
- (s) "PVC" means polyvinyl chloride, labeled by the SPI code #3.
- (t) "Recyclable materials" includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines, newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; waste tires; and bimetal containers.
- (u) "Single-stream collection" means a system for commingled collection of recyclable fibers, containers or other recyclable materials in which the materials are separated from solid waste at the point of collection and are transported to a processing facility to be sorted into marketable commodities.
- (v) "Solid waste" has the meaning specified in s. 144.01 (15), Wis. Stats.

- (w) "Solid waste facility" has the meaning specified in s. 144.43(5), Wis. Stats.
- (x) "Solid waste treatment" means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. "Treatment" includes incineration.
- (y) "Waste tire" means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
- (z) "Hard waste" means leave, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

SEC. 8-4-3 SEPARATION OF RECYCLABLE MATERIALS.

All occupants or owners of single-family residences, 2-4 unit residences, multifamily residences and nonresidential facilities and properties shall separate the following recyclable materials from post-consumer waste:

- (a) LEAD ACID BATTERIES. Lead acid batteries shall be taken to the City of Menasha dropoff site on Baldwin Street.
- (b) MAJOR APPLIANCES. Major appliances shall be collected curbside in accordance with Ordinance 0-24-92.
- (c) WASTE OIL. Waste oil shall be taken to the City of Menasha dropoff site on Baldwin Street.
- (d) YARD WASTE. Yard waste shall be collected curbside in accordance with Ordinance 0-22-90, or at times specified by the Director of Public Works, or taken to the City of Menasha dropoff site on Baldwin Street.
- (e) WASTE TIRES. Waste tires shall be taken to the City of Menasha dropoff site on Baldwin Street in accordance with Ordinance 0-1-90.
- (f) RECYCLABLE MATERIALS. Recyclable materials enumerated in Section 8-4-4.

The separation requirements of this section do not apply to any recyclable material specified in Sec. 8-4-4 for which a variance has been granted by the Department of Natural Resources under s. 159.11(2m), Wis. Stats., or s. NR 544.14, Wis. Adm. Code.

SEC. 8-4-4 SINGLE-STREAM RECYCLABLE WASTE COLLECTION.

The City of Menasha hereby adopts a single-stream recyclable waste curbside collection system, minimally once per month with a schedule fixed by the Director of Public Works, for the following recyclable materials:

- (a) Aluminum containers.
- (b) Corrugated paper or other container board.
- (c) Foam polystyrene packaging.
- (d) Glass containers.
- (e) Magazines or other material printed on similar paper.
- (f) Newspaper or other material printed on newsprint.
- (g) Office paper.

- (h) Plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins.
- (i) Steel containers.
- (j) Containers for carbonated or malt beverages that are primarily made of a combination of steel and aluminum.

SEC. 8-4-5 PREPARATION AND CARE OF SINGLE-STREAM RECYCLABLE WASTE.

To the greatest extent practicable, the recyclable materials shall be clean and kept free of contaminants such as food or product residues, oil or grease, or other nonrecyclable materials, including, but not limited to, household hazardous waste, medical waste or agricultural chemicals. Occupants or owners of single-family residences, including condominiums, and 2 to 4 unit residences shall prepare recyclable materials as follows:

- (a) Aluminum, bimetal and steel containers shall be clean, rinsed and free of product residue.
- (b) Rigid plastic containers shall be rinsed and free of product residue. Caps shall be removed and discarded.
- (c) Foam polystyrene packaging shall be clean, rinsed and free of product residue.
- (d) Glass containers shall be clean, rinsed and free of product residue.
- (e) Corrugated paper or other container board shall be free of debris.

SEC. 8-4-6 APPROVED RECYCLING CONTAINERS.

- (a) **RECYCLING CONTAINER STANDARD.** An approved recycling container shall be provided by the City in which to store all single-stream recycling materials. Approved containers shall be provided by the City to all single family, including condominiums, and up to four family unit residences.
- (b) **RECYCLING CONTAINER FEE.**
 - (1) An annual recycling container fee shall be established by the Director of Public Works and approved by the Common Council.
 - (2) All fees shall be collected in a manner determined by the Comptroller and approved by the Common Council Section 3-1-13 shall apply to any unpaid fees.

SEC. 8-4-7 RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF MULTIPLE FAMILY DWELLINGS.

- (a) Owners or designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in ~~s. 0)(5) through (15)~~ Section 8-4-4:
 - (1) Provide ~~adequate, separate~~ containers for the recyclable materials.
 - (2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
 - (3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
 - (4) Notify tenants of reasons to reduce and recycle solid waste, which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

- (b) The requirements specified in (1) do not apply to the owners or designated agents of multiple-family dwellings if the post-consumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in ~~s. 0)(5) through (15)~~ Section 8-4-4 from solid waste in as pure a form as is technically feasible.

**SEC. 8-4-8 RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF
NONRESIDENTIAL FACILITIES AND PROPERTIES.**

- (a) Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in ~~s. 0)(5) through (15)~~ Section 8-4-4:
- (1) Provide adequate, ~~separate~~ containers for the recyclable materials.
 - (2) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.
 - (3) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
 - (4) Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
- (b) The requirements specified in (a) do not apply to the owners or designated agents of nonresidential facilities and properties of the post-consumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in ~~s. 0)(5) through (15)~~ Section 8-4-4 from solid waste in as pure a form as is technically feasible.

SEC. 8-4-9 UNLAWFUL REMOVAL OF RECYCLABLES.

It shall be unlawful for any person, corporation or other form of business entity unless under contract with or licensed by the City of Menasha, to collect or remove any recyclable material that has been deposited or placed at the curb or in a container adjacent to a home or nonresidential building for the purpose of collection of recycling. Recyclable materials, upon placement at the curb, shall become the property of the City of Menasha.

**SEC. 8-4-10 PROHIBITIONS ON DISPOSAL OF RECYCLABLE MATERIALS
SEPARATED FOR RECYCLING.**

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in s. (j)(5) through (15) which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

SEC. 8-4-11 AUTHORIZED DISPOSAL SITES FOR RECYCLABLES.

Hours of disposal at authorized sites shall be Saturdays from 8:00 a.m. to 1:00 p.m., except legal holidays; and the hours of 7:00 a.m. to 5:00 p.m. on weekdays, except legal holidays, or other hours as designated by the Board of Public Works based on the needs of the City. Disposal on unauthorized days or disposal at unauthorized hours shall be a violation of this Ordinance.

SEC. 8-4-12 ENFORCEMENT

- (a) For the purpose of ascertaining compliance with the provisions of this ordinance, any authorized officer, employee or representative of the City of Menasha may inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the City of Menasha who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.
- (b) Any person who violates a provision of this ordinance may be issued a citation by the Director of Public Works or his/her designee or the Menasha Police Department to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under the paragraph.
- (c) Penalties for violating this ordinance may be assessed as follows:
 - (1) Any person who violates Section 8-4-9 may be required to forfeit \$50 for a first violation, \$200 for a second violation, and not more than \$2,000 for a third or subsequent violation.
 - (2) Any person who violates a provision of this ordinance, except Section 8-4-9 may be required to forfeit not less than \$10 nor more than \$1,000 for each violation.

RESOLUTION NO. R-30-09

RESOLUTION OF THE CITY OF MENASHA COMMON
COUNCIL AUTHORIZING A PRELIMINARY ASSET SALE AGREEMENT
WITH WPPI ENERGY INC. FOR THE SALE OF CERTAIN CITY
OF MENASHA ELECTRIC UTILITY ASSETS

WHEREAS, The City of Menasha and staff of Menasha Utilities, together with a team of expert consultants and legal advisors have been actively working to develop a work-out strategy with respect to outstanding steam utility related financial obligations ("the Work-out Process") and with the goal of minimizing the impact of the cessation in operation of the City's steam facility ("Steam Facility") on the City, its taxpayers, its steam customers, and bondholders; and

WHEREAS, Events beyond the reasonable control of the City and the Menasha Utilities Commission made it impossible for the Steam Facility to generate sufficient revenues to recover its operation and maintenance costs, to meet debt coverage requirements, and to perform its obligations, including (1) unforeseeable increases in the cost of converting plant operations to accommodate a change in fuel source; (2) unforeseeable increases in the cost of fuel supply and transport; (3) unforeseeable decreases in customer demand for steam supply; (4) unprecedented decreases in spot market prices for electricity; and (5) pending actions by the Wisconsin Department of Natural Resources, the U.S. Environmental Protection Agency and the Sierra Club to require the installation of pollution control equipment, and in the case of the latter, to no longer burn coal at all, actions which posed additional financial and litigation risks; and

WHEREAS, The City has a number of outstanding steam utility related financial obligations, including approximately \$2.7 million in note anticipation notes and approximately \$14 million in general obligation bonds, as well as over \$24 million in principal and interest on revenue bond anticipation notes ("Revenue BANS"), which Revenue BANS were due to be paid in full on September 1, 2009 and are now in default; and

WHEREAS, A report prepared on behalf of the City by the financial firm of Stern Brothers & Co. concluded, based on an analysis of the financial viability of the Steam Facility, that the facility would not generate sufficient revenues to provide payment for any of the outstanding obligations issued by the City to finance the Steam Facility and recommended that the City cease operating the facility; and

WHEREAS, After exhaustive consideration of all other options, the City concluded that it was in the best interests of the City and its taxpayers to cease operation of the Steam Facility, which operations ceased on October 9, 2009; and

WHEREAS, The City has entered into a release and settlement agreement with two of its three former Steam Facility customers, settling all claims with regard to the Steam Facility, but has yet to reach a resolution of claims brought by the third former customer, whose claims exceed \$3 million; and

WHEREAS, On September 18, 2009, holders of the Revenue BANS filed a class action complaint in the United States District Court-Northern District of Indiana, Case No. 4:09CV0064, against the City, Menasha Utilities and the Steam Facility, alleging certain claims and causes of action with respect to the Revenue BANS; and

WHEREAS, As part of the Work-out Process, the City has carefully considered possible work-out strategies and has determined that the best opportunity to achieve a reasonable resolution of the bondholders' claims and the claims of other Steam Facility creditors and to help to protect the future financial health of the City is to enter into a proposed sale/leaseback transaction with WPPI Energy, Inc., under which the City would sell certain assets of the City's electric utility to WPPI Energy and then lease back such assets in order to provide a substantial source of funds for the Work-out Process; and

WHEREAS, The City has authority to sell any complete public utility plant it owns pursuant to Wis. Stat. §66.0817, subject to the approval of the Public Service Commission of Wisconsin and a local referendum seeking approval of the sale by a majority of those voting on the question; and

WHEREAS, The proposed terms of the preliminary asset sale agreement between the City and WPPI and associated lease agreement may be summarized as follows:

1. The City will sell substantially all the distribution assets of the City's electric utility and the utility administration building to WPPI Energy and will lease back the assets for 20 years at net book value.
2. The lease is structured as a capital lease so that the transaction will be viewed for tax purposes as a loan, allowing the City to retain the payments in lieu of tax the City receives from its electric utility. These payments will be used to pay debt service on the City's general obligation debt associated with the Steam Facility.
3. The City will also sell to WPPI Energy the City's ownership interests in the American Transmission Company.
4. The total purchase price is approximately \$18,156,818 (which price will be updated at the time of closing). This price includes a \$2.2 million premium that will not be recovered by WPPI Energy through the lease. WPPI Energy will earn a 6.5% return on the full amount of its costs of the transaction, less the premium amount.
5. The electric utility will be separated from the currently combined electric and water utilities, but will remain under the charge and management of the Menasha Utilities Commission in accordance with Wis. Stat. §66.0803.
6. At the end of the lease term, the City will buy back the electric utility for a nominal sum.

7. The transaction is conditioned on a number of regulatory approvals and on the City reaching a global settlement of all claims related to the Steam Facility. These regulatory approvals include: approval by the Public Service Commission of Wisconsin of the sale/leaseback transaction as well as updated electric utility rates and approval of the Wisconsin Department of Revenue of the capital lease treatment of the transaction so that the City is regarded as the owner of the electric utility for tax purposes; and

WHEREAS, The proposed disposition of the proceeds from the sale may be summarized as follows:

The proceeds of the sale will be used to: (1) defease, redeem or satisfy, to the extent necessary, the City's existing electric utility debt; (2) establish a lease reserve fund equal to one year's lease payment to WPPI Energy; (3) establish a capital acquisition fund of \$1 million; (4) establish an adequate working capital fund; and (5) reimburse WPPI Energy for its external legal and consulting expenses relating to the proposed transaction. Finally, the proceeds of the sale in excess of the requirements of the preliminary asset sale and lease agreements and Wis. Stat. §66.0811(2) will be used to satisfy claims of the holders of the Revenue BANs and other creditors of the Steam Facility; and

WHEREAS, The proposed provisions to be made to protect holders of obligations against the assets to be sold may be summarized as follows:

The City currently has outstanding four revenue bond issues issued to finance improvements to the combined water and electric utilities ("Combined Utility"), as follows:

1. \$7,015,000 Combined Utility Revenue Refunding Bonds, Series 2005, dated December 28, 2005 ("2005 Bonds");
2. \$12,061,890 Combined Utility Revenue Bonds, Series 2006, dated April 26, 2006 ("2006 Bonds");
3. \$779,363 Combined Utility Revenue Bonds, Series 2007, dated April 11, 2007 ("2007 Bonds"); and
4. \$678,908 Combined Utility Revenue Bonds, Series 2009, dated April 22, 2009 ("2009 Bonds").

The 2006 Bonds, 2007 Bonds and 2009 Bonds issued to finance water utility improvements will be restructured, with the consent of the holders thereof, so they are secured solely by net revenues of the water utility. The 2005 Bonds, sold to investors in the bond market, are expected to be defeased, either prior to or contemporaneously with the proposed sale of the electric utility assets to WPPI Energy, with funds on hand in the electric utility, proceeds of the proposed sale of the electric utility assets to WPPI Energy, and/or a portion will be refunded through the issuance of revenue bonds payable solely from the net revenues of the separated water utility; and

WHEREAS, The terms of the preliminary asset sale agreement and lease agreement require that each agreement be entered into by both the City and the Menasha Utilities Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MENASHA:

1. That the preliminary asset sale agreement ("Sale Agreement") and the associated lease back agreement ("Lease Agreement") among the City, the Menasha Utilities Commission, and WPPI Energy, as described above and as presented to the Common Council by the Mayor and the City Attorney, are hereby authorized pursuant to Wis. Stat. §66.0817.
2. That the Mayor and the City Clerk are hereby authorized and directed to execute the Sale Agreement and, upon closing of the sale transaction, to execute and deliver the Lease Agreement as required by the Sale Agreement and, in consultation with legal counsel, to take all other necessary actions in support of the transaction.
3. That the President of the Menasha Utilities Commission or his designee is hereby authorized and directed to execute the Sale Agreement, and upon closing of the sale transaction, to execute and deliver the Lease Agreement and, in consultation with legal counsel, to take all other necessary actions in support of the transaction.

Adopted this ____ day of December, 2009

Donald Merkes, Mayor

Attest:

Deborah A. Galeazzi, City Clerk

NOTICE OF CLAIM AGAINST THE CITY OF MENASHA

Wisconsin law requires a Notice of Claim to be filed within certain statutes of limitations. You must comply with the time limits in order for your claim to be considered.

NAME Cheryle Stoneman TELEPHONE NO. [REDACTED]
ADDRESS 211 Cleveland St. (street)
Menasha WI 54952 (city, state, zip code)

CIRCUMSTANCES OF CLAIM: On the reverse side, describe the circumstances of your claim (attach additional sheets if necessary). For auto/property damages attach a copy of police report, if any; and a diagram of the accident scene including north, south, east or west. For personal injury indicate the nature of the injury; if medical attention was given, the name of the physician/immediate care/hospital. List the names and addresses of any witnesses to the incident/accident. Please be specific with the information provided.

Incident/Accident Information:

Date 10/17/2009 Place: Fourth St.
Time 4:45 Menasha WI

(Circumstances of claim and witnesses on reverse)

Signed: Cheryle Stoneman Date: 10/21/09

CLAIM FORM

Wisconsin law requires claims to be filed within certain statutes of limitations. You must comply with these time limits or any claim submitted will be denied.

You are not required to make a claim at this time. You may file a claim against the City of Menasha at any time consistent with the applicable statute of limitations. However, in order for the City of Menasha to formally accept or disallow your claim at this time, you must complete and sign the form below. Please provide copies of any bills supporting the amount of the claim. Attach two (2) estimates for claims involving auto/truck/property damage.

The undersigned hereby makes a claim against the City of Menasha arising out of the circumstances described above. The claim is for relief in the form of money damages in the amount as indicated below, and non-monetary relief as follows:

Auto/truck: \$ 886.62 Pending Personal Injury: \$ N/A
Property: \$ N/A Other (specify): + \$ 20.00 a day for towing \$110.00 verbal to sit until fixed.

Signed: Cheryle Stoneman Date: 10/26/09

Address: 211 Cleveland St. (street)
Menasha WI 54952 (city, state, zip code)

revised 07/04

DENIED
11-17-2009

rec'd 10/26/09

Circumstances of claim (attach additional sheets if necessary):

I was driving east on Fourth Street in Menasha, WI on 10/17/2009. Approached stop sign on 4th & upper 4th. Stopped then proceeded thru intersection. Heard loud noise from underneath van. Was hard to control vehicle. Looked in rearview mirror to see manhole cover laying in street. Tried to apply brakes to stop van. Van would not stop, continued to pump brakes "No Luck". Smelled alot of gas fuel odor. Van continued to go forward. Electrical then went out on dashboard. Didn't know if would have to try to drive into curb to stop. Applied emergency brake "worked". Odor of gas fumes was strong so told son to get out & away from van, just in case vehicle had fire. Called police to report, who called for a Tow & fire Department to clean up gas spillage on street.

3rd St. Road construction was done on or near as
(Witnesses (names and addresses): Date as 10-1-09, Chrysler Stoneman
(Dylan Stoneman) 211 Cleveland St. Menasha WI 54952

Procedure for filing claims:

1. Wisconsin law requires notices of claims and claims to be filed within certain statutes of limitations. You must comply with these time limits or any claim submitted will be denied. In most instances, a Notice of Claim must be filed within 120 days from the date of the incident or will be barred by the Statute of Limitations.
2. In order for the City to make a determination regarding your claim, a Claim stating the specific damage(s) sought, circumstances surrounding the claim, and supporting documentation must be completed, dated, signed and submitted to the City Attorney's office. This is the bottom portion of the form entitled "Claim Form". **Until this portion is completed and submitted to the City, no action will be taken.**

Investigation and determination can take several weeks or months depending on complexity. Often, a claimant must mitigate his/her damages prior to final determination.
3. Mail or submit claims to: City Attorney, City of Menasha, 140 Main Street, Menasha, WI 54952.
4. The City Risk Manager and/or CVMIC (the City's liability insurance carrier) will then determine if your claim should be paid, compromised or disallowed. You will be notified by letter should the City determine to pay or compromise your claim. If your claim is determined to be disallowed, the matter will be referred to the Common Council for formal disallowance in the normal course of business. You will be notified by letter of the Council's action.
5. This procedure is established by State Statutes to provide a mechanism for persons to recover damages in the event a municipality is responsible for an incident. This procedure is also designed to protect the municipality and its taxpayers from having to pay out inappropriate and/or nuisance claims.