

It is expected that a quorum of the Personnel Committee, Board of Public Works and Plan Commission 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
Administration Committee
140 Main Street, 3rd Floor Council Chambers

May 21, 2007

5:00 PM

AGENDA

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I. CALL TO ORDER

- A. Call to Order

II. ROLL CALL/EXCUSED ABSENCES

- A. Roll Call

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

- A. Administration Committee, 5/7/07

[Attachments](#)

IV. DISCUSSION

- A. Consideration of Stipulation with Receiver Wisco Enterprises - Marketing of Lake Park Lots.
- B. Consideration of John Coughlin Listing Realtor - Lake Park Villas Lots.
- C. Consideration of Kevin Weinberger Proposal Concerning Athletica Fitness.
- D. Receivers motion to sell remaining Wisco Enterprises assets.
- E. Update on Steam Utility Project and Water Treatment Plant Project. (Discussion Only)
- F. Request of Chris Donner, The Vault Lounge, LLC to serve alcoholic beverages on back patio, 175 Main Street, from May 22-Nov. 15, 2007.
- G. O-9-07 - An Ordinance Relating to Mayoral Salary.
- H. O-10-07 - An Ordinance Relating to Park Regulations.
- I. R-12-07 - Resolution Authorizing the City of Menasha's Participation in the Local Government Property Insurance Fund
- J. Accounts payable and payroll 5-10-07/5-17-07 for the amount of \$383,174.06.

[Attachments](#)

[Attachments](#)

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[Attachments](#)

[Attachments](#)

V. ADJOURNMENT

A. Adjournment

Menasha is committed to its diverse population. Our Non-English speaking population or those with disabilities are invited to contact the Clerk's Office at 967-3600 at least 24-hours in advance of the meeting so special accommodations can be made.

CITY OF MENASHA
Administration Committee
140 Main Street, 3rd Floor Council Chambers
May 7, 2007

MINUTES DRAFT

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I. CALL TO ORDER

A. [Call to Order](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Chariman Wisneski at 5:15 p.m.			

II. ROLL CALL/EXCUSED ABSENCES

A. [Roll Call](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRESENT: Ald. Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes.			
	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil, C/T Stoffel, MUGM Young, Clerk Galeazzi, and the Press.			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [Administration Committee, 4/17/07](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Administration Committee minutes, 4/17/07	Alderman Michalkiewicz	Alderman Eckstein	Passed
	Motion carried on voice vote.			

B. [New Administration Committee, 4/17/07](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	New Administration Committee minutes, 4/17/07	Alderman Michalkiewicz	Alderman Eckstein	Passed
	Motion carried on voice vote.			

IV. DISCUSSION

A. [Update on Steam Utility Project and Water Treatment Plant Project \(Discussion Only\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	MUGM Doug Young reported on Steam Utility Project: Steam and electric utilities are running smoothly. They are addressing the issue of high moisture in the coal. They have contacted the coal supplier for a credit. He explained the latest financial detail report. They are moving ahead on the capital projects. The noise abatement problem is getting closer to being resolved. Staff is working with the vendor for an acoustic covering. Sargent & Lundy will be visiting the plant this week to do a walking tour and face-to-face interviews. A PRB expert has been hired to review the coal receiving area. PRB coal is a drier coal, so the economics should improve. A meeting with RBC Capital is schedule to discuss the September bond hearing.			
	CA/HRD Brandt reported that an arbitration date with PCI has been set for June, 2008.			
	Water Treatment Plant: Trusses are in the building, sides are up, roofing is going on, foundation is in place for the silo, wiring and electrical work is underway. Staff is working on the control system transition. Broad Street in front of the plant will be closed to traffic periodically as they make connections. Hope to have all connections completed by July 4 to open the street to traffic. Control system module cabinets are being moved out of the MCC room to the operations floor closer to the equipment. Completion date for the project should be Sept/Oct.			

B. [License \(6-month\): Class “B” application of Menasha Athletic Assn. \(Macs\) to sell fermented malt beverages, Koslo Park Concession, May 8, 2007-Oct. 31, 2007, Dave Romnek, Agent.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No questions or discussion.			

C. [License \(6-month\): Class “B” application of Menasha Twins Baseball \(Legion Team\) to sell fermented malt beverages, Koslo Park Concession, May 8, 2007-Oct. 31, 2007, Debbie Chew, Agent.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No questions or discussion.			

D. [Accept quote of The Post-Crescent as the official city newspaper, May 2007-May 2008.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No questions or discussion.			

E. [Disposal of Surplus Cell Phones.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No question.			

F. [Offer to Purchase from Habitat for Humanity of the Greater Fox Cities Area for 535 First Street.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil explained this property was purchased from Winnebago County for approximately \$16,800. The City will create a mortgage for the cost of the purchase of the property and the cost to clean up the site. This mortgage will be repaid by the new owners of the Habitat home. Tax base will be on finished project. Habitat designs homes for each individual family needs. Staff will be meeting with the director of Habitat this week to review the design.			

G. [O-7-07 - An Ordinance Relating to Dwellings for Watchmen.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil explained dwellings for watchmen are currently allowed in I-2 (light industrial), this ordinance would allow dwellings for watchmen in areas zoned I-1 (heavy industrial). The dwelling unit would be limited to employees of the entity owning or conducting operations on the site.			
	Discussion ensued on how this ordinance would be enforced.			

H. [R-10-07 - Resolution Continuing Appropriations.](#)

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Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No questions or discussion.			

I. [R-11-07 - Resolution Transferring/Appropriating Funds.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	C/T Stoffel explained this resolution is to transfer funds to cover 2006 budget overdrafts and to appropriate revenues received but not budgeted.			

J. [Accounts payable and payroll for 4-19-07/5-3-07 for the amount of \\$1,738,052.97.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ck. #012174-Martenson and Eisele-\$2,917.00 - out of scope fee for work done on Province Link. Ck. #012365-Laurel's Creations-\$100.00 - uniform dress shirts for Police Lt. Ck. #012170 and 012299-Larsen Engineering - foundation investigation survey work. Ck. #012204-Thomas Stoffel-\$25.00 - new council social reimbursement. Ck. #012388-Two Rivers Senior Center-\$144.50 - spring concert tickets for Senior Center.			

V. ADJOURNMENT

A. [Adjournment](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 6:15p.m.	Alderman Michalkiewicz	Alderman Taylor	Passed
	Motion carried on voice vote.			

Respectfully submitted by Deborah A. Galeazzi, City Clerk



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Common Council

FROM: Jeff Brandt JSB

SUBJECT: Lake Park Villas – Stipulation with Receiver

DATE: May 15, 2007

The Common Council is being asked to approve the attached Stipulation between the City of Menasha and Michael Polsky, receiver for Wisco Enterprises. This is one of a series of issues for the Common Council affecting our Lake Park Villas project for consideration at the May 21, 2007 meeting. Although they all relate to Lake Park Villas, there are two distinct and separate matters. This memo deals with our ability to begin marketing residential lots in Phase Two and Commercial lots in Phase One.

The related matter to this is the proposed listing agreement with John Coughlin and Coldwell Banker. That is the subject of another memo.

This stipulation allows the City to:

1. Begin marketing residential lots in phase 2.
2. Begin marketing commercial lots in phase 1.
3. Continue any argument it may have on the Athletica mortgage.

The stipulation requires the City to give up any argument that it **might** have that the receiver failed to adequately market lots since its appointment on January 3, 2007. This right is highly speculative both in liability and in damages.

Approving this interest is in the best interest of the City because it finally will allow us to start marketing lots.

STATE OF WISCONSIN

CIRCUIT COURT

CALUMET COUNTY

FOX COMMUNITIES CREDIT UNION

3401 E. Calumet Street
Appleton, WI 54915,

Plaintiff,

Case No. 06-CV-302

Other Debtor Actions: 30304

v.

WISCO ENTERPRISES LLP

N9653 Highland Road
Kaukauna, WI 54130,

CITY OF MENASHA

140 West Main Street
Menasha, WI 54952,

THOMAS J. AMACK

813 Whisper Falls Lane
Menasha, WI 54952,

LORENA H. AMACK

813 Whisper Falls Lane
Menasha, WI 54952,

LARSU INC.

N9652 Highline Road
Kaukauna, WI 54130,

JOHNSON PROPERTIES LTD.

N9652 Highline Road
Kaukauna, WI 54130,

GEORGETTE JOHNSON

N8381 Firestone Way
Menasha, WI 54952,

JUDITH M. JOHNSON

212 E. Crossing Meadows Lane
Appleton, WI 54913,

KIM M. JOHNSON

212 E. Crossing Meadows Lane
Appleton, WI 54913,

KEVIN R. JOHNSON
N3040 Steepe Drive
Appleton, WI 54913,

ROYCE A. JOHNSON
N8381 Firestone Way
Menasha, WI 54952,

SUSAN C. JOHNSON
N3040 Steepe Drive
Appleton, WI 54913,

Defendants.

STIPULATION

Defendant, City of Menasha (the "City"), by its attorneys, Davis & Kuelthau, s.c., and Michael S. Polsky, the duly appointed receiver in this case (the "Receiver") herein and hereby stipulate and agree as follows:

RECITALS

A. The City claims Wisco Enterprises, LLP is indebted to the City of Menasha pursuant to a certain Real Estate Development Services and Option to Purchase Agreement dated December 27, 2001, which was amended through Real Estate Development Services and Option to Purchase Agreement Amendment dated June 6, 2005, (together the "Agreement").

B. The City claims Wisco Enterprises, LLP has breached its obligations under the Agreement by, among other things, failing to sell lots as required and as a result failing to deliver to the City of Menasha anticipated funds to reduce the debt that is secured by the City's mortgage, as referred to in the preceding paragraph.

C. The City claims Wisco Enterprises, LLP, was and is obligated under the Agreement to market for sale lots owned by the City within the Lake Park Villas subdivision.

D. The City claims Wisco has continued to fail to market lots owned by the City within the Lake Park Villas subdivision since the appointment of the Receiver.

E. The City believes Wisco has the exclusive right to market the lots owned by the City within the Lake Park Villas subdivision.

F. The City desires to open marketing of the lots the City owns within the Lake Park subdivision to another or other individuals and firms, so Wisco will no longer have the exclusive right to market those lots.

G. The Receiver and Wisco are amenable to giving up the right to exclusively market the lots owned by the City within the Lake Park Villas subdivision upon the terms and conditions set forth herein.

AGREEMENT

1. The Agreement is hereby amended to reflect the fact that Wisco no longer has the exclusive right to market the lots owned by the City within the Park Villas subdivision. Wisco may market those lots if it is so inclined, but it no longer has the exclusive right to do so, the City being free to hire such other brokers and agents as it may determine to market those lots.

2. No commission shall be payable to Wisco or the Receiver for any sales that were not procured by Wisco.

3. Wisco's obligation to deliver \$800,000 to the City by December 31, 2006 and otherwise perform under the Agreement is not waived; any rights of the City in regard to the failure of Wisco to deliver those funds or otherwise perform under the Agreement and any other rights the City may have relating to the Agreement, are preserved, except as set forth in paragraph 5 below.

4. The City reserves its rights as to all other parties for any and all claims it may have, and Wisco reserves any defenses it may have to such claims.

5. The City will not file an administrative proof of claim in the Receivership or make any other claim for any claimed damages it may have solely in relation to Wisco's failure to market the lots since the Receiver's appointment.

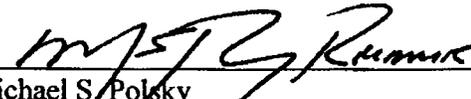
6. This Stipulation shall be binding upon the parties to this action and Wisco's and the City's respective successors and assigns.

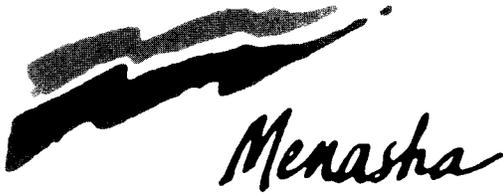
DAVIS & KUELTHAU, s.c.

Date: _____

By: _____
Thomas V. Rohan
Attorneys for City of Menasha

Date: 5/18/07

By: 
Michael S. Polsky
Receiver for Wisco Enterprises LLP



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Common Council
FROM: Jeff Brandt *JSB*
SUBJECT: Coughlin Proposal
DATE: May 16, 2007

The enclosed letter from John Coughlin provides the Common Council with the information it should need to determine that it is in the City's best interests to hire John.

Recently, the Common Council has expressed interest in sending out Requests for Proposals when it chooses its vendors. Although there may be merit to the RFP process in many circumstances, I urge the Council to accept the Coughlin proposal in this instance. The most ambitious timetable for an RFP would be 45 – 60 days. This would delay the marketing of the lots. It is unfortunate that we have not been able to market these lots so far, but it is not in the interest of the City to further delay that marketing since we now have that ability.

The use of the prerogative of a Council member to make any parliamentary maneuver to delay this issue also is there. Again, to do that would not be in the best interest of the City. It would once again delay the marketing of the lots. The best interests of the City and its taxpayers are to approve this proposal.



THE REAL ESTATE
GROUP, INC.

John Coughlin
1050 N. Lynndale
Appleton, WI 54914

(920) 993-5400

April 16, 2007

Proposal to City of Menasha - Marketing Lake Park Villas

John Coughlin - Coldwell Banker The Real Estate Group, Inc.

Thank you for the opportunity to discuss the Lake Park Villas project. Since I was extensively involved during the creation and development of Lake Park Villas, I have a sincere desire to see it succeed. My name and reputation have long been associated with this project. Even though I have not been actually associated in the marketing of Lake Park Villas for over a year, my extensive networking and advertising during the project's inception has created a lasting connection. I have prepared a brief summary of my background and plans for reenergized Lake Park Villas Phase II residential development.

To report and be responsible directly to the City of Menasha on the progress and market conditions for Lake Park Villas phases II.

When Lake Park Villas opened, my associates and I developed a marketing strategy for the project. I own all the marketing tools including the web site and domain names. We sold almost every home in the subdivision and I know what was represented to each of the homeowners. If the council hires me directly, I will do my best to ensure that Lake Park Villas is a success - I firmly believe in this project and will do what is needed to make it succeed.

Some highlights of my accomplishments:

- My team sold 37 of the 41 residential lots
- Solid knowledge of the residents and their needs
- Complete understanding of the building requirements and PUD zoning
- Integrated networking with builders and homeowners
- Extensive experience selling homes and subdivisions in the Fox River Valley
- Menasha Lake Park Villas residents are asking the team to return

We will use his knowledge and experience to ensure successful performance of Lake Park Villas. Also, my team has an extensive list of potential customers who expressed interest in Lake Park Villas in the past; but were not ready to make the move at the time.

My team is a member of the Valley Home Builders Association and communicates and works with several builders. We will introduce them to the Lake Park Villas -- encouraging them to become an active builder in the project. My team can also refer customers to the builders. We can explain detailed requirements of building in Lake Park Villas. Communicate and provide information to all interested parties: the rules, regulations, restrictive and protective covenants for Lake Park Villas.

Being a member of the local and National Realtors' Association, a member of Multiple Listing Service [MLS], and member of Coldwell Banker The Real Estate Group Inc., we have a vast network of real estate agents that can guide customers to the "Lake Park Villas Lifestyle."

My team has an entire marketing strategy for Lake Park Villas. This includes signage, digital photos, web site, TV and print advertising. If you select my team to market Lake Park Villas we will set it up on several web sites: Realtor.com, Coldwellbanker.com, Coldwellhomes.com, ISellRealEstate.com and the original. **LakeParkVillas.com.**

We will work with all buyers, builders, real estate agents and investors in the best interest of the City of Menasha. He will make recommendations directly to the City of Menasha as to changes or adjustments that would be beneficial to Lake Park Villas positive progress.

Coldwell Banker The Real Estate Group, Inc. and John Coughlin would agree to a standard Wisconsin Real Estate Vacant Land Listing Contract with the following terms:

- Approved expiration date 12/31/2008
- Commission fee based on 8% of selling price
- Company administration fee of \$50.00 per transaction.

I have both the **knowledge and desire** to help the City of Menasha and make Lake Park Villas the successful and wonderful project it was meant to be.

Sincerely,

A handwritten signature in cursive script that reads "John Coughlin". The signature is written in black ink and is positioned below the word "Sincerely,".

John Coughlin

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES BROKER THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE TERMS SET FORTH IN THIS LISTING.

2 ■ **PROPERTY DESCRIPTION:** "Lake Park Villas" Phase II

3 _____ in the City _____ of _____ Menasha _____, County of
4 _____, Wisconsin. Insert additional description, if any, at lines 231 - 243 or attach as an addendum.

5 ■ **TERMS OF LISTING: LIST PRICE:** Two Million Seven Hundred Sixty Thousand

6 _____ Dollars (\$ ~~2,760,000.00~~ 2,730,000).

7 **TERMS:** Cash or equivalent at closing or _____.

8 **OCCUPANCY DATE:** _____ **OCCUPANCY CHARGE:** (if Seller occupies after closing): \$ _____ per day or part thereof.

9 **PROPERTY INCLUDED IN LIST PRICE:** Seller agrees to include in the list price all fixtures as defined at lines 155 - 159 unless excluded at
10 lines 13 - 14. The terms of the Offer to Purchase will determine what property is included or excluded in the transaction.

11 **ADDITIONAL ITEMS INCLUDED IN THE LIST PRICE:** Lot corner survey stakes, Disclosure documents for Lake Park
12 Villas Association

13 **ITEMS NOT INCLUDED IN THE LIST PRICE:** _____

14
15 ■ **CONDITION OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
16 conveyance as provided herein) free and clear of all liens and encumbrances, except; municipal and zoning ordinances and
17 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
18 restrictions and covenants, general taxes levied in the year of closing and _____

19 _____ (provided none of the foregoing prohibit present use of the Property).

20 ■ **TITLE EVIDENCE:** Seller shall provide evidence of the condition of Seller's title in the form agreed to in the offer to purchase.

21 ■ **SELLER REPRESENTATIONS REGARDING PROPERTY CONDITIONS:** Seller represents to Broker that as of the date of this
22 Listing, Seller has no notice or knowledge of any conditions affecting the Property or transaction (as defined at lines 128-154) other than
23 those identified in the attached seller's disclosure report dated May 31, 2007 (see lines 103-107 regarding seller disclosure
24 reports) and _____

25
26 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT, SELLER MAY BE LIABLE FOR DAMAGES AND COSTS.**

27 ■ **UTILITY AVAILABILITY:** Seller represents that the following utility connections are located as follows (e.g. on the property, at the
28 lot line, across the street, unknown, etc.): electricity _____ to lot line _____; gas _____ to lot line _____; municipal
29 sewer _____ to lot line _____; municipal water _____ to lot line _____; telephone _____ to lot line _____; other
30 _____

STRIKE AND COMPLETE AS APPLICABLE

31 ■ **ZONING:** Seller represents that the property is zoned PUD, Residential Planned Unit Development.

32 ■ **MARKETING:** Broker agrees to use reasonable efforts to procure a purchaser for the Property, including, but not limited to, the
33 following; Place in several web sites, including www.lakeparkvillas.com, put in MLS, marketing signs,
34 and other usual and customary agency marketing. Seller agrees that

35 Broker may market other properties during the term of this Listing. SEE LINES 84-89 REGARDING SELLER'S DUTY TO NOTIFY
36 BROKER OF ANY POTENTIAL PURCHASER OF WHICH SELLER HAS KNOWLEDGE, SELLER'S DUTY TO COOPERATE WITH
37 BROKER'S MARKETING EFFORTS AND PROVISIONS REGARDING BROKER'S ROLE AS MARKETING AGENT.

38 ■ **OTHER BROKERS:** The Parties agree that Broker will work and cooperate with other brokers in marketing the Property, including
39 brokers from other firms acting as subagents (agents of Seller retained by Broker) and brokers representing buyers, except: _____

40 _____ . **CAUTION:**

41 **LIMITING BROKER'S COOPERATION WITH OTHER BROKERS MAY REDUCE THE MARKETABILITY OF THE PROPERTY.**

42 ■ **EXCLUSIONS:** All persons whose purchase, exchange or exercise of grant of option would earn a prior listing broker a commission under
43 a prior listing contract are excluded from this Listing to the extent of the prior broker's legal rights, unless otherwise agreed to in writing. Within
44 one week of this Listing Seller agrees to deliver to Broker a list of all persons whose procurement as purchaser would earn another broker
45 a commission under a prior listing contract. **CAUTION: Contact previous listing broker if the identity of potential protected buyers from**
46 **previous listings is uncertain.** The following other buyers are excluded from this Listing until _____ :

47
48 _____ . These other buyers are no longer excluded from this Listing after the
49 specified date unless, on or before the specified date, Seller has either accepted an offer from the buyer or sold the Property to the buyer.

50 ■ **COMMISSION:** Seller shall pay Broker's commission, which shall be earned if, during the term of this Listing:

- 51 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
 - 52 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
 - 53 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
 - 54 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or
 - 55 5) A purchaser is procured for the Property by Broker, by Seller, or by any other person, at the price and on substantially the
56 same terms set forth in this Listing and in the standard provisions of the current WB-13 VACANT LAND OFFER TO PURCHASE, even
57 if Seller does not accept this purchaser's offer. See lines 164 - 167 regarding procurement.
- 58 Broker's commission shall be 8.000 % of plus \$50.00 per transaction, whichever is greater.
59 The percentage commission, if applicable, shall be calculated based on the purchase price if commission is earned under 1) or 2) above, or

60 calculated based on the list price under 3) (if an exchange of the entire Property), 4) or 5). If less than the entire Property is exchanged,
 61 the percentage commission shall be calculated on the fair market value of the Property exchanged. Once earned, Broker's commission
 62 is due and payable in full at the earlier of closing or the date set for closing, unless otherwise agreed in writing. Broker's commission also
 63 shall be earned if, during the term of the Listing, one owner of the Property sells, exchanges or options an interest in all or any part of the
 64 Property to another owner, except by divorce judgment.

65 ■ **EXTENSION OF LISTING:** The Listing term is extended for a period of one year as to any buyer who personally or through any
 66 person acting for such buyer either negotiated to acquire an interest in the Property or submitted a written offer to purchase, exchange
 67 or option during the term of this Listing (protected buyer). If the extension is based on negotiation, the extension shall be effective only
 68 if the buyer's name is delivered to Seller, in writing, no later than three days after the expiration of the Listing, unless Seller was directly
 69 involved in discussions of the potential terms upon which buyer might acquire an interest in the Property. The requirement of this Listing
 70 to deliver the buyer's name in order to make the extension of the Listing term effective also may be fulfilled as follows: 1) If the Listing
 71 is effective only as to certain individuals who are identified in the Listing (One Party Listing), the identification of the individuals in the
 72 Listing shall fulfill the delivery of the buyer's name requirement and 2) if buyer has requested that buyer's identity remain confidential,
 73 delivery of a notice identifying the broker with whom the buyer negotiated and the date(s) of any showings or other negotiations shall
 74 fulfill the delivery of the buyer's name requirement. "Negotiated" for the purpose of this paragraph means to discuss the potential terms
 75 upon which buyer might acquire an interest in the Property or to attend an individual showing of the Property. "Submitted" for the
 76 purposes of this paragraph means that a written offer has been delivered to Seller or Broker. Upon receipt of a written request from Seller
 77 or a broker who has listed the Property, Broker agrees to promptly deliver to Seller a written list of those buyers known by Broker to whom
 78 the extension period applies. Should this Listing be terminated by Seller prior to the expiration of the term stated in this Listing, this listing
 79 is extended, on the same terms for one year after the Listing is terminated for "protected buyers."

80 ■ **TERMINATION OF LISTING:** Neither Seller nor Broker have the legal right to unilaterally terminate this listing absent a material breach
 81 of contract by the other Party. Seller understands that the Parties to the listing are Seller and the Broker (firm). Agents (salespersons)
 82 for Broker (firm) do not have the authority to enter into a mutual agreement to terminate the Listing, amend the commission amount or
 83 shorten the term of this Listing, without the written consent of the agent's supervising broker.

84 ■ **SELLER COOPERATION WITH MARKETING EFFORTS:** Seller agrees to cooperate with Broker in Broker's marketing efforts and
 85 to provide Broker with all records, documents and other material in Seller's possession or control which are required in connection with
 86 the sale. Seller authorizes Broker to do those acts reasonably necessary to effect a sale and Seller agrees to cooperate fully with these
 87 efforts which may include use of a multiple listing service, the Internet or a key lockbox system on Property. Seller shall promptly notify
 88 Broker in writing of any potential purchasers with whom Seller negotiates during the term of this Listing and shall promptly refer all
 89 persons making inquiries concerning the Property to Broker.

90 ■ **ATTORNEY FEES:** SHOULD LITIGATION ARISE BETWEEN THE PARTIES IN CONNECTION WITH THIS LISTING, THE
 91 PREVAILING PARTY SHALL HAVE THE RIGHT TO RECOVER REASONABLE ATTORNEY FEES.

92 ■ **FAIR HOUSING:** SELLER AND BROKER AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY PROSPECTIVE
 93 PURCHASER ON ACCOUNT OF RACE, COLOR, SEX, SEXUAL ORIENTATION AS DEFINED IN WISCONSIN STATUTES, SECTION
 94 111.32 (13M), DISABILITY, RELIGION, NATIONAL ORIGIN, MARITAL STATUS, LAWFUL SOURCE OF INCOME, AGE, ANCESTRY,
 95 FAMILIAL STATUS, OR IN ANY OTHER UNLAWFUL MANNER.

96 ■ **EARNEST MONEY:** If Broker holds trust funds in connection with the transaction, they shall be retained by Broker in Broker's trust
 97 account. Broker may refuse to hold earnest money or other trust funds. Should Broker hold the earnest money, Seller authorizes Broker
 98 to disburse the earnest money pursuant to the terms of the offer to purchase, option or exchange agreement used in the transaction.
 99 If the transaction fails to close and the earnest money is disbursed to Seller, then upon disbursement to Seller the earnest money shall
 100 be paid first to reimburse Broker for cash advances made by Broker on behalf of Seller and one half of the balance, but not in excess
 101 of the agreed commission, shall be paid to Broker as Broker's full commission in connection with said purchase transaction and the
 102 balance shall belong to Seller. This payment to Broker shall not terminate this Listing.

103 ■ **SELLER'S DISCLOSURE REPORT:** Wisconsin Administrative Code Chapter RL 24 requires listing brokers to make inquiries of the Seller
 104 on the condition of the Property and to request that Seller provide a written response to Broker's inquiry. Seller agrees to complete any
 105 Seller's disclosure report provided by Broker to the best of Seller's ability. Seller agrees to promptly amend the report to include any defects
 106 (as defined in the report) which Seller learns of after completion of the report. Seller authorizes Broker to distribute the report to all interested
 107 parties and their agents and to disclose all material adverse facts as required by law.

108 ■ **SHOWING RESPONSIBILITIES:** Seller is aware that there is a potential risk of injury, damage and/or theft involving persons attending
 109 a showing of the Property. Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage, and/or
 110 loss of personal property. Seller agrees to hold Broker harmless for any losses or liability resulting from personal injury, property damage,
 111 or theft occurring during showings of the Property other than those caused by Broker's negligence or intentional wrongdoing.

112 ■ **LEASED PROPERTY:** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's rights under
 113 the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder to Buyer at closing. Seller
 114 acknowledges that Seller remains liable under the lease(s) unless released by tenants. **CAUTION: Seller should consider obtaining**
 115 **an indemnification agreement from buyer for liabilities under the lease(s) unless released by tenants.**

116 ■ **DEFINITIONS:**

117 **ADVERSE FACT:** An "adverse fact" means any of the following:

118 (a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:

- 119 1. Significantly and adversely affecting the value of the Property.
- 120 2. Significantly reducing the structural integrity of improvements to real estate.
- 121 3. Presenting a significant health risk to occupants of the Property.

122 (b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a
 123 contract or agreement made concerning the transaction.

124 **MATERIAL ADVERSE FACT:** A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is
 125 generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's
 126 decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms
 127 of such a contract or agreement.

- 128 **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** A "condition affecting the Property or transaction" is defined as follows:
- 129 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
130 or the present use of the Property;
- 131 (b) completed or pending reassessment of the Property for property tax purposes;
- 132 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 133 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 134 (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;
- 135 (f) conditions which would constitute a significant health or safety hazard for occupants of Property;
- 136 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including, but not limited to
137 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**
138 **COMM 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 139 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 140 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 141 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland
142 Preservation Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or
143 comparable program;
- 144 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
145 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 146 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 147 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 148 (n) subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations,
149 organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous materials,
150 high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 151 (o) a lack of legal vehicular access to the Property from public roads;
- 152 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73).
- 153 (q) other conditions or occurrences which would significantly increase the cost of development or reduce the value of the Property to
154 a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 155 **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land as to be treated as part
156 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
157 specifically adapted to the Property, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden
158 bulbs; plants; shrubs; trees and fences. **CAUTION: ANNUAL CROPS ARE NOT INCLUDED IN THE PURCHASE PRICE UNLESS**
159 **OTHERWISE AGREED AT LINE 13 OF THE WB-13 VACANT LAND OFFER TO PURCHASE. (See lines 11 - 12).**
- 160 **DELIVERY:** Unless otherwise stated, delivery of documents or written notices related to this Listing may be accomplished by: 1) giving
161 the document or written notice personally to the Party; 2) depositing the document or written notice postage or fees prepaid or charged
162 to an account in the U.S. Mail or a commercial delivery system, addressed to the Party, at the Party's address (See lines 259, 263.); 3)
163 electronically transmitting the document or written notice to the Party's fax number (See lines 259, 263.).
- 164 **PROCURE:** A purchaser is procured when a valid and binding contract of sale is entered into between the Seller and the purchaser or
165 when a ready, willing and able purchaser submits a written offer at the price and on substantially the terms specified in this Listing. A
166 purchaser is ready, willing and able when the purchaser submitting the written offer has the ability to complete the purchaser's obligations
167 under the written offer. (See lines 55 - 57.)
- 168 ~~■ **AGENCY DISCLOSURE PROVISIONS:**~~
- 169 ~~■ **AGENCY DISCLOSURE AND CONSENT TO MULTIPLE REPRESENTATION:** Wisconsin Statute § 452.135(2) requires Broker to~~
170 ~~disclose that Seller is Broker's client. Broker's duties to Seller can be found at lines 191-200. Broker's duties to all parties can be found~~
171 ~~at lines 174-190. The confidentiality rights of all parties can be found at lines 214-221. See lines 222-226 for information regarding~~
172 ~~identification of confidential and non-confidential information at lines 227-230. If a multiple representation relationship is consented~~
173 ~~to and does occur, both parties will be Broker's clients.~~
- 174 ~~■ **DUTIES OWED TO ALL PARTIES:** Wisconsin Statute § 452.133(1) states that in providing brokerage services to a party to a~~
175 ~~transaction (including both clients and customers), a broker shall do all of the following:~~
- 176 ~~(a) Provide brokerage services to all parties to the transaction honestly, fairly and in good faith.~~
- 177 ~~(b) Diligently exercise reasonable skill and care in providing brokerage services to all parties.~~
- 178 ~~(c) Disclose to each party all material adverse facts that the broker knows and that the party does not know or cannot discover through~~
179 ~~reasonably vigilant observation, unless the disclosure of a material adverse fact is prohibited by law.~~
- 180 ~~(d) Keep confidential any information given to the broker in confidence, or any information obtained by the broker that he or she knows~~
181 ~~a reasonable party would want to be kept confidential, unless the information must be disclosed under (c), or Wis. Stat. § 452.23~~
182 ~~(information contradicting third party inspection or investigation reports), or is otherwise required by law to be disclosed or the party~~
183 ~~whose interests may be adversely affected by the disclosure specifically authorizes the disclosure of particular confidential~~
184 ~~information. A broker shall continue to keep the information confidential after the transaction is complete and after the broker is no~~
185 ~~longer providing brokerage services to the party.~~
- 186 ~~(e) Provide accurate information about market conditions that affect a transaction, to any party who requests the information, within a~~
187 ~~reasonable time of the party's request, unless disclosure of the information is prohibited by law.~~
- 188 ~~(f) Account for all property of the parties coming into the possession of a broker within a reasonable time of receipt.~~
- 189 ~~(g) When negotiating on behalf of a party, present contract proposals in an objective and unbiased manner and disclose the advantages~~
190 ~~and disadvantages of the proposals.~~
- 191 ~~■ **DUTIES OWED TO CLIENTS ONLY:** Wisconsin Statute § 452.133(2) states that in addition to his or her duties under lines 174-190,~~
192 ~~a broker providing brokerage services to his or her client shall do all the following:~~
- 193 ~~(a) Loyal represent the client's interests by placing the client's interests ahead of the interests of any other party, unless loyalty to a~~
194 ~~client violates the broker's duties under lines 174-190 or Wis. Stat. § 452.137(2) (duties to all clients in multiple representation~~
195 ~~situations).~~
- 196 ~~(b) Disclose to the client all information known by the broker that is material to the transaction and that is not known by the client or~~
197 ~~discoverable by the client through reasonably vigilant observation, except for confidential information (see lines 180 - 185) and other~~
198 ~~information, the disclosure of which is prohibited by law.~~
- 199 ~~(c) Fulfill any obligation required by the agency agreement, and any order of the client that is within the scope of the agency agreement,~~
200 ~~that are not inconsistent with another duty that the broker has under Wis. Stat. Chapter 452 or any other law.~~

201 **MULTIPLE REPRESENTATION (DUAL AGENCY):**
202 Wisconsin Statute § 452.137 states that Broker may represent both parties in the same transaction only with the written consent of both
203 parties. A multiple representation relationship would exist if Broker was the buyer's agent for a buyer seeking to acquire an interest in
204 the Property. In a multiple representation relationship, Broker will provide the marketing and other services agreed upon in this Listing.
205 Broker will continue to provide information and advice to both parties, but is not allowed to place the interests of either party ahead of
206 the other in negotiations. During negotiations, Broker will prepare approved forms to accomplish the intent of the party making the
207 proposal. Broker will present the proposal in an objective and unbiased manner, disclosing the proposal's advantages and
208 disadvantages. Broker shall not disclose confidential information of either party unless required by law. (NOTE: Wisconsin
209 Administrative Code section RL 24.07 requires disclosure of adverse material facts to all interested parties). If Seller consents
210 to the multiple representation relationship, Seller is indicating that Seller understands Broker's duties to all parties to a transaction (see
211 lines 174-190) and Broker's duties to a client (see lines 191-200) and that if a multiple representation relationship arises, Broker will
212 owe the same duties to buyer that Broker owes to Seller. (See lines 191-200.)

213 SELLER (DOES)(DOES NOT) STRIKE ONE CONSENT TO A MULTIPLE REPRESENTATION RELATIONSHIP (DUAL AGENCY).

214 **CONFIDENTIALITY NOTICE:**
215 A BROKER IS REQUIRED TO MAINTAIN THE CONFIDENTIALITY OF ALL INFORMATION GIVEN TO THE BROKER IN CONFIDENCE
216 AND OF ALL INFORMATION OBTAINED BY THE BROKER THAT HE OR SHE KNOWS A REASONABLE PARTY WOULD WANT TO
217 BE KEPT CONFIDENTIAL, UNLESS THE INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW. THE FOLLOWING
218 INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:-

- 219 1) MATERIAL ADVERSE FACTS AS DEFINED IN § 452.01 (5g) OF THE WISCONSIN STATUTES. (See lines 124 to 127)
- 220 2) ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
221 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.

222 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY LIST
223 THAT INFORMATION AT LINES 227 TO 228. AT A LATER TIME, YOU ALSO MAY PROVIDE THE BROKER WITH OTHER WRITTEN
224 NOTIFICATION OF WHAT INFORMATION YOU CONSIDER TO BE CONFIDENTIAL. YOU MAY IDENTIFY INFORMATION WHICH
225 MIGHT OTHERWISE BE CONSIDERED CONFIDENTIAL (SUCH AS SELLER'S MOTIVATION TO SELL) AS NON-CONFIDENTIAL AT
226 LINES 229 TO 230.

227 **CONFIDENTIAL INFORMATION:** _____

228 _____

229 **NON-CONFIDENTIAL INFORMATION:** _____

230 _____

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877-234-0085.

231 **ADDITIONAL PROVISIONS:** The Agency Disclosure Provisions at lines 168-230 have been replaced by the Broker Disclosure to Clients form
232 and are deleted.

233 _____

234 _____

235 _____

236 _____

237 _____

238 _____

239 _____

240 _____

241 _____

242 _____

243 _____

244 **ADDENDA:** The attached _____ is/are made part of this Listing.

245 **CAUTION: IF SIGNED, THIS LISTING CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BROKERS MAY PROVIDE A**
246 **GENERAL EXPLANATION OF THE PROVISIONS OF THIS LISTING OR OTHER REAL ESTATE CONTRACTS, BUT ARE**
247 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS LISTING OR ANY**
248 **OTHER REAL ESTATE CONTRACT. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED. SELLER SHOULD**
249 **CONSULT OTHER EXPERTS AS APPROPRIATE, FOR EXAMPLE, APPRAISERS, TAX ADVISORS, OR HOME INSPECTORS IF**
250 **SERVICES BEYOND BROKER'S MARKETING SERVICES ARE REQUIRED.**

251 **TERM OF THE CONTRACT:** FROM THE 31st DAY OF May, 2007, UP TO AND
252 INCLUDING MIDNIGHT OF THE 31st DAY OF December, 2008.

253 Dated this _____ day of _____, _____.

254 (X) _____
255 Seller's Signature ▲ Print Name Here: ► City of Menasha Mayor Social Security No. or FEIN ▲ _____ Date ▲ _____

256 (X) _____
257 Seller's Signature ▲ Print Name Here: ► City of Menasha Clerk Social Security No. or FEIN ▲ _____ Date ▲ _____

258 140 Main Street
259 Menasha WI 54952
260 Seller's Address ▲ Phone # ▲ _____ Fax # ▲ _____

261 (X) _____
262 Agent for Broker ▲ (Print Name) ► John Coughlin Coldwell Banker The Real Estate Group
Broker/Firm Name ▲ _____

263 1050 N Lynndale Dr
Appleton WI 54914 (920) 450-5500 (920) 831-0128
264 Broker/Firm Address ▲ Phone # ▲ _____ Fax # ▲ _____

BROKER DISCLOSURE TO CLIENTS

1 *NOTE: THE DISCLOSURES CONCERNING AGENCY RELATIONSHIPS THAT A BROKER MUST GIVE TO A CLIENT WERE RE-*
2 *2 VISED BY 2005 WIS. ACT 87. THIS DISCLOSURE DOCUMENT REFLECTS THE LAW IN EFFECT BEGINNING 7-1-06.*

3 **UNDER WISCONSIN LAW, A BROKER OWES CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:**

- 4 ■ The duty to provide brokerage services to you fairly and honestly.
- 5 ■ The duty to exercise reasonable skill and care in providing brokerage services to you.
- 6 ■ The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless
7 disclosure of the information is prohibited by law.
- 8 ■ The duty to disclose to you in writing certain material adverse facts about a property, unless disclosure of the information is
9 prohibited by law. **(See Lines 28-37)**
- 10 ■ The duty to protect your confidentiality. Unless the law requires it, the broker will not disclose your confidential information or the
11 confidential information of other parties. **(See Lines 71-89)**
- 12 ■ The duty to safeguard trust funds and other property the broker holds.
- 13 ■ The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and
14 disadvantages of the proposals.

15 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A BROKER, YOU ARE THE BROKER'S CLIENT. A**
16 **BROKER OWES ADDITIONAL DUTIES TO A CLIENT.**

- 17 ■ The broker will provide, at your request, information and advice on real estate matters that affect your transaction, unless you
18 release the broker from this duty.
 - 19 ■ The broker must provide you with all material facts affecting the transaction, not just adverse facts.
 - 20 ■ The broker will fulfill the broker's obligations under the agency agreement and fulfill your lawful requests that are within the scope
21 of the agency agreement.
 - 22 ■ The broker will negotiate for you, unless you release the broker from this duty.
 - 23 ■ The broker will not place the broker's interests ahead of your interests. The broker will not, unless required by law, give
24 information or advice to other parties who are not the broker's clients, if giving the information or advice is contrary to your
25 interests.
- 26 If you become involved in a transaction in which another party is also the broker's client (a "multiple representation relationship"),
27 different duties may apply.

DEFINITION OF MATERIAL ADVERSE FACTS

29 A "material adverse fact" is defined in Wis. Stat. § 452.01(5g) as an adverse fact that a party indicates is of such significance, or
30 that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would
31 affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's
32 decision about the terms of such a contract or agreement.

33 An "adverse fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee generally
34 recognizes will significantly and adversely affect the value of the property, significantly reduce the structural integrity of
35 improvements to real estate, or present a significant health risk to occupants of the property; or information that indicates that a party
36 to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the
37 transaction.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

39 A multiple representation relationship exists if a broker has an agency agreement with more than one client who is a party in the
40 same transaction. In a multiple representation relationship, if all of the broker's clients in the transaction consent, the broker may
41 provide services to the clients through designated agency.

42 Designated agency means that different salespersons employed by the broker will negotiate on behalf of you and the other
43 client or clients in the transaction, and the broker's duties will remain the same. Each salesperson will provide information, opinions,
44 and advice to the client for whom the salesperson is negotiating, to assist the client in the negotiations. Each client will be able to
45 receive information, opinions, and advice that will assist the client, even if the information, opinions, or advice gives the client
46 advantages in the negotiations over the broker's other clients. A salesperson will not reveal any of your confidential information to
47 another party unless required to do so by law.

48 If a designated agency relationship is not in effect you may authorize or reject a multiple representation relationship. If you
49 authorize a multiple representation relationship the broker may provide brokerage services to more than one client in a transaction
50 but neither the broker nor any of the broker's salespersons may assist any client with information, opinions, and advice which may
51 favor the interests of one client over any other client. If you do not consent to a multiple representation relationship the broker will not
52 be allowed to provide brokerage services to more than one client in the transaction.

53 INITIAL ONLY ONE OF THE THREE LINES BELOW:

- 54 I consent to *multiple representation relationships* with designated agency.
- 55 I consent to multiple representation relationships, but I do not consent to designated agency.
- 56 I reject multiple representation relationships.

57 NOTE: YOU MAY WITHDRAW YOUR CONSENT TO DESIGNATED AGENCY OR TO MULTIPLE REPRESENTATION
58 RELATIONSHIPS BY WRITTEN NOTICE TO THE BROKER AT ANY TIME. YOUR BROKER IS REQUIRED TO DISCLOSE TO
59 YOU IN YOUR AGENCY AGREEMENT THE COMMISSION OR FEES THAT YOU MAY OWE TO YOUR BROKER. IF YOU HAVE
60 ANY QUESTIONS ABOUT THE COMMISSION OR FEES THAT YOU MAY OWE BASED UPON THE TYPE OF AGENCY
61 RELATIONSHIP YOU SELECT WITH YOUR BROKER YOU SHOULD ASK YOUR BROKER BEFORE SIGNING THE AGENCY
62 AGREEMENT.

63 **SUBAGENCY**

64 The broker may, with your authorization in the agency agreement, engage other brokers who assist your broker by providing
65 brokerage services for your benefit. A subagent will not put the subagent's own interests ahead of your interests.
66 A subagent will not, unless required by law, provide advice or opinions to other parties if doing so is contrary to your interests.

67 Please review this information carefully. A broker or salesperson can answer your questions about brokerage services, but if you
68 need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home inspector.
69 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain-language
70 summary of a broker's duties to you under section 452.133 of the Wisconsin statutes.

71 **CONFIDENTIALITY NOTICE TO CLIENTS**

72 BROKER WILL KEEP CONFIDENTIAL ANY INFORMATION GIVEN TO BROKER IN CONFIDENCE, OR ANY INFORMATION
73 OBTAINED BY BROKER THAT HE OR SHE KNOWS A REASONABLE PERSON WOULD WANT TO BE KEPT CONFIDENTIAL,
74 UNLESS THE INFORMATION MUST BE DISCLOSED BY LAW OR YOU AUTHORIZE THE BROKER TO DISCLOSE PARTICULAR
75 INFORMATION. A BROKER SHALL CONTINUE TO KEEP THE INFORMATION CONFIDENTIAL AFTER THE BROKER IS NO
76 LONGER PROVIDING BROKERAGE SERVICES TO YOU.

77 THE FOLLOWING INFORMATION IS REQUIRED TO BE DISCLOSED BY LAW:
78 1. MATERIAL ADVERSE FACTS, AS DEFINED IN SECTION 452.01 (5g) OF THE WISCONSIN STATUTES (SEE LINES 28-37).
79 2. ANY FACTS KNOWN BY THE BROKER THAT CONTRADICT ANY INFORMATION INCLUDED IN A WRITTEN INSPECTION
80 REPORT ON THE PROPERTY OR REAL ESTATE THAT IS THE SUBJECT OF THE TRANSACTION.
81 TO ENSURE THAT THE BROKER IS AWARE OF WHAT SPECIFIC INFORMATION YOU CONSIDER CONFIDENTIAL, YOU MAY
82 LIST THAT INFORMATION BELOW (SEE LINES 84-86). AT A LATER TIME, YOU MAY ALSO PROVIDE THE BROKER WITH
83 OTHER INFORMATION YOU CONSIDER TO BE CONFIDENTIAL.

84 CONFIDENTIAL INFORMATION: _____
85 _____
86 _____

87 NON-CONFIDENTIAL INFORMATION (The following may be disclosed by Broker): _____
88 _____
89 _____

90 **CONSENT TO TELEPHONE SOLICITATION**

91 I/We agree that the Broker and any affiliated settlement service providers (for example, a mortgage company or title company) may
92 call our/my home or cell phone numbers regarding issues, goods and services related to the real estate transaction until I/we
93 withdraw this consent in writing.

94 List Home/Cell Numbers: 920-967-5116

95 READING/UNDERSTANDING: If Client's agency agreement is for brokerage services related to real estate primarily intended
96 for use as a residential property containing one to 4 dwelling units, Wisconsin law requires broker to request the client's
97 signed acknowledgment that the client has received a copy of the written disclosure statement.

98 (X) _____ (X) _____
99 Client Signature ▲ Date ▲ Client Signature ▲ Date ▲

100 No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction. The italicized
101 words on line 54 have been added to the statutory language for clarification.

REAL ESTATE CONDITION REPORT - V

1 **PROPERTY OWNER:** City of Menasha Mayor City of Menasha Clerk
2 **PROPERTY ADDRESS:** "Lake Park Villas" Phase II, Menasha WI 54952
3 **OWNER HAS OWNED THE PROPERTY FOR** _____ **YEARS.**

See Lines 63-70 on page two.

4 **CIRCLE ONE ANSWER:** Explain any "yes" or "unsure" answers in the blank lines following question #21.

- 5 (1) Are you aware of planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property? yes no unsure
- 6
- 7 (2) Are you aware of any government agency or court order requiring repair, alteration or correction of any existing condition? yes no unsure
- 8
- 9 (3) Are you aware of any completed or pending Property tax reassessment of the Property? yes no unsure
- 10 (4) Are you aware of any land division involving the Property, for which required state or local approvals were not obtained? yes no unsure
- 11
- 12 (5) Are you aware of any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal regulations? yes no unsure
- 13
- 14 (6) Are you aware of any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan, or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program? yes no unsure
- 15
- 16 (7) Are you aware of any boundary disputes or material violation of fence laws (Wis. Stats. Ch. 90) which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes? yes no unsure
- 17
- 18 (8) Are you aware of material violations of environmental rules or other rules or agreements regulating the use of the Property? yes no unsure
- 19
- 20 (9) Are you aware of conditions constituting a significant health or safety hazard for occupants of Property? yes no unsure
- 21
- 22 (10) Are you aware of underground storage tanks on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? yes no unsure
- 23
- 24 (11) Are you aware of underground storage tanks for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil, previously located on the Property? yes no unsure
- 25
- 26 (12) Are you aware of high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property? yes no unsure
- 27
- 28 (13) Are you aware of wells on the Property required to be abandoned (Wis. Adm. Code NR 112.26) but which are not abandoned according to state regulations? yes no unsure
- 29
- 30 (14) Are you aware of cisterns or septic tanks on the Property? yes no unsure
- 31
- 32 (15) Are you aware of subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property? yes no unsure
- 33
- 34
- 35
- 36
- 37
- 38 (16) Are you aware of a lack of legal vehicular access to the Property from public roads? yes no unsure
- 39 (17) Are you aware of prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program? (Wis. Stats. §94.73). yes no unsure
- 40
- 41 (18) Are you aware of any other conditions or occurrences which would significantly increase the cost of development or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence? yes no unsure
- 42
- 43
- 44 (19) *Land sold with the property has been assessed as agricultural land under Wis. Stat. §70.32 (2r) (use-value assessment).** yes no unsure
- 45
- 46 (20) *Land sold with the property has been assessed a penalty under Wis. Stat. §70.32(2) (use value assessment).* yes no unsure
- 47
- 48 (21) *Land sold with the property has been assessed a penalty under Wis. Stat. §70.32(4) (use-value assessment) which has been deferred.* yes no unsure
- 49

50 **EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS**

51 _____
52 Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 877-234-0085.

53 The Owner certifies that the information in this report is true and correct to the best of Owner's knowledge as of the date below.

54 (X) _____ (X) _____
55 Signature ▲ Date ▲ Signature ▲ Date ▲

56 Broker certifies that Broker has inspected the property and unless otherwise indicated, Broker is not aware of any defects other than those disclosed by this report or of information inconsistent with this report.

58 Coldwell Banker The Real Estate Group (X) _____
59 Broker ▲ By ▲ Date ▲

60 I acknowledge receipt of a copy of this report.

61 (X) _____ (X) _____
62 Buyer's Signature ▲ Buyer's Signature ▲

63 Wisconsin Administrative Code §RL24.07(1)(a) requires listing brokers to inspect the property and to "make inquiries of the seller
64 on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the
65 seller provide a written response to the licensee's inquiry". Wis. Adm. Code §RL24.07(2) requires listing brokers to disclose all
66 material adverse facts discovered in Broker's inspection or disclosed by Owner, in writing, in a timely manner, to all parties. This
67 real estate condition report is designed to fulfill these duties under the license law. Owner's statements are a representation of
68 Owner's knowledge of the property's condition. It is not a warranty of any kind by the Owner or any agent of the Owner, nor is
69 it a substitute for any inspections buyer/tenant may wish to obtain. Buyer may, however, rely upon this information in deciding
70 whether or not or upon what terms to purchase the property. In this form "am aware" means to have notice or knowledge.

* *Notice: Under Wisconsin's Use Value Law, the assessed value of all agricultural land is based on its use value rather than its fair market value. The use value assessment system requires that the assessed value of agricultural land is based on the income that could be generated from its rental for agricultural use. When a person converts agricultural land to a non-agricultural use (e.g., residential, commercial, recreation, etc.), that person may owe a penalty. To obtain more information about the use value law or penalty, please contact the Wisconsin Department of Revenue's Equalization Bureau at (<http://www.dor.state.wi.us/contact/slf.html>) or by phone at 608-264-8131.*

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Drafted by: Attorney Richard J. Staff

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

This report form does not satisfy Wisconsin Statute Chapter 709 which generally applies to transfers of real estate containing 1-4 dwelling units.

DISCLOSURE FORM (SELLER)

Subject Property Address: "Lake Park Villas" Phase II (City/Town) Menasha

INSPECTION(S)

During the term of this listing, The Real Estate Group, Inc., and/or its Agents may furnish a list of Independent Inspectors to the Seller. In the event any inspections are ordered on behalf of the Seller, or if the Seller orders inspections from the list provided by the Agent, all parties hereby hold the The Real Estate Group, Inc., and its Agents harmless from the results and costs of inspections ordered. It is agreed the inspector(s) is/are not the Agent(s) of The Real Estate Group, Inc.

SELLER MARITAL DISCLOSURE

At time of closing subject property will be considered homestead property for Seller: Yes (X) No (X)

Seller and Seller's spouse warrant the Seller's spouse will join in the conveyance: Yes (X) No (X)

If spouse will not join in conveyance:

A) Seller is single: (X) C) Seller is builder and property is non-homestead: (X)

B) Seller is personal representative of the estate: (X) D) Other: City owned property

PERMISSION TO AFFIX SOLD SIGN

Seller allows The Real Estate Group, Inc., to affix a "sold" sign on the yard sign once the Seller has an accepted offer on the property with financial commitment. Seller understands a "sold" sign in all likelihood could mean no future sales activity regarding the subject property.

Yes (X) No (X)

PERMISSION TO PLACE LOCK BOX

Seller allows The Real Estate Group, Inc., to place a Lock Box on the above subject property. Seller assumes full responsibility as to the usage of the Lock Box.

Yes (X) No (X)

BEST BUYER (AHS) HOME PROTECTION PLAN

Seller agrees to supply the home protection plan at time of listing.

Yes (X) No (X)

SIGNING AUTHORIZATION

If Seller is not present at closing, Seller hereby authorizes a representative of The Real Estate Group, Inc., to sign on Seller's behalf the "Hud-1 Settlement Statement." On cash closings, Seller authorizes representative to sign the Title Company/Lender Closing Statement.

Yes (X) No (X)

MORTGAGE PAYOFF AUTHORIZATION

Seller hereby gives authorization to The Real Estate Group, Inc. and its Closing Agent to request on Seller's behalf final payoff information on the following mortgage(s):

Mortgage Company: _____

Mortgage Company: _____

Account Number: _____

Account Number: _____

Seller *City of Menasha Mayor*

Social Security Number

Date

Seller *City of Menasha Clerk*

Social Security Number

Date



Memorandum

TO: Administration Committee/Common Council
FROM: Greg Keil, CDD
Date: May 17, 2007
RE: Lake Park Villas Marketing and Development

Lake Park Villas is a valuable asset to the city. The combined value of the developed residential and commercial parcels is about \$18.9 million. A recent appraisal has set the value of the vacant commercial lots at \$1.56 million. The available residential lots and remaining development area has an estimated value of \$3.6 million.

The break up of the Wisco partnership has seriously undermined the marketing and sales of city owned land within Lake Park Villas. It is essential that marketing of the property be reestablished as quickly and effectively as possible if the city is to rely on lot sales to meet Lake Park Villas debt obligations.

For the past several months staff has been evaluating various options to replace the marketing and development services formerly performed by Wisco Properties. We have met with numerous parties including home builders, developers, and real estate brokers to consider possibilities.

These discussions, together with our past experience with Wisco Properties and our current assessment of the real estate market, have led us to the following conclusions and recommended actions:

Phase I

- the marketing of Phase I (the Lake Park Square commercial area) should be opened up to all commercial real estate brokers who should be paid a suitable commission
- purchasers of lots within Phase I should be able to use a building contractor of their choice

Proposed Action: Prepare marketing materials and distribute to all commercial real estate brokers in the Fox Cities area. Offer an 8 percent commission on lot sales. List available lots on This Property.com

Phase II

- the development of Phase II (the current residential area) of Lake Park Villas should be opened up to all qualified homebuilders
- the quality and character of development Phase II should be preserved through appropriate design criteria and protective covenants

- the marketing of the remaining lots in Phase II should be carried out by a qualified team knowledgeable about the project and the Fox Cites real estate market

Proposed Action Engage the John Coughlin team to market Phase II due to its familiarity with the project and its past success in marketing the residential properties. Continue to work with the Homeowners Association on development criteria and covenants

Phase III

- the development of Phase III (the area south of the existing residential development) should be initiated within the next 12 months
- Phase III design should incorporate higher density/lower cost housing options
- the design and character of development in Phase III should be compatible with existing development in Lake Park Villas
- a marketing plan for Phase III should be developed in concert with design plans
- the marketing and development of Phase III should be open to all qualified builder/broker development teams
- the creation of a mixed-use Tax Increment Finance District should be considered to carry the cost of infrastructure and amenities in Phase III

Proposed Action: Prepare a request for proposals for the design and development of this area. Select a developer in fall of this year with construction to commence next spring.

Phase IV

Proposed Action: The planning and design of Phase IV (the remaining residential development area) should be initiated upon substantial completion of Phases II and III.



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Common Council

FROM: Jeff Brandt JSB

SUBJECT: Weinberger proposal

DATE: May 16, 2007

Attached to this memo is a letter proposal from Kevin Weinberger involving a proposal he is making to the Fox Communities Credit Union and to the City. The City has no right to be involved in any direct negotiations between Weinberger and the Credit Union.

The City does hold a mortgage on the Athletica property for \$2,000,000, however. As we have previously explained, the mortgage was designed as surplus security for the City in the event insufficient lots were sold to cover all City expenses in the Lake Park Villas project. The price of the lots in all phases of Lake Park Villas is designed to reflect all City investment, including debt service. If all of the lots were to be sold for the asking prices, it is expected the City would recover all its costs. At that point, the City's mortgage would be unnecessary and would be released.

Unfortunately, we are at an interim phase in the process. Not enough lots have been sold to cover all City expenses. The economic viability of Athletica has been brought into question. This has been previously explained to you. A receiver, Mike Polsky, has been appointed by the Court to manage among other things, Athletica. The receiver has determined that it is no longer an appropriate expenditure of funds to continue Athletica's operations and Fox Communities Credit Union has refused to continue to fund shortfalls in the amount required to continue operations of the facility. The City has indicated it does not intend to provide those funds. Therefore, the facility is left with insufficient cash to operate. To that end, a motion was filed in Calumet County Circuit Court to close Athletica. That motion was scheduled for a hearing on May 16, 2007. The stated intention of Fox Communities Credit Union has been to foreclose its first mortgage on the Athletica property as soon as possible.

After that motion was filed and scheduled for hearing, Weinberger's proposal was advanced. The first time anyone from the City was aware of this proposal was Thursday, May 10, 2007. Since this proposal affected the potential closing of Athletica, it was decided that a Special Common Council meeting would be scheduled for May 15, 2007. As the terms of the Weinberger proposal were being provided to the City, he was also negotiating with the Fox Communities Credit

Union. On May 11, 2007, the attorney representing the bank informed the City that she had rescheduled the motion to close Athletica to May 29, 2007. Fox Communities Credit Union agreed to continue funding the shortfall in operations and delay filing any foreclosure until the motion could be heard. The purpose of the adjournment was to allow the bank additional time to evaluate the Weinberger proposal, and for the City to make a decision on the proposal set forth in the attached letter. The receiver cannot sell the Athletica property to Mr. Weinberger's group unless there is a deal with the City on the treatment of its mortgage. The postponement also provided the opportunity to the City to defer this issue from the Special Common Council meeting to the regularly scheduled meeting of May 21, 2007. All the supporting documentation would be available and would be provided in the Council packet.

Mr. Weinberber claims that he has solicited and received commitments from members of Athletica to contribute money to purchase the facility and the operations from the receiver. As far as the City is aware, as of the writing of this memo, Fox Communities Credit Union was insisting on being paid a net amount of \$775,000. Mr. Weinberger claims he will have commitments from Athletica members to cover about \$400,000 of the funds required. He expects the balance to come from larger investors or his bank, based in his credit. Weinberger is negotiating with Fox Communities Credit Union on the purchase price, as his offer was for a gross purchase price of \$775,000 and was to include all equipment located at Athletica, some of which is leased, with the net to Fox Communities Credit Union being up to \$50,000 less than the credit union has said it would accept for a release of its mortgage and security interest.

At the May 21, 2007 Common Council meeting, you are asked to evaluate the Weinberger proposal. In essence, there are four things you can do:

1. You can approve the proposal.
2. You can reject the proposal.
3. You can by majority vote make any counter-offer to Weinberger.
4. You can make a parliamentary move to defer action.

Each of these actions has ramification that will be explained below.

APPROVAL OF THE PROPOSAL

The advantage of this action is that it gives the City the best opportunity to protect as much of Athletica as is possible. The Credit Union is at the point where they will no longer advance any money to continue the operation of Athletica. If Athletica closes, it is almost a certainty that its value will diminish. The Credit Union will foreclose its mortgage, ultimately extinguishing the City's mortgage. This also results in the discontinuation of use of the facility by its members, many of whom are Menasha residents.

The disadvantage of this proposal is that it discounts the City's mortgage and limits the length of time the mortgage is in effect.

REJECTION OF THE PROPOSAL

This will result in the receiver's motion to close Athletica being considered by the Court. Unless the City is willing to feed the operations (estimated at \$15,000 - \$20,000 per month), the motion will be granted. The next step will be the foreclosure and the extinguishing of the City mortgage.

COUNTER – OFFER TO THE PROPOSAL

This would result in a signal that the City might be willing to accept a similar deal. There is no guarantee that Weinberger will accept any counters, nor that the Credit Union will further defer its intent to close by advancing more operational money. The first oral discussion contained a longer term for the mortgage to survive. This was reduced in the written offer. Weinberger has verbally told the City he does not want to "sweeten" the offer.

PARLIAMENTARY DELAY

This would be a signal that the City has no interest in the Weinberger proposal and would amount to a rejection. It would also be a signal that the Common Council is unwilling to make difficult decisions.

Although, the offer is far from ideal, it is the only offer received by anyone that keeps Athletica open and retains some level of security for the City. Businesses fail every day. Some of them have been involved with or have received development assistance from municipalities. As unfortunate and annoying as that is, decisions need to be made that protect the best interests of the City. The Weinberger proposal does contain an element of certainty. That uncertainty could favor or disadvantage the City. What is certain is that all other options will result in the certainty of Athletica closing and the ultimate extinguishment of the mortgage.

May 11, 2007

Mayor Joseph Laux
City of Menasha
140 Main Street
Menasha, WI 54952

Re: Athletica Fitness

Dear Mayor Laux:

On behalf of an investor group (the "Investors") that plans to attempt to purchase the Athletica facility, the adjacent clubhouse facility (together, the "Real Estate") and all personal property and other assets used in the operation of Athletica (the "Assets"), I wish to present the City of Menasha with a proposal by which the City's mortgage upon the Athletica facility would remain in place in modified form and on modified terms. Any agreement with the City in this regard would obviously be subject to successful negotiation and closing of the purchase of the Real Estate and the Assets.

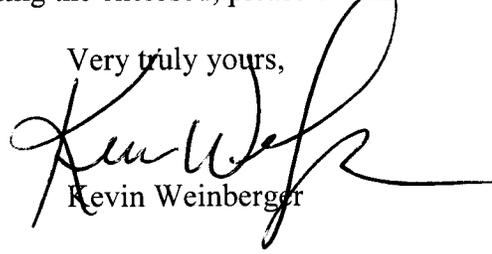
The Investors would agree to either allow the current mortgage to stay in place in amended form or execute a new mortgage in favor of the City. The amount of the mortgage would be One Million Dollars (\$1,000,000) and would be payable in full upon the sale of the Real Estate, whether that sale is conventional or forced. The term of the mortgage would not exceed ten (5) years. There is no debt service to be paid on the mortgage and no interest would accrue. Instead, the mortgage would exist to secure payment of a part of the costs invested by the City in the construction related costs of the Athletica facility (the City having invested approximately \$2,400,000 in the Athletica real estate). The mortgage obligations would be reduced by the sum of Seven Thousand Dollars (\$7,000) for each residential lot sold by the City (directly or through its agents) in the Lake Park Villas subdivision. No credit shall be given for the sale of any commercial lot sold in that subdivision. If and when the sum of \$1,000,000 has been credited against the mortgage, the mortgage will be released.

The City will subordinate the mortgage to any mortgage lenders providing secured financing to Athletica in the future may wish to record against the Real Estate, provided the total outstanding obligation under the City mortgage and the proposed lender mortgage(s) debt does not exceed seventy percent (70%) of the fair market value of the Real Estate according to an agreed upon appraisal performed contemporaneously with the propose secured creditor financing.

I understand this proposal must be agreed to by the City Council and that the City would require its legal counsel to prepare appropriate documents to set forth the final terms of an agreement between the Investors and the City, which may include terms and conditions in addition to the general terms set forth in this letter. I would appreciate an indication from you, however, as to your willingness to promote this proposal at the next meeting of the City Council.

If you have any questions regarding the enclosed, please call me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Kevin Weinberger', written in a cursive style. The signature is positioned above the printed name.

Kevin Weinberger

Jeffrey S. Brandt

From: Rohan, Thomas V. [TRohan@dkattorneys.com]
Sent: Thursday, May 17, 2007 12:13 PM
To: Jeffrey S. Brandt
Subject: FW: Athletica
Importance: High

Jeff,

I believe this is the information/confirmation you were looking for from BLG. Let me know if you have any questions about it. Thanks.

Davis & Kuelthau, s.c.

ATTORNEYS AT LAW

Thomas V. Rohan
 Attorney

DIRECT DIAL: 920-431-2243
 DIRECT FAX: 920-431-2283

318 South Washington Street
 Suite 300
 Green Bay, WI 54301
 trohan@dkattorneys.com
 www.dkattorneys.com

DOWNLOAD V-CARD

From: Patricia M. Gibeault [mailto:PGibeault@axley.com]
Sent: Thursday, May 17, 2007 1:11 PM
To: Rohan, Thomas V.; Mike Polsky; CJ Murray
Cc: David Coggins
Subject: FW: Athletica
Importance: High

BLG has obtained approval to consent to a sale of the Athletica assets (including the building it occupies and the leased equipment) at a sale price of \$775,000 plus splitting the cost of the leases (estimated cost \$55,000, but reduced buyouts may be able to be negotiated) with Mr.. Weinberger. I just spoke with Mr. Weinberger and he has agreed to the price. As you know, I can not contact the mayor, so I ask you to convey this information to him. I did inquire as to the status of financing, and Mr. Weinberger indicated he was in North Carolina but had meetings scheduled for Monday and Tuesday of next week relating to the financing.

From: Patricia Foster [mailto:pfoster@bcblaw.net]
Sent: Thursday, May 17, 2007 9:41 AM
To: Mike Polsky; Patricia M. Gibeault
Cc: CJ Murray
Subject: Athletica
Importance: High

5/17/2007



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Common Council
FROM: Jeff Brandt JSB
SUBJECT: Sale of Wisco's remaining assets
DATE: May 16, 2007

Included is a motion of the Wisco receiver to sell the remaining assets of Wisco for \$3,910,000. The Credit Union and the receiver are asking the City to forego any marshalling of assets argument it may have to facilitate the sale of Athletica and the remaining Wisco assets.

Marshalling of assets is an attempt to demonstrate to the Court that although there are insufficient values in one piece of a debtor's property to cover all the debt, there are additional assets from other property that should be looked to satisfy the obligations. The City has been informed by the attorney for the Credit Union that a conservative estimate of the value realized after selling all the assets will be a deficit to the bank of approximately \$235,000. It is difficult to determine that number with more precision until the receivership is close to expiration. At this point, there is nothing to suggest that there will be any additional money available for the City. The Credit Union does have personal guarantees from many of the individuals involved in Wisco. Personal guarantees are not available in any marshalling argument.

As the last piece in the puzzle of moving from Wisco developing and marketing, the City should forego the marshalling argument. This will be the direction our attorney, Tom Rohan will follow unless the Common Council determines otherwise and approves spending additional funds chasing a remedy unlikely to result in any recovery.

The only option not discussed in the various memos included in the packet would be an attempt by the City to purchase Athletica and its assets from Fox Communities Credit Union. That option has been investigated and the Credit Union has never been willing to offer to the City that it would discount its mortgage in any meaningful amount. The result of any effort by the City to purchase Athletica would be an increase that the City investment in Athletica. That would include the construction amount, the purchase price, and all money necessary to fund the continued operations. It would then no longer be a tax-paying property. Ultimately, any subsequent sale would have to include these additional amounts plus the lost tax revenue.

STATE OF WISCONSIN

CIRCUIT COURT

CALUMET COUNTY

FOX COMMUNITIES CREDIT UNION

Plaintiff,

v.

Case No. 06CV302/303

WISCO ENTERPRISES LLP
CITY OF MENASHA
THOMAS J. AMACK
LORENA H. AMACK
LARSU INC.
JOHNSON PROPERTIES LTD.
GEORGETTE JOHNSON
JUDITH M. JOHNSON
KIM M. JOHNSON
KEVIN R. JOHNSON
ROYCE A. JOHNSON
SUSAN C. JOHNSON

Other Debtor Actions: 30304

JOINT ADMINISTRATION

Defendants.

FOX COMMUNITIES CREDIT UNION

Plaintiff,

v.

ATHLETICA FITNESS LLC
WISCO ENTERPRISES LLP
THOMAS J. AMACK
LARSU INC.
JOHNSON PROPERTIES LTD.
KIM M. JOHNSON
KEVIN R. JOHNSON

Defendants.

NOTICE OF HEARING

TO: ALL CREDITORS AND PARTIES-IN-INTEREST

PLEASE TAKE NOTICE that on **Tuesday, May 29, 2007 at 9:30 a.m., Central Time**, or as soon thereafter as counsel can be heard, a hearing will be held before the Honorable Donald Poppy in his courtroom, Calumet County Courthouse, 206 Court Street, Chilton, Wisconsin 53014, on the Receiver's Motion to Sell Real Estate and Personal Property Free and Clear of All Liens, Claims and Encumbrances and for Authority to

Disburse the Sale Proceeds (the "Real Estate Sale Motion"). A copy of the Real Estate Sale Motion is attached.

If you do not want the Court to approve the Real Estate Sale Motion, or if you want the Court to consider your view on the Real Estate Sale Motion, you or your attorney must:

▶ **File a written Objection to the Real Estate Sale Motion on or before 4:30 p.m. on Friday, May 25, 2007, explaining the factual and legal basis for your position, at the following address:**

Honorable Donald Poppy
Calumet County Courthouse
206 Court Street
Chilton, Wisconsin 53014

▶ **Mail, fax or e-mail a copy of your Objection so that it is received no later than 5:00 p.m. on May 25, 2007, to:**

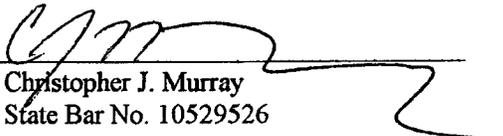
Michael S. Polsky, Esq., Receiver
Beck, Chaet, Bamberger & Polsky, S.C.
Two Plaza East, Suite 1085
330 East Kilbourn Avenue
Milwaukee, WI 53202
Tel: (414)273-4200
Fax: (414)273-7786
E-mail: mpolsky@bcblaw.net

▶ **Appear and explain your position at the hearing to be held before the Honorable Donald Poppy, Tuesday, May 29, 2007 at 9:30 a.m. Central Time.**

If you or your attorney do not take these steps, the court may decide that you do not oppose the Real Estate Sale Motion and may enter an Order granting the relief which has been requested.

Dated this 8 day of May, 2007.

BECK, CHAET, BAMBERGER & POLSKY, S.C.
Attorneys for Michael S. Polsky
Chapter 128 Receiver

By: 
Christopher J. Murray
State Bar No. 10529526

P.O. Address:
BECK, CHAET, BAMBERGER & POLSKY, S.C.
Two Plaza East, Suite 1085
330 East Kilbourn Avenue
Milwaukee, WI 53202
(414) 273-4200

FOX COMMUNITIES CREDIT UNION

Plaintiff,

v.

Case No. 06CV302/303

WISCO ENTERPRISES LLP
CITY OF MENASHA
THOMAS J. AMACK
LORENA H. AMACK
LARSU INC.
JOHNSON PROPERTIES LTD.
GEORGETTE JOHNSON
JUDITH M. JOHNSON
KIM M. JOHNSON
KEVIN R. JOHNSON
ROYCE A. JOHNSON
SUSAN C. JOHNSON

Other Debtor Actions: 30304

JOINT ADMINISTRATION

Defendants.

FOX COMMUNITIES CREDIT UNION

Plaintiff,

v.

ATHLETICA FITNESS LLC
WISCO ENTERPRISES LLP
THOMAS J. AMACK
LARSU INC.
JOHNSON PROPERTIES LTD.
KIM M. JOHNSON
KEVIN R. JOHNSON

Defendants.

**RECEIVER'S MOTION TO SELL REAL ESTATE AND PERSONAL PROPERTY
FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES
AND FOR AUTHORITY TO DISBURSE THE SALE PROCEEDS**

Michael S. Polsky, Esq., Chapter 128 Receiver for Wisco Enterprises, LLP and Athletica Fitness, LLC (collectively, "Wisco"), by his attorneys, Beck, Chact, Bamberger & Polsky, S.C., hereby moves the Court for

authority to sell the real estate and personal property described below free and clear of all liens, claims and encumbrances, and to disburse the sale proceeds (the "Real Estate Sale Motion"). In support of the Real Estate Sale Motion, the Receiver alleges as follows.

BACKGROUND

1. On January 3, 2007, two Orders were entered in these proceedings appointing Michael S. Polsky, Esq. (the "Receiver") as Receiver of Wisco pursuant to Chapter 128 of the Wisconsin Statutes.

2. Wisco is the owner of the real estate and personal property listed on the attached Exhibit A (the "Real and Personal Property").

3. Subject to Court approval, JLKP Investments, LLC and/or Assigns ("JLKP") has entered into a Commercial Offer to Purchase the Real and Personal Property from the Receiver for the amount of \$3,910,000 (the "Offer"). The Offer was subject to certain contingencies, but those contingencies have been waived and the only remaining contingency in the Offer is Court approval of the proposed sale.

4. The members of JLKP have never been owners or employees of Wisco.

5. The Real Property consists of numerous vacant residential lots, a building currently operated as a day care center and a building previously occupied by a restaurant.

6. A portion of the Real Property listed on Exhibit A was previously listed for sale by representatives of Wisco.

7. Individuals and/or entities who expressed an interest in purchasing the Real and Personal Property were contacted by the Receiver or representatives of Wisco.

8. The Receiver will continue to accept offers on the Real and Personal Property until the hearing on the Real Estate Sale Motion. The Receiver has retained the right to terminate the Offer if the Receiver is presented with a higher offer for the Real and Personal Property prior to the hearing on the Real Estate Sale Motion. In addition, JLKP has the right to increase the purchase price in the Offer until the hearing on the Real Estate Sale Motion.

9. The closing of the sale of the Real and Personal Property is scheduled to occur within five (5) business days after entry of a Court Order approving the Offer.

10. Notice of the Real Estate Sale Motion is being sent to all creditors, employees of Wisco and parties-in-interest in this matter and all parties who have expressed an interest in the Real and Personal Property.

11. Fox Communities Credit Union has a properly perfected first priority mortgage and security interest in the Real and Personal Property and has consented to the sale of the Real and Personal Property.

12. Various construction liens have been asserted against Wisco's real estate that are subordinate to the position of Fox Communities Credit Union. No payment to any construction lien claimant will be made from the proceeds of the sale of the Real and Personal Property.

13. Under the circumstances, the Receiver believes that approval of the sale of the Real and Personal Property is in the best interest of Wisco's creditors and recommends approval of said Offer.

14. The Receiver requests authority to pay the following from the closing proceeds of the sale of the Real and Personal Property:

A. All outstanding real estate and personal property taxes and outstanding special assessments which encumber title to the Real and Personal Property;

B. The necessary closing costs and expenses and all customary prorations; and

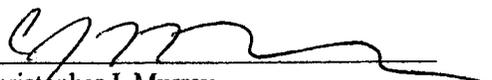
C. Fox Communities Credit Union, the remainder of the sale proceeds in partial satisfaction of its secured claim in this matter.

15. **The Real Estate Sale Motion contains a summary of the terms of the Offer. To the extent anything contained in this Real Estate Sale Motion is inconsistent with the terms of the Offer, the provisions of the Offer are controlling. In addition, not all of the specific terms of the Offer are described in the Real Estate Sale Motion. In the event any party-in-interest has any questions regarding the offer, please contact the Receiver for more information.**

WHEREFORE, the Receiver requests that the Court approve the sale of the Real and Personal Property pursuant to the terms of the Offer free and clear of all liens, claims and encumbrances, including, but not limited to the mortgage in favor of Fox Communities Credit Union and any construction liens, with any and all liens, claims and encumbrances attaching to the proceeds of the sale in the same priority as they existed prior to the closing of the sale.

Dated this 8 day of May, 2007.

BECK, CHAET, BAMBERGER & POLSKY, S.C.
Attorneys for Michael S. Polsky
Chapter 128 Receiver

By: 
Christopher J. Murray
State Bar No. 10529526

P.O. Address

BECK, CHAET, BAMBERGER & POLSKY, S.C.
Two Plaza East, Suite 1085
330 E. Kilbourn Avenue
Milwaukee, WI 53202
(414) 273-4200: Tel
(414) 273-7786: Fax

The Vault Lounge & Casual Fine Dining

Monday, May 7, 2007

Mayor Joe Laux
City of Menasha Common Council
140 Main Street
Menasha, WI 54952

Dear Mayor Joe,

The Vault Lounge is asking permission to serve alcoholic beverages on our back patio at 175 Main Street from May 22nd through November 15th, 2007.

The Vault Lounge is looking forward to serving Downtown Menasha. We are quite confident that The Vault Lounge will be a tremendous asset and attraction to the downtown area. We feel our outdoor dining facility will be a big part of that attraction.

We are looking forward to a spectacular summer season and year here in Menasha, as well as your support.

Thank you for your time and consideration.

Sincerely,



Chris Donner
Owner

The Vault Lounge, LLC

ORDINANCE O - 9 - 07

AN ORDINANCE RELATING TO MAYORAL SALARY

Introduced by Alderman Michalkiewicz

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

SECTION 1: Sec. 2-2-9 (f) is repealed and recreated to read:

- f. The salary of the Mayor shall be \$65,800 commencing on the third Tuesday of April 2008; \$67,600 commencing on the third Tuesday of April 2009; and \$69,500 commencing on the third Tuesday of April 2010; and \$71,400 commencing on the third Tuesday of April 2011.

SECTION 2: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

Attorney's Note: This is a 2.75% increase for each year rounded to the nearest \$100.

ORDINANCE O - 10 - 07

AN ORDINANCE RELATING TO PARK REGULATIONS

Introduced by Alderman Eckstein

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

SECTION 1: Sec. 12 – 1 – 1 is amended to read as follows:

- (3) Pets. Subject to the exceptions below, dogs, cats or other pets are prohibited in all City parks, unless permitted by the Parks and Recreation Board.
- a. Animals specifically trained to assist the disabled.
 - b. Dogs, cats or other pets owned by Marina renters or their guests are permitted in the fenced-in area of the Menasha Marina.
 - c. Dogs, cats or other pets are allowed on the Friendship Trail, Kargus Drive and at the grandstands of the ballparks in Jefferson Park provided they are on a leash not more than seven feet long that is not retractable. The owner must also comply with sec. 7 – 1 – 10 relating to animal feces.
 - d. Dogs, cats or other pets are allowed on the at the grandstands of the ballparks in Koslo Park provided they are on a leash not more than seven feet long that is not retractable. The owner must also comply with sec. 7 – 1 – 10 relating to animal feces.
 - e. Dogs, cats or other pets are allowed on the sidewalks of any other parks provided they are on a leash not less than six feet long that is not retractable. The owner must also comply with sec. 7 – 1 – 10 relating to animal feces.

SECTION 2: Sec. 12 – 1 – 14(b) (1) is repealed and recreated to read as follows:

- (b) Sec. 12 – 1 – 14 (a) shall not apply to:
(1) Domestic animals on leashes are allowed on trails.

SECTION 3: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____ 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Common Council

FROM: Jeff Brandt

SUBJECT: Local Government Property Insurance Fund

DATE: May 15, 2007

R – 12 – 07 is a Resolution continuing the City's participation in the State of Wisconsin Local Government Property Insurance Fund. I have attached the e-mail from Sue Hoffman explaining why this is currently necessary.

LGPIF covers all City buildings and contents and open property such as fences, playground equipment, contractors' equipment and the like. The annual premium is \$15,311. We have had this reviewed by CVMIC and McClone several times over the 20 years that Brenda and I have been here. It is always recommended that we continue with this program due to the very favorable premiums.

RESOLUTION R - 12 - 07

RESOLUTION AUTHORIZING THE CITY OF MENASHA'S PARTICIPATION IN
THE LOCAL GOVERNMENT PROPERTY INSURANCE FUND

Introduced by Mayor Laux

WHEREAS, the City of Menasha has for many years participated in the State of Wisconsin Local Government Property Insurance Fund ; and

WHEREAS, sec. 605.21 requires the local governmental unit that desires to participate in the State of Wisconsin Local Government Property Insurance Fund to pass a Resolution authorizing such participation; and

WHEREAS, the State of Wisconsin has requested all participating local governments to approve and forward to the State an updated Resolution authorizing the participation.

NOW THEREFORE, BE IT RESOLVED, that the City of Menasha Common Council with the Mayor concurring elect to continue to participate in the State of Wisconsin Local Government Property Insurance Fund for all its buildings and property, pursuant to sec. 605 Wis. Stats., and amendments, thereto; and

BE IT FURTHER RESOLVED that the City Clerk shall forward a copy of this Resolution to the State of Wisconsin Local Government Property Insurance Fund.

Passed and approved this ___ day of _____, 2007.

Joseph F. Laux, Mayor

Deborah A. Galeazzi, City Clerk

Brenda Taubel

From: Sue Hoffman [sus2380@asugroup.com]
Sent: Friday, May 11, 2007 10:59 AM
To: Sue Hoffman
Subject: LGPIF - New Resolutions



41-015
Resolution.doc (34 KE)

An audit performed OCI determined that many of the resolutions on file for LGPIF insureds are incorrect, out of date, not complete, etc.

Therefore, the State has requested that correct resolutions be obtained for the file. If you have not submitted a Resolution to us in the last year, please re-submit the form.

Please resolve (at a future meeting), that from (date of meeting), the buildings and other property belonging to the (name of entity) be insured in the Local Government Property Fund, under Chapter 605, Wis. Stats., and amendments thereto.... as per the attached form.

We appreciate your assistance in this matter.

Sue Hoffman
Policy Services Supervisor
The ASU Group/LGPIF
7633 Ganser Way
Madison, WI 53719

608-821-1185 phone
877-832-0122 fax
877-229-0009 toll free phone

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Brenda Taubel

From: Sue Hoffman [sus2380@asugroup.com]
Sent: Friday, May 11, 2007 11:37 AM
To: Sue Hoffman
Subject: Resolutions - explanation

As I am receiving so many calls, I want to add to my last email.

- 1) Nothing needs to go on the lines in the middle of the resolution form (it's a State form and we can't change it).
- 2) Everyone was required to complete a resolution to join the Fund initially. Most of these forms are wrong/outdated/expired.
- 3) You do not need to return a list of your properties. As all property you choose to insure, is already on file with the State, we do not need another copy.
- 4) At your next meeting (or the one after), just pass a new resolution to have your insurance with the Fund, Sign the form and return to us.

Thanks for your help.

Sue

Sue Hoffman
Policy Services Supervisor
The ASU Group/LGPIF
7633 Ganser Way
Madison, WI 53719

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CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 5/10/07-5/17/07 Checks # 12397-12585	\$ 242,516.16
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Payroll Checks for 5/10/07-5/17/07 Checks # 32003-32236	<u>140,657.90</u>
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Total	\$ 383,174.06
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**Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Marshall & Ilsley Trust Company-Flexible Spending & Dependent Care

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

USCM Payroll Processing-Deferred Compensation

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

Date: Thursday, May 10, 2007
 Time: 10:41AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01555 AMERICAN CONCRETE PIPE COMPANY	91445	31100	54	10-134-300	2,520.00	RISER RINGS FOR CATCHBASINS
	Check Date 5/10/2007	Check Nbr	012397		Check Total:	2,520.00
01630 AMERICAN RED CROSS OF NEENAH-	1577	31731	54	10-149-337	32.00	FIRST AID COURSE
	1577	31100	55	07-202-337	24.00	FIRST AID COURSE
	1578	31731	54	10-149-337	64.00	CPR/AED COURSE
	1578	31100	55	07-202-337	16.00	CPR/AED COURSE
	Check Date 5/10/2007	Check Nbr	012398		Check Total:	136.00
01675 AMT	051007	31100	21	04-299-022	150.00	WAGE ASSIGNMENT
	Check Date 5/10/2007	Check Nbr	012399		Check Total:	150.00
01745 APPLETON HYDRAULIC COMPONENTS	14417	31731	54	10-149-294	480.00	INSPECT HYDRAULIC CYLINDER
	Check Date 5/10/2007	Check Nbr	012400		Check Total:	480.00
01755 APPLETON RADIATOR INC	6460	31731	54	10-149-294	42.00	CLEAN AND TEST UNIT 1335
	Check Date 5/10/2007	Check Nbr	012401		Check Total:	42.00
01775 CITY OF APPLETON	165582	31100	51	02-117-292	39.13	ABSENT VOTER PUBLICATION
	Check Date 5/10/2007	Check Nbr	012402		Check Total:	39.13
01790 ARING EQUIPMENT CO INC	354973	31731	54	10-149-383	21.94	BULB
	Check Date 5/10/2007	Check Nbr	012403		Check Total:	21.94
02040 BADGER HIGHWAYS CO INC	134992	31482	54	10-124-821	86.72	SALT SHED
	Check Date 5/10/2007	Check Nbr	012404		Check Total:	86.72
02335 BECK ELECTRIC INC	D113	31100	55	07-202-240	221.18	BULBS FOR FOUNTAINS
	Check Date 5/10/2007	Check Nbr	012405		Check Total:	221.18

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02630 LARRY BONNEVILLE	042707	31100	52	08-101-191	1,050.00	TUITION REIMBURSEMENT
	Check Date 5/10/2007	Check Nbr	012406		Check Total:	1,050.00
02675 BOUWER PRINTING INC	70782	31100	52	08-101-291	218.50	CRIME VICTIM INFORMATION FORMS
	Check Date 5/10/2007	Check Nbr	012407		Check Total:	218.50
02780 BRUCE MUNICIPAL EQUIPMENT INC	5071340	31731	54	10-149-383	87.43	HYD OIL FILTER
	Check Date 5/10/2007	Check Nbr	012408		Check Total:	87.43
02815 SYLVIA BULL	050107	31100	53	09-212-331	71.54	MILEAGE
	Check Date 5/10/2007	Check Nbr	012409		Check Total:	71.54
03490 CLEAR WATER CAR WASH	1739	31100	52	08-101-295	16.48	CAR WASHES
	Check Date 5/10/2007	Check Nbr	012410		Check Total:	16.48
03667 CONNECTING CULTURES INTERPRETG	1928	31100	53	09-102-215	7.50	TRANSLATION XENG XIONG
	Check Date 5/10/2007	Check Nbr	012411		Check Total:	7.50
03737 COVER-ALL OF WISCONSIN LLC	2006-09(Final)	31482	54	10-124-822	16,658.26	ROAD SALT STORAGE FACILITY
	Check Date 5/10/2007	Check Nbr	012412		Check Total:	16,658.26
04125 DAVIES WATER #1476	0003340	31100	54	10-134-300	352.00	CATCH BASIN CASTING
	0003338	31201	54	10-301-300	195.00	SANITARY MANHOLE SEAL
	0003648	31100	54	10-134-300	429.68	CATCH BASIN CASTING
	Check Date 5/10/2007	Check Nbr	012413		Check Total:	976.68
04135 DAVIS & KUELTHAU SC	279147	31100	51	02-103-211	1,175.00	PROFESSIONAL SVCS-WISCO
	Check Date 5/10/2007	Check Nbr	012414		Check Total:	1,175.00

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04450 DWD-UI	19402	31100	51	04-107-162	707.85	ASSESSOR
	19402	31100	55	10-215-162	3,520.01	BRIDGES
	Check Date	5/10/2007	Check Nbr	012415	Check Total:	4,227.86
05200 ENTERPRISE SYSTEMS GROUP	0017278-IN	31100	51	04-109-214	216.00	SERVICE ON DVR VIDEO
	Check Date	5/10/2007	Check Nbr	012416	Check Total:	216.00
05202 RUTH ERICKSON	050907	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	Check Date	5/10/2007	Check Nbr	012417	Check Total:	675.00
06115 FERRELLGAS	1015557056	31731	54	10-149-300	43.91	LIQUEFIED PETROLEUM GAS
	Check Date	5/10/2007	Check Nbr	012418	Check Total:	43.91
06225 FIRST SUPPLY LLC	6775636-00	31100	55	07-202-240	36.57	CLOVIS PARK WATER VALVE
	Check Date	5/10/2007	Check Nbr	012419	Check Total:	36.57
06625 FOX VALLEY TRUCK	475156	31731	54	10-149-383	17.34	CLAMPS
	475159	31731	54	10-149-383	26.43	CLAMP
	Check Date	5/10/2007	Check Nbr	012420	Check Total:	43.77
07130 GE CHEMICAL	3314	31731	54	10-149-242	345.89	WASHER PARTS
	Check Date	5/10/2007	Check Nbr	012421	Check Total:	345.89
07140 CANDACE GEHL	050407	31100	22	04-101-000	13.00	REMOVAL FROM PROGRAM
	Check Date	5/10/2007	Check Nbr	012422	Check Total:	13.00
07443 GREAT LAKES SPECIALTY PRODUCTS	614516	31100	55	07-202-822	1,796.24	SIGN/BARKER FARM PARK
	Check Date	5/10/2007	Check Nbr	012423	Check Total:	1,796.24

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08292 LAVERNE HELEIN	043007	31100	21	04-269-000	5.00	REIMBURSE CANCELLED BUS TRIP
	Check Date 5/10/2007	Check Nbr	012424		Check Total:	5.00
08465 HOME DEPOT CREDIT SERVICES	4561273	31100	51	10-115-300	9.76	RATCHET/SCREW DRIVER/SCREW HDS
	3992461	31100	51	10-115-240	14.68	FIRE EXTINGUISHER DOOR REPAIR
	Check Date 5/10/2007	Check Nbr	012425		Check Total:	24.44
09105 INDEPENDENT INSPECTIONS LTD	16195	31100	52	03-301-216	8,108.38	APRIL 2007 PERMITS ISSUED
	Check Date 5/10/2007	Check Nbr	012426		Check Total:	8,108.38
09290 INTERSTATE BATTERY OF GREEN BA	90036880	31731	54	10-149-383	159.90	STOCK FOR SQUAD TRUNKS
	90036990	31731	54	10-149-383	57.60	STOCK BATTERIES
	Check Date 5/10/2007	Check Nbr	012427		Check Total:	217.50
10030 J&J ELECTRONICS OF APPLETON IN	700206	31731	54	10-149-294	22.65	CAP KIT
	Check Date 5/10/2007	Check Nbr	012428		Check Total:	22.65
10230 JOHN'S SAW SERVICE	7984	31731	54	10-149-383	65.93	ELASTO START/AUTOCUT
	7987	31731	54	10-149-383	2.39	STARTER
	Check Date 5/10/2007	Check Nbr	012429		Check Total:	68.32
10335 JX ENTERPRISES INC	D271070015	31731	54	10-149-383	54.52	WINDSHIELD WASHER NOZZLE
	Check Date 5/10/2007	Check Nbr	012430		Check Total:	54.52

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11155 KITZ & PFEIL INC	032103-0007	31731	54	10-149-383	5.05	AIRFILTER CARTRIDGE
	032114-0062	31731	54	10-149-383	14.39	NYLON ROPE
	032114-0127	31100	55	07-202-240	44.98	BOLTS FOR BRIDGE PEANUT ISLAND
	032114-0133	31100	54	10-304-300	15.25	TWINE/SNAPBLADE KNIFE
	032314-0005	31100	53	09-212-240	5.38	CONNECTOR
	032314-0012	31100	55	07-202-240	8.99	HARDWARE SHELTER REPAIR
	032314-0052	31100	54	10-111-300	1.57	INSTRUMENT BATTERY FUSE
	032614-0028	31100	51	10-115-300	8.08	ASSESSOR AREA SHELF
	032614-0090	31201	54	10-301-300	8.62	RAIN GAUGE
	032614-0155	31100	53	09-212-313	7.27	CORNER IRONS
	032709-0002	31100	55	07-202-240	11.37	REPAIRS/SMITH/JEFFERSON SHELTR
	032714-0015	31100	55	07-202-300	15.28	CABLE TIES FOR FENCING
	032714-0067	31100	55	07-202-240	2.04	REPLACE OUTLETS JEFFERSON PARK
	032714-0107	31100	55	07-202-243	8.09	REPAIR TO PICNIC BENCHES
	032803-0006	31731	54	10-149-383	9.30	AIR FILTERS
	032814-0065	31207	55	07-205-300	19.78	ROPE FOR MARINA
	032814-0092	31100	55	07-202-313	2.51	PINE SOL CLEANER
	032814-0123	31100	54	10-131-300	5.38	SIGN SHOP
	032914-0007	31100	54	10-124-300	8.00	ENAMEL
	032914-0007	31731	54	10-149-240	6.90	SPRAY PAINT
	032914-0059	31100	52	08-101-240	3.46	FLOOR SCREWS
	033003-0019	31731	54	10-149-383	15.73	SMITH PARK EDGER/STOCK
	040203-0014	31731	54	10-149-383	14.96	AIR FILTER
	040214-0100	31100	53	09-212-240	4.94	GRILL WALL ATTACHMENT
	040314-0015	31100	55	07-202-240	14.83	REPAIRS/JEFFERSON
	040314-0066	31100	52	08-101-240	3.99	PD FLOOR EDGE
	040314-0105	31731	54	10-149-300	14.39	BLADE SHARPENER
	040420-0033	31100	55	07-202-315	53.97	HEATER/KOSLO RESTROOMS
	040409-0006	31100	55	07-202-300	17.09	SAWS ALL BLADES
	040414-0044	31100	51	02-117-243	15.06	LIGHT BULBS/VOTING BOOTHS
	040514-0013	31100	51	10-115-240	35.55	SCREWS
	040514-0013	31100	53	09-102-240	2.31	ROPE/FLAG POLE
040514-0114	31731	54	10-149-383	2.99	PIPE WRAP	

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	040514-0130	31100	55	07-202-240	42.79	FIX RESTROOM END OF BROAD ST
	040514-0137	31100	55	07-202-315	36.98	HEATER/CORD CONCESSION BATHROM
	040614-0009	31100	55	07-202-313	21.20	SUPPLIES/VANDALISM REMOVAL
	041003-0012	31731	54	10-149-383	63.25	FILTER/STOCK
	041014-0008	31100	55	07-202-240	1.17	FIX FENCE/JEFFERSON
	041203-0002	31731	54	10-149-383	4.94	AIR FILTER
	041209-0025	31100	51	10-115-300	16.18	FLAG CLIPS/SCREWS
	041209-0038	31100	53	09-102-240	0.92	WEATHER STRIP SCREWS
	041314-0102	31100	55	07-202-240	2.84	REPAIRS AT KOSLO PARK
	041314-0123	31201	54	10-301-300	2.58	LIFT STATION KEYS
	041614-0035	31100	55	07-202-240	24.29	SCREWS TO ATTACH BUMPER EDGE
	041703-0003	31731	54	10-149-383	16.64	STOCK
	041714-0011	31482	54	10-124-821	5.39	SALT SHED/RECIPRO BLADE
	041714-0019	31100	54	10-131-300	57.28	NUTS/BOLTS
	041714-0127	31731	54	10-149-383	12.22	TRUCK PAD WASHERS
	041714-0147	31100	55	07-202-240	1.61	FLUX FOR INVENTORY
	041814-0006	31100	54	10-304-300	18.87	TWINE
	041814-0009	31100	54	10-304-300	-4.87	RETURNED TWINE
	041903-0023	31731	54	10-149-383	4.24	PAWL
	041914-0033	31100	51	10-115-300	13.49	BLEACH/BATTERY
	042009-0015	31100	55	07-202-240	4.32	HARDWARE/JEFFERSON PAVILION
	042014-0172	31731	54	10-149-242	2.06	STEAMER COUPLER
Check Date	5/10/2007	Check Nbr	012435		Check Total:	755.89
12020 LA FORCE	434057RI	31100	51	10-115-240	84.50	FUSIBLE LINKS/DOOR CLOSURE
Check Date	5/10/2007	Check Nbr	012436		Check Total:	84.50
12035 CHERYL LAABS	050107	31100	53	09-102-331	23.77	MILEAGE
	050107	31100	53	09-118-331	5.82	MILEAGE
Check Date	5/10/2007	Check Nbr	012437		Check Total:	29.59

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12270 LEAGUE OF WISCONSIN MUNICIPAL	050407	31100	51	04-101-332	17.00	REGIONAL DINNER/S WISNESKI
	050407	31100	51	04-101-332	17.00	REGIONAL DINNER/J CHASE
	Check Date	5/10/2007	Check Nbr	012438	Check Total:	34.00
12442 LIFEGUARD MD INC	21577	31100	13	04-106-000	599.72	HEARTSTART SMART PADS
		Check Date	5/10/2007	Check Nbr	012439	Check Total:
13095 MARSHALL & ILSLEY TRUST CO	051007	31100	21	04-415-000	1,713.35	FLEX SPEND MEDICAL
	051007	31100	21	04-417-000	173.08	FLEX SPEND DEPENDENT CARE
	051007	31100	21	04-619-003	210.00	1035B MEDICAL REIMBURSEMENT
	Check Date	5/10/2007	Check Nbr	012440	Check Total:	2,096.43
13360 MENASHA ELECTRIC & WATER UTILI	042607	31100	12	04-399-000	6.71	TRAFFIC LIGHTS/RACINE/9TH
	042607	31100	54	10-131-223	188.23	TRAFFIC LIGHTS
	042607	31201	54	10-301-223	70.06	LIFT STATIONS
	042607	31100	55	07-202-223	480.60	PARKS
	042607	31100	55	07-202-223	12.44	PARKS
	042607	31100	55	07-202-225	61.73	PARKS
	Check Date	5/10/2007	Check Nbr	012441	Check Total:	819.77
13370 MENASHA EMPLOYEES CREDIT UNION	051007	31100	21	04-299-020	21,402.00	DEDUCTIONS
	Check Date	5/10/2007	Check Nbr	012442	Check Total:	21,402.00
13375 MENASHA EMPLOYEES LOCAL 1035	051007	31100	21	04-299-031	264.00	UNION DEDUCTIONS
	Check Date	5/10/2007	Check Nbr	012443	Check Total:	264.00
13377 MENASHA EMPLOYEES LOCAL 1035B	051007	31100	21	04-299-032	221.76	UNION DEDUCTIONS
	Check Date	5/10/2007	Check Nbr	012444	Check Total:	221.76

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13440 CITY OF MENASHA PUBLIC LIBRAR	050707	31100	55	06-101-311	60.10	PETTY CASH	
	050707	31100	55	06-101-311	45.07	PETTY CASH	
	050707	31100	55	06-101-311	4.20	PETTY CASH	
Check Date		5/10/2007	Check Nbr		012445	Check Total:	109.37
13445 MENASHA PUBLIC WORKS FACILITY	050807	31266	54	10-308-311	39.00	POSTAGE	
	Check Date		5/10/2007	Check Nbr		012446	Check Total:
13685 MINNESOTA MUTUAL LIFE INSURANC	JUNE 2007	31100	21	04-618-000	2,202.14	INSURANCE	
	Check Date		5/10/2007	Check Nbr		012447	Check Total:
13755 MORTON SAFETY	166312	31100	55	07-202-315	68.22	HEARING PROTECTION	
	166776	31731	54	10-149-300	39.87	RESPIRATOR MASK/FILTER	
	Check Date		5/10/2007	Check Nbr		012448	Check Total:
13870 PEGGY MURPHY	040207	31100	53	09-102-331	24.44	MILEAGE	
	040207	31100	53	09-102-331	21.24	MILEAGE	
	040207	31100	53	09-114-331	33.23	MILEAGE	
	040207	31100	53	09-114-331	7.00	MEALS	
	040207	31100	53	09-114-331	11.64	MILEAGE	
	Check Date		5/10/2007	Check Nbr		012449	Check Total:
14010 N&M AUTO SUPPLY	168044	31731	54	10-149-383	3.68	BRAKE LINE	
	168341	31731	54	10-149-383	13.54	HORN	
	167849	31731	54	10-149-383	8.88	OIL FILTERS	
	168106	31731	54	10-149-383	21.48	REPAIR KIT	
	168313	31731	54	10-149-383	13.54	HORN	
	168066	31731	54	10-149-383	19.90	CHAIN SAW SPARK PLUG	
	Check Date		5/10/2007	Check Nbr		012450	Check Total:

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
14265 SUSAN NETT	043007	31100	53	09-102-331	27.35	MILEAGE
	043007	31100	53	09-118-336	19.40	MILEAGE
	Check Date 5/10/2007	Check Nbr	012451		Check Total:	46.75
14385 NOFFKE LUMBER INC	070520504731	31482	54	10-124-821	99.78	TREATED PLYWOOD
		Check Date 5/10/2007	Check Nbr	012452	Check Total:	99.78
16025 PACKER CITY INTERNATIONAL	3271030020	31731	54	10-149-383	26.64	HYDRAULIC FILTER
	3271030019	31731	54	10-149-383	43.92	AIR FILT
	3271010044	31731	54	10-149-383	117.41	AIR FILT/LUBEFILT/ELEMENT
	3271070029	31731	54	10-149-383	56.92	AIR FILTER/LUBE FILTERS
	Check Date 5/10/2007	Check Nbr	012453	Check Total:	244.89	
16300 PIGGLY WIGGLY #24	042607	31827	53	09-212-300	15.77	PARTY SUPPLIES
		Check Date 5/10/2007	Check Nbr	012454	Check Total:	15.77
16465 POSTAL ANNEX	111832	31100	51	04-106-311	19.43	FINANCE
	111944	31100	52	08-101-311	6.58	POLICE
	112211	31100	53	09-103-311	57.95	HEALTH DEPT
	112559	31100	52	08-101-311	8.71	POLICE
	112644	31100	54	10-131-311	22.96	PWF
	Check Date 5/10/2007	Check Nbr	012455	Check Total:	115.63	
16791 PREMIER MATERIALS TECHNOLOGY	24232	31100	55	07-202-240	163.20	BUMPER/PARIS BOAT LAUNCH
		Check Date 5/10/2007	Check Nbr	012456	Check Total:	163.20
16815 PSS-CHICAGO	37130087	31100	53	09-102-300	14.66	NEEDLES
		Check Date 5/10/2007	Check Nbr	012457	Check Total:	14.66

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18160 REDI-WELDING CO	13502	31100	54	10-124-315	450.40	PLOW WING ENDS
	13502	31731	54	10-149-300	218.40	PLOW WING ENDS
	Check Date 5/10/2007	Check Nbr 012458			Check Total: 668.80	
18200 REINDERS INC	1149147-01	31731	54	10-149-383	32.32	COZY LATCH
	Check Date 5/10/2007	Check Nbr 012459			Check Total: 32.32	
18203 JEANNE REINHARDT	043007	31100	21	04-269-000	5.00	REIMBURSE CANCELLATION BUS TRI
	Check Date 5/10/2007	Check Nbr 012460			Check Total: 5.00	
18235 RELIANT GLASS & DOOR SYSTEMS	0711023-IN	31100	53	09-102-240	40.00	HEALTH DOOR WEATHER STRIPPING
	Check Date 5/10/2007	Check Nbr 012461			Check Total: 40.00	
18370 RIESTERER & SCHNELL INC	477402	31731	54	10-149-383	225.32	STOCK
	Check Date 5/10/2007	Check Nbr 012462			Check Total: 225.32	
18372 DOROTHY RISK A	043007	31100	21	04-269-000	5.00	REIMBURSE CANCELLED BUS TRIP
	Check Date 5/10/2007	Check Nbr 012463			Check Total: 5.00	
19065 SAGE INC	213601	31100	55	07-202-300	59.00	LOCK FOR JEFFERSON EAST
	Check Date 5/10/2007	Check Nbr 012464			Check Total: 59.00	
19327 SERVICEMASTER BUILDING MTNCE	115652	31100	52	08-101-201	1,395.00	CONTRACT JANITORIAL MAY 2007
	115461	31100	52	08-101-201	292.95	CARPET CLEANING
	Check Date 5/10/2007	Check Nbr 012465			Check Total: 1,687.95	
19380 SHOPKO STORES INC	51302	31827	53	09-212-300	32.64	SUPPLIES
	Check Date 5/10/2007	Check Nbr 012466			Check Total: 32.64	

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19410 SKID & PALLET	019628	31100	54	10-124-315	1,188.00	PALLETS FOR PLOW WINGS
	Check Date 5/10/2007	Check Nbr	012467		Check Total:	1,188.00
19670 STATE SCHOOL FUND	050807	31100	21	04-229-000	85.20	PROCEEDS NARCOTIC ARREST
	Check Date 5/10/2007	Check Nbr	012468		Check Total:	85.20
20075 TEL/COM	10062467	31100	51	04-109-221	7.95	PAGER/IS/JAMES
	10062467	31100	51	10-115-221	7.95	PAGER/CITY HALL/QUICK
	10062467	31100	55	06-101-221	7.95	PAGER/LIBRARY/POWELL
	10062467	31100	55	07-202-221	47.70	PAGERS/PARKS
	10062388	31262	52	08-101-221	237.95	PAGERS/VICTIM CRISIS
	Check Date 5/10/2007	Check Nbr	012469		Check Total:	309.50
20115 TESCH CHEMICAL CO INC	TC108482	31100	55	07-202-313	137.21	CLEANING TOOLS/JEFFERSON PARK
	Check Date 5/10/2007	Check Nbr	012470		Check Total:	137.21
20153 THEDACARE AT WORK	32626	31100	52	08-101-215	258.00	BLOODBORNE PATHOGEN INCIDENT
	Check Date 5/10/2007	Check Nbr	012471		Check Total:	258.00
20325 TRAFFIC & PARKING CONTROL CO	268754	31100	54	10-131-300	221.50	CAPS FOR TOP OF SIGNAL POLES
	Check Date 5/10/2007	Check Nbr	012472		Check Total:	221.50
21045 UNIFIRST CORPORATION	0970012261	31731	54	10-149-201	70.11	MAT/MOP/CLOTHING SERVICE
	Check Date 5/10/2007	Check Nbr	012473		Check Total:	70.11
21050 UNIFORM SHOPPE	159989	31100	52	08-101-193	378.65	UNIFORMS
	Check Date 5/10/2007	Check Nbr	012474		Check Total:	378.65
21095 UNITED WAY FOX CITIES	051007	31100	21	04-299-021	99.50	CONTRIBUTIONS
	Check Date 5/10/2007	Check Nbr	012475		Check Total:	99.50

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21165 UNIVERSITY OF WISCONSIN-GREEN	041107	31100	51	02-104-333	609.00	REGISTRATION/K SEWALL
	041107	31100	51	02-104-333	-609.00	REGISTRATION CANCELLATION
	Check Date	5/10/2007	Check Nbr	012476	Check Total:	0.00
21227 US OIL CO INC	L30775	31731	54	10-149-242	36.00	SAMPLES
	Check Date	5/10/2007	Check Nbr	012477	Check Total:	36.00
21280 USCM PAYROLL PROCESSING	051007	31100	21	04-419-000	9,620.78	DEFERRED COMP
	Check Date	5/10/2007	Check Nbr	012478	Check Total:	9,620.78
22045 VALLEY CAMERA	21850	31100	52	08-101-300	32.78	FILM PROCESSING/BATTERIES
	Check Date	5/10/2007	Check Nbr	012479	Check Total:	32.78
22243 SYLVIA VANASTEN	043007	31100	21	04-269-000	5.00	REIMBURSE CANCELLED BUS TRIP
	Check Date	5/10/2007	Check Nbr	012480	Check Total:	5.00
23100 WATTERS PLUMBING	71620	31100	55	07-202-240	24.71	KOSLO RESTROOM
	Check Date	5/10/2007	Check Nbr	012481	Check Total:	24.71
23152 WE ENERGIES	042007	31100	54	10-143-223	1,864.02	STREET LIGHTS
	Check Date	5/10/2007	Check Nbr	012482	Check Total:	1,864.02
23215 WIL-KIL PEST CONTROL	1089575	31731	54	10-149-207	62.00	COMMERCIAL CONTRACT
	Check Date	5/10/2007	Check Nbr	012483	Check Total:	62.00
23330 WISCONSIN CHIEFS OF POLICE	040407	31100	52	08-101-216	707.00	POLICE ENTRY LEVEL EXAMS
	Check Date	5/10/2007	Check Nbr	012484	Check Total:	707.00

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23371 WISCONSIN DEPT OF JUSTICE-TIME	WI0710100	31100	52	08-101-221	547.50	TIME SYSTEM ACCESS-QUARTERLY
	L7101T	31100	52	08-101-216	130.00	NAME SEARCHES
	Check Date 5/10/2007	Check Nbr	012485		Check Total:	677.50
23455 WISCONSIN SUPPORT COLLECTIONS	051007	31100	21	04-299-015	1,423.23	CHILD SUPPORT DEDUCTIONS
	051007	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
	Check Date 5/10/2007	Check Nbr	012486		Check Total:	1,561.63
26300 AARON ZEMLOCK	042507	31100	52	08-101-333	120.00	CONFERENCE
	042507	31100	52	08-101-338	46.17	MEALS
	Check Date 5/10/2007	Check Nbr	012487		Check Total:	166.17
Grand Total:					89,764.21	

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01160 ALLIANCE ENTERTAINMENT CORP	PJB26979335	31100	55	06-101-314	70.49	LIBRARY MATERIALS
	PJB27126557	31100	55	06-101-314	16.91	LIBRARY MATERIALS
	PJB27151267	31100	55	06-101-314	253.03	LIBRARY MATERIALS
	PJB27201254	31100	55	06-101-314	61.15	LIBRARY MATERIALS
	PJB27043986	31100	55	06-101-314	863.92	LIBRARY MATERIALS
	PJB27163239	31100	55	06-101-314	142.41	LIBRARY MATERIALS
	PJB27200979	31100	55	06-101-314	214.62	LIBRARY MATERIALS
Check Date	5/16/2007	Check Nbr	012488		Check Total:	1,622.53
01674 AMSTERDAM PRINTING	05152007	31100	55	06-101-310	44.95	OFFICE SUPPLIES
	Check Date	5/16/2007	Check Nbr	012489		Check Total:
02052 BADGERLAND PAINTS	206498	31100	55	06-101-313	32.98	HOUSEKEEPING SUPPLIES
	Check Date	5/16/2007	Check Nbr	012490		Check Total:
02115 BAKER & TAYLOR INC	2018481361	31100	55	06-101-314	181.41	LIBRARY MATERIALS
	2018513939	31100	55	06-101-314	66.16	LIBRARY MATERIALS
	5007791679	31100	55	06-101-314	10.56	LIBRARY MATERIALS
	5007829874	31100	55	06-101-314	72.12	LIBRARY MATERIALS
	2018421088	31100	55	06-101-314	313.85	LIBRARY MATERIALS
	2018421701	31100	55	06-101-314	664.35	LIBRARY MATERIALS
	2018428060	31100	55	06-101-314	413.80	LIBRARY MATERIALS
	2018451607	31100	55	06-101-314	286.63	LIBRARY MATERIALS
	2018472610	31100	55	06-101-314	321.57	LIBRARY MATERIALS
	2018485810	31100	55	06-101-314	639.63	LIBRARY MATERIALS
	2018509611	31100	55	06-101-314	362.93	LIBRARY MATERIALS
	2018510025	31100	55	06-101-314	425.35	LIBRARY MATERIALS
	2018533105	31100	55	06-101-314	235.95	LIBRARY MATERIALS
	Check Date	5/16/2007	Check Nbr	012492		Check Total:

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02335 BECK ELECTRIC INC	D94	31100	55	06-101-313	145.72	HOUSEKEEPING SUPPLIES
	Check Date 5/16/2007	Check Nbr	012493		Check Total:	145.72
02635 BOOK WHOLESALERS INC	2823591	31100	55	06-101-314	22.12	LIBRARY MATERIALS
	2823592	31100	55	06-101-314	98.57	LIBRARY MATERIALS
	2823593	31100	55	06-101-314	31.42	LIBRARY MATERIALS
	2826621	31100	55	06-101-314	69.08	LIBRARY MATERIALS
	2826622	31100	55	06-101-314	23.57	LIBRARY MATERIALS
	2831472	31100	55	06-101-314	18.84	LIBRARY MATERIALS
	2831473	31100	55	06-101-314	63.98	LIBRARY MATERIALS
	2831474	31100	55	06-101-314	28.79	LIBRARY MATERIALS
	2840631	31100	55	06-101-314	10.30	LIBRARY MATERIALS
	2840632	31100	55	06-101-314	53.75	LIBRARY MATERIALS
	2820378	31100	55	06-101-314	230.90	LIBRARY MATERIALS
	2823590	31100	55	06-101-314	238.63	LIBRARY MATERIALS
	2826620	31100	55	06-101-314	144.29	LIBRARY MATERIALS
	2830272	31100	55	06-101-314	186.96	LIBRARY MATERIALS
	2832737	31100	55	06-101-314	154.50	LIBRARY MATERIALS
	2836282	31100	55	06-101-314	161.98	LIBRARY MATERIALS
	2838453	31100	55	06-101-314	14.37	LIBRARY MATERIALS
	2843420	31100	55	06-101-314	791.97	LIBRARY MATERIALS
	2839198	31100	55	06-101-314	141.93	LIBRARY MATERIALS
	2844764	31100	55	06-101-314	89.49	LIBRARY MATERIALS
	2845821	31100	55	06-101-314	103.20	LIBRARY MATERIALS
	Check Date 5/16/2007	Check Nbr	012495		Check Total:	2,678.64
02673 THOMAS BOUREGY & CO INC	48465A	31100	55	06-101-314	138.50	LIBRARY MATERIALS
	Check Date 5/16/2007	Check Nbr	012496		Check Total:	138.50
02714 WILL BRANCH	05152007	31100	55	06-101-205	340.00	LIBRARY PROGRAM
	Check Date 5/16/2007	Check Nbr	012497		Check Total:	340.00

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04195 DEMCO INC	2807697	31100	55	06-101-300	264.77	DEPARTMENT SUPPLIES
	Check Date 5/16/2007	Check Nbr	012498		Check Total:	264.77
07110 GAYLORD BROTHERS INC	1025963	31100	55	06-101-300	69.38	DEPARTMENT SUPPLIES
	Check Date 5/16/2007	Check Nbr	012499		Check Total:	69.38
07536 ANN GRIFFITH	05152007	31100	55	06-101-314	31.94	LIBRARY MATERIALS
	Check Date 5/16/2007	Check Nbr	012500		Check Total:	31.94
08087 KATHY HANNAH	05152007	31100	55	06-101-316	38.16	PROGRAM SUPPLIES
	05162007	31100	55	06-101-337	349.00	REGISTRATION FEE
	Check Date 5/16/2007	Check Nbr	012501		Check Total:	387.16
08109 ANN HARDGINSKI	05152007	31100	55	06-101-316	18.89	PROGRAM SUPPLIES
	Check Date 5/16/2007	Check Nbr	012502		Check Total:	18.89
08395 HIGHSMITH COMPANY INC	9925658-001	31100	55	06-101-300	382.35	DEPARTMENT SUPPLIES
	Check Date 5/16/2007	Check Nbr	012503		Check Total:	382.35
09135 INGRAM LIBRARY SERVICES	18370025	31100	55	06-101-314	123.15	LIBRARY MATERIALS
	18469186	31100	55	06-101-314	132.55	LIBRARY MATERIALS
	18723250	31100	55	06-101-314	100.25	LIBRARY MATERIALS
	Check Date 5/16/2007	Check Nbr	012504		Check Total:	355.95
11155 KITZ & PFEIL INC	03-22-140039	31100	55	06-101-240	17.02	REPAIR & MAINTENANCE
	03-26-140237	31100	55	06-101-240	1.16	REPAIR & MAINTENANCE
	04-09-140089	31100	55	06-101-240	1.78	REPAIR & MAINTENANCE
	03-28-140014	31100	55	06-101-313	11.95	HOUSEKEEPING SUPPLIES
	04-13-140038	31100	55	06-101-313	17.42	HOUSEKEEPING SUPPLIES
	Check Date 5/16/2007	Check Nbr	012505		Check Total:	49.33

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11235 KONE INC	17387085	31100	55	06-101-240	318.63	REPAIR & MAINTENANCE
	Check Date 5/16/2007	Check Nbr	012506		Check Total:	318.63
11315 KRUEGER TRUE VALUE	849171	31100	55	06-101-240	109.08	REPAIR & MAINTENANCE
	Check Date 5/16/2007	Check Nbr	012507		Check Total:	109.08
13045 MANDERFIELD BAKERY	2611107	31100	55	06-101-316	6.50	LIBRARY MATERIALS
	261108	31100	55	06-101-316	9.10	PROGRAM SUPPLIES
	261109	31100	55	06-101-316	9.10	PROGRAM SUPPLIES
	261110	31100	55	06-101-316	9.10	PROGRAM SUPPLIES
	261112	31100	55	06-101-316	9.10	PROGRAM SUPPLIES
	Check Date 5/16/2007	Check Nbr	012508		Check Total:	42.90
13553 MICROMARKETING LLC	194720	31100	55	06-101-314	25.45	LIBRARY MATERIALS
	Check Date 5/16/2007	Check Nbr	012509		Check Total:	25.45
13610 MIDWEST TAPE	1397552	31100	55	06-101-314	39.98	LIBRARY MATERIALS
	1401596	31100	55	06-101-314	68.97	LIBRARY MATERIALS
	1405090	31100	55	06-101-314	34.98	LIBRARY MATERIALS
	Check Date 5/16/2007	Check Nbr	012510		Check Total:	143.93
13675 MINITEX-CPP	41882	31100	55	06-101-300	50.00	DEPARTMENT SUPPLIES
	Check Date 5/16/2007	Check Nbr	012511		Check Total:	50.00
13710 MISTER ANDERSON'S COMPANY	104451	31100	55	06-101-316	131.30	PROGRAM SUPPLIES
	Check Date 5/16/2007	Check Nbr	012512		Check Total:	131.30
13786 MOTION PICTURE LICENSING CORP	12423510	31100	55	06-101-205	80.00	LIBRARY PROGRAM LICENSE FEE
	Check Date 5/16/2007	Check Nbr	012513		Check Total:	80.00

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16127 CASSANDRA PAYNE	05142007	31100	55	06-101-205	300.00	LIBRARY PROGRAM
	Check Date 5/16/2007	Check Nbr	012514		Check Total: 300.00	
16890 PROQUEST-CSA LLC	1542259	31100	55	06-101-314	670.00	LIBRARY MATERIALS
	Check Date 5/16/2007	Check Nbr	012515		Check Total: 670.00	
17050 QUALITY BOOKS INC	107364	31100	55	06-101-314	143.82	LIBRARY MATERIALS
	107365	31100	55	06-101-314	46.51	LIBRARY MATERIALS
	107631	31100	55	06-101-314	52.79	LIBRARY MATERIALS
	107632	31100	55	06-101-314	59.76	LIBRARY MATERIALS
	107670	31100	55	06-101-314	13.19	LIBRARY MATERIALS
	107671	31100	55	06-101-314	31.87	LIBRARY MATERIALS
	Check Date 5/16/2007	Check Nbr	012516		Check Total: 347.94	
18094 RANDOM HOUSE INC	1082939369	31100	55	06-101-314	72.00	LIBRARY MATERIALS
	1082934610	31100	55	06-101-314	44.00	LIBRARY MATERIALS
	1082950776	31100	55	06-101-314	48.00	LIBRARY MATERIALS
	1082965874	31100	55	06-101-314	21.71	LIBRARY MATERIALS
	1082965875	31100	55	06-101-314	120.00	LIBRARY MATERIALS
	1082965876	31100	55	06-101-314	30.40	LIBRARY MATERIALS
	1083001503	31100	55	06-101-314	40.00	LIBRARY MATERIALS
	1083001504	31100	55	06-101-314	75.20	LIBRARY MATERIALS
	1083000502	31100	55	06-101-314	24.00	LIBRARY MATERIALS
	1083033806	31100	55	06-101-314	36.00	LIBRARY MATERIALS
	1083033807	31100	55	06-101-314	36.00	LIBRARY MATERIALS
	Check Date 5/16/2007	Check Nbr	012517		Check Total: 547.31	
19140 SCHARPF'S OFFICE PRODUCTS INC	373073	31100	55	06-101-310	110.14	OFFICE SUPPLIES
	Check Date 5/16/2007	Check Nbr	012518		Check Total: 110.14	

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20191 THOMSON GALE	15093746	31100	55	06-101-314	25.46	LIBRARY MATERIALS
	15093747	31100	55	06-101-314	27.16	LIBRARY MATERIALS
	15105578	31100	55	06-101-314	23.96	LIBRARY MATERIALS
	15108072	31100	55	06-101-314	27.16	LIBRARY MATERIALS
	15123469	31100	55	06-101-314	38.93	LIBRARY MATERIALS
	15128629	31100	55	06-101-314	187.72	LIBRARY MATERIALS
	15129082	31100	55	06-101-314	19.99	LIBRARY MATERIALS
	15129439	31100	55	06-101-314	54.32	LIBRARY MATERIALS
Check Date	5/16/2007	Check Nbr	012519	Check Total:	404.70	
21054 UNIQUE MANAGEMENT SERVICES INC	163365	31100	46	04-171-000	232.70	COLLECTION AGENCY FEES
	Check Date	5/16/2007	Check Nbr	012520	Check Total:	232.70
21185 UPSTART INC	9891676-001	31100	55	06-101-316	18.00	PROGRAM SUPPLIES
	9892600-001	31100	55	06-101-316	15.00	PROGRAM SUPPLIES
	Check Date	5/16/2007	Check Nbr	012521	Check Total:	33.00
23160 WERNER ELECTRIC SUPPLY CO	S2149964.001	31100	55	06-101-313	26.58	HOUSEKEEPING SUPPLIES
	Check Date	5/16/2007	Check Nbr	012522	Check Total:	26.58
23293 WINNEFOX LIBRARY SYSTEM	2601	31100	55	06-101-311	1,139.30	POSTAGE
	2584	31100	55	06-101-314	25.75	LIBRARY MATERIALS
	Check Date	5/16/2007	Check Nbr	012523	Check Total:	1,165.05
23534 WORLD BOOK INC	WBE1333758	31100	55	06-101-314	179.00	LIBRARY MATERIALS
	Check Date	5/16/2007	Check Nbr	012524	Check Total:	179.00
Grand Total:					15,475.11	

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01050 ACC PLANNED SERVICE INC	11891	31100	55	07-202-240	276.10	TROUBLE SHOT BOILER
	11877	31100	53	09-212-240	78.82	MATERIAL FOR SERVICE WORK
	11885	31100	51	10-115-240	207.60	CHECKED A/C
	11886	31100	52	05-201-240	584.00	SWITCHED PROGRAMMERS ON BOILER
	11886	31100	52	08-101-240	876.00	SWITCHED PROGRAMMERS ON BOILER
	Check Date 5/17/2007	Check Nbr	012525		Check Total:	2,022.52
01315 AIRGAS NORTH CENTRAL	105530647	31731	54	10-149-300	41.99	OXYGEN CYLINDERS
		Check Date 5/17/2007	Check Nbr	012526	Check Total:	41.99
01555 AMERICAN CONCRETE PIPE COMPANY	91475	31100	54	10-134-300	300.00	RISER FOR STORM LINE
		Check Date 5/17/2007	Check Nbr	012527	Check Total:	300.00
19120 AT&T	920R09453005	31100	51	10-115-221	69.90	MONTHLY CHARGES
	920R09453005	31201	54	10-301-221	185.10	MONTHLY CHARGES
		Check Date 5/17/2007	Check Nbr	012568	Check Total:	255.00
02040 BADGER HIGHWAYS CO INC	135081	31482	54	10-124-821	123.43	SALT SHED
	135123	31100	54	10-134-300	34.05	CHIPS/GARFIELD
		Check Date 5/17/2007	Check Nbr	012528	Check Total:	157.48
02375 MATTHEW BENDER & CO INC	4818165X	31100	52	08-101-322	51.25	VEHICULAR OFFENSES SUPPLEMENT
		Check Date 5/17/2007	Check Nbr	012529	Check Total:	51.25
02500 BARB BIGALKE	050107	31262	52	08-101-311	39.00	ROLL OF STAMPS
		Check Date 5/17/2007	Check Nbr	012530	Check Total:	39.00
02565 BOARDMAN LAW FIRM	163217	31100	51	02-103-211	99.72	JOINT CABLE TV RENEWAL
		Check Date 5/17/2007	Check Nbr	012531	Check Total:	99.72

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02760 BROOKS TRACTOR	D80840	31731	54	10-149-383	25.51	MOTOR MOUNT
	Check Date 5/17/2007	Check Nbr	012532		Check Total:	25.51
03060 CALUMET COUNTY REGISTER OF DEE	520	31100	51	02-104-218	35.00	CORPORATE LIMITS DOCUMENT
	Check Date 5/17/2007	Check Nbr	012533		Check Total:	35.00
06115 FERRELLGAS	1015665995	31266	54	10-307-300	37.88	LIQUEFIED PETROLUEM GAS
	Check Date 5/17/2007	Check Nbr	012534		Check Total:	37.88
07057 GALLS INCORPORATED	5881340100013	31100	52	08-101-295	20.00	SPOTLIGHT
	Check Date 5/17/2007	Check Nbr	012535		Check Total:	20.00
07080 GANNETT WISCONSIN NEWSPAPERS	0002742535	31100	51	02-104-292	58.21	LEGAL NOTICES
	0002742535	31100	51	02-105-293	747.92	EMPLOYMENT AD
	0002742535	31100	51	04-101-292	923.46	LEGAL NOTICES
	Check Date 5/17/2007	Check Nbr	012536		Check Total:	1,729.59
07130 GE CHEMICAL	3325	31731	54	10-149-242	44.14	HOSE FOR PARTS WASHER
	Check Date 5/17/2007	Check Nbr	012537		Check Total:	44.14
07250 GMN CONSULTING LLC	3219	31100	51	04-109-214	560.00	CONSULTING WORK/IT
	Check Date 5/17/2007	Check Nbr	012538		Check Total:	560.00
08340 HERRLING CLARK LAW FIRM LTD	32828-00M	31100	51	02-103-211	857.50	REVIEW BRIGHTON BH CONDO DOCU
	Check Date 5/17/2007	Check Nbr	012539		Check Total:	857.50
09140 INLAND DETROIT DIESEL-ALLISON	2101937-00	31731	54	10-149-294	5,380.13	SERVICE FLEET TRUCK
	Check Date 5/17/2007	Check Nbr	012540		Check Total:	5,380.13

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09270 INTERNATIONAL TRANSLATORS	LC-2-13830	31100	53	09-102-215	35.00	INTERPRETING SPANISH
	Check Date	5/17/2007	Check Nbr	012541	Check Total:	35.00
09290 INTERSTATE BATTERY OF GREEN BA	90037050	31731	54	10-149-242	137.85	18 VOLT DEWALT REBUILT
	Check Date	5/17/2007	Check Nbr	012542	Check Total:	137.85
10230 JOHN'S SAW SERVICE	7990	31731	54	10-149-383	116.95	CHAIN SAWS/AIR FILTER
	Check Date	5/17/2007	Check Nbr	012543	Check Total:	116.95
10320 JEFF JORGENSON	050407	31100	52	08-101-320	141.00	ROTARY DUES APRIL-JUNE 2007
	Check Date	5/17/2007	Check Nbr	012544	Check Total:	141.00
11165 KJ WASTE SYSTEMS INC	050107	31266	54	10-307-216	1,404.50	CORRUGATE/CO-MINGLE CONTAINER
	Check Date	5/17/2007	Check Nbr	012545	Check Total:	1,404.50
11235 KONE INC	17424297	31100	51	10-115-201	206.61	ELEVATOR MAINTENANCE AGREEMENT
	Check Date	5/17/2007	Check Nbr	012546	Check Total:	206.61
11315 KRUEGER TRUE VALUE	848892	31100	55	07-202-315	80.99	HOSEREEL CART/BASKET
	Check Date	5/17/2007	Check Nbr	012547	Check Total:	80.99
11365 KUNDINGER FLUID POWER INC	P-43289-0	31731	54	10-149-383	138.94	HYDRAULIC COUPLING
	Check Date	5/17/2007	Check Nbr	012548	Check Total:	138.94
13095 MARSHALL & ILSLEY TRUST CO		31100	21	04-415-000	157.38	
		31100	21	04-417-000	96.15	
	Check Date	5/17/2007	Check Nbr	012549	Check Total:	253.53

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13097 MARSHALL & ILSLEY TRUST-MILW	5104080	31100	51	02-105-216	260.00	MONTHLY FEE
	Check Date 5/17/2007	Check Nbr	012550		Check Total:	260.00
13360 MENASHA ELECTRIC & WATER UTILI	002688	31201	54	10-302-250	20,711.90	MARCH SEWER CHARGE
	050707	31100	12	04-399-000	933.45	FIRE
	050707	31100	12	04-399-000	164.23	FIRE
	050707	31100	12	04-399-000	5.70	TRAFFIC LIGHTS
	050707	31100	52	08-101-223	1,289.05	POLICE
	050707	31100	52	08-101-225	226.80	POLICE
	050707	31100	54	10-131-223	492.88	TRAFFIC LIGHTS
	050707	31100	54	10-131-225	26.65	TRAFFIC LIGHTS
	050707	31731	54	10-149-223	1,402.20	PUBLIC WORKS FACILITY
	050707	31731	54	10-149-225	479.77	PUBLIC WORKS FACILITY
	050707	31201	54	10-301-223	60.38	LIFT STATIONS
	050707	31266	54	10-308-223	8.48	RECYCLING
	050707	31100	55	06-101-223	2,885.50	LIBRARY
	050707	31100	55	06-101-225	454.84	LIBRARY
	050707	31100	55	07-202-223	1,749.70	PARKS
	050707	31100	55	07-202-225	20.19	LIFT STATIONS
	050707	31100	55	07-203-223	174.54	SWIMMING POOL
	050707	31100	55	07-203-225	277.92	SWIMMING POOL
	050707	31100	55	10-215-223	229.15	LIFT BRIDGES
	050807	31100	54	10-143-223	12,602.22	STREET LIGHTING
	042607	31731	54	10-149-223	8.48	SALT SHED
	Check Date 5/17/2007	Check Nbr	012551		Check Total:	44,204.03
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	2,000.00	
	Check Date 5/17/2007	Check Nbr	012552		Check Total:	2,000.00
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	264.00	
	Check Date 5/17/2007	Check Nbr	012553		Check Total:	264.00

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13430 TOWN OF MENASHA POLICE DEPT	051407	31100	21	04-229-000	139.00	BOND
	Check Date 5/17/2007	Check Nbr 012554			Check Total: 139.00	
13455 CITY OF MENASHA SENIOR CENTER	051407	31827	53	09-212-300	14.16	CAMERA BATTERIES
	051407	31827	53	09-212-300	25.20	BIRTHDAY GIFT SUPPLIES
	051407	31827	53	09-212-300	25.85	FUNDRAISING CRAFT SUPPLIES
	Check Date 5/17/2007	Check Nbr 012555			Check Total: 65.21	
13755 MORTON SAFETY	169690	31731	54	10-149-300	193.18	EYEWEAR/GLOVES
	Check Date 5/17/2007	Check Nbr 012556			Check Total: 193.18	
14010 N&M AUTO SUPPLY	168533	31731	54	10-149-383	-17.47	EXACT FIT BLADE CREDIT
	169319	31731	54	10-149-383	2.19	BRAKE LINE
	Check Date 5/17/2007	Check Nbr 012557			Check Total: -15.28	
14215 NEENAH-MENASHA MUNICIPAL COURT	051407	31100	21	04-229-000	93.80	BOND
	051407	31100	21	04-229-000	182.00	BOND
	051407	31100	21	04-229-000	182.00	BOND
	051407	31100	21	04-229-000	308.00	BOND
	051407	31100	21	04-229-000	119.00	BOND
	051407	31100	21	04-229-000	119.00	BOND
	051407	31100	21	04-229-000	275.80	BOND
	051407	31100	21	04-229-000	182.00	BOND
	Check Date 5/17/2007	Check Nbr 012558			Check Total: 1,461.60	
14395 NORTH AMERICAN SALT CO	70038297	31100	54	10-124-300	3,466.97	COARSE SALT
	70038134	31100	54	10-124-300	3,766.27	BULK HIGHWAY COARSE SALT
	Check Date 5/17/2007	Check Nbr 012560			Check Total: 7,233.24	

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15220 ORT LUMBER INC	00019086	31100	55	07-202-300	1,300.00	100 YARDS OF WOODFIBER
	Check Date 5/17/2007	Check Nbr	012561		Check Total:	1,300.00
15280 OUTAGAMIE COUNTY CLERK OF COUR	051407	31100	21	04-229-000	200.00	BOND
	Check Date 5/17/2007	Check Nbr	012562		Check Total:	200.00
16025 PACKER CITY INTERNATIONAL	3271080064	31731	54	10-149-383	46.92	AIR FILTER
	3271090061	31731	54	10-149-383	238.50	HYDRAULIC HOSE & FITTING
	3271080065	31731	54	10-149-383	96.66	AIR FILT/LUBEFILTER
	3271070007	31731	54	10-149-383	30.19	CLAMP
	Check Date 5/17/2007	Check Nbr	012563		Check Total:	412.27
16300 PIGGLY WIGGLY #24	050307	31827	53	09-212-300	15.37	KLEENEX/CRACKERS
	Check Date 5/17/2007	Check Nbr	012564		Check Total:	15.37
16387 THE POLICE MARKSMAN	PM1	31100	52	08-101-322	18.95	SUBSCRIPTION RENEWAL
	Check Date 5/17/2007	Check Nbr	012565		Check Total:	18.95
18200 REINDERS INC	1151281-00	31731	54	10-149-383	153.62	LAWN SWEEPER
	Check Date 5/17/2007	Check Nbr	012566		Check Total:	153.62
18350 RICK'S AUTO GLASS INC	1099251	31100	52	08-101-295	229.12	WINDSHIELD
	Check Date 5/17/2007	Check Nbr	012567		Check Total:	229.12
19410 SKID & PALLET	01974	31100	55	07-202-300	28.00	LANDSCAPE MULCH
	Check Date 5/17/2007	Check Nbr	012569		Check Total:	28.00
19465 SPEEDY CLEAN INC	20709	31201	54	10-301-212	350.00	TELEWISE SEWER SEGMENTS
	Check Date 5/17/2007	Check Nbr	012570		Check Total:	350.00

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19650 STATE CHEMICAL MFG CO	93394881	31100	13	04-106-000	261.96	FRAGRANCE PAK/INSECTICIDE
	Check Date 5/17/2007	Check Nbr	012571		Check Total:	261.96
20265 TOSHIBA (TELECOM SYSTEMS)	70819994	31100	51	04-109-804	45,873.00	PHONE SYSTEM UPGRADE
	Check Date 5/17/2007	Check Nbr	012572		Check Total:	45,873.00
21045 UNIFIRST CORPORATION	0970012623	31731	54	10-149-201	71.06	MAT/MOP/CLOTHING SERVICE
	Check Date 5/17/2007	Check Nbr	012573		Check Total:	71.06
21226 US OIL CO INC	528070	31100	13	04-103-000	5.00	FEDERAL LUST TAX
	528067	31100	13	04-103-000	3.00	FEDERAL LUST TAX
	Check Date 5/17/2007	Check Nbr	012574		Check Total:	8.00
21280 USCM PAYROLL PROCESSING		31100	21	04-419-000	1,097.50	
	Check Date 5/17/2007	Check Nbr	012575		Check Total:	1,097.50
22045 VALLEY CAMERA	21675	31100	52	08-101-300	12.50	FILM PROCESSING
	Check Date 5/17/2007	Check Nbr	012577		Check Total:	12.50
22040 VALLEY DIESEL INJECTION INC	32357	31731	54	10-149-383	146.25	STAINLESS FLEX/SEWER TRUCK
	Check Date 5/17/2007	Check Nbr	012576		Check Total:	146.25
22120 VALLEY POPCORN CO INC	70336	31827	53	09-212-300	104.05	POPCORN/BAGS/CLEANER
	Check Date 5/17/2007	Check Nbr	012578		Check Total:	104.05
22240 VAN ZEELAND NURSERY &	042007	31100	56	07-101-300	445.00	TREES
	Check Date 5/17/2007	Check Nbr	012579		Check Total:	445.00

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23130 WAVERLY SANITARY DISTRICT	042707	31100	55	07-202-225	141.61	BARKER FARM PAVILION
	Check Date 5/17/2007	Check Nbr	012580		Check Total:	141.61
23152 WE ENERGIES	050607	31100	53	09-102-224	154.24	226 MAIN ST
	042607	31100	55	07-202-224	74.29	999 BRIGHTON DR
	042607	31100	55	07-202-223	8.09	NORTH ST
	042607	31100	55	07-202-223	8.09	NORTH ST
	050307	31100	55	07-202-223	34.29	CONSERVANCY
	Check Date 5/17/2007	Check Nbr	012581		Check Total:	279.00
23192 WHEEL & SPROCKET	042407	31100	52	08-101-300	321.95	BICYCLE SUPPLIES
	042407	31100	52	08-101-322	24.95	BICYCLE TOOL KIT
	042407	31100	52	08-101-337	150.00	BICYCLE SUPPLIES
	Check Date 5/17/2007	Check Nbr	012582		Check Total:	496.90
23250 WINNEBAGO COUNTY CLERK OF COUR	051407	31100	21	04-229-000	150.00	BOND
	051407	31100	21	04-229-000	150.00	BOND
	051407	31100	21	04-229-000	850.00	BOND
	051407	31100	21	04-229-000	150.00	BOND
	051407	31100	21	04-229-000	650.00	BOND
	Check Date 5/17/2007	Check Nbr	012583		Check Total:	1,950.00
23275 WINNEBAGO COUNTY TREASURER	LF111787	31100	54	10-123-250	2,542.09	LANDFILL FACILITY
	LF111787	31100	54	10-304-250	6,378.00	LANDFILL FACILITY
	LF111787	31100	54	10-305-216	2,430.14	LANDFILL FACILITY
	LF111787	31266	54	10-307-216	1,360.40	LANDFILL FACILITY
	Check Date 5/17/2007	Check Nbr	012584		Check Total:	12,710.63
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
	Check Date 5/17/2007	Check Nbr	012585		Check Total:	574.71

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14235 NEENAH-MENASHA YMCA	2826	31100	52	08-101-216	405.00	FITNESS ASSESS/OFFICER CANDIDA
	<u>Check Date</u> 5/17/2007	<u>Check Nbr</u>	<u>012559</u>		<u>Check Total:</u>	<u>405.00</u>
				Grand Total:	137,261.56	