

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

**CITY OF MENASHA**  
**Common Council**  
**City Hall-140 Main St.-Council Chambers-3rd Floor**  
December 3, 2007

7:00 PM

**AGENDA**

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**1. CALL TO ORDER**

A. Call to order

**2. PLEDGE OF ALLEGIANCE**

A. Pledge of Allegiance

**3. ROLL CALL/EXCUSED ABSENCES**

A. Roll Call

**4. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE**

**Minutes to approve:**

A. Common Council, 11/19/07

[Attachments](#)

**Minutes to receive:**

B. Administration Committee, 11/19/07

[Attachments](#)

C. Board of Public Works, 11/19/07

[Attachments](#)

D. Board of Health, 10/10/07

[Attachments](#)

E. Public Library Long Range Planning Committee, 11/14/07

[Attachments](#)

F. Library Board, 11/15/07

[Attachments](#)

G. NM Fire Rescue, 11/27/07; Finance & Personnel Committee

[Attachments](#)

H. Plan Commission, 11/20/07

[Attachments](#)

I. Police Commission, 11/15/07

[Attachments](#)

J. Public Hearing, 11/19/07

[Attachments](#)

- K. Safety Committee, 10/3/07; City Hall  [Attachments](#)
- L. Safety Committee, 10/23/07; Public Works and Parks & Recreation Department  [Attachments](#)
- M. Neenah-Menasha Sewerage Commission, 10/23/07  [Attachments](#)
- N. Water and Light Commission, Closed Session; 10/24/07 (Management compensation), 10/24/07 (Customer Service Clerk grievance)  [Attachments](#)
- O. Water and Light Commission, Special Meeting; 11/6/07, 11/13/07  [Attachments](#)
- P. Water and Light Commission, 10/24/07  [Attachments](#)

**Communications:**

- A. PC Stanke, 11/27/07; Post Crescent letter, *Citizen Police Academy provides great insight*  [Attachments](#)
- B. Menasha Utilities, 11/19/07; Water Treatment Plant Modifications-Monthly Construction Report  [Attachments](#)
- C. Winnebago County Treasurer's office, 11/20/07; Notice of commencement of proceedings in rem to foreclose tax liens by Winnebago County under Wis. Stats. 75.521  [Attachments](#)
- D. Customers First! Newsletter, 12/2007; The Wire  [Attachments](#)
- E. PRD Tungate, 11/27/07; Thank you note  [Attachments](#)

**5. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY**

Five (5) minute time limit for each person

- A. Public comments on any matter of concern to the City

**6. APPOINTMENTS**

- A. Accept letter of resignation from Stan Martenson, 11/26/07; Utilities Commission  [Attachments](#)

**7. CLAIMS AGAINST THE CITY**

- A. None

**8. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS**

- A. None

**9. REPORT OF COMMITTEES/BOARDS/COMMISSIONS**

**A. Plan Commission:**

- 1. 11/20/07; Recommends approval of the variance request to reduce the required right-of-way width from 60-feet to 50-feet and to eliminate the requirement for a temporary cul-de-sac at the west end of Birling Court  [Attachments](#)

- 2. 11/20/07; Recommends approval of the Manitowoc Road Certified Survey Map  [Attachments](#)

**B. Administration Committee:**

1. **Consolidated Grants Contract between Division of Public Health of the Dept. of Health and Family Services and Menasha Health Dept., January 1, 2008 to December 31, 2008 and authorize signature**  [Attachments](#)
2. **Public Health Preparedness Contract between Division of Public Health of the Dept. of Health and Family Services and Menasha Health Dept., January 1, 2008 to December 31, 2008, and authorize signature**  [Attachments](#)
3. **Accounts payable and payroll for 11/19/07 to 11/29/07 in the amount of \$ 728,197.16**  [Attachments](#)
- C. Board of Public Works:**
  1. **Change Order-CD Smith Construction, Inc.; Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; ADD: \$19, 373.00 (Change Order No. 12)**  [Attachments](#)
- D. NEENAH-MENASHA FIRE RESCUE:**
  1. **11/27/07; Recommends approval to direct Chief Vander Wyst to purchase two used staff vehicles through a program or State bid not to exceed the \$30,000 that is in the 2008 budget and report comparable information back to the Committee**

## **10. ORDINANCES AND RESOLUTIONS**

- A. **O-39-07 - Ordinance relating to park regulations (animals in parks)**  [Attachments](#)

## **11. HELD OVER BUSINESS**

- A. **Menasha Health Department Relocation (Ald. Taylor)**

## **12. COUNCIL DIRECTIVES**

- A. **None**

## **13. CITIZEN REPRISE (People from the gallery to be heard; only pertaining to matters on the agenda - five (5) minute time limit for each person)**

- A. **Public Comments on matters pertaining to matters on the agenda**

## **14. ADJOURNMENT**

- A. **Adjournment**

Meeting Notice: Monday, December 17, 2007

Common Council-7:00 PM  
Administration Committee-To be determined  
Board of Public Works-To be determined

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**  
**Common Council**  
**City Hall-140 Main St.-Council Chambers-3rd Floor**  
**November 19, 2007**  
**MINUTES**

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**1. CALL TO ORDER**

A. Meeting called to order by Mayor Laux at 7:07 p.m.

**2. PLEDGE OF ALLEGIANCE**

A. Pledge of Allegiance - led by Butte Des Morts School Girl Scout Troop #291

**3. ROLL CALL/EXCUSED ABSENCES**

A. PRESENT: Ald. Michalkiewicz, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks, Eckstein.  
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke,  
AP Beckendorf, C/T Stoffel, PRD Tungate, PHD Nett, Clerk Galeazzi, and the Press.

**4. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE**

**Minutes to approve:**

- A. Common Council, 11/5/07
- B. Budget Review Session, 11/1/07, 11/8/07, 11/12/07

Moved by Ald. Michalkiewicz, seconded by Ald. Wisneski to approve Minutes A&B.  
Motion carried on voice vote

**Minutes to receive:**

- C. Administration Committee, 11/5/07
- D. Board of Public Works, 11/5/07
- E. Personnel Committee, 10/15/07
- F. Public Hearing, 11/5/07
- G. Plan Commisison, 11/6/07

**Communications:**

- A. Comp. Stoffel, 11/9/07; Budget- Dental Insurance Adjustments
- B. Comp Stoffel, 11/9/07; Budget-Health Insurance Adjustment
- C. Comp Stoffel, 11/9/07; Budget-Health Dept. revenues and expenditures
- D. Comp. Stoffel, 11/15/07; 2008 Operations and Capital Budget Summary
- E. Cities and Villages Mutual Insurance Company to CA/HRD Brandt, 11/15/07; Marsh and AIG Settlement and 2007 EPLI Rebate letter
- F. Comp Stoffel, 11/13/07; Costs of procurement and demolition of 81 & 87 Racine and 504 Broad
- G. Ald. Chase, 11/5/07; Five Oaks Park Letter
- H. Calumet County Legislative Committee, 10/19/07
- I. PRD Tungate, 11/13/07; Fact Sheet: *Health Benefits of Parks and Recreation*

- J. Tom Franz (UW-Fox) to Clerk Galeazzi, 11/9/07; recording of 11/5/07 Council Meeting
- K. MU GM Young, 11/15/07; Response to a citizen's questions
- L. Customers First! Newsletter, 11/07; *The Wire*
- M. PWD Radtke, 11/15/07; 2007-2011 Street Improvement Program
- N. PWD Radtke, 11/12/07; 2008 Budget Review-Midway Road Walk Project

Moved by Ald. Michalkiewicz, seconded by Ald. Eckstein to approve Minutes to Receive C-G and Communications A-N.  
Discussion: Ald. Wisneski-Comm. M, Streets west of Tayco Street, Broad and Chute be part of the street improvement program; Comm. N-schedule of sidewalk installation.

Motion carried on voice vote.

## **5. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY**

### **Five (5) minute time limit for each person**

- A. Michael Larsen, 2140 Grassy Plains Drive. Drainageway issue is a hazard, needs to be corrected.
- B. Roger Kanitz, 516 Riverway. Encourage support of R-21-07 Resolution Supporting Eco-Municipality Concepts.
- C. Linda Stoll, 1525 Rue Reynard Road. Support R-21-07 Resolution Supporting Eco-Municipality Concepts.
- D. Mary Nebel, 713 First Street. Schreiber-Anderson Report relating to 81 & 87 Racine Street and 504 Broad Street.
- E. Jeff Riedl, 408 Appleton Street. Police Dept. Budget
- F. Scott Johnson, 1310 Lucerne Drive. Claim against the City.

## **6. CLAIMS AGAINST THE CITY**

- A. A motion is in order for the Common Council to issue a formal notice of disallowance for the claim of Scott Johnson and that he be advised of his statutory rights pursuant to Wis. Stats. 893.80.

Moved by Ald. Michalkiewicz, seconded by Ald. Eckstein to disallow claim.

Discussion

Motion carried on roll call 6-2.

Ald. Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz – yes

Ald. Merkes, Chase - no

## **7. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS**

- A. CA/HRD Brandt - Cities and Villages Mutual Insurance Company, 2007 Award of Excellence-Silver and twenty year recognition

In 2003, the City received an award from CVMIC for Risk Management. For 2007, another award from CVMIC was received. Also, the City was recognized for its 20 year membership with CVMIC. Joining CVMIC in 1988 has saved the City over \$4 million in premiums.

## **8. REPORT OF COMMITTEES/BOARDS/COMMISSIONS**

### **A. Plan Commission:**

- 1. 10/30/07; Recommends approval of the Open Space and Recreation Facilities Plan 2007-2011  
No Action – see Item 9E.

2. 11/6/07; Recommends approval of the design concept for 81 and 87 Racine Street and 504 Broad Street based on the following findings - The design concept is consistent with the proposed Comprehensive Land Use Plan - The design concept is consistent with the Schreiber-Anderson Third/Racine Street Corridor plan. - The design concept is consistent with past council direction regarding the properties at 81 and 87 Racine Street and 504 Broad Street

Moved by Ald. Merkes, seconded by Ald. Hendricks to table.  
Motion carried on roll call 8-0.

**B. Administration Committee:**

1. Agreement for property maintenance and tax listing services with Associated Appraisal Consultants for the assessment years 2008-2011, and authorize signature

Moved by Ald. Wisneski, seconded by Ald. Chase to approve.  
Moved by Ald. Merkes, seconded by Ald. Hendricks to have contract expire April 30, 2012.  
Motion on amendment carried on roll call 8-0.  
Motion as amended carried on roll call 7-1. Ald. Chase - no

2. Amendment #1 to development agreement between PJC Group and City of Menasha, and authorize signature.

Moved by Ald. Merkes, seconded by Ald. Pack to approve.  
Motion carried on roll call 8-0.

3. Accounts payable and payroll for 11/8/07-11/15/07 in the amount of \$539,137.46

Moved by Ald. Wisneski, seconded by Ald. Eckstein to approve.  
Motion carried on roll call 8-0.

**C. Board of Public Works:**

1. 14th Annual Fox Cities New Year's Eve Celebration; Monday, December 31, 2007; 10:30 PM to 12:30 AM; Community Forward, Inc.

Moved by Ald. Merkes, seconded by Ald. Chase to approve.  
Motion carried on roll call 7-0. Ald. Taylor - abstain

2. Concerns regarding drainageway at 2140 Grassy Plains Drive

Moved by Ald. Chase, seconded by Ald. Michalkiewicz to table.  
Motion carried on roll call 8-0.

**D. Personnel Committee:**

1. Recommends approval of the Employee ID Badge Policy

Moved by Ald. Michalkiewicz, seconded by Ald. Chase to approve.  
Motion carried on roll call 6-2.  
Ald. Taylor, Wisneski, Pack, Eckstein, Michalkiewicz, Chase – yes.  
Ald. Merkes, Hendricks – no.

2. Recommends approval of consideration of April 1, 2008 and October 1, 2008 adjustments to all non-represented employees' salaries

Moved by Ald. Michalkiewicz, seconded by Ald. Chase to approve.  
Motion carried on roll call 7-1. Ald. Eckstein – no.

3. Recommends approval of consideration of April 1, 2008 and October 1, 2008 adjustments to Supervisory Lieutenants' salaries

Moved by Ald. Michalkiewicz, seconded by Ald. Wisneski to approve.  
Motion carried on roll call 7-1. Ald. Eckstein – no.

## 9. ORDINANCES AND RESOLUTIONS

- A. O-39-07 - Ordinance relating to park regulations (animals in parks)

No Action

- B. R-19-07 - Resolution investigating the future use or sale of properties at 504 Broad St., 81 Racine St., 87 Racine St.

Moved by Ald. Hendricks, seconded by Ald. Eckstein to adopt R-19-07  
Motion carried on roll call 8-0.

- C. R-20-07-Resolution levying taxes for the purpose of paying the operating expenses for the year 2008 for the City of Menasha

Moved by Ald. Wisneski, seconded by Ald. Pack to take up R-20-07.  
Motion carried on roll call 8-0.

Moved by Ald. Eckstein, seconded by Ald. Michalkiewicz to adopt R-20-07

Moved by Ald. Wisneski, seconded by Ald. Michalkiewicz to reduce Dental Insurance to various departments by \$8,572 and \$571, and increase revenue account by \$371  
Motion carried on roll call 8-0.

Moved by Ald. Wisneski, seconded by Ald. Michalkiewicz to reduce Health Insurance to various departments by \$97,606 and \$3,336, and increase revenue account by \$9,116.  
Motion carried on roll call 8-0.

Moved by Ald. Wisneski, seconded by Ald. Michalkiewicz to reduce Fire Dept. Account #31100-52-05-201-250 by \$36,530.

Discussion

Motion carried on roll call 8-0.

Moved by Ald. Wisneski, seconded by Ald. Pack to increase Fire Dept. Account #31100-52-05-201-803 by \$560

Discussion

Motion carried on roll call 8-0.

Moved by Ald. Wisneski, seconded by Ald. Pack to increase Fire Dept. Account #31100-52-05-201-805 by \$330.

Discussion

Motion carried on roll call 8-0.

Moved by Ald. Merkes, seconded by Ald. Hendricks to increase Common Council Account #31100-51-04-101-805 by \$15,000 for purchase of video equipment for Council Chambers.

Discussion

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

Moved by Ald. Merkes, seconded by Ald. Taylor to reduce Common Council Account #31100-51-101-218 by \$10,000

Motion carried on roll call 8-0.

Moved by Ald. Merkes, seconded by Ald. Hendricks to reduce IT Dept. Account #31100-51-04-109-315, Assessor-LCD Display by \$300  
Motion carried on roll call 8-0.

Moved by Ald. Hendricks, seconded by Ald. Merkes to reduce IT Dept. Account #31100-51-04-109-821, Finance-Video Surveillance Equipment by \$5,700  
Motion carried on roll call 5-3.

Ald. Merkes, Taylor, Hendricks, Eckstein, Chase – yes.

Ald. Wisneski, Pack, Michalkiewicz – no.

Moved by Ald. Hendricks, seconded by Ald. Taylor to reduce IT Dept. Account #31100-51-04-109-315, Emergency Replacements by \$2,000  
Motion carried on roll call 7-1. Ald. Wisneski – no.

Moved by Ald. Wisneski, seconded by Ald. Merkes to reduce Police Dept. Account #31100-52-08-101-300, Photo Supplies by \$1,000  
Motion carried on roll call 8-0.

Moved by Ald. Merkes, seconded by Ald. Taylor to increase Marina Account #31207-59-04-200-251 by \$500  
Motion carried on roll call 7-1. Ald. Eckstein – no.

Moved by Ald. Merkes, seconded by Ald. Hendricks to reduce IT Dept. Account #31100-51-04-109-243 by \$10,000  
Motion carried on roll call 5-3.

Ald. Merkes, Taylor, Pack, Hendricks, Chase – yes.

Ald. Wisneski, Eckstein, Michalkiewicz – no.

Moved by Ald. Merkes, seconded by Ald. Hendricks to increase IT Dept. Account #31100-51-04-109-801 by \$39,000  
Discussion

Motion carried on roll call 5-3.

Ald. Merkes, Taylor, Wisneski, Hendricks, Chase – yes.

Ald. Pack, Eckstein, Michalkiewicz – no.

Moved by Ald. Hendricks, seconded by Ald. Merkes, to reduce Fire Dept. Account #31100-52-05-201-803, All-terrain Vehicle by \$7,256.

Discussion

Motion failed on roll call 4-4.

Ald. Merkes, Taylor, Wisneski, Hendricks – yes.

Ald. Pack, Eckstein, Michalkiewicz, Chase – no.

Motion to adopt R-20-07 as amended carried on roll call 8-0.

D. R-21-07 - Resolution supporting ECO-Municipality Concepts

Moved by Ald. Merkes, seconded by Ald. Wisneski to adopt R-21-07 as amended in Committee.  
Motion carried on roll call 8-0.

E. R-22-07 - Resolution for the adoption of the City of Menasha Open Space and Recreation Facilities Plan

Moved by Ald. Wisneski, seconded by Ald. Eckstein to adopt R-22-07  
Motion carried on roll call 8-0.

## 10. HELD OVER BUSINESS

- A. 10/30/07; Plan Commission Recommends approval of the sale of 81 Racine Street and 504 Broad Street with the inclusion of a twenty-foot wide easement along the Racine Street frontage of 81 Racine Street for pedestrian trail and landscaping development.

Moved by Ald. Merkes, seconded by Ald. Hendricks to table  
Motion carried on roll call 8-0.

- B. 10/23/07; N-M Fire Rescue, Finance and Personnel Committee; recommends approval of Theda Care as the provider and double check the quote from them is for 68 department members and the physicals be performed in 2008 and paid for from the 2008 budget (Held 11/5/07)

Moved by Ald. Wisneski, seconded by Ald. Michalkiewicz to approve.  
Motion carried on roll call 8-0.

- C. Menasha Steam Plant Noise Issue (Ald. Taylor)

Moved by Ald. Taylor, seconded by Ald. Wisneski to table.  
Motion carried on roll call 5-3.

Ald. Taylor, Wisneski, Pack, Hendricks, Chase – yes.  
Ald. Merkes, Eckstein, Michalkiewicz – no.

- D. Menasha Health Department Relocation (Ald. Taylor)

Moved by Ald. Taylor, seconded by Ald. Pack to table.  
Motion failed on roll call 4-4.

Ald. Merkes, Taylor, Wisneski, Pack – yes  
Ald. Hendricks, Eckstein, Michalkiewicz, Chase – no.

- E. Schreiber-Anderson Report, Racine Street Corridor (Ald. Taylor)

Moved by Ald. Taylor, seconded by Ald. Merkes to table  
Motion carried on roll call 5-3.

Ald. Merkes, Taylor, Wisneski, Pack, Hendricks – yes.  
Ald. Eckstein, Michalkiewicz, Chase – no.

- F. Athletica Fitness LLC Health Club, Lake Park (Ald. Taylor)

Moved by Ald. Taylor, seconded by Ald. Hendricks to table  
Motion carried on roll call 6-2.

Ald. Merkes, Taylor, Wisneski, Pack, Hendricks, Chae – yes.  
Ald. Eckstein, Michalkiewicz, - no.

- G. 81 Racine Street Property (Ald. Taylor)

Moved by Ald. Taylor, seconded by Ald. Hendricks to table  
Motion carried on roll call 7-1. Ald. Eckstein – no.

## 11. COUNCIL DIRECTIVES

- A. CA/HRD Brandt- Lake Park - City and developer portions of investment in the project;  
Status of receivership and City's next step (Ald. Hendricks)

The receivership is on-going. We have contacted the receiver about the potential January auction. Court approval is required to approve any sale. A closed session of the Common Council will be held after the Dec. 3 Council meeting. The City has no financial interest in the Club House adjacent to Athletica Health Facility. The City's next step is to market the residential and commercial lots in the Lake Park area.

B. CDD Keil - Fox Cinema landscaping completion (Ald. Hendricks)

AP Beckendorf reported the landscaping at the Fox Cinema property has not been completed. It will not be completed until Spring. Staff will follow-up at that time.

**12. CITIZEN REPRIZE (People from the gallery to be heard; only pertaining to matters on the agenda - five (5) minute time limit for each person)**

A. None

Ald. Taylor asked for unanimous consent to have his vote on Item 8C1 be recorded as abstained. No objection.

Ald. Michalkiewicz requested C/T Stoffel to explain the change in the 2008 Budget.

**13. ADJOURNMENT**

A. Moved by Ald. Michalkiewicz, seconded by Ald. Pack to adjourn at 9:05 p.m. Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, City Clerk

**CITY OF MENASHA**  
**Administration Committee**  
**140 Main Street, 3rd Floor Council Chambers**  
**November 19, 2007**  
**MINUTES**

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**1. CALL TO ORDER**

- A. Meeting Called to Order by Chairman Wisneski at 6:00 p.m.

**2. ROLL CALL/EXCUSED ABSENCES**

- A. PRESENT: Ald. Michalkiewicz, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks, Eckstein  
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke,  
AP Beckendorf, C/T Stoffel, PRD Tungate, PHD Nett, Clerk Galeazzi, the Press.

**3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE**

**Minutes to approve:**

- A. Administration Committee Minutes, 11/5/07  
Moved by Ald. Pack, seconded by Ald. Eckstein to approve minutes.  
Motion carried on voice vote.

**4. DISCUSSION**

- A. Agreement for Property Maintenance and Tax Listing Services with Associated Appraisal Consultants for the assessment years 2008-2011, and authorize signature.  
Discussion ensued on the four year term of the contract being too long and does not coincide with the appointment term of the Assessor.  
CA/HRD Brandt explained when the Council originally contracted with Associated Appraisal it left the Assessor position vacant.
- B. Amendment #1 to Development Agreement between PJC Group, LLC and City of Menasha, and authorize signature.  
CA/HRD Brandt explained there is no cost to the City to make this amendment to the original agreement. This amendment will help to facilitate the financing arrangement necessary for PJC Group to advance the projects. This will allow the sale of the warehouse property without first securing an occupancy permit as requirement by the development agreement.
- C. O-39-07 An Ordinance Relating to Park Regulations (Animals in Parks)  
CA/HRD Brandt explained this ordinance would allow dogs in the parks for special occasion with permission from the Parks & Recreation Board.
- D. R-19-07 Investigating the Future Use or Sale of Properties at 504 Broad, 81 Racine, 87 Racine.  
Ald. Hendricks requested this resolution. There has been much discussion on this topic and it would be more appropriate to have the input of the Plan Commission and Redevelopment Authority. Council and residents need to know all the options available for this area.
- E. R-20-07 Resolution Levying Taxes for the Purpose of Paying the Operating Expenses for the Year 2008 for the City of Menasha.  
NO DISCUSSION OR QUESTIONS.

F. R-21-07 Resolution Supporting Eco-Municipality Concepts.

Discussion ensued on the need for sustainable practices in the City of Menasha.

Moved by Ald. Merkes, seconded by Ald. Eckstein to amend resolution to include the four guidelines developed by the American Planning Association.

Motion carried on roll call 8-0.

Moved by Ald. Merkes, seconded by Ald. Taylor to develop a standing Sustainability Board to advise the Mayor and Common Council.

Motion carried on roll call 6-2.

Ald. Merkes, Taylor, Wisneski, Pack, Hendricks, Chase – yes.

Ald. Eckstein, Michalkiewicz – no.

G. R-22-07 Resolution for the Adoption of the City of Menasha Open Space and Recreation Facilities Plan.

NO DISCUSSION OR QUESTIONS.

H. Accounts payable and payroll from 11/8/07-11/15/07 for the amount of \$539,137.46

Ck. #14678-Badger State Industries-\$150.00 – donation of old City computers to Dept. of Corrections.

Ck. #14692-Fox Cities Magazine-\$875.00 – advertising for marketing of City.

Ck. #14738-Varitech Industries-\$2,447.73 – equipment to be used in salt shed

**5. ADJOURNMENT**

A. Moved by Ald. Taylor, seconded by Ald. Eckstein to adjourn at 6:28 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, City Clerk

**CITY OF MENASHA**  
**Board of Public Works**  
**Third Floor Council Chambers, 140 Main Street, Menasha**  
**November 19, 2007**  
**MINUTES**

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**1. CALL TO ORDER**

- A. Meeting called to order by Chairman Pack at 6:30 p.m.

**2. ROLL CALL/EXCUSED ABSENCES**

- A. PRESENT: Ald. Michalkiewicz, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks, Eckstein  
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, FC Vander Wyst, DPW Radtke,  
AP Beckendorf, C/T Stoffel, PRD Tungate, PHD Nett, PWS Jacobson, Clerk Galeazzi, the Press.

**3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE**

- A. November 5, 2007

Moved by Ald. Taylor, seconded by Ald. Eckstein to approve minutes.  
Motion carried on voice vote.

**4. DISCUSSION**

- A. 14th Annual Fox Cities New Year's Eve Celebration; Monday, December 31, 2007 10:30 PM to 12:30 AM; Community Forward, Inc.  
NO QUESTIONS OR DISCUSSION.
- B. Concerns Regarding Drainageway at 2140 Grassy Plains Drive (Ald. Chase - Motion to Remove from Table)

Moved by Ald. Taylor, seconded by Ald. Chase to remove from the table.  
Motion carried roll call 8-0.

Ald. Chase explained she has talked to the owners of the property (Michael and Wendy Larsen). They feel the current drainage channel that runs through their property is a safety hazard and are requesting the City install storm sewer as has been done for other property owners in the area.

DPW Radtke explained that the developer installed the storm sewer at his cost in the section immediately north of this drainageway section. He recommends not enclosing the drainageway at City cost. An option would be lining the sections with rip rap, which would stabilize the side slopes and reduce erosion at a more reasonable cost. This option would also be in line with new DNR stormwater regulations. In addition, there could be native species planted within the drainage easement for both erosion control and aesthetic enhancement.

6:45 p.m. – recessed for Public Hearing  
7:05 p.m. – reconvened.

**5. ADJOURNMENT**

- A. Moved by Ald. Taylor, seconded by Ald. Eckstein to adjourn at 7:07 p.m.  
Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, City Clerk

**CITY OF MENASHA**  
**Board of Health**  
**Health Department**  
October 10, 2007

**MINUTES**

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**1. CALL TO ORDER**

**A.** -

Meeting called to order at 8:20 AM by Chairman C. Rusin. Members present: Dorothy Jankowski, Lori Asmus, Candyce Rusin, Susan Nett. Absent: Dr. Teresa Shoberg.

**2. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE**

**Minutes to approve:**

**A. BOH Minutes 9-12-007**

Moved by Dorothy Jankowski seconded by: Lori Asmus to Approve Minutes of 9-12-07.

Motion Passed

Results:

**3. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS**

**A. Aug 2007 Communicable Disease Monthly Report**

August 2007 Communicable Disease monthly report distributed and discussed. Board members expressed interest in the increasing numbers of Lyme Disease cases in the region.

**B. 2008 Consolidated Grant Contract Information**

The program objectives for the 2008 consolidated grant contract were presented and discussed. One of the changes for 2008 will be an expansion of the fluoride varnish program to cover preschool and kindergarten.

The dental sealant program will be on hold for one year.

**C. Employee Flu Shots**

Employee flu shots will be given in a simulated mass clinic setting again this year at the senior center on November 8th from 2 to 4:30. D. Jankowski and C. Rusin volunteered to register the employees. This is for city, utility, and school district employees.

**D. Health Department Update**

Board members were updated on the recent resignation of the full time PHN just hired within the past 2 months. This just wasn't a good fit for this employee. As this is a very busy time in the schools and there has been an increase in the number of individuals referred for public health nursing care, a temporary nurse has been brought in to help out with the schools on a part time basis. Personnel department and S. Nett will review the most recent applications with interviews to be scheduled in the early part of November.

**E. 2006 Blood Lead Testing Data**

2006 Blood Lead testing data for Menasha children was shared. The health department continues to see at least one or two children under the age of 6 every year with an elevated blood lead level.

**F. Alcohol and Suicide Facts**

S. Nett shared some interesting statistics on the correlation between suicide and alcohol abuse. It is becoming increasingly evident of the lack of necessary mental health services for the growing numbers of people needing mental health counseling etc. on a statewide basis.

**G. School Preparedness Committee**

The school preparedness committee continues to meet on a monthly basis. S. Nett is a member of that committee.

**4. ACTION ITEMS**

A.

**5. HELD OVER BUSINESS**

A. **2008 Health Department Budget**

S. Nett reviewed the 2008 budget for the department that has been submitted. The common council review is scheduled for November 8th at 5 PM. Board members were invited to attend.

**6. ADJOURNMENT**

A.

Moved by Lori Asmus seconded by: Dorothy Jankowski to adjourn.

Meeting adjourned at 9:40 AM.

Motion Passed

Results:

**DRAFT**  
**Elisha D. Smith Public Library**  
**Long Range Planning Committee Meeting**  
**Minutes**  
**November 14, 2007**

Present: Brandt, Bongers, Eisen, Loch-Wouters, O'Brien, Schaefer Kempes  
Absent: Englebert  
Also Present: Director Saecker, Kris Seefeldt (Recording Secretary)

The meeting was called to order at 5:00 p.m. by Committee chair Colleen O'Brien.

**Minutes**

Motion to approve the minutes of the Long Range Planning Committee meeting of October 15, 2007 by Eisen, seconded by Schaefer Kempes, and carried unanimously.

**Vision & Mission Statements**

Director Saecker presented several mission statement models for the committee's consideration. There was a consensus that the statement chosen should emphasize the library's role as a community center. Model #3 which reads "The Elisha D. Smith Public Library strives to be a responsive and dynamic community center for our diverse population. We offer equal access to materials, programming, services, and entertainment to inspire and enrich while seeking to support learning for all ages." was chosen to be our new mission.

**Motion**

Motion to approve mission statement model #3 as read by Bongers, seconded by Brandt, and carried unanimously.

Director Saecker will prepare examples of vision statements for the committee to review at their December meeting.

**Library Slogan**

Brandt questioned whether a slogan was necessary for the library. Slogans, tag lines and mottos used as public relation tools need to be self-explanatory and effective to be beneficial. There was a consensus to continue thinking through the process and to determine later if a slogan is needed.

**Focus Group Patterns & Themes**

Director Saecker created a list of similar ideas that came from each of the focus group meetings for the committee to review. She also created a list of ways that the Library could help address many of these issues. The committee was asked to narrow these down to create a list of goals. Some identified as being significant include collaborating with others, getting out of the library and into the community, more diversity, more languages, and more media types within our collections. We

also need to promote basic library services more effectively because people don't understand what modern libraries have to offer. We should be making our library more welcoming to everyone and narrowing the gap between the haves and have nots. Eisen encouraged the library to collaborate with educators from the UW-Extension.

### **Goals and Objectives**

Director Saecker encouraged committee members to be thinking of goals and objectives for the December meeting. She also encouraged them to review the list of service responses that were distributed at an earlier meeting to see which match the goals and objectives we are focusing on.

### **Adjournment**

The meeting adjourned at 6:14 p.m.

The next Long Range Planning Committee meeting is scheduled to be held on December 19, 2007 in the Gegan Room at 5:00 p.m.

Respectfully submitted,  
Kris Seefeldt, Recording Secretary

**DRAFT**  
**MINUTES OF REGULAR MEETING**  
**ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES**  
**November 15, 2007**

**Call to order and roll call** at 4:36 p.m. by vice president Stanke

Present: Eckstein, Eisen, Enos, Foth, Stanke, Werley

Absent: Englebert, Fuchs

Also present: Director Saecker, M. Loch-Wouters (Head of Children's Services), K. Seefeldt (Administrative Assistant)

**Authorization of Bills**

1. Motion to authorize payment of the November list of bills from the 2007 budget by Werley, seconded by Foth, and carried unanimously.

**Consent Business**

2. Approve minutes from the Library Board meeting of October 18, 2007.
3. Receive minutes from the Long Range Planning Committee meeting of October 15, 2007

**Motion**

Motion to approve the minutes from the Library Board meeting of October 18, 2007 and to accept the minutes from the Long Range Planning Committee meeting of October 15, 2007 by Foth, seconded by Eisen, and carried unanimously.

**Director's Report/Information Items**

4. Statistics. Lending statistics for October were up 8% overall from last year. New programming that was offered to children, teens and adults may be a contributing factor. We had over 200 people attend programs for adults for the month which is more than double than any previous month. For children's programming, we had nearly 1000 in attendance.
5. Library Budget. Director Saecker met with the Common Council on November 8<sup>th</sup> to review our proposed budget. The City budget is scheduled to be finalized on November 19<sup>th</sup>. Council members supported reinstating Sunday hours in 2008. The Library's Policies & Personnel Committee will meet in November to proceed with the director's evaluation. Their recommendation will be given to the Board at the December meeting. Discussion relative to the exempt and non-exempt status of library employees and providing premium pay to employees who work summer Saturdays ensued. These topics will be addressed by Director Saecker and the Personnel Committee.
6. Long Range Planning Meeting. The Long Range Planning Committee is now working on goals and objectives.
7. Library Legislative Day. Library Board members were encouraged to attend Library Legislative Day which will be held on Tuesday, January 22 in Madison. Anyone interested in attending may submit their registration form to the Administrative Office. Fees will be paid by the Library.
8. Boys & Girls Brigade Christmas Giving Program. Library employees are sponsoring a family registered for the Boys & Girls Brigade Christmas Giving Program. They also plan to donate money which will be used to purchase books as gifts for children of families who remain

unsponsored. Collection canisters have been placed at each of the service desks for patrons who wish to contribute as well.

9. Recent Speeches. Dir. Saecker recently gave a presentation on Library 2.0 at the Wisconsin Library Association Conference and another on blogging at a workshop for Winnefox Library System.
10. Letters about Literature. Director Saecker has been asked to serve as a judge for Letters about Literature, a Wisconsin Center for the Book program where students in elementary through high school write letters about literature.
11. WLA Secretary. Director Saecker was recently elected secretary of WLA. She will spend two days in December in Madison learning about her new duties. Board members commended her for bringing this honor to Menasha.

#### **Discussion/Action Items**

12. City ID Badges. In September, Library Board members were told that all City employees would be required to wear ID badges that would include a photograph and first and last names. Volunteers would be required to wear generic badges. Library Board members agreed to allow Library employees to continue wearing our existing ID badges which include only first names and library department names in place of the City badges. Recently the City reconsidered their decision. They are no longer requiring employees to include their last name on the photo ID badges. Director Saecker was asked to bring this issue back to our Board for further consideration. Discussion ensued.

#### **Motion**

Motion to authorize library employees and volunteers to follow the City's ID badge use policy by Werley, seconded by Foth, and carried unanimously.

13. New Library Copier. Director Saecker recommended purchasing a Kyocera KM-2050 copier with a coin-op connection to replace the two outdated copiers currently on the main floor. Discussion ensued.

#### **Motion**

Motion to approve the purchase of the Kyocera KM-2050 copier for \$2252.75 with a coin-op connection for \$850.00 by Eckstein, seconded by Werley, and carried unanimously.

14. Director's Evaluation. There was a consensus to table this item until the December meeting.

Eisen recommended that we discontinue lighting the Elisha D. Smith Public Library sign that is mounted at the top southeast corner of the building now that we have a prominent, well lit sign at ground level. Director Saecker will check with Building Supervisor Adam Alix about this.

#### **Adjournment**

Motion to adjourn the meeting at 5:09 p.m. by Foth, seconded by Eckstein, and carried unanimously.

#### **Future meeting dates**

The next regular board meeting will be held in the Gegan Room on Thursday, December 20, 2007 at 4:30 p.m.

Respectfully submitted,  
Charlotte Foth, secretary  
Kris Seefeldt, recording secretary

Neenah-Menasha Fire Rescue  
Finance & Personnel Committee Meeting  
Tuesday, November 27, 2007  
Hauser Room – City of Neenah

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

Present: Ald., Mark Lange, John Ahles, Sue Wisneski, Steve Pack, and Tom Michalkiewicz

Excused: Ald. Todd Stevenson

Also Present: Chief Len Vander Wyst, Director Easker and Administrative Assistant Theisen

Approval of Minutes: The Committee reviewed the minutes from October 23, 2007. **MSC Pack/Lange to approve the minutes from October 23, 2007, all voting aye.**

Month End Budget Report: The Committee reviewed the October 2007 month end budget report. **MSC Michalkiewicz/Pack to approve October 2007 month end budget report, all voting aye.**

Monthly Activity Report: The Committee reviewed the October 2007 activity report. **MSC Lange/Michalkiewicz to place the October 2007 activity report on file, all voting aye.**

DNR Grant: Chief Vander Wyst reported that both Common Councils have approved the DNR grant with the 50% matching funds.

Hurst & Jaws Equipment: Chief Vander Wyst noted that the Hurst tools and jaws equipment has been placed on Ebay for sale.

2008 Medical Evaluations: Chief Vander Wyst reported that both Common Councils have approved Theda Care as the provider for NMFR's 2008 physicals.

2008 Operation/CIP Budget: Chief Vander Wyst said that both Common Councils have approved NMFR's 2008 Operation/CIP budget. This budget also includes the purchase of an ATV vehicle.

Rescue 31: Chief Vander Wyst reported that Rescue 31 had to be taken out of service due safety concerns. We have also put alot of money into repairs over the last couple of months and it has not helped with its performance. Rescue 31 currently carries all of our jaws equipment. The heavy Hurst and jaws equipment has been moved to Utility 35 and this vehicle is being used temporarily. The smaller jaws tools have been moved to the engines for use. Rescue 31 was scheduled to be replaced when the new engine is received in March of 2008. However, Chief Vander Wyst expressed concern over

waiting this long to replace Rescue 31. We are now short one vehicle. **MSC Pack/Lange to place Rescue 31 on Ebay for sale as soon as possible, all voting aye.** The Committee directed Chief Vander Wyst to bring the sale information back to Committee for review in January.

Discussion was held on the purchase of two staff vehicles and Chief Vander Wyst noted that the department could use a pick up truck for transportation of equipment from station to station. At this time, we do not have a mid-size pick up truck that can be used and the department does have a need for this. Discussion was held on the need of a pick up truck. The Committee directed Chief Vander Wyst to talk to Director Wettering to see if Neenah Water Utility is going to replace their 2000 pick up truck in 2008, find out the value of that vehicle and if it is something that will fit the needs of the department and to bring this information back to the Committee to review in January.

Discussion was held on the two vehicle replacements scheduled for 2008. Due to the issue of Rescue 31 being taken out of service, and the department being short one vehicle, the Committee felt the search for two new staff vehicles should begin in December. The thought is that we could find two used vehicles at a good price since most dealers are trying to get rid of inventory before the end of the year. **MSC Pack/Ahles direct Chief Vander Wyst to purchase two used staff vehicles through a program or State bid not to exceed the \$30,000 that is in the 2008 budget and report comparable information back to the Committee, all voting aye.**

December 2007 Meeting: The Committee discussed the meeting scheduled for December 25, 2007. They decided to cancel this meeting since it is scheduled for Christmas Day.

2008 Meeting Schedule: The Committee reviewed the 2008 meeting schedule. The next meeting will be held on Tuesday, January 22, 2008 in the City of Neenah, Hauser Room.

**MSC Pack/Michalkiewicz to adjourn at 6:10 p.m., all voting aye.**

Respectfully Submitted,

Len Vander Wyst  
Chief

LV/tt

**CITY OF MENASHA**  
**Plan Commission**  
**Council Chambers, 3rd Floor City Hall – 140 Main Street**  
November 20, 2007  
**DRAFT MINUTES**

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**I. CALL TO ORDER**

- A. Mayor Laux called the meeting to order at 3:30 p.m.

**II. ROLL CALL/EXCUSED ABSENCES**

- A. PLAN COMMISSION MEMBERS PRESENT: Mayor Laux, DPW Radtke, Ald. Merkes, and Commissioners Sturm, Sanders and Cruickshank.

PLAN COMMISSION MEMBERS EXCUSED: Commissioner Schmidt.

OTHERS PRESENT: AP Beckendorf, Linda Stoll, and Ald. Eric Hendricks.

**III. MINTUES TO APPROVE-MINUTES & COMMUNICATES TO RECEIVE**

A. **Minutes to approve:**

Ald. Merkes made a motion to approve the minutes of the November 6, 2007 Plan Commission Meeting. The motion was seconded by Comm. Sanders. The motion carried.

**IV. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY**

**Five (5) minute time limit for each person**

- A. Linda Stoll, 1525 Rue Reynard, made several comments regarding the comprehensive plan. Specifically, the amount of public participation, the lack of a citizen survey, the lack of information on the web site, the lack of a vision statement, and questioned several of the goals. She also suggested stronger statements about creating neighborhoods.

**V. DISCUSSION**

A. **Comprehensive Plan Chapter Review – Issues and Opportunities**

- Commissioners discussed the following:
  - The creation and implementation of a citizen survey.
  - Adding a policy to Utilities and Community Facilities that would encourage stormwater sites to be dual use, such as parks.
  - Using the citizen survey to make the issues and opportunities section more robust, and including a trends report to help justify the identified issues and opportunities.

B. **Preferred Land Use Map Review**

- Commissioners discussed the following:
  - The addition of neighborhood centers to the map.
  - Several suggestions regarding the mixed use designation.
  - The land use map should show all officially mapped roads.
  - Plan timeline.

**VI. ACTION ITEMS**

A. **Request for Variance from Right of Way Standards**

- Commissioners discussed the following:
  - Officially mapping roads.

DPW Radtke made and Comm. Cruickshank seconded a motion to recommend approval of the variance request to reduce the required right-of-way width from 60-feet to 50-feet and to eliminate the requirement for a temporary cul-de-sac at the west end of Birling Court. The motion carried.

B. **Certified Survey Map – Manitowoc Road at McKayla Drive**

- Commissioners discussed the following:
  - Lot size differences with adjoining subdivision.

DPW Radtke made and Comm. Sanders seconded a motion to recommend approval of the Manitowoc Road CSM. The motion carried on a 6-1 roll call vote (Ald. Merkes – no).

## **VII. ADJOURNMENT**

- A. DPW Radtke made a motion to adjourn at 4:45 p.m. Comm. Sanders seconded the motion. The motion carried.



## MENASHA POLICE COMMISSION MEETING MINUTES

DATE: November 15, 2007

Commissioner Liebhauser called the meeting to order at 5:00pm at the Menasha Safety Building, 430 First Street, Menasha.

Present: Barb Ballard, Joe Cruickshank, Jim Liebhauser, Amy Ristow, and Lt. Michael Brunn

Absent: Larry Buck, Chief Stanke

- I. Minutes of the last meeting: M/S/C Cruickshank/Ristow to accept the 10/4/2007 Meeting Minutes.
- II. Police Report – Lt. Michael Brunn.
  1. Training Certificates: Robert Stanke-International Association of Chiefs of Police; Michael Brunn-Personnel Investigations, Employment Practices, County Village Municipal Insurance Corporation(CVMIC); Matt Albrecht-Intoximeter Operation, Department of Transportation,(DOT), Operation RUSH, (Drug Interdiction Program); Tim Styka-Incident Command System-300; Jeff Jorgenson-Team and Process Improvement, Coaching Employees, CVMIC; Martin Schramper-Badger Tracs User Conference; Chuck Sahr-Badger Tracs User Conference, Employment Practices, CVMIC; Ron Bouchard-Employment Practices, CVMIC; Larry Bonneville- Employment Practices, CVMIC; Dennis Perschbacher-Employment Practices, CVMIC.
  2. A thank you note was received from President Robert Lewis Howard of the Congressional Medal of Honor Society for assistance provided during the Isle of Valor ceremony.
  3. A thank you note was received from St. Mary Central High School for assistance provided during their homecoming parade.
  4. The DOT has awarded the Menasha Police Department a \$4000.00 equipment grant for their participation in the Drunk Driving Over the Limit campaign.
  5. Scott Stiles has been hired as a police officer, his start date being 11/12/2007.
  6. The Menasha Police Department has added a full-time Community Service Officer position.
- III. Old Business: None.
- IV. New Business: None.
- V. Correspondence: None.
- VI. Schedule next meeting: Thursday, January 17, 2008 at 5:00pm.
- VII. Adjournment: M/S/C Cruickshank/ Ristow at 5:32pm.

Respectfully submitted,

Barb Ballard  
Commissioner, Secretary

CITY OF MENASHA  
PUBLIC HEARING  
Council Chambers, 3<sup>rd</sup> Floor  
140 Main Street, Menasha  
November 19, 2007  
**MINUTES**

- I. Public Hearing called to order by Mayor Laux at 6:45 p.m.  
Present: Ald. Michalkiewicz, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks, Eckstein  
Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, FC VanderWyst, DPW Radtke,  
AP Beckendorf, C/T Stoffel, PHD Nett, PRD Tungate, Clerk Galeazzi,  
the Press.

**Proposed City of Menasha 2008 Budget**

People Speaking:

1. Stan Sevenich, 645 Ninth Street. Council did a good job on the budget; did not address large debt; City credit rating has dropped; Lake Park Villas, increase in debt services; Community Development Dept. needs to be a marketing dept., need to focus on economic development; Police Dept. needs full-time CSO; Fire Dept, ATV not necessary; Commend CA/HRD Brandt and staff for savings cost on health insurance plan.
2. Roy Rogers, 821 Arthur Street. Senior Center needs new chairs; lot of activity at Senior Center.
3. Candy Rusin, 628 Nicolet Blvd. Health Dept. staff works hard to educate residents.
4. Marcy Thiry, Menasha Joint School District. Health Dept., Fire Dept. and Police Dept. work very close with school district to help students; have worked together to establish emergency plan.
5. Don Griesbach, 928 Fourth Street. Support Health Dept. and Police Dept. Menasha Health Dept. only one in area that works with school district.
6. Nancy Barker, 506 Keyes Street. Menasha Health Dept. is a model for other Health Dept. in State. Attendance at Senior Center is increasing.

People Signing: No One.

- II. Mayor Laux called the hearing to a close at 7:05 p.m.

Respectfully submitted by Deborah A. Galeazzi, City Clerk



**City Hall Safety Committee  
Minutes  
October 3, 2007**

Present: Adam Alix, Tom Stoffel, Sylvia Bull, Kristi Heim, Todd Drew, Jeff Brandt, Tasha Saecker, Peggy Murphy, Sue Nett

Absent: Brian Tungate

Meeting called to order at 1:15 PM

- A. Motion to approve minutes from September 5, 2007 meeting made by S. Bull and seconded by T. Saecker. Motion carried.
- B. Held over business
  1. Employee ID update – S. Nett finalizing purchase of supplies. S. Bull suggested including generic ID badges for volunteers, and visitors, contractors to the city buildings.
  2. S. Nett has not had time in the past month to finish reviewing and updating the Emergency Operations and Evacuation Plan. This will continue to be on the agenda until the update is complete.
- C. New Business
  1. The September Safety topic was distributed and discussed - using a ladder safely.
  2. No injuries to review
  3. Worker's compensation reports for the first 6 months of 2007 from CVMIC reviewed.
  4. T. Drew presented information he received at a national environmental healthy conference on "staff only" area signage. Presenter was encouraging "staff only" signage so as to restrict the access to staff work areas especially by the media. Currently second and third floors at City Hall have staff only signage. After discussion, it was decided use of signage will be on a departmental basis.
  5. S. Bull related concern she has with lack of walk through lighting when leaving senior center by back door. A. Alix to work with S. Bull on acceptable solution.
  6. Members asked for input on revising employee report of injury form (to be on next month's agenda).
- D. Training – Scheduled for Nov. 14 and 15. Topics to include harassment training and how to review MSDS sheets. Meeting with Bruce Stenz on 10-4-07 to plan the schedule.
- E. Meeting adjourned at 2:25 PM. Next meeting November 7, 2007.



Public Works and Parks Safety Committee Meeting

Minutes  
October 23, 2007

Present: Jim Julius, Bob Huss, Tim Jacobson, Mark Radtke, Matt Schultz, Todd Drew, Peggy Murphy, Sue Nett

Absent: Corey Gordon, Jeff Nieland, Ken Popelka, Jeff Brandt, Adam Alix, Brian Tungate

Meeting called to order at 9:07 AM

- A. Motion to approve minutes from September 25, 2007 meeting made by M. Radtke and seconded by B. Huss. Motion carried.
- B. Old Business
  1. Emergency Operations and Evacuation Plan is still in process of revision.
  2. Employee IDs – Pictures have been taken. IDs won't be made until policy approval by council.
  3. Mercury Spills Clean-Up Kits have been put together. There is one in the Parks Dept and one at the Health Dept. There was a mercury spill incident in the parking lot of City Hall. One of the containment bags was defective and leaked. Containment bags in the kits have been replaced. Instructions on how to use the kits are included.
- C. New Business
  1. October safety topic on ladder safety distributed.
  2. Injury review – there was one minor injury to report – small puncture wound to a finger when employee was changing side broom on the street sweeper. Employee was wearing gloves. Suggestion made to explore use of a heavier puncture resistant glove when performing this task.
  3. Emergency Response Guidebooks given for distribution to city vehicles. Books have been numbered so a record can be kept of which book has been assigned to which vehicle.
  4. There is now a 2007 Flagger Handbook. S. Nett to order copies for every vehicle.
  5. S. Nett to order copies of Work Zone Safety Handbook for every vehicle.
  6. B. Huss brought forth a request from employees to review safety procedures when dumping at Badger Highways Quarry. S. Nett to contact Bruce Stenz to see if he has any existing policies regarding quarry safety.
- D. Training
  1. Agenda reviewed for the training scheduled for 11-14 and 11-15. 5 Different practice stations will be set up for employees to have hands-on body mechanics safety experiences. B. Huss will have the equipment set up in the Parks garage and ready for the training.
- E. Meeting adjourned at 9:50 AM. Next meeting November 27, 2007.

# NEENAH-MENASHA SEWERAGE COMMISSION

## Regular Meeting

Tuesday October 23, 2007

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

**Present:** Commissioners R. Zielinski, J. Jurgenson, G. Cowling, W. Helein, D. Youngquist, W. Zelinski; Manager Much, Attorney Gunz, Accountant Voigt.

**Excused:** Commissioner K. Bauer.

**Also Present:** Paul Much (MCO); Mike Sambs (Waverly S.D.).

Motion made by Commissioner R. Zielinski, seconded by Commissioner J Jurgenson to approve the minutes of the Public Hearing & Regular Meeting of September 18, 2007. Motion carried unanimously.

### Correspondence

There was no correspondence to be discussed.

### Budget, Finance, Personnel

Accountant Voigt presented to the Commission the unaudited financial statements for September 2007. After discussion, moved by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to accept the unaudited financial statements for the month of September 2007 and place them on file. Motion carried unanimously.

Accountant Voigt presented MCO invoice #12089 in the amount of \$102,288.42 for the month of November 2007. Motion made by Commissioner D. Youngquist, seconded by Commissioner W. Helein to approve MCO invoice #12089 in the amount of \$102,288.42 for the month of November 2007 and to pay the invoice after November 1. Motion carried unanimously.

Accountant Voigt presented the Accountants Report for the month of September, 2007. The interest rates on the money-market accounts have decreased. MCO generated \$2,959 in additional income for the Commission; restricted cash balances totaled \$2,860,000 at the end of September. Motion made by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to accept the Accountants Report for the month of September 2007. Motion carried unanimously.

Accountant Voigt reported to the Commission on the requirement for the NMSC Replacement Fund. Based on information received from RBC Capital Markets, they obtained information from the DNR that since the requirement to fund the Replacement Fund comes due to the NMSC receiving EPA grant money, the EPA requirement is the Replacement Fund needs to be maintained for as long as the NMSC facility exists or remains in existence. The Replacement Fund requirement is not tied to any bonds issues or other borrowing.

Accountant Voigt presented the following invoices from McMahon Associates for payment:

#66807	Underground Distribution – Design	\$1,750.00
#37747	Underground Distribution – Site/Topo Survey	\$3,498.74.
#37956	Sludge to Sludge Heat Exchanger - Design	\$ 141.00.
#38046	Underground Distribution – Design	\$1,750.00.

Motion made by Commissioner D. Youngquist, seconded by Commissioner J. Jurgenson to approve for payment invoices #66807, #37747, #37956, and #38046 to McMahon Associates. Motion carried unanimously.

### **Operations, Engineering, Planning**

Manager Much presented and discussed the operating report for the month of September 2007. The plant is operating well. Lee's Contracting is completing his work for the clarifier rebuild; the next step is for the painters to come in to paint. After discussion, motion made by Commissioner R. Zielinski, seconded by Commissioner D. Youngquist to approve the operating report for the month of September 2007 and to place the report on file. Motion carried unanimously.

Manager Much updated the Commission on the Sludge-to-sludge heat exchanger pilot unit. The pumps are in and the piping is currently being installed. It is expected the unit should be running in two weeks.

Manager Much updated the Commissioners on the status of the electric underground distribution replacement. The plans and specifications are being prepared with a November bidding anticipated.

Manager Much presented a sewer extension request from Davel Engineering for Castle Oak II subdivision located in the City of Neenah. After discussion, motion made by Commissioner J. Jurgenson, seconded by Commissioner R. Zielinski to approve the sewer extension request for Castle Oak II subdivision located in the City of Neenah. Motion carried unanimously.

### **Old Business**

Ordinance Contract incorporate revisions update. Attorney Gunz reported he is making progress; he will have a draft version or possibly the final version document by Christmas.

Sewer ownership update. Attorney Gunz reported the City of Neenah is interested to proceed as quickly as possible; the City of Menasha does not want to own the Interceptor line from the Town of Menasha. There are two alternatives the Commission can do: 1) Separate the Interceptors by Resolution and turn over the Interceptors in Neenah to the City of Neenah now and then do the Interceptors in Menasha after December 2008, or 2) Do the transfer of ownership for both communities after December 2008. The transfer of ownership from the NMSC to the Cities can be done with a resolution; the Commission may also want to make contractual arrangements for maintaining the Interceptors. It was the consensus of the Commissioners to proceed with a

resolution to turn over the ownership of the Interceptors serving the City of Neenah to the City of Neenah.

Manager Much updated the Commissioners on the sludge storage study. Additional information and reports will be presented in November.

**Vouchers**

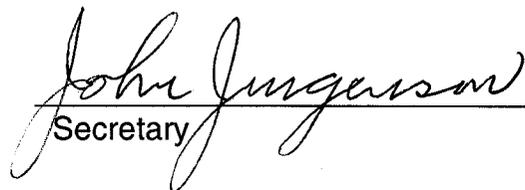
Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein, to approve Operating and Payroll Fund Vouchers #129954 thru #129996 in the amount of \$244,636.47 for the month of September 2007. Motion carried unanimously.

Commissioner D. Youngquist made a motion to convene into closed session under Section 19.85(1)(g) and 19.85(1)(e) of the Wisconsin Statutes to confer with legal counsel concerning strategy to be adopted by the NMSC with respect to their joint defense with the Cities of Neenah and Menasha in connection with potential liability arising from the Lower Fox River/Green Bay Natural Resource Damage Assessment, Lower Fox River and Green Bay remediation issues, and related potential litigation and to discuss strategies for negotiations with representatives of the United States of America on compromise settlement of potential CERCLA liability, indemnification, contribution protection and municipal entities infrastructure concerns with respect to the Lower Fox River/Green Bay; motion seconded by Commissioner J. Jurgenson. Motion carried unanimously. Meeting convened into closed session at 8:40 am.

Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein to reconvene into Regular open session. Motion carried unanimously. Meeting returned to Regular open session at 9:10 am.

Motion made by Commissioner D. Youngquist, seconded by Commissioner J. Jurgenson to adjourn the meeting. All present voting aye; nays, none. Meeting adjourned at 9:10 a.m.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**THE NEXT REGULAR MEETING IS ON TUESDAY November 27<sup>th</sup>, 2007.**

CLOSED SESSION OF THE WATER AND LIGHT COMMISSION  
October 24, 2007

**Draft**

Commission President Stan Martenson called the Closed Session to order at 7:45 a.m., upon the unanimously approved motion by Comm. Laux, and seconded by Comm. Watson, pursuant to Section 19.85 (1) (e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. RE: Non-represented Compensation

Commissioners Laux and Watson were present on roll call by Commission President Martenson. Also present was General Manager Young.

The purpose of the Closed Session was to discuss management compensation.

There being no further business, the motion by Comm. Laux, seconded by Comm. Watson, was unanimously approved to adjourn from Closed Session and convene into Open Session of the Regular Meeting of the Water and Light Commission at 7:52 a.m.

BY: CARLA R WATSON  
Acting Secretary

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

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CLOSED SESSION OF THE WATER AND LIGHT COMMISSION

October 24, 2007

**Draft**

Commission President Stan Martenson called the Closed Session to order at 7:34 a.m., upon the unanimously approved motion by Comm. Watson, and seconded by Comm. Laux, pursuant to Section 19.85 (1) (c) of the Wisconsin Statutes for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. RE: Grievance

Commissioners Laux and Watson were present on roll call by Commission President Martenson. Also present were General Manager Young, Manager of Business Operations Krause, Union President Chris Morrison, and Customer Service Clerk Wendy Schneider.

The purpose of the Closed Session was to discuss the Customer Service Clerk grievance. The Commission heard the concerns of the union relating to the grievance, and excused staff at 7:42 a.m.

There being no further business, the motion by Comm. Laux, seconded by Comm. Watson, was unanimously approved to adjourn from Closed Session and convene into Open Session of the Regular Meeting of the Water and Light Commission at 7:45 a.m.

BY: CARLA R WATSON  
Acting Secretary

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

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SPECIAL MEETING OF THE WATER AND LIGHT COMMISSION

November 6, 2007

**Draft**

Commission President Martenson called the Special Meeting of the Water and Light Commission to order at 7:35 A.M., with Commissioners Mark Allwardt, Bob Fahrback, Joe Laux, and Carla Watson present on roll call. Also present were Doug Young, General Manager; Melanie Krause, Manager of Business Operations; Steve Grenell, Project Engineer; Dick Sturm, Manager of Steam Production; Steven Fields, Steam System Maintenance Superintendent, and the Press.

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

Joanne Roush, 409 Cleveland Street, requested corrections be made to the minutes from the October 16 meeting. She stated she attended the Oct. 16 meeting because her representative on the Common Council was unable to attend, not that she was attending on his behalf as reflected in the minutes. In addition the noise concerns were initially brought to the attention of the Commission by Mary Nebel. At the Common Council meeting held last night, City Attorney Brandt stated the Council could not mandate the Utilities General Manager attend the Council meetings, and because the General Manager reports to the Commission, the Commission could mandate attendance at Council meetings. Ms. Roush urged the council “to come together and unanimously extend a courteous invitation to Mr. Young, on behalf of the citizens they represent, to continue to be available at every Administration Committee meeting, to address that body and report on progress as well as answer any questions they may have.” If he is unable to attend, she felt the Commission should assure that someone else attends the meetings. Ms. Roush also requested that at least a portion of the joint meeting between the Common Council and Utilities Commission be held in open session to accept public comments.

Mary Nebel, 713 First Street, stated she commented on the Water Street noise issue, not Joanne Roush as reflected in the October 16 minutes. Ms. Nebel asked what the pressure (psi) was on the #5 turbine, and Manager of Steam Production Sturm replied it was 220 – 270 lbs. She then asked if the Steam Plant was able to supply steam to meet the needs of SCA’s Yankee Dryer. Mr. Sturm responded yes.

Item IV. Unfinished Business

A. Council Updates – General Manager Young reported on discussions held at the November 5 Common Council meeting. A joint meeting of the Council and Commission has been scheduled for December 3. A memorandum from Mr. Sturm regarding the noise issue was discussed along with a letter from Dresser Rand assuring safety issues have been addressed.

Item VIII. New Business

A. Communication from Kathy Bauer presented at 8/20/07 Common Council meeting – Commission President Martenson responded that politics need to be kept out of this. Money has been tight but an inventory list is being developed and will include lead time. Just recently, June 2006, we have all equipment working. The 2008 budget projects to breakeven. Mayor Laux added the Sargent and Lundy report showed a

long-term breakeven analysis. Comm. Martenson stated the Sargent and Lundy report indicated the debt would not be covered if selling the Utility was an option. He added the financials would be forwarded to the Common Council, and if we didn't have the right people, we would get the right people. General Manager Young will draft a response to Ms. Bauer's communication for the Council and Commission.

- B. Amendment to the Agreement for Bidding and Construction Phase Services – this amendment is being requested to extend the services of McMahon Associates through the check-out phase of the Water Plant. McMahon's would have a representative on site part-time until the testing is complete.

The motion by Comm. Allwardt, seconded by Comm. Watson, was unanimous to approve the Amendment to the Agreement for Bidding and Construction Phase Services.

Comm. President Martenson requested an update on the strategic plan and model. Manager of Business Operations Krause replied the team met yesterday to update the strategic plan list and assigned project managers. They are addressing the status of each and action steps needed. Each of the components will then be prioritized. Project Engineer Grenell stated the model has been compared to actual, but no new scenarios have been run.

Item VI. The motion by Comm. Fahrbach, seconded by Comm. Watson, was unanimously approved on roll call at 7:50 a.m. to convene into Closed Session pursuant to Section 19.85 (1) (e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. RE: Steam Utility Work-out Plan

By: ROBERT H. FAHRBACH  
Secretary

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SPECIAL MEETING OF THE WATER AND LIGHT COMMISSION

November 13, 2007

**Draft**

Commission President Martenson called the Regular Meeting of the Water and Light Commission to order at 7:30 A.M., with Commissioners Mark Allwardt, Bob Fahrbach, Joe Laux, and Carla Watson present on roll call. Also present were Doug Young, General Manager; Dick Sturm, Manager of Steam Production; Steve Fields, Steam System Maintenance Superintendent; and the Press.

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

Mary Ann Mulvey, 274 Misty Meadow Lane, raised a question from the meeting where the 2008 budget was discussed, and there was some dissatisfaction with the projected revenue for the Steam Plant only. The Commission asked that projections be re-examined and the numbers verified; has this been done and if so, what were the results?

Comm. President Martenson asked if the question was regarding #5 turbine revenues for 2007 compared to 2008; and Ms. Mulvey said it was. Comm. Martenson said he met with Project Engineer Grenell to review the numbers, and staff is projecting to operate #5 differently in 2008 whereby they are optimizing how the turbine is operated.

Ms. Mulvey then asked about a discussion at the Oct. 16 meeting regarding discrepancies between the financial models provided by Sargent and Lundy versus those used by the Steam Team; was this resolved? General Manager Young responded this is being worked on with respect to Sargent and Lundy.

Ms. Mulvey's final question asked if there was a procedure where a citizen could request an item to be placed on the agenda for a Commission meeting. Comm. Martenson stated this could be requested through staff.

Item IV. Unfinished Business, Response to Kathy Bauer – the Commission did not have any changes to the draft, and the memorandum will be forwarded to the Common Council.

Item V. New Business, Communication from Joanne Roush from November 6 meeting – Comm. Martenson stated the October 16 minutes have been approved and signed, but it would be appropriate to have Ms. Roush's communication attached to the minutes. The motion by Comm. Laux, seconded by Comm. Allwardt, was unanimously approved to accept the communication and attached it to the October 16 minutes.

Manager of Business Operations Krause arrived at 7:40 a.m.

Noise Resolution Update – the memorandum from Manager of Steam Production Sturm was distributed to the Common Council for their meeting on Nov. 5. Mr. Sturm indicated he has talked with three of the neighbors on Water Street this past week. One remains concerned about the noise, one described it as tolerable, and the other described it as livable. SPE Environmental,

the manufacturer/ fabricator of the baghouse was onsite and is gathering estimates on the cost of moving the blowers indoors, and that was followed-up by a visit from a mechanical contractor to supply the duct work. The plan under consideration would require the vendor to purchase a spare fan and mount it; then replace one at a time with that method. A plant outage would not be required. Another update will be provided to the Council by the end of the month.

Out of State Travel to Goodyear Plant – the motion by Comm. Fahrback, seconded by Comm. Laux, was unanimously approved to authorize Manager of Steam Production Sturm and Steam System Maintenance Superintendent Fields to travel on Nov. 19 or 20 to the Goodyear Plant in Ohio relative to the coal belts.

Non-represented Salaries – the motion by Comm. Laux, seconded by Comm. Allwardt, was unanimously approved on roll call to authorize a 3% increase in non-represented salaries.

Strategic Planning - the Commission discussed the plan presented. The request was made to number each of the items under each individual goal (i.e., 1.1, 1.2, 1.3). Additional columns requested are to include team members, short, medium or long term and timeframe, impact for the bottom line, capital or O & M, cost estimate, return-on-investment, priority, and status/percent of completion.

Staff indicated some of the items have already been added to the plan.

Comm. Laux asked if some of the projects could be completed in a shorter time frame by using outside consultants. General Manager Young stated this could be another column added to the plan indicating whether outside assistance would be needed.

After further discussion, staff was requested to update the plan with additional details, and it will be reviewed at the next meeting on Nov. 20. The Commission would like the plan discussed at the joint Council/Commission meeting on December 3 with as much detail as possible.

Comm. President Martenson departed at 8:05 a.m. and turned the meeting over to Comm. Vice President Allwardt.

Item VI. The motion by Comm. Fahrback, seconded by Comm. Watson, was unanimously approved on roll call at 8:10 a.m. to convene into Closed Session pursuant to Section 19.85 (1) (e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. RE: Steam Utility Work-out Plan

By: ROBERT H. FAHRBACH  
Secretary

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REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

October 24, 2007

**Draft**

Commission President Martenson called the Regular Meeting of the Water and Light Commission to order at 7:33 A.M., with Commissioners Joe Laux and Carla Watson present on roll call. Also present were Doug Young, General Manager; Melanie Krause, Manager of Business Operations; Union President Chris Morrison, and Customer Service Clerk Wendy Schneider.

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

Item II. The motion by Comm. Watson, seconded by Comm. Laux was unanimously approved to convene into Closed Session pursuant to Section 19.85 (1) ( C ) of the Wisconsin Statutes for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. RE: Grievance

And pursuant to Section 19.85 (1) (e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. RE: Non-represented Compensation

At the conclusion of the discussions, the Commission adjourned from Closed Session and convened into Open Session of the Regular Meeting of the Water and Light Commission at 7:52 am.

The motion by Comm. Laux, seconded by Comm. Watson, was unanimously approved to deny the Customer Service Grievance.

Staff members and the Press joined the meeting at this time.

Item III. No one from the Gallery to be heard on any topic of public concern to the Utility.

Item IV. Motion made by Comm. Watson, seconded by Comm. Laux, was unanimous on roll call to approve the following:

- A. Minutes of the Special Meetings of September 18, October 2, and October 16, 2007.
- B. Minutes of the Regular Meeting of September 26, 2007.
- C. Checks dated Sept. 28, and Oct. 4 - 24, 2007, which includes Net Payroll Voucher Checks, Void O & M Checks #32144 and 32331, and Operation and Maintenance Voucher Checks for a total of \$1,149,812.75, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call.
- D. Correspondence, as listed.

Copy of email dated September 19, 2007, to Energy Services Representative Voigtlander, from Sandra Hawn, 724 Arthur Street, Menasha, re: Thank You – Conservation Information  
Copy of letter dated Sept. 21, 2007, to Sen. Herb Kohl, from WPPI CEO Roy Thilly, re: Railroad Antitrust Enforcement Act of 2007  
Copy of minutes from September 21, 2007 MEUW Board of Directors Meeting  
Copy of note card received September 25, 2007, to General Manager Young, from Dave Voss, Miron Construction, re: Thank You – Isle of Valor  
Copy of letter dated October 4, 2007, to Menasha Utilities Commission, from Mary Griesbach, 953 Mistflower Circle, Menasha, re: Customer Expo  
Copy of memorandum dated October 10, 2007, to City of Menasha Common Council, from General Manager Young, re: Channel Inlet Pump  
Copy of note card received October 15, 2007, to General Manager Young, from Tom Robinson, VFW Nicolet Post No. 2126, re: Thank You – Isle of Valor

Item V. September Financial and Operations Statement – General Manager Young stated energy demands increased for the month with increases on the residential side and small increases on the industrial side. Water sales to the Town of Menasha increased for the month.

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

Energy Services Representative Voigtlander arrived at 7:55 a.m.

Because the Commission convened into Open Session earlier than anticipated, Commission President Martenson opened the meeting to people in the gallery who wished to be heard on any topic of public concern to the Utility.

Mary Nebel, 713 First Street, stated she has been working with steam engineers and read from a piece of information received: “installation of steam turbines, regarding the back pressure turbine at the Steam Plant, requires the highest level of professional engineering. The turbine mounting and the associated piping are extremely critical. Any strain on the turbine flanges resulting from the large thermal expansion of the piping can break a turbine casing. Not having access to the manufacturer’s design basis, I cannot address the steam supply arrangement in the Menasha turbine, but the addition of steam midway through the expansion cycle is a bit unusual. The purpose may be to safely increase the supply of back pressure steam available which is very often an option. The required drip trapping of the steam supply lines is noted and approved. The flow diagram does not address the matter of superheat in the 850 psi supply main, but that is an important question because without adequate superheat liquid water might be introduced into the expansion process causing erosion and loss of power. Use of a desuperheater on the 850 psi make-up for the secondary steam supply is quite likely to be a source of a problem. Desuperheaters are a major source of problems in any type of steam system because their main function is to evaporate water into a superheative steam in order to bring the steam temperature down. This is a very difficult thing to do. Quite commonly the desuperheater dumps water into the line in great excess and contaminates the down stream with excess water. This potential problem was the first thing that struck us from the first plans at the system.”

Ms. Nebel added: “This is why I am concerned. I don’t know if it has any merit; you people are the experts and the brain-power.” Comm. Martenson requested a copy, and Ms. Nebel stated she would have to get permission for that. Comm. Martenson replied if he was given a copy it could be reviewed and her concerns addressed.

Ms. Nebel said there was an article on August 21 in the newspaper discussing Kathy Bauer’s request at the Common Council meeting to examine three options. Comm. Martenson stated the Utility Commission has not seen the request. Ms. Nebel provided a copy of the request, and Comm. Martenson said it would be reviewed.

Mary Ann Mulvey, 274 Misty Meadow Lane, asked about an item discussed at the October 23 Special Meeting regarding a facilitator for the Steam Plant Work-out Plan. Comm. Martenson replied the Commission felt this item could be accomplished in-house without spending additional money.

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

Item VII. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes.

Item VIII. Unfinished Business – there was no Unfinished Business discussed at this meeting.

Item IX. New Business, Election of Commission Officers – the motion by Comm. Laux, seconded by Comm. Watson, was made to re-elect all current officers for another year. The motion passed 2 – 1. They officers will be:

- President – Stan Martenson
- Vice President – Mark Allwardt
- Secretary – Robert Fahrback

2008 Budget Review and Approval – Comm. President Martenson held this item until after the staff reports.

Item X. Project Reports, Water Plant Project – Water Plant Superintendent Jerry Sturm reported the project is about 90 – 95% complete. Staff is working with the computer system, testing the valves. Once this is done, the programming will be completed and they will be able to go into the start-up procedure. The filter media will be in next week. He added the plant will be started without the granular activated carbon filters, and once the plant is running they will start with the contactors.

Mapping Conversion – Technical Services Engineer Teale stated the conversion is going very well, and approximately 95% of the data on the CableCad system was transferred.

Item XI. Staff Reports, General Manager – there were no questions to the report presented.

Electric and Water Distribution/Safety Report – General Manager Young stated numerous water valves have been replaced in areas with issues.

Steam Utility – Manager of Steam Production Sturm gave an update on the neighborhood noise complaint. The sound study has been completed and the report has been received. The recommendation was made to add two silencers, one on the discharge and one on the intake of the fan. Each silencer weighs approximately 200#, which physically will not work. They are redesigning to move the blower fans inside to get them out of the open air situation. There are drawings of the two proposed locations, and the drawings need to be detailed, costs determined, and determining who is financially responsible.

Comm. Martenson stated he forwarded information regarding manhole sealing, and Mr. Sturm said he will be following up with the vendor.

Water Plant – Supt. Sturm reported the Water Plant crew is doing an excellent job connecting the old plant to the new plant. The projected start-up will be in December.

Telecommunications and Substations – Comm. Martenson asked about potential new fiber customers and Mr. Teale reported East Regional Central Planning will be moving to an Ahnaip Street location and would need to be reconnected.

Business Operations – there were no questions to the report presented.

Customer and Utility Services – Comm. Martenson reported on a complaint from a landlord that received a notice for an unpaid bill going on the tax roll. The landlord may want a hearing with the Commission. Customer and Utility Services Manager Rodriguez was asked to contact the landlord. The landlord felt notices should continue to be sent to the landlord even after the account has been turned over for collection.

Mayor Laux asked staff to respond to a customer letter regarding the Customer Expo that was included in correspondence.

Energy Services Representative – Energy Services Representative Voigtlander gave an update on the Customer Expo held on October 3. Approximately \$13,000 worth of conservation items were given to over 475 customers. A number of customers also signed up for blocks of renewable energy.

Mr. Voigtlander has joined an energy team at Intertape to look at processes within their plant for energy savings, and there is a potential lighting project for review at Graphic Packaging.

At the next meeting there will be an update on the WPPI programs for 2008.

Mr. Voigtlander departed at 8:25 a.m.

2008 Budget Review and Approval – Comm. Martenson stated they would start with the Fiber/Telco budget. Mr. Teale stated fiber strands will need to be added for the proposed

location of the East Central Planning Commission's office building on Ahnaip Street. General Manager Young said staff will be reviewing the dark fiber revenues over the next several months; our rates are much lower than our competition's.

Energy Services included mostly contract services, no specific projects.

The proposed budget for Substations included the SCADA satellite clock that will synchronize all our communication processors, which in turn has all the relays on the same time and will provide more accurate data.

The HVAC control software in the proposed Business Operations Computer budget has \$25,000 included for 2008 and 2009. Manager of Customer and Utility Services Rodriguez stated the software is a captive-type system that allows more flexibility with vendors for the upgrade. It is proposed to do all the major components in the building the first year, and the VAV controllers and thermostats would be done the second year.

Manager of Customer and Utility Services Rodriguez and Technical Services Engineer Teale departed at 8:45 a.m.

Water Budget – Manager of Business Operations Krause reported Step 2 of the water rate case will go into effect and the new rates have been included in the revenues. Expenses were modified to reflect operations of the new plant.

Short-term financing will be investigated for the Third Street project from Tayco to Racine Street.

Comm. Laux commented on the amount included in the proposed budget for the cost of road repairs and thought it might be too low. General Manager Young commented that those projects should be competitively bid and we are not seeing the best rates from the City. The amount in the budget is a low number, and the number of leaks has been lower than past years. The cost for road repairs is a large portion of the Water Distribution budget.

Water Plant Supervisor Sturm departed at 8:55 a.m.

Steam Budget – Comm. Martenson stated a \$2.1 million turn around is being projected from the year to next year. He asked if a better number should be projected for #5 electric sales if it will be functioning properly after March. Project Engineer Grenell said previous projections had more steam going through the #5 turbine, and staff will take another look at the revenue number.

On the income statement, current projections show there will be income to cover interest on the debt.

Comm. Martenson asked about the status of the fly ash testing. Mr. Sturm reported Carew Concrete is still interested and now that the new vendor is supplying 100% of the coal, samples will need to be supplied for testing.

Comm. Watson questioned whether the spare parts will be adequate for 2008. Mr. Sturm stated the spare parts list is continually being updated and will include vendor lead time.

Electric Budget – Mrs. Krause reported the electric purchased power will increase 10.2% next year, and that was figured into the budget along with the corresponding PCAC. General Manager Young stated WE Energies has two 7% rate increase requests anticipated for the next two years. We are under where the competition is, and we're seeing the results of increased ratios due to the MISO and ATC. An updated rate comparison will be compiled in the next couple of months.

On the automated meter replacement program, approximately 70% of the meters have been replaced on the electric side, and 63% on the water side.

The motion by Comm. Laux, seconded by Comm. Watson, was unanimous on roll call to approve the 2008 budget.

Item XII. People from the Gallery to be heard on any items discussed at this Meeting:

Mary Nebel asked if the budget could be posted on the City of Menasha's website. General Manager Young stated it has not been done in the past, but thought it could be put on the Utilities website.

Joanne Roush, 409 Cleveland Street, asked about the time frame for putting minutes on the website. It was explained that once minutes were approved at the Commission's regular monthly meeting and signed by the Commission Secretary, they are posted on the website. She also expressed disappointment in the absence of two Commissioners at the budget meeting and the budget was approved despite the fact there were some serious questions regarding numbers in the Steam Utility budget that need to be amended with no condition that amendments or additional information be presented at a future meeting. Staff explained that Commissioners Allwardt and Fahrback did have copies of the proposed budget to review.

Comm. Martenson responded and said if it had been a negative issue the budget would not have been passed. Because it is a potential positive issue, and if an adjustment is made it could result in more revenue in the budget. The Utility staff needs to get budget numbers to the City later today.

Item XIII. The motion by Comm. Watson, seconded by Comm. Laux, was unanimously approved on roll call to adjourn at 9:40 a.m.

By: CARLA R. WATSON  
Acting Secretary

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## Letters: Citizen Police Academy provides great insight

Advertisement

November 22, 2007

Each fall, the Menasha Police Department offers residents the opportunity to enroll in the Menasha Citizen Police Academy. Having just completed the 11-week program, I would like to make a few comments.

First, I would like to thank everyone in the department for sharing their time and expertise with my 11 classmates and me.

Through field trips, hands-on demonstrations and guest speakers, we learned about crime scene investigation, domestic violence, lethal and non-lethal force, officer hiring and training procedures and the school liaison programs.

Second, I would like to thank Crime Prevention Officer Jeff Jorgensen for coordinating such a fine program. Each night's session was carefully planned and well thought out.

Finally, the highlight of my experience was a ride-a-long with officers Lenss and Swenson. I was highly impressed with their professionalism, willingness to answer my questions and proactive approach to keeping Menasha safe.

Through this program, I have learned what a difficult job our officers have to do and that it's far too easy to judge the profession when reading the newspaper and watching the news.

I encourage other residents to get involved next year to learn about department procedures and the tremendous job the officers do to keep Menasha a great place to live.

Michelle Kromholz,

Menasha

# Monthly Construction Report

## November 2007

### WATER TREATMENT PLANT MODIFICATIONS

Prepared For The



City Of Menasha, Wisconsin



Prepared By:

**McMAHON**  
ASSOCIATES  
ENGINEERS | ARCHITECTS | SURVEYORS | PROJECT MANAGERS

November 19, 2007  
McM. No. M0002-940266.06

DJV:smdt

# Monthly Construction Report November 2007

## WATER TREATMENT PLANT MODIFICATIONS

Prepared For The



City Of Menasha, Wisconsin

November 19, 2007  
McM. No. M0002-940266.06

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### Construction Project Team:

- |  |                                   |
|--|-----------------------------------|
| ■ Jerry Sturm, Plant Manager           | Menasha Utilities                 |
| ■ Donald Voogt, P.E. , Project Manager | McMahon Associates, Inc.          |
| ■ Rodney Manthey, On-Site Rep.         | McMahon Associates, Inc.          |
| ■ Darin Garbisch, Project Manager      | C.D. Smith Construction Co., Inc. |
| ■ Bill Schmitz, Superintendent         | C.D. Smith Construction Co., Inc. |
| ■ Scot Vandenheuvel, Project Manager   | Coenen Mechanical, Inc.           |
| ■ Steve Krahn, Project Manager         | Town & Country Electric           |
| ■ Dave Walczak, Owner                  | Argo Contracting, Inc.            |

### Monthly Construction & Start-Up Progress:

- All concrete floor areas have been sealed.
- Painting of small mechanical piping, doors, and interior stairways is complete.
- Small-bore chemical and sampling piping throughout the new plant is complete.
- Motor and MCC wiring is 100% complete.

**Monthly Construction & Start-Up Progress:** (continued)

- The Plant elevator is complete and functional.
- Filter sand has been installed.
- The Trojan UV system was checked out during the week of October 29.
- All pumps, blowers and field instruments have been checked out.
- The new dual media filters have been successfully backwashed.
- All basins and channels have been leak tested, and minor crack repair is on-going.
- Door security systems have been installed.
- Clean-up inside the new construction areas is on-going.

The following table indicates the status of several major construction categories:

- Exterior Water Main Installation..... 100% Complete
- Filter Process Equipment..... 100% Complete
- Filter Media ..... 50% Complete
- GAC Contactor Equipment ..... 100% Complete
- GAC Media ..... 0% Complete
- Masonry ..... 100% Complete
- Process Piping & Valves..... 100% Complete
- Building Roof Deck ..... 100% Complete
- Building Precast..... 100% Complete
- Doors & Hardware ..... 100% Complete
- HVAC ..... 100% Complete
- Plumbing ..... 100% Complete
- System Air Piping ..... 100% Complete
- Chemical Piping..... 99% Complete
- Chemical Storage Building Structural ..... 100% Complete
- Roofing ..... 100% Complete
- Interior Painting..... 100% Complete
- Process Pump Installation ..... 100% Complete
- Electrical Lighting..... 100% Complete
- Electrical Motor Wiring..... 98% Complete
- Control Panel Installation..... 100% Complete

**Monthly Construction & Start-Up Progress:** (continued)

- MCC Wiring ..... 100% Complete
- Control Wiring ..... 98% Complete
- Canal Recirculation System / Structures ..... 100% Complete
- Canal Recirculation System Piping..... 100% Complete
- Plan Control SCADA System..... 50% Complete

**Monthly Engineering Progress:**

- Engineer answered Requests For Information (RFI's) from the Contractor, and issued Construction Bulletins (CB's), as the need arose and as requested by the Owner.
- McMahon Associates, Inc. continues to have a resident observer on-site on a part-time basis.
- McMahon Associates, Inc. continues to develop the control logic for the new plant PLC. We are working together with plant staff to develop the control screens and SCADA system.

**Construction & Start-Up Look-Ahead:**

- The Contractor plans to install filter anthracite in late November.
- Electrical work will include instrument/control wiring check-out.
- McMahon and Plant staff will continue to install and check out the PLC control logic.

**Current Project Concerns:**

Various plumbing deficiencies have been discovered throughout the old treatment plant. McMahon has put together plans to rectify the numerous problem areas and is waiting for direction from the Utility before proceeding.

## Contingency Management / Change Orders:

There were nine Change Order items to the General Construction - C.D. Smith Construction Contract, initiated this past month.

- Install single solenoid on UV outlet valves,  
as required by the DNR ..... + \$981.00
- Paint exposed concrete accent strip on the plant exterior,  
as requested by the Owner..... + \$971.00
- Electrical and control wiring for pH and turbidity meters..... + \$1,203.00
- Add wiring for limit switch on soda ash fill tube cap,  
as required by US Filter ..... + \$342.00
- Relocate control for valve to nearer remote control panel ..... - (\$466.00)
- Change source of filter media supply to provide more  
compatible media for improved filter operation ..... + \$7,348.00
- Revise filter-to-waste to 12-inch dia. with 16-inch actuators.  
16-inch valves too large for congested piping area ..... + \$8,105.00
- Field wiring for wall-mounted 5 kVA transformer,  
as required by US Filter ..... + \$263.00
- Field wiring for soda ash silo vibration, as required by US filter .. + \$626.00
- Subtotal ..... + \$19,373.00**

The beginning contingency for this project was \$513,800. With the closing of the second loan in the spring of 2007, an additional \$26,043 was added to the contingency, bringing the total Project (effective allowable beginning) Contingency to \$539,843.

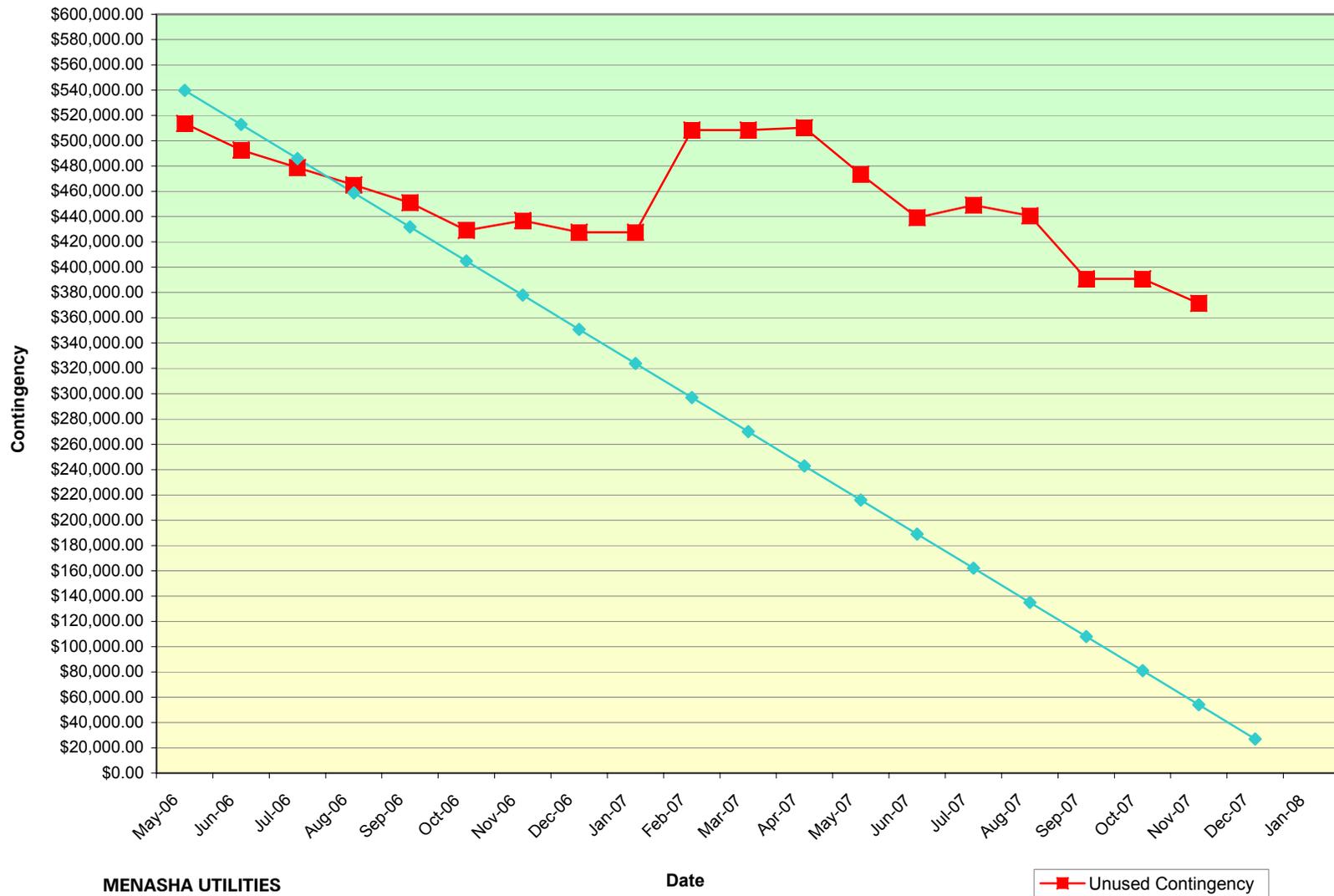
The current remaining contingency is \$371,457.80. Please refer to the attached graph of projected contingency versus actual.

## Completion Schedule & Plant Start-Up:

- Install Filter Anthracite ..... November 19 - 21, 2007
- Check-Out / Test Plant Controls ..... December 2007
- DNR Pre-Start-Up Walk-Through ..... December 2007
- Plant Start-Up ..... January 2008
- Install GAC Media ..... February 2008

**Attachment:**

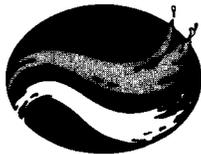
- Contingency Management Graph



**MENASHA UTILITIES**  
**Water Treatment Plant Construction**  
 Construction Contracts  
**Contingency Management**



MARY E. KRUEGER  
County Treasurer  
[Mekrueger@co.winnebago.wi.us](mailto:Mekrueger@co.winnebago.wi.us)



415 JACKSON STREET, PO BOX 2808  
OSHKOSH, WISCONSIN 54903-2808

DIANA HELLMANN  
Deputy Treasurer  
[Dhellmann@co.winnebago.wi.us](mailto:Dhellmann@co.winnebago.wi.us)

OSHKOSH (920) 236-4777  
FAX (920) 303-3025

## Winnebago County

Office of the County Treasurer

*The Wave of the Future*

November 19, 2007

### **NOTICE OF COMMENCEMENT OF PROCEEDINGS IN REM TO FORECLOSE TAX LIENS BY WINNEBAGO COUNTY UNDER WIS. STATS. 75.521**

Taxing District Clerk:

Enclosed are copies of the Notice of Commencement of Proceedings In Rem, the Petition to Foreclose by Proceedings In Rem and a partial list of the properties being foreclosed.

This letter is notification in accordance with Wis. Stats. 75.521. If your municipality or taxing district has any right, title or interest in the land or in the tax liens or in the proceeds thereof, you must notify me and take action to protect your claim. If you have any deferred special assessments due, you must take action under Wis. Stats. 66.0715 (2) and certify to the County the amount due your municipality or taxing district to be eligible for a share of the proceeds from the sale of tax deed property under Wis. Stats. 75.36.

All of the taxes listed, plus interest, penalties and fees must be paid on or before January 29, 2008, the final redemption date, to stop this foreclosure action.

Call the County Treasurer's Office (920) 236-4777 for the exact amount due.

Sincerely,

A handwritten signature in cursive script that reads "Mary E. Krueger".

Mary E. Krueger  
Winnebago County Treasurer

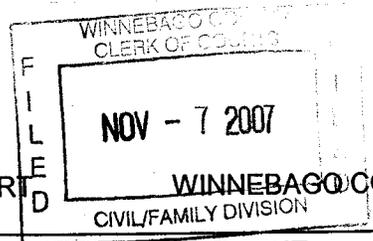
Encl.

NOV 20 2007

JF

Statutory References:

- 75.521(5) Proceeding In Rem removes all liens of any mortgage or lien holder, including the ability a municipality to collect deferred special assessments by adding the deferred assessments to future tax bills. Failure of a municipality to pay the taxes and redeem the parcel forecloses their right or lien on the property.
- 66.0715(2)(b) If a tax certificate is issued under s. 74.57 for property which is subject to a special assessment that is deferred under this subsection, the governing body may provide that the amounts of any deferred special assessments are due on the date that the tax certificate is issued and are payable as are other delinquent special assessments from any moneys received under s. 75.05 or 75.36.
- 66.0715(2)(c) The lien of any unpaid amounts of special assessments deferred under this subsection with respect to which a governing body has not taken action under par. (b) is not merged in the title to property taken by the county under ch. 75.
- 75.521(3)(5)(c) A copy of the petition and so much of the list of tax liens shall be mailed by registered mail to each owner, mortgagee of record, the State of Wisconsin and to each municipality having any right title or interest in the property.
- 75.36(2)(b) If the county did not settle for unpaid special assessments or special charges under 74.29, the county shall notify all taxing jurisdictions that the county has acquired the property under this chapter. Each taxing jurisdiction shall certify to the county treasurer the unpaid special assessments and special charges to which the property is subject.
- 75.36 If the property is sold at a profit the proceeds are distributed according to 75.36. Deferred special assessments certified to the county would be paid to the taxing jurisdictions under 75.36(3)(b).
- If the property is sold at a loss Winnebago County prorates the loss calculated under 75.36(3)(a)(3), based on the ratio of taxes and special assessments & special charges to the total of taxes and special assessments & special charges settled under 74.29.
- 75.69 No tax delinquent real estate may be sold by a county unless notice of such sale is mailed to the clerk of the municipality in which the real estate is located at least 3 weeks prior to the time of the sale.



STATE OF WISCONSIN

CIRCUIT COURT

WINNEBAGO COUNTY

CIVIL/FAMILY DIVISION

IN THE MATTER OF THE FORECLOSURE OF TAX LIENS UNDER SECTION 75.521, WIS. STATS., BY WINNEBAGO COUNTY LIST OF TAX LIENS FOR 2007, NUMBER ONE

**NOTICE OF COMMENCEMENT OF PROCEEDING IN REM TO FORECLOSE TAX LIENS BY WINNEBAGO COUNTY**

CASE NO. 07 GF 23  
Code No. 30405

Br. 4

Take Notice that all persons having or claiming to have any right, title or interest in or lien upon the real property described in the List of Tax Liens of Winnebago County Being Foreclosed by Proceeding In Rem 2007, Number One, on file in the office of the Clerk of Circuit Court of Winnebago County dated November 7, 2007, are hereby notified that the filing of such List of Tax Liens in the office of the Clerk of Circuit Court of Winnebago County constitutes the commencement by said Winnebago County of a special proceeding in the Circuit Court for Winnebago County to foreclose the tax liens therein described by foreclosure proceedings In Rem and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the office of the Clerk of Circuit Court on November 7, 2007. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments or other legal charges or any part thereof.

Take further notice that all persons having or claiming to have any right, title or interest in or lien upon the real property described in said List of Tax Liens are hereby notified that a certified copy of such List of Tax Liens has been posted in the office of the County Treasurer of Winnebago County and will remain posted for public inspection up to and including the 29th day of January, 2008, which date is hereby fixed as the last day of redemption.

Take further notice that any person having or claiming to have any right, title or interest in or lien upon any such parcel may, on or before said January 29, 2008, redeem such delinquent tax liens by paying to the County Treasurer of Winnebago County the amount of all such unpaid tax liens and, in addition thereto, all interest and penalties which have accrued on said unpaid tax liens computed to and including the day of redemption.

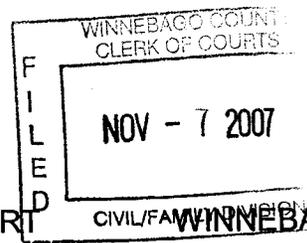
Dated this 7<sup>th</sup> day of November, 2007.

WINNEBAGO COUNTY

By: MARY KRUEGER  
County Treasurer

PUBLICATION DATES:

- 11/19/07 (1)
- 11/26/07 (2)
- 12/3/07 (3)



STATE OF WISCONSIN      CIRCUIT COURT      WINNEBAGO COUNTY

IN THE MATTER OF THE :  
FORECLOSURE OF TAX LIENS :      **PETITION AND LIST OF TAX LIENS**  
UNDER SECTION 75.521, WIS. :      **OF WINNEBAGO COUNTY BEING**  
STATS., BY WINNEBAGO :      **FORECLOSED BY PROCEEDINGS**  
COUNTY, LIST OF TAX LIENS :      **IN REM - 2007, NUMBER ONE**  
FOR 2007, NUMBER ONE

Case No. 07 GF 23      Bu, H  
Code No. 30405

NOW COMES Winnebago County, a political subdivision of the State of Wisconsin, by Mary Krueger, its County Treasurer, and John A. Bodnar, Corporation Counsel for said County, and files this list of tax Liens for Winnebago County for taxes through 2003 inclusive and tax certificates for the years as hereinafter indicated, and alleges and shows the Court:

1. That tax certificates for each of the following described parcels of land have been issued to Winnebago County for delinquent taxes and two or more years have elapsed since the date of the tax certificates.
2. That Winnebago County is now the owner and holder of tax liens for the years indicated as evidenced by the tax certificates numbered in the following list.
3. That Winnebago County, by Ordinance adopted June 15, 1976, has elected to proceed under sec. 75.521, Wis. Stats., for the purpose of enforcing tax liens in said County.

4. That said list, made and filed pursuant to the provisions of Sec. 75.521, Wis. Stats., is attached hereto.

5. That interest on the principal sum of each tax lien hereinbefore listed is charged at a rate of one (1) percent per month, or a fraction thereof from February 1 of the year of sale to date of redemption.

6. That all descriptions by lot and block number refer to plats and maps filed in the Office of the Register of Deeds for Winnebago County, Wisconsin.

7. That no municipality other than Winnebago County has any right, title or interest in the aforescribed lands, tax liens, or in the proceeds thereof except as noticed herein.

**WHEREFORE**, Winnebago County petitions for judgment vesting title to each of said parcels of land in Winnebago County in fee simple absolute as of the date of entry of judgment in this action and for judgment barring and foreclosing any and all claims whatsoever of the former owners, their heirs, successors or assigns, or any person claiming through and under them, and all persons, both natural and artificial, including the State of said lands, since the

date of filing the list of Tax Liens in the Office of the Clerk of the Circuit Court for  
Winnebago County.

Dated this 7<sup>th</sup> day of November, 2007.

WINNEBAGO COUNTY, A political  
Subdivision of the State of Wisconsin

By: Mary Krueger  
Mary Krueger, County Treasurer

John A. Bodnar  
John A. Bodnar, Corporation Counsel

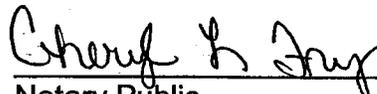
**P.O. Address:**  
P.O. Box 2808  
Oshkosh Wi 54901  
(920) 236-4752

STATE OF WISCONSIN     )  
  ) SS  
WINNEBAGO COUNTY     )

Mary Krueger, being first duly sworn on oath, says that she is the Treasurer of Winnebago County, Wisconsin, a political subdivision of the State of Wisconsin, and that the foregoing list of tax liens and statements and dates therein contained are true and correct according to the records of the office of this affiant.

  
\_\_\_\_\_  
Mary Krueger  
Winnebago County Treasurer

Subscribed and sworn to before  
Me this 7<sup>th</sup> day of November  
2007.

  
\_\_\_\_\_  
Notary Public  
Winnebago County, Wisconsin  
My Commission Expires: 10/05/2008

PARCEL # & DESCRIPTION	LAST OWNER'S NAME OTHER'S INTERESTED	TAX YEAR	SALE YEAR	CERT NO.	AMOUNT
<b>VILLAGE OF WINNECONNE</b> 191-1240-59 UNIT FIFTY-NINE (59) TOGETHER WITH SAID UNIT'S APPURTENANT UNDIVIDED INTEREST IN THE COMMON ELEMENTS (AND THE EXCLUSIVE USE OF THE LIMITED COMMON ELEMENTS APPURTENANT TO SAID UNIT) IN WIND POINTE HARBOR, CONDOMINIUM BOAT DOCKS, A CONDOMINIUM DECLARED AND EXISTING UNDER AND BY VIRTUE OF THE CONDOMINIUM OWNERSHIP ACT OF THE STATE OF WISCONSIN AND RECORDED BY A DECLARATION AS SUCH CONDOMINIUM IN THE OFFICE OF THE REGISTER OF DEEDS FOR WINNEBAGO COUNTY, WISCONSIN ON MAY 31, 1985 AS DOCUMENT NO. 631229, AMENDED BY AMENDMENT TO DECLARATION OF CONDOMINIUM RECORDED IN SAID REGISTER'S OFFICE ON JUNE 8, 1988 AS DOCUMENT NO. 702723 AND ANY AMENDMENTS THERETO, SAID CONDOMINIUM BEING LOCATED IN THE VILLAGE OF WINNECONNE, WINNEBAGO COUNTY, WISCONSIN	KAREN A. EASTMAN DUMKE & ASSOCIATES, INC. EVANS TITLE COMPANIES CLERK - VILLAGE OF WINNECONNE	2003	2004	00754	\$5.56
<b>CITY OF APPLETON</b> 608-1515-02 LOT TWO (2) ACCORDING TO CERTIFIED SURVEY MAP FILED IN VOLUME 1 OF SURVEY MAPS ON PAGE 2933 AS DOCUMENT NO. 879302; BEING A PART OF THE NORTH WEST ¼ OF THE SOUTH EAST ¼ OF SECTION ONE (1), TOWNSHIP TWENTY (20) NORTH, OF RANGE SEVENTEEN (17) EAST, CITY OF APPLETON, WINNEBAGO COUNTY, WISCONSIN. EXCEPTING THEREFROM THE EAST SEVENTY-TWO AND FIFTY HUNDREDTHS (72.50) FEET THEREOF, OF SAID LOT TWO (2)	ROSE C. SCHINDLER BETTY J SCHMALZ THE ESTATE OF THOMAS F SCHINDLER MARY SCHMALZ DEBBIE SCHMALZ JOSEPH SCHMALZ, JR. DAVID J SCHMALZ INTERNAL REVENUE SERVICE ANTIGO RENT A CAR, INC. CLERK - CITY OF APPLETON	2003	2004	00809	\$7,154.85
<b>CITY OF MENASHA</b> <b>FOURTH WARD</b> 704-0306 - 800 DePerc St THE SOUTH 51 FEET OF THE EAST 120 FEET OF LOT NINE (9) OF BLOCK SIX (6) IN ROUND'S ADDITION, FOURTH WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN	ROBERT C BROWN CAPITAL CREDIT UNION CAPITAL ONE BANK DWD - WI BUREAU OF CHILD SUPPORT - BAYFIELD DWD - WI BUREAU OF CHILD DUPPORT - DANE CLERK - CITY OF MENASHA	2003	2004	00927	\$1,667.48
<b>FIFTH WARD</b> 705-0877-01 - 1463 Manitowish Id LOT ONE (1) ACCORDING TO CERTIFIED SURVEY MAP FILED IN VOLUME 1 OF SURVEY MAPS ON PAGE 1076 AS DOCUMENT NO. 583639; BEING PART OF THE SOUTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION TWELVE (12), TOWNSHIP TWENTY (20) NORTH, OF RANGE SEVENTEEN (17) EAST, FIFTH WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN	STEVEN J & BONNIE L SOKOL TCF CONSUMER FINANCIAL SERVICES, INC. HEWITT HEATING & AIR CONDITIONING, INC. CLERK - CITY OF MENASHA	2003	2004	00974	\$2,093.34
<b>SIXTH WARD</b> 706-0822 - 1220 Grove St. LOT SIXTEEN (16) IN GROVE ESTATE ADDITION, SIXTH WARD, CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN	WILLIAM L & CAROL SOMMERFIELD MELLON MORTGAGE COMPANY LAKEVIEW CREDIT UNION KRISTINE STEINERT ACTION ELECTRIC CHARLES & JOY WELLER CLERK - CITY OF MENASHA	2003	2004	00999	\$503.84

**ORDINANCE: Electing to Proceed Under  
Section 75.52I, Wis. Stats.,  
In Relation To The Enforcement  
Of The Collection Of Tax Liens  
(Sec. 3.02 of General Code  
of Winnebago County, WI.)**

The County Board of Supervisors of the County of Winnebago do ordain as follows:

From and after the 1st day of July, 1976, the County of Winnebago elects to adopt the provisions of Section 75.52I, Wisconsin Statutes, for the purpose of enforcing tax liens in such county in the cases which the procedure provided by such section is applicable.

Submitted by,

**PERSONNEL AND FINANCE COMMITTEE**

**ADOPTED: 6/15/76**

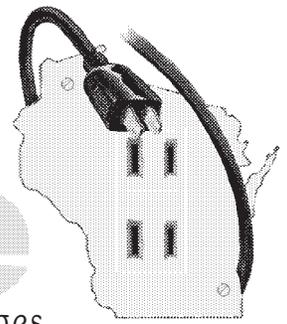
**Vote requirement for**

**passage: Majority**

A Coalition  
to preserve  
Wisconsin's  
Reliable and  
Affordable  
Electricity

# Customers First!

## the Wire



Plugging you in to electric industry changes

608/286-0784 • P.O. Box 54 • Madison, WI 53701 • www.customersfirst.org • DECEMBER 2007 • Vol. 12, No. 12

## Two more studies find restructuring increases costs

It's not as if nobody thought of this before, but some things can't be repeated too often: Recent studies by two groups with widely diverging interests have found that electricity prices are going up faster in states that have restructured their energy industries than in states that haven't done so.

The latest to reach this conclusion are Power in the Public Interest, a Washington State-based advocacy organization that favors traditional regulation, and the Electric Power Supply Association, an industry group representing non-utility, independent power producers and supporting unregulated, market-based pricing.

Power in the Public Interest looked at data from the Energy Information Administration (EIA), a federal agency housed within the Department of Energy, and concluded not only that there is a gap between electricity prices charged to industrial customers in restructured and traditionally regulated states, but also that the gap has widened over the last eight years, nearly tripling to more than three cents per kilowatt-hour as of this summer, compared with a little more than one cent in 1999.

The gap reflects the difference between prices in 13 restructured states—California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Michigan, Montana, New Hampshire, New Jersey, New York, Rhode Island, Texas—and average industrial prices for the rest of the country. (At least one of the restructured states will presumably be dropping off the list for future studies: Montana is going back to a pricing system more closely resembling traditional

regulation and others are talking about it.)

The analysis found that industrial prices in restructured states were 18 percent above the national average in 1999 and 37 percent above it as of July 2007. Meanwhile, the study concluded, prices in regulated states remained below the national average throughout the eight-year period but have gone farther below it despite a general trend of overall higher energy prices throughout the United States, whether traditionally regulated or restructured.



Industrial prices in regulated states were 7 percent below the national average in 1999 and 12 percent below it in July, the study found. Meanwhile, the Electric Power Supply Association, also relying on EIA data, said retail electricity prices across all customer classes had increased 15 percent more in restructured states than in those states that had retained a traditional regulatory regime.

That study included pricing information from five additional states that have enacted restructuring programs. However, those five—Arizona, Illinois, Ohio, Pennsylvania, and Virginia—have utilized rate caps or freezes to suppress price increases during transitional periods, some as long as 10 years, while waiting for competition to kick in.

Power producers in Illinois this fall narrowly escaped legislative reinstatement of an expired 10-year rate freeze. As of press time for this edition of *The Wire*, partial restoration of traditional regulation had cleared one house of the Ohio Legislature, and Pennsylvania officials were pondering the extension of existing rate caps. 💡

## The ambassador from Exelon

Chicago-based Commonwealth Edison wants another rate increase—perhaps to make up lost ground from the billion-dollar givebacks negotiated to cool down customer anger over ComEd and other utilities' last rate increase. And in a triumph of diplomacy, the CEO of ComEd's parent company says if the rate hike is not forthcoming, his company might just have to offload ComEd.

Near the end of October, the Chicago *Sun-Times* reported that Exelon Corp. CEO John Rowe said if Illinois regulators don't approve all or most of the rate increase ComEd requested earlier that month, bad things might start happening.

First, Rowe told the *Sun-Times*, there would be questions about how ComEd could "continue to invest in the wires and in more reliability because it's been doing it for a long time without adequate rate recovery."

Second, he reportedly said, it will be asked whether Exelon needs to spin off ComEd, "because if the issue is that the other Exelon companies have to subsidize ComEd it's just not going to happen in the long run. The investors won't tolerate it."

The *Sun-Times* noted that the same day Rowe made the comments, Exelon had reported profits of \$780 million for the third quarter. ComEd reported net income of \$65 million for the period. 💡



Rowe

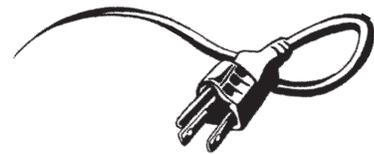
THE WIRE is a monthly publication of the *Customers First!* Coalition—a broad-based alliance of local governments, small businesses and farmers, environmental groups, labor and consumer groups, retirees and low-income families, municipal electric utilities, rural electric cooperatives, wholesale suppliers,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

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



## KEEPING CURRENT

With CFC Executive Director Matt Bromley



Wisconsin legislators and Governor Doyle agreed on a compromise budget in late October and avoided, by only a few days, breaking the ignominious record for the latest budget in state history. Behind all the headline-grabbing rancor over universal health care and the cigarette tax, it was easy to forget about a budget provision that will benefit consumers of electricity.

Electric providers and customer groups, including the CFC, approached the Legislature during the early stages of budget deliberations and secured wide bipartisan support to maintain the current tax rate on wholesale electricity sales that was set to increase in 2010.

Thanks to the actions of the state Legislature and governor, customers won't face the costs of a higher tax rate utilities would have been assessed on purchases of electricity from the wholesale market. Had the change not been signed into law, it is estimated that the higher tax rate would have added \$15 to \$18 million a year to the price of electricity in Wisconsin.

Another item of interest to utilities and customers that was included in the state budget that was signed into law directs the Department of Revenue to convene a study group to review the taxation of electric utility property. The study group must report its findings and recommendations to the Legislature by May 1, 2009.

A few weeks after closing the books on the state budget, the governor hosted the Midwestern Governors Association's Energy Summit in Milwaukee and announced an agreement among the Midwestern states to reduce greenhouse gas emissions. Governors from Illinois, Indiana, Iowa, Michigan, Minnesota, Kansas, Ohio, and South Dakota joined Governor Doyle and the Premier of Manitoba in signing the Midwestern Regional Greenhouse Gas Reduction Accord that will establish targets for GHG emission reductions and develop a market-based and multi-sector cap-and-trade system to help meet those targets. Citing the region's wealth of natural, human, and industrial resources, Governor Doyle said he envisioned the Midwest becoming "the Saudi Arabia of renewable energy." For more information about the Accord and agreements signed at the summit, go to: <http://www.wisgov.state.wi.us/>. 



Bromley

## Pennsylvania Polka

There's been some fast dancing over a letter purportedly speaking for Pennsylvania's business community and its alleged enthusiasm for electric restructuring.

This fall, a half-dozen major retailers signed the letter urging Governor Ed Rendell to reject any extension of legislated rate caps. The retailers touted "savings" they've achieved under Pennsylvania's utility restructuring.

But industrial customers have turned against the program, saying power prices are higher than they would be in a genuinely competitive market.

According to *The Morning Call* of Allentown, a small business leader who declined to sign the letter raised questions about its origins. The newspaper traced it to an employee of an international PR firm, who said he'd only passed it along and didn't know who initiated it.

The *Call* eventually discovered the apparent source, a Washington, D.C., group called Compete Coalition, with members including Allentown's PPL Corp. and some of the big retailers who signed on.

Earlier, Compete Coalition coordinated a similar letter to the governor of Ohio, another state that's rethinking its restructuring plan. 

### Energy saver tip

With heating season here, proper insulation comes into its own as a way to save money and energy. Attic insulation can save as much as one-third of heating costs compared with a non-insulated attic in the same home, meaning it can pay for itself in a comparatively short time. 

# What if you don't rehearse?

In the 1930 Marx Brothers movie *Animal Crackers*, Chico portrays a disreputable orchestra leader. Groucho asks what he charges to perform and finds that the less Chico works, the more the customer pays: Ultimately, if there's neither a performance nor even a rehearsal, "You couldn't afford it."

Fast-forward to 2007 and faint echoes of that 80-year-old Marxian lunacy might be heard as America debates energy policy; specifically as policymakers work to sort out the details of "revenue decoupling."

The concept of revenue decoupling and its appeal as public policy are based on the entirely reasonable belief that utilities might commit themselves more strongly to energy conservation if they could be assured of continued revenue growth despite reduced sales volume.

That's where the simple part ends. If revenue—the stuff that makes it possible to keep the company running, the poles up, the

wires repaired—is going to grow, the money has to come from somewhere. Presumably, that "somewhere" is customers.

There is no small number of people who will say reduced energy usage is such an objectively good thing that if customers end up paying more to achieve it, or if in fact paying more is the only thing that will move them to achieve it, that's just fine.

Others find it hard to shake the notion that it's the end-use customer who's going to decide whether or not to conserve, and rewarding the desired behavior with higher prices sounds like a textbook example of the old saying about no good deed going unpunished.

They reason that giving all the incentives in the world to utilities won't inspire greater conservation if the people who do the actual conserving are penalized for it.

Electric rate decoupling is already practiced in California and is under consideration in New York, Connecticut, and Massachusetts.



Wisconsin's Public Service Commission has been examining whether a decoupling program is needed here.

Proponents see a need to break the connection between sales and revenues, because that connection is a strong disincentive for utilities to promote conservation and efficiency.

A key component of decoupling programs, designed to avoid simply punting the disincentive down the line to customers, is an arrangement that allows customers to keep a small share of the cost savings resulting from their conservation. 💡

## Capping capacity

A debate is shaping up in Pennsylvania over the cost of extending decade-old rate caps (no new infrastructure gets built) versus the cost of letting the caps expire on schedule (everybody suddenly pays a lot more for electricity). Ah, the joys of utility restructuring!

Rate caps for electricity customers of Pennsylvania's PECO and Metropolitan Edison, in place for 10 years, expire in 2011. For customers of Allentown-based PPL Electric Utilities they expire sooner, on January 1, 2010.

Because of demand growth and increased fuel costs, among other factors, that deadline is expected to bring a rate surge of about 35 percent for PPL residential customers and as much as 42 percent for some commercial customers, according to Allentown's daily paper, *The Morning Call*.

And so, as in other states that restructured their utilities but delayed the final step into wide-open market pricing, policymakers are looking at extensions of the rate caps.

*The Morning Call* reported this fall that PPL has reacted with talk of bankruptcy as a worst-case scenario and, with more certainty, of

the inability to take on the costs of new power plants to meet increasing demand if recovering the investment is a shaky proposition.

Last month, Governor Ed Rendell made it clear that rate cap extensions would not be his first choice for moderating energy prices but added that if lawmakers passed a bill with "reasonable" rate caps, he would sign it, *The Morning Call* reported.



PPL responded that it could lose as much as \$100 million a month if the existing rate caps are extended. That same day, the company announced it would pay its 248<sup>th</sup> consecutive quarterly stock dividend on January 1, 2008. Its 2006 annual report listed earnings on ongoing operations of \$858 million.

*The Morning Call* quoted CEO James Miller saying an extension of rate caps would "only postpone the inevitable. Sooner or later, the cost of power has to be reflected." 💡

## The Wire by e-mail

If you'd like to get your monthly affordable-energy newsletter faster and help save paper and postage costs, just send us an e-mail address and we'll take it from there.

Information should be sent to [wendy.fassbind@wfcmac.coop](mailto:wendy.fassbind@wfcmac.coop). And if you'd like to receive *The Wire* both ways, by e-mail and regular mail, please specify that you'd like to be on both lists. If you prefer no change, it's not necessary to do anything. 💡



# Quotable Quotes

*"It's a tough one. Deregulation should equal savings, but that's not how the math is working out in this case."*

—Greater Lehigh Valley Chamber of Commerce President Tony Iannelli, commenting on efforts to drum up support for continuing Pennsylvania's electric restructuring program, and quoted in *The Morning Call* (Allentown, PA), October 28, 2007

Be sure to check out the Customers First! web site at



**www.customersfirst.org**

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

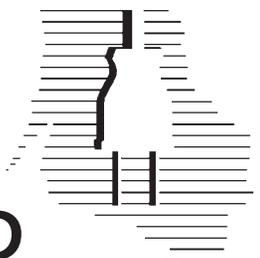
**Customers First!**  
Plugging Wisconsin In



A Coalition  
to preserve  
Wisconsin's  
Reliable  
and Affordable  
Electricity

P.O. Box 54  
Madison, WI 53701

**Customers First!**



-----Original Message-----

From: apache [<mailto:apache@hbs.net>] On Behalf Of Susan Allen  
Sent: Tuesday, November 27, 2007 4:13 PM  
To: Brian Tungate  
Subject: Question, Comment, or Request from Website Visitor

Below is the result of your feedback form. It was submitted by Susan Allen ([susan.allen@snc.edu](mailto:susan.allen@snc.edu)) on Tuesday, November 27, 2007 at 16:12:50

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To: [btungate@ci.menasha.wi.us](mailto:btungate@ci.menasha.wi.us)

Name: Susan Allen

Email: [susan.allen@snc.edu](mailto:susan.allen@snc.edu)

EmailConfirm: [susan.allen@snc.edu](mailto:susan.allen@snc.edu)

Method: Email

Comments: Just my annual thank-you to the city for the beautiful tennis courts you maintain in Smith Park and on other sites. I am so pleased to see that once again you are leaving the nets up as late as possible. Right now it does not seem likely that we will be out again this year, although it is just two weekends ago that four of us enjoyed a hard-fought three-set match in really very pleasant conditions. (One year, we were able to play into December, so here's hoping for an upswing in temperature!)

I thought you would like to know that four of us Smith Park tennis neighbours formed the nucleus of a team that completed this summer in the USTA's 3.0 ladies senior division. We won the north-east Wisconsin league, which qualified us for the state competition at the Neilsen Center in Madison. We ended up winning the state title - in fact, none of our players so much as dropped a set during the state event.

Our win meant we went on to represent Wisconsin at the Midwest Regionals in Indianapolis in August. There, we went 2-2, beating Ohio and Michigan and losing to Indiana and Illinois in close-fought meets.

I can't say it's all because of Smith Park, but there might be something in the Doty Island air - we have also produced two high school state champs in the last few years!

I can let you know that one of our team developed her game in Menasha parks tennis programs, four of us have had fun playing on the Smith Park courts regularly for years, and Smith has been the default outdoor practice site for our whole team this year.

Most importantly, we have all had a lot of fun through this facility, and we very much enjoy seeing all the other players who have discovered or rediscovered tennis there! My sincere thanks to all who make it possible.

November 26, 2007

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

Ladies and Gentlemen:

It is with sincere regret that after considerable deliberation I hereby submit my resignation as Commissioner and President of the Menasha Electric & Water Utilities Commission for both personal and business reasons. This past summer when asked to serve another term I questioned whether I had the time necessary to fulfill my many obligations. In the end I agreed to accept another term. It is now obvious to me that I do not have the time without negatively impacting other areas of my life. I believe we have accomplished much in the last two months and I believe I positively contributed.

I want to thank the Mayor, Common Council, Commission, and Utility Staff both past and present for 25 plus years of enjoyable memories. MU has been a large part of my life and this was not an easy decision.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stan Martenson", written in black ink. The signature is fluid and extends across the width of the page.

Stan Martenson

cc. Menasha Utilities

# Martenson & Eisele, Inc.

professionals dedicated to serving people committed to improving their communities

Planning  
Environmental  
Surveying  
Engineering  
Architecture

November 15, 2007

Mr. Greg Keil  
City of Menasha Planning  
140 Main Street  
Menasha, WI 54952

**RE: Proposed CSM project #264-329**

Dear Mr. Keil,

On behalf of Mr. Steve Andrysczyk, owner, I am proposing an extension of the current dedicated Birling Court through his property. The width of the existing Birling Court is 50 feet. I am asking for a variance for the proposed extension of Birling Court from the 60 foot required right of way to 50 feet wide to match existing conditions. Additionally, I am requesting that no temporary cul de sac be required on this extension of Birling Court. If you need any additional information, feel free to call.

Gary A. Zahringer  
Survey Project Manager  
Martenson & Eisele, Inc.



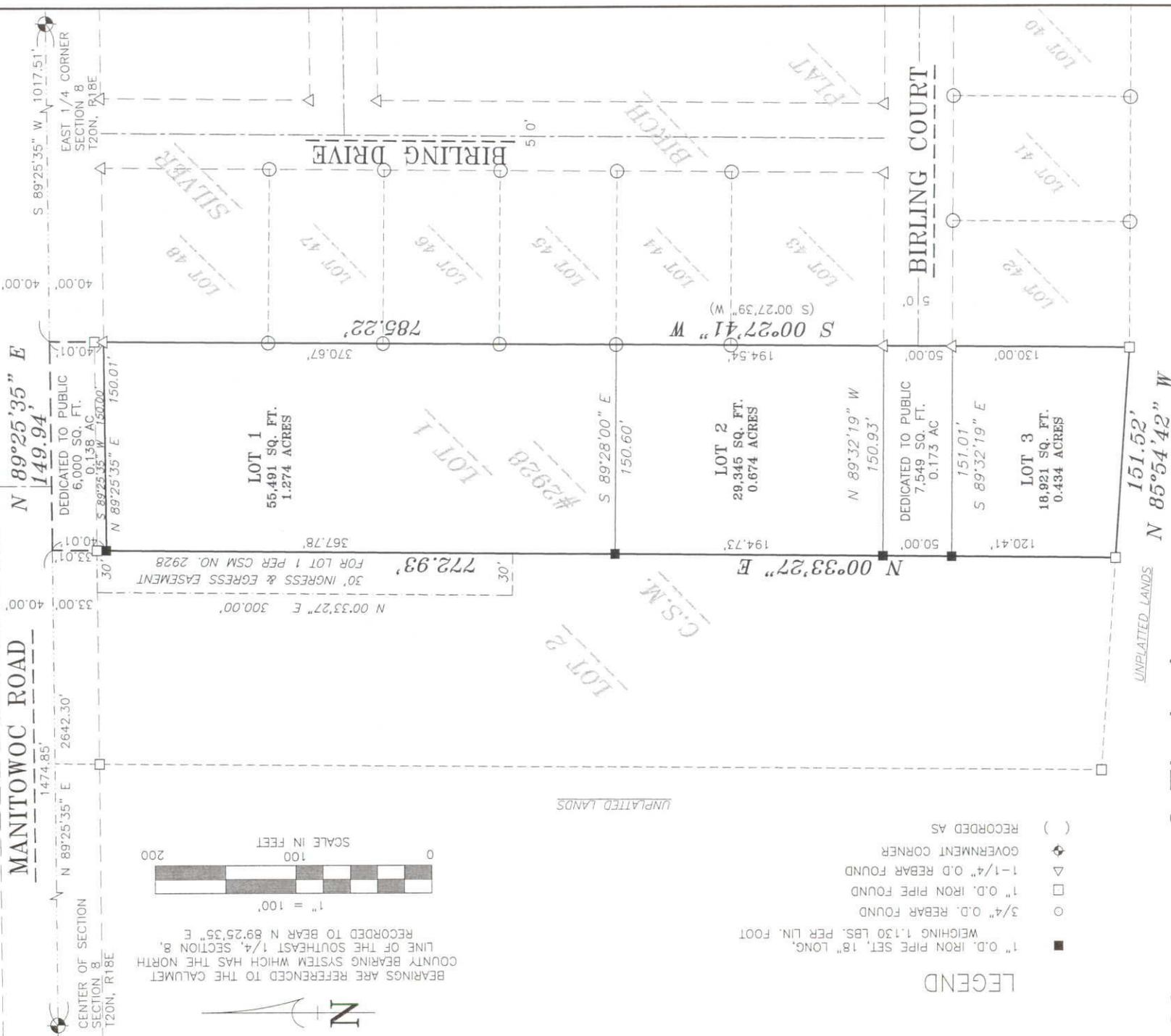
CERTIFIED SURVEY MAP NO. \_\_\_\_\_

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2928, LOCATED IN THE  
 NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 8, TOWNSHIP 20  
 NORTH, RANGE 18 EAST, TOWN OF HARRISON, CALUMET COUNTY,  
 WISCONSIN

Survey for: Steve Andrysczyk  
 Mortgage Corp. 444  
 717 N. McCarthy Road  
 Appleton, WI 54913

C.S.M. NO. 2305

SECOND ADDITION TO  
 CEDAR RIDGE ESTATES



BEARINGS ARE REFERENCED TO THE CALUMET COUNTY BEARING SYSTEM WHICH HAS THE NORTH LINE OF THE SOUTHEAST 1/4, SECTION 8, RECORDED TO BEAR N 89°25'35" E

- LEGEND
- 1" O.D. IRON PIPE SET, 18" LONG, WEIGHING 1.150 LBS. PER LIN. FOOT
  - 3/4" O.D. REBAR FOUND
  - 1" O.D. IRON PIPE FOUND
  - △ 1-1/4" O.D. REBAR FOUND
  - ◆ GOVERNMENT CORNER
  - ( ) RECORDED AS

**Martenson & Eisele, Inc.**

1377 Midway Road  
 Menasha, WI 54952  
 www.martenson-eisele.com  
 info@martenson-eisele.com  
 920.731.0381 1.800.236.0381



PROJECT NO. 264-329  
 FILE 264329csm.dwg SHEET 1 OF 3  
 THIS INSTRUMENT WAS DRAFTED BY: LMB

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**

I, Gary A. Zahringer, a Registered Wisconsin Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided at the direction of Steve Andrysczyk, all of Lot 1 of Certified Survey Map No. 2928, located in the Northeast 1/4 of the Southeast 1/4, Section 8, Township 20 North, Range 18 East, Town of Harrison, Calumet County, Wisconsin, described as follows:

Commencing at the East 1/4 corner of said Section 8; Thence South 89 degrees 25 minutes 35 seconds West, along the North line of said Southeast 1/4 of Section 8, a distance of 1017.51 feet to the point of beginning;

Thence South 00 degrees 27 minutes 41 seconds West, along the west line of Silver Birch Estates Plat, 785.22 feet;

Thence North 85 degrees 54 minutes 42 seconds West, 151.52 feet;

Thence North 00 degrees 33 minutes 27 seconds East, along the east line of Lot 2 of said Certified Survey Map No. 2928, a distance of 772.93 feet;

Thence North 89 degrees 25 minutes 35 seconds East, along said North line of Southeast 1/4 of Section 8, a distance of 149.94 feet to the point of beginning, containing 117,306 square feet (2.693 Acres), reserving that part presently used for road purposes. Subject to all easements and restrictions of record.

That I have fully complied with Chapter 236.34 of the Wisconsin Statutes and with the Town of Harrison and Calumet County, Subdivision Ordinance in surveying, dividing and mapping the same.

That this map is a correct representation of all exterior boundaries of the land surveyed and the division thereof.

Given under my hand this the 14th day of November, 2007.

Gary A. Zahringer, Reg. WI Land Surveyor, S-2098

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

**OWNER'S CERTIFICATE:**

I, the undersigned, hereby certify that I caused the land above described to be surveyed, divided and mapped all as shown and represented on this map.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Steve Andrysczyk \_\_\_\_\_

State of Wisconsin )  
Calumet County ) SS

Personally came before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, the above named owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary \_\_\_\_\_ My Commission Expires \_\_\_\_\_

**TREASURER'S CERTIFICATE:**

I hereby certify that there are no unpaid taxes or unpaid special assessments on any of the lands included in this minor subdivision.

Treasurer, Calumet County \_\_\_\_\_

Date \_\_\_\_\_

**COMMON COUNCIL RESOLUTION:**

Resolved by the Common Council of the City of Menasha, that this Certified Survey Map is hereby approved. Passed and approved by resolution number \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Mayor \_\_\_\_\_ City Clerk \_\_\_\_\_

This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

Owners of Record:	Recording Information:	Parcel Number:
Steve Andrysczyk	Doc. No. 421905	010-0000-0000000-000- 0-201808-00-410E (Id #5739)

**DIVISION OF PUBLIC HEALTH  
CONTRACT AGREEMENT  
DPH CONTRACT #15724**

**Contract Preamble**

This Contract Agreement is entered into for the period **January 1, 2008 through December 31, 2008**, by and between the State of Wisconsin represented by its **Division of Public Health of the Department of Health and Family Services**, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and **Menasha Health Department**, whose principal business address is 140 Main Street, , Menasha, WI 54952-3190, hereinafter referred to as Contractee.

The Contractee address above is the address to which payments shall be mailed. If any legal notices required to be sent to the Contractee in the execution of this Contract Agreement should be sent to an address different from the Contractee address noted above, that address should be provided below:

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Whereas, the Contractor wishes to purchase services from the Contractee as it is authorized to do by Wisconsin law; and Whereas, the Contractee is engaged in furnishing the desired services; Now, therefore, the Contractor and the Contractee agree as follows:

**I. SERVICES TO BE PROVIDED**

The Contractee agrees to provide services consistent with the purposes and conditions of the objectives that it has agreed to attain within the contract period. A detailed description of the objectives to be attained and the documentation associated with that attainment is part of this Contract Agreement as listed in Exhibits I and II, which are attached to this Agreement. The Contractee also agrees to provide to the Contractor documentation (as agreed to in negotiations with the Contractor) of the attainment of those objectives no later than 30 days after the end of the contract period or as specified in Exhibit II.

**II. CONTRACT ADMINISTRATION**

The Contractor's Contract Administrator is **Rebecca Hovarter** of the Division of Public Health, whose principal business address is 200 North Jefferston Street, Suite 511, Green Bay, WI 54301-5123. The telephone number of the Contractor's Contract Administrator is (920) 448-5221. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractor will contact the Contractee and designate a new Contract Administrator.

The Contractee's Contract Administrator is **Susan Nett**, whose principal business address is 140 Main Street, , Menasha, WI 54952-3190. The telephone number of the Contractee's Contract Administrator is (920) 967-5119. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractee will contact the Contractor and designate a new Contract Administrator.

**III. PAYMENT LIMIT**

The Contractor agrees to pay the Contractee in accordance with the terms and conditions of this Contract Agreement, an amount not to exceed **\$28953**. This amount is contingent upon receipt of sufficient funds by the Contractor.

The Contractor will not make payments in excess of the Contract Agreement amounts, with the exception of performance-based incentive funds pursuant to Section XXI.

#### IV. PAYMENT PROCESS

1. Payments will be made on a monthly basis. The Contractee will receive one-twelfth (1/12) of the total contract amount each month unless Contractee has failed to maintain quality criteria or proposed progress towards achievement of Contract Agreement objectives as determined by the Contractor. In these situations, the Contractor can make reductions in the monthly payment pursuant to Section XVI.
2. All payments shall be released by the Department on the last business day before the fifth day of the month for municipalities, or the last business day of each month for nonmunicipalities, with the exception that the payment that would normally be released on the last working day of June shall be released instead on the first working day of July. Checks will be mailed to the Contractee's principal business address unless the Contractee requests, in writing, subject to approval, that the Department mail the checks to a different address.

#### V. PROGRAM REPORTING

1. The Contractee shall comply with the program reporting requirements of the Contractor as specified during the negotiation process and as stated in Exhibits I and II of this Contract Agreement. The required reports shall be forwarded to the Contractor's Contract Administrator according to the schedule as specified in Exhibits I and II.
2. Failure to submit the reports specified in the reporting instructions may result in the Contractor rendering sanctions pursuant to Section XVI of this contract.

#### VI. STATE AND FEDERAL RULES AND REGULATIONS

1. The Contractee agrees to meet State and Federal laws, rules and regulations, and program policies applicable to this Contract Agreement.
2. The Contractee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives Federal funds either directly or through the State, for the purpose of providing services to children under the age of 18.
3. Affirmative Action Plan/Civil Rights Compliance

##### **Affirmative Action Plans**

- A. An Affirmative Action Plan is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balanced workforce, specific and measurable, having an implementation target date between six months and two years, and having a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to regularly measure progress.
- B. An Affirmative Action Plan is required from a Contractee who receives a contract from the Contractor in the amount of \$25,000 or more and who has a workforce of twenty-five (25) or more employees as of the award date, unless the Contractee is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State

of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Contractees.

- C. In addition, for agreements of twenty-five thousand (\$25,000) or more, regardless of workforce size, the Contractee shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Contractees are to contact the Affirmative Action/Civil Rights Compliance Office, Department of Health and Family Services, One West Wilson Street, Room 561, PO Box 7850, Madison WI 53707-7850, for technical assistance on Equal Opportunity.

### **Civil Rights Compliance**

- A. For agreements for the provision of services to clients, the Contractee must comply with Civil Rights requirements. Contractees with an annual workforce of less than twenty-five (25) employees, regardless of contract amount, and Contractees with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Action Plan, however, they must submit a Civil Rights Compliance Letter of Assurance. Contractees with an annual workforce of twenty-five (25) employees or more and contract agreements of \$25,000 or more shall submit a written Civil Rights Compliance Plan which covers a three-year period within fifteen (15) working days of the award date of the agreement or contract.
- B. The Contractee assures that it has submitted to the Contractor's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this Contract Agreement period.
  - 1) No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Contractee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
  - 2) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees of the Contractee are expected to support goals and programmatic activities relating to non-discrimination in employment.
  - 3) The Contractee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to the Contractor's standards and the Contractee shall post the complaint process notice translated into the major primary languages of

the limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Contractee shall not request interpretation services from family members, friends and minors.

- 4) The Contractee agrees to comply with the Contractor's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003) or subsequent revisions.
  - 5) Requirements herein stated apply to any subcontracts or grants. The Contractee has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that subcontractor.
  - 6) The Contractor will monitor the Civil Rights Compliance of the Contractee. The Contractor will conduct reviews to ensure that the Contractee is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan for Profit and Non-Profit Entities, DWSD- 14045 (R. 11/2003). The Contractee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Contractee, as well as interviews with staff, clients, and applicants for services, subcontractors, providers, and referral agencies. The reviews will be conducted according to Department procedures. The Contractor will also conduct reviews to address immediate concerns of complainants
  - 7) The Contractee agrees to cooperate with the Contractor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
- C. The Contractee agrees that it will: (1) hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaints or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

## **VII. SUBCONTRACTS**

1. The Contractee may subcontract all or part of this Contract Agreement as agreed to during contract negotiation. The Contractor reserves the right of approval for any subcontracts and the Contractee shall report information relating to subcontracts to the Contractor. A change in a subcontractor or a change from direct service provision to a subcontract may only be executed with the prior written

approval of the Contractor. In addition, Contractor approval may be required regarding the terms and conditions of the subcontracts, and the subcontractors selected. Approval of the subcontractors will be withheld if the Contractor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided, objectives to be attained, or required quality criteria.

2. The Contractee retains responsibility for fulfillment of all terms and conditions of this Contract Agreement when it enters into sub-contractual agreements and will be subject to enforcement of all the terms and conditions of this Agreement.
3. Recoupment of Contractor payments to the Contractee for failure to comply with either the attainment of contract objectives or the maintenance of quality criteria by either the Contractee or its subcontractor(s) will be made from the Contractee.

#### **VIII. GENERAL PROVISIONS**

1. Any payments of monies to the Contractee by the Contractor for services provided under this Contract Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
2. The Contractee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
3. The Contractee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract Agreement without the written consent of the employer of such person or persons and of the Contractor.
4. This Contract Agreement is voidable if the Contractee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Wis. Stats. This disclosure is required to be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison WI 53703, [Telephone (608) 266-8123].
5. If the Contractee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.
6. The Contractee agrees that funds provided under this Contract Agreement shall be used to supplement or expand the Contractee's current public health service efforts, not to replace or allow for the release of available local (Contractee) funds for alternative uses. If the Contractor determines that local funds supporting public health services or funds under this Agreement have been released for alternative uses (supplanting), the Contractee may be subject to a proportionate reduction in funding under this Agreement in the current or subsequent contract year.

#### **IX. ACCOUNTING REQUIREMENTS**

1. For Contract Agreements of twenty-five thousand dollars (\$25,000) or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See DHFS' *Accounting Principles and Allowable Cost Policy Manual*, available upon request from the Contract Administrator or from the Audit Section, Division of Enterprise Services, Department of Health and Family Services, One West Wilson Street, PO Box 7850, Madison WI 53707-7850.)

2. For Contract Agreements of less than twenty-five thousand dollars (\$25,000), the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.
3. The Contractee's accounting system shall allow for accounting of total funds included in this Contract Agreement, and document that contract funds were not diverted outside of such set of programs. Diversion outside of the set of programs included in this Agreement will be subject to recoupment.
4. As an innovation involving Federal funds, the Department is in the process of securing Federal agreement to the accounting reforms in this contract. Until such time as the Contractee receives final written notice from the Contractor that the Federal government has waived program specific cost based reporting requirements for all programs in this Contract Agreement, the Contractee shall maintain sufficient information within their accounting records to provide costbased information by program. The Contractee shall provide this information to the Contractor electronically, via the Web-based Grants and Contracts (GAC) application, upon request for statewide reconciliation; however, the Contractor will not request this information unless necessary to support the claiming of Federal funds.
5. If program specific cost information is requested under paragraph 4 above the Contractee shall provide the information within ninety (90) days after the end of the contract period. The Contractor will make the request in writing at least 30 days prior to the specified due date for such information; will limit the breakdown of the information to what is required by the Contractor's funding sources and; will only request the information as of the end of the contract period for the full contract period.
6. The Contractee shall reconcile costs and match to expenses recorded in the Contractee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Contractor upon request. The Contractee shall retain the reconciliation documentation in accordance with the record retention requirement specified in Section XIV.
7. Monthly submittals of expenditure reports on the use of funds within this Contract Agreement are not required for contract payment purposes.
8. Nothing in this Section precludes the Contractee from keeping such information as needed for its internal management purposes.
9. Expenditures of funds from this Contract Agreement must meet the Department's allowable cost definitions as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.

#### **X. CHANGES IN ACCOUNTING PERIOD**

1. The Contractee's accounting records are maintained on a fiscal year basis, beginning on the date indicated in the CARS Payment Information section of this contract. During the contract period, the accounting period may only be changed with prior written approval from the Contractor. The Contractor may approve a change in accounting period only if the Contractee has a substantial, verifiable business reason for changing the accounting period and agrees to submit a closeout audit, as defined in section (XII, 8), within 90 days after the first day of the new accounting period.
2. Proof of Internal Revenue Service approval shall be considered verification that the Contractee has a substantial business reason for changing its accounting period.
3. A change in accounting period shall not relieve the Contractee of reporting or audit requirements of this Contract Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For

purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

## **XI. PROPERTY MANAGEMENT REQUIREMENTS**

1. Property insurance coverage will be provided by the Contractee for fire and extended coverage of any equipment funded under this Contract Agreement which the Contractor retains ownership of, and which is in the care, custody and control of the Contractee.
2. The Contractor shall have all ownership rights in any hardware funded under this Contract Agreement or supplied by the Contractor and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Agreement. The Contractee is responsible for keeping all of Contractor's property secure from theft, damage or other loss.
3. The Contractee agrees that if any materials are developed under this Contract Agreement, the Contractor shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Agreement, shall be promptly and fully reported to the Contractor.

## **XII. AUDIT REQUIREMENTS**

1. Requirement to Have an Audit: Unless waived by the Contractor, the Contractee shall submit an annual audit to the Contractor if the total amount of annual funding provided by the Contractor (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Contractor, the Contractee shall consider both: (a) funds provided through direct contracts with the Contractor; and (b) funds from the Contractor passed through another agency which has one or more contracts with the Contractee.
2. Audit Requirements: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, and other provisions in this Contract Agreement. In addition, the Contractee is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of Contractee and the nature and amount of financial assistance received from all sources:
  - Federal OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations," which applies only to Contractees that expend \$500,000 from all federal funding sources (this grant and other grants, direct or indirect, from this Contractor or another) during a Contractee's fiscal year.
  - The *State Single Audit Guidelines (SSAG)*, which are applicable to local governments having A-133 audits; and/or
  - The *Provider Agency Audit Guide (PAAG)*. All Contractees that do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.
3. Reporting Package: The Contractee shall submit to the Contractor a reporting package which includes the following:
  - A. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractee.
  - B. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
  - C. Management responses/corrective action plan for each audit issue identified in the audit.

- D. If program specific cost-based information is needed, the Contractor may require it as part of the reporting package.
4. Submitting the Reporting Package: The Contractee shall submit the required reporting package to the Contractor either: (a) within nine months of the end of the Contractee's fiscal year if the Contractee is a local government, or (b) within 180 days of the end of the Contractee's fiscal year for non-governmental Contractee agencies. Two copies of the audit report must be sent to the Contractor at the following address:

Attn: Audit Section  
Division of Enterprise Services  
Wisconsin Department of Health and Family Services  
PO Box 7850  
Madison WI 53707-7850

5. Access to Auditor's Work Papers: When contracting with an audit firm, the Contractee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
6. Access to Contractee Records: The Contractee shall permit appropriate representatives of the Department and/or the Contractor to have access to the Contractee's records and financial statements as necessary to review Contractee's compliance with the Federal and State requirements for the use of the funding.
7. Failure to Comply with the Requirements of this Section: In the event that the Contractee fails to have an appropriate audit performed or fails to provide a complete audit report to the Contractor within the specified timeframes, in addition to applying one or more of the sanctions available in Section XVI of this contract, the Contractor may:
- A. Conduct an audit or arrange for an independent audit of the Contractee and charge the cost of completing the audit to the Contractee;
  - B. Charge the Contractee for all loss of Federal or State aid or for penalties assessed to the Contractor because the Contractee did not submit a complete audit report within the required timeframe; and/or
  - C. Disallow the cost of audits that do not meet these standards.
8. Closeout Audits:
- A. A specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Contractee ceases operations or when the Contractee changes its accounting period (fiscal year). The purpose of the audit is to closeout the short accounting period. The required closeout audit may be waived by the Contractor upon written request from the Contractee, except when the agreement is terminated for cause. The required closeout audit may not be waived when an agreement is terminated for cause.
  - B. The Contractee shall ensure that its auditor contacts the Contractor prior to beginning the audit. The Contractor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Contractor, is the responsibility of the Contractee.

C. The Contractor may require a closeout audit that meets the audit requirements specified in XII, 2. above. In addition, the Contractor may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.

D. All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

### **XIII. OTHER ASSURANCES**

1. The Contractee shall notify the Contractor in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractee, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

2. The Contractee shall notify the Contractor, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Contract Agreement for which the Contractor has reimbursed or will reimburse the Contractee. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractee to resolve the dispute.

3. The Contractor may require written assurance at the time of entering into this Contract Agreement that the Contractee has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the Contractor.

4. The Contractee certifies that neither the Contractee organization nor any of its principals are debarred, suspended, or proposed for debarment for Federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Contractee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

### **XIV. RECORDS**

1. The Contractee shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. Records shall be retained for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit, dispute or litigation, and any associated appeal periods, have ended.

2. The Contractee will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of the Contractor and its authorized agents, and Federal agencies, in order to confirm the Contractee's compliance with the specifications of this Contract Agreement.

3. The Contractee agrees to retain and make available to the Contractor all program and fiscal records in accordance with the retention period specified in paragraph 1 above. Upon the Contractor's request, at the expiration of the Contract Agreement, the Contractee will transfer at no cost to the Contractor, records regarding the individual recipients who received services from the Contractee under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

4. The Contractee and its subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide the services under this Contract Agreement.

**XV. AGREEMENT REVISIONS AND/OR TERMINATION**

1. The Contractee agrees to re-negotiate with the Contractor this Contract Agreement or any part thereof in such circumstances as:
  - Increased or decreased volume of services as required by the Contractor;
  - Changes required by State and Federal law or regulations, or court action; or,
  - Increase or reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a re-negotiated Contract Agreement under these circumstances is cause for the Contractor to terminate this Agreement.
2. This Contract Agreement can be terminated for any reason by a 30-day written notice by either party.
3. Revision of this Contract Agreement may be made by mutual agreement. The revision will be effective only when the Contractor and Contractee attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or grant award amount, where such increase in funds is for the same purpose as originally agreed upon, the Agreement may be amended by a unilateral amendment made by the Contractor.
4. The Contractee shall notify the Contractor whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the Contractor shall determine whether such inability will require revision or termination of this Contract Agreement.
5. If the Contractor finds it necessary to terminate this Contract Agreement prior to the stated expiration date for reason other than non-performance by the Contractee, payment by the Contractor shall cease upon termination. Termination of the contract does not nullify the recoupment of funds by the Contractor, per the negotiated Agreement, associated with failure to attain program objectives or the failure to maintain quality criteria.

**XVI. NON-COMPLIANCE, SANCTIONS AND REMEDIAL MEASURES**

1. If the Contractor determines, after notice to the Contractee and opportunity to respond, that the Contractee:
  - Is out of compliance with the program quality criteria as listed in Exhibit I, the Contractor may withhold part or all of the Contractee's funding at a level deemed appropriate by the Contractor as defined in paragraph 3 below.
  - Has not attained the negotiated objective(s) as listed in Exhibit II, the Contractee shall refund the amount designated in Exhibit II under *Risk Profile*. Recoupments will be collected during the subsequent contract year via an adjustment (decrease) in the CARS monthly payment. In such case where a Contractee is subject to recoupment and no longer holds a Contract Agreement with the Contractor, the Contractor will issue an invoice to be paid by the Contractee.

The Contractor may also, at its sole discretion, effectuate such refunds by withholding money from future payments due the Contractee at any time during or after the contract period or may recover such funds by any other legal means.

2. Failure to comply with any part of this Contract Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other

measure that suspends the Contractee's participation in the Agreement if the Contractor determines it is necessary to protect the interests of the State.

3. The Contractee shall provide written notice to the Contractor of all instances of non-compliance with the terms of program quality criteria associated with this Contract Agreement by itself or its subcontractors. Notice shall be given as practicable but in no case later than 15 days after the Contractee became aware, or should have been aware, of the non-compliance. Non-compliance can also be determined by the Division of Public Health Regional Office Contract Administrator through on-site inspection or desk review of documentation. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Contractee shall provide the Contractor with a plan to correct the non-compliance and a timetable for the implementation of that plan to correct. The plan to correct must be approved by the Contractor. If at the end of the implementation period, the Contractee is found to still be out of compliance, the Contractor may, at its sole discretion, take whatever action it deems necessary to protect the interests of the State, including withholding part or all of the Contractee's funding, if it reasonably believes that the non-compliance will continue or will reoccur.
4. The Contractee shall provide within 30 days after the end of the contract period (or by the date specified in Exhibit II) to the Contractor via the Contract Administrator, the documentation specified in Exhibit II relating to attainment or failure to attain the objectives agreed to in this Contract Agreement. If any objective is not attained, the Contractor will determine, at its sole discretion, the proportion of non-attainment and will recoup from the Contractee an amount as defined by the Risk Profile identified in Exhibit II. Any degree of non-attainment, as judged by the sole discretion of the Contractor, shall be used by the Contractor in determining the conditions of any continuation of this Agreement.
5. If the Contractor determines that non-compliance with other requirements (not stated in Exhibit I or Exhibit II) in this Contract Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever sanctions or remedial measures it deems necessary to protect the interests of the State. Such sanctions and measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph 2 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
6. If audits are not submitted when due, the Contractor may take action pursuant to Section XII of this Contract Agreement.
7. If required program deliverables or other required information or reports, other than audits, are not submitted when due, the Contractor may withhold all payments that otherwise would be paid the Contractee under this Contract Agreement until such time as the reports and information are submitted. In addition, the Contractor can hold implementation of continuation of this Agreement pending submittal of this documentation.

## **XVII. DISPUTE RESOLUTION**

If any dispute arises between the Contractor and Contractee under this Contract Agreement, including the Contractor's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

1. The Contractor's and Contractee's Contract Administrators will attempt to resolve the dispute, in coordination with the Division of Public Health Regional Office Director and appropriate program staff within the Division.
2. If the dispute cannot be resolved by the Contract Administrators, the Contractee may ask for review by the Administrator of the Division of Public Health.
3. If the dispute is still not resolved, the Contractee may request a final review by the Secretary of the Department of Health and Family Services.

## **XVIII. INDEMNITY**

The Contractor and Contractee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

## **XIX. SURETY BOND**

The Contractor may require the Contractee to have a surety bond. The surety bond shall be in force for the period of the Contract Agreement and shall be a reasonable amount to be determined by the Contractor.

## **XX. CONDITIONS OF THE PARTIES' OBLIGATIONS**

1. This Contract Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the Contractor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
2. The Contractor and Contractee understand and agree that no clause, term or condition of this Contract Agreement shall be construed to supersede the lawful powers or duties of either party.
3. It is understood and agreed that the entire Contract Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

## **XXI. SPECIAL PROVISIONS**

1. If the Contractor determines that the Contractee has exceeded the agreed upon program objective(s) to the level specified in Exhibit II, *Conditions for an Incentive Payment*, the Contractee may be eligible to receive performance-based incentive funds if such funds are available as determined by the Contractor.
2. The Contractor may make these incentive awards at its discretion based on the amount of available incentive funding and the terms of agreement with the Federal agency(s) as to the distribution of such incentive funding. The awards will be made during the subsequent contract year via an adjustment (increase) in the monthly CARS payment. In such case where a Contractee is eligible for an incentive payment and no longer holds a contract agreement with the Contractor, the Contractor will make a separate payment to the Contractee. The incentive funds must be expended by the Contractee within the subsequent contract or calendar year and can not be diverted outside of the set of programs defined by this Contract Agreement or used for supplanting purposes. The Contractee shall report, in a manner specified by the Contractor, on how the Contractee expended these incentive funds.
3. To the extent allowed by law:
  - All funding recouped by the Contractor from the Contractee shall be held by the Contractor in a fund designated for use within the program area associated with the recoupment action.
  - These funds may be used to award other Contractees who have exceeded their objectives in that program, general funding of the program area to all Contractees via formula in the next contract period, general funding of the program for all Contractees during the current contract period, or returned to the Federal funding agency of that program.

These funds cannot be used by the Contractor for their own operational costs.

4. If at the end of the contract year, the Contractee has attained its contract objectives and is in compliance with the quality criteria, it may retain any unspent funds from this Contract Agreement not expended during the contract year, except for unearned prepayments (advances). However, those funds must be expended in the current contract year or the contract year immediately following and

their use must fall within the program boundaries established under this Agreement. These retained funds cannot be diverted outside of the scope of this Agreement, the Local Public Health Department's budget, or used to supplant local public health tax levy levels. These funds shall be retained in a non-lapsing account for the sole use of the Local Public Health Department; these funds may not lapse to the general fund. The Contractee shall report how these funds were utilized, as specified in Section IX.

**XXII. CONTRACT RENEWAL OPTIONS**

This contract can be renewed on an annual basis for up to two (2) one-year extensions with the mutual agreement of both the Contractor and Contractee. The objectives to be attained by program will be re-negotiated each year by the Contractor and Contractee, as well as documentation deliverables and risk conditions.

**XXIII. TIMELY CONTRACT SIGNING**

This Contract Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Contractee's and Contractor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

Contractor's Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_  
*Approved as to form*  
 11/27/07  
Jeffrey S. Brandt, City Attorney

Contractor's Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_  
Sheri Johnson, Ph.D., Administrator and State Health Officer  
Division of Public Health, Department of Health and Family Services

**CARS PAYMENT INFORMATION**

The information below is used by the Department's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Contract Agreement.

Agency Name Menasha Health Department  
Agency Number 256420  
Agency Type 860  
Contract Period January 1, 2008 through December 31, 2008  
Contract Amount \$28953  
Agency Fiscal Year January through December

Profile ID#	155020	Immunization	Amount	\$8,233
Profile ID#	157720	Childhood Lead	Amount	\$3,057
Profile ID#	159320	Maternal Child Health	Amount	\$12,644
Profile ID#	159220	Prevention	Amount	\$5,019

DPH Contract # 15724

CFDA #s:  
Immunization 93.268  
MCH 93.778  
Prevention 93.991

**DIVISION OF PUBLIC HEALTH  
CONTRACT AGREEMENT  
Public Health Preparedness  
DPH CONTRACT #16166**

**Contract Preamble**

This Contract Agreement is entered into for the period **January 1, 2008 through December 31, 2008**, by and between the State of Wisconsin represented by its **Division of Public Health of the Department of Health and Family Services**, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and **Menasha Health Department**, whose principal business address is 140 Main Street Menasha, WI 54952-3190, hereinafter referred to as Contractee.

The Contractee address above is the address to which payments shall be mailed. If any legal notices required to be sent to the Contractee in the execution of this Contract Agreement should be sent to an address different from the Contractee address noted above, that address should be provided below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereas, the Contractor wishes to purchase services from the Contractee as it is authorized to do by Wisconsin law; and whereas, the Contractee is engaged in furnishing the desired services; Now, therefore, the Contractor and the Contractee agree as follows:

**I. SERVICES TO BE PROVIDED**

The Contractee agrees to provide services consistent with the purposes and conditions of the objectives that it has agreed to attain within the contract period. A detailed description of the objectives to be attained and the documentation associated with that attainment is part of this Contract Agreement as listed in Exhibits I and II, which are attached to this Agreement. The Contractee also agrees to provide to the Contractor documentation (as agreed to in negotiations with the Contractor) of the attainment of those objectives no later than 30 days after the end of the contract period or as specified in Exhibit II.

**II. CONTRACT ADMINISTRATION**

The Contractor's Contract Administrator is **Rebecca Hovarter** of the Division of Public Health, whose principal business address is 200 N Jefferson St Suite 511 Green Bay, WI 54301-5123. The telephone number of the Contractor's Contract Administrator is (920)448-5230. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractor will contact the Contractee and designate a new Contract Administrator.

The Contractee's Contract Administrator is **Susan Nett**, whose principal business address is 140 Main Street Menasha, WI 54952-3190. The telephone number of the Contractee's Contract Administrator is (920)967-5119. In the event its Contract Administrator is unable to administer this Contract Agreement, the Contractee will contact the Contractor and designate a new Contract Administrator.

**III. PAYMENT LIMIT**

The Contractor agrees to pay the Contractee in accordance with the terms and conditions of this Contract Agreement, an amount not to exceed **\$26,258.00**. This amount is contingent upon receipt of sufficient funds by the Contractor.

The Contractor will not make payments for costs in excess of the Contract Agreement amounts or for costs incurred outside the contract period or for costs that are inconsistent with applicable State and Federal allowable cost policies. The Contractor can make payments in excess of the Contract Agreement amounts based on performance-based incentive funds pursuant to Section XXII.

#### **IV. PAYMENT PROCESS**

1. The Contractor, following execution of this Contract Agreement, shall pay to the Contractee **one-twelfth** of the contract amount for each of the **first three months** of this Agreement. If any prepayments are made, these prepayments may be recovered from future payments (see paragraph 2 below) due the Contractee under this Agreement if the Contractor determines that such prepayments are in excess of the Contractee's reported expenses.
2. Payments will be made monthly based on expense reports submitted by the Contractee on the DMT-855 CARS Expenditure Report. Claims for reimbursement of allowable costs shall be submitted to the Contractor no later than the fifteenth (15th) day of the month following the month in which costs are incurred. The Contractee shall report, by Contractor assigned profile number, all allowable costs plus any required matching funds stipulated in the reporting instructions for this grant which are incorporated by reference. See the Department's *Accounting Principles and Allowable Cost Policy Manual*.
3. The Contractee shall submit the request for reimbursement (DMT-855) to the BFS/CARS Unit, Department of Health and Family Services, Division of Management and Technology, PO Box 7850, Madison WI 53707-7850, with one copy to the Contract Administrator. Payments and reported expenses will be reconciled by the Department in accordance with state procedures.
4. If the Contractor determines, after notice to the Contractee and opportunity to respond, that payments were made that exceeded allowable costs, the Contractee shall refund the amount determined to be in excess within 30 days of invoicing or notification by the Department. The Contractor may, at its sole discretion, effectuate such refund by withholding money from future payments due the Contractee at any time during or after the contract period. The Contractor also may recover such funds by any other legal means.
5. If the Contractee has failed to maintain quality criteria or proposed progress towards achievement of contract objectives as determined by the Contractor, the Contractor can make reductions in the monthly payment pursuant to Section XVI.
6. All payments shall be released by the Department on the last business day before the fifth (5th) day of the month for municipalities, or the last business day of each month for nonmunicipalities, with the exception that the payment that would normally be released on the last working day of June shall be released instead on the first working day of July. Checks will be mailed to the Contractee's principal business address unless the Contractee requests, in writing, subject to approval, that the Department mail the checks to a different address.

#### **V. PROGRAM REPORTING**

1. The Contractee shall comply with the program reporting requirements of the Contractor as specified during the negotiation process and as stated in Exhibits I and II of this Contract Agreement. The required reports shall be forwarded to the Contractor's Contract Administrator according to the schedule as specified in Exhibits I and II.
2. Failure to submit the reports specified in the reporting instructions may result in the Contractor rendering sanctions pursuant to Section XVI of this Contract Agreement.

#### **VI. STATE AND FEDERAL RULES AND REGULATIONS**

1. The Contractee agrees to meet State and Federal laws, rules and regulations, and program policies applicable to this Contract Agreement.
2. The Contractee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

3. Affirmative Action Plan/Civil Rights Compliance

**Affirmative Action Plans**

- A. An Affirmative Action Plan is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balanced workforce, specific and measurable, having an implementation target date between six months and two years, and having a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to regularly measure progress.
- B. An Affirmative Action Plan is required from a Contractee who receives a contract from the Contractor in the amount of \$25,000 or more and who has a workforce of twenty-five (25) or more employees as of the award date, unless the Contractee is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Contractees.
- C. In addition, for agreements of twenty-five thousand (\$25,000) or more, regardless of workforce size, the Contractee shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Contractees are to contact the Affirmative Action/Civil Rights Compliance Office, Department of Health and Family Services, One West Wilson Street, Room 561, PO Box 7850, Madison WI 53707-7850, for technical assistance on Equal Opportunity.

**Civil Rights Compliance**

- A. For agreements for the provision of services to clients, the Contractee must comply with Civil Rights requirements. Contractees with an annual workforce of less than twenty-five (25) employees, regardless of contract amount, and Contractees with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Action Plan; however, they must submit a Civil Rights Compliance Letter of Assurance. Contractees with an annual workforce of twenty-five (25) employees or more and contract agreements of \$25,000 or more shall submit a written Civil Rights Compliance Plan which covers a three-year period within fifteen (15) working days of the award date of the agreement or contract.
- B. The Contractee assures that it has submitted to the Contractor's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this Contract Agreement period.

- 1) No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Contractee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
- 2) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees of the Contractee are expected to support goals and programmatic activities relating to non-discrimination in employment.
- 3) The Contractee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to the Contractor's standards and the Contractee shall post the complaint process notice translated into the major primary languages of the limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Contractee shall not request interpretation services from family members, friends and minors.
- 4) The Contractee agrees to comply with the Contractor's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003)) or subsequent revisions.
- 5) Requirements herein stated apply to any subcontracts or grants. The Contractee has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that subcontractor.
- 6) The Contractor will monitor the Civil Rights Compliance of the Contractee. The Contractor will conduct reviews to ensure that the Contractee is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan for Profit and Non-Profit Entities, DWSD- 14045 (R. 11/2003). The Contractee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Contractee, as well as interviews with staff, clients, and applicants for services, subcontractors, providers, and referral agencies. The reviews will be conducted according to Department procedures. The Contractor will also conduct reviews to address immediate concerns of complainants.

- 7) The Contractee agrees to cooperate with the Contractor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
- C. The Contractee agrees that it will: (1) hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaints or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational materials in languages and formats appropriate to the needs of the client population.

## VII. SUBCONTRACTS

1. The Contractee may subcontract all or part of this Contract Agreement as agreed to during contract negotiation. The Contractor reserves the right of approval for any subcontracts and the Contractee shall report information relating to subcontracts to the Contractor. A change in a subcontractor or a change from direct service provision to a subcontract may only be executed with the prior written approval of the Contractor. In addition, Contractor approval may be required regarding the terms and conditions of the subcontracts, and the subcontractors selected. Approval of the subcontractors will be withheld if the Contractor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided, objectives to be attained, or required quality criteria.
2. The Contractee retains responsibility for fulfillment of all terms and conditions of this Contract Agreement when it enters into sub-contractual agreements and will be subject to enforcement of all the terms and conditions of this Agreement.
3. Recoupment of Contractor payments to the Contractee for failure to comply with either the attainment of contract objectives or the maintenance of quality criteria by either the Contractee or its subcontractor(s) will be made from the Contractee.

## VIII. GENERAL PROVISIONS

1. Any payments of monies to the Contractee by the Contractor for services provided under this Contract Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
2. The Contractee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
3. The Contractee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract Agreement without the written consent of the employer of such person or persons and of the Contractor.
4. This Contract Agreement is voidable if the Contractee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Wis. Stats. This

disclosure is required to be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison WI 53703, [Telephone (608) 266-8123].

5. If the Contractee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.

#### **IX. ACCOUNTING REQUIREMENTS**

1. For Contract Agreements of twenty-five thousand dollars (\$25,000) or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See DHFS' *Accounting Principles and Allowable Cost Policy Manual*, available upon request from the Audit Staff, Bureau of Intergovernmental Relations and Contract Management, Division of Enterprise Services, Department of Health and Family Services, PO Box 7850, Madison WI 53707-7850.)
2. For Contract Agreements of less than twenty-five thousand dollars (\$25,000), the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.
3. The Contractee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports (required by the Contractor as defined in Section IV), and support expenditure reports submitted to the Contractor.
4. The Contractee shall reconcile costs and match to expenses recorded in the Contractee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Contractor upon request. The Contractee shall retain the reconciliation documentation in accordance with the records retention requirement specified in Section XIV.
5. Expenditures of funds from this Contract Agreement must meet the Department's allowable cost definitions as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.

#### **X. CHANGES IN ACCOUNTING PERIOD**

1. The Contractee's accounting records are maintained on a fiscal year basis, beginning on the date indicated in the CARS Payment Information section of this contract. During the contract period, the accounting period may only be changed with prior written approval from the Contractor. The Contractor may approve a change in accounting period only if the Contractee has a substantial, verifiable business reason for changing the accounting period and agrees to submit a closeout audit, as defined in section (XII, 8), within 90 days after the first day of the new accounting period.
2. Proof of Internal Revenue Service approval shall be considered verification that the Contractee has a substantial business reason for changing its accounting period.
3. A change in accounting period shall not relieve the Contractee of reporting or audit requirements of this Contract Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

## XI. PROPERTY MANAGEMENT REQUIREMENTS

1. Property insurance coverage will be provided by the Contractee for fire and extended coverage of any equipment funded under this Contract Agreement which the Contractor retains ownership of, and which is in the care, custody and control of the Contractee.
2. The Contractor shall have all ownership rights in any hardware funded under this Contract Agreement or supplied by the Contractor and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Agreement. The Contractee is responsible for keeping all of Contractor's property secure from theft, damage or other loss.
3. The Contractee agrees that if any materials are developed under this Contract Agreement, the Contractor shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Agreement, shall be promptly and fully reported to the Contractor.

## XII. AUDIT REQUIREMENTS

1. Requirement to Have an Audit: Unless waived by the Contractor, the Contractee shall submit an annual audit to the Contractor if the total amount of annual funding provided by the Contractor (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Contractor, the Contractee shall consider both: (a) funds provided through direct contracts with the Contractor; and (b) funds from the Contractor passed through another agency which has one or more contracts with the Contractee.
2. Audit Requirements: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, and other provisions in this Contract Agreement. In addition, the Contractee is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of Contractee and the nature and amount of financial assistance received from all sources:
  - Federal OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations," which applies only to Contractees that expend \$500,000 from all federal funding sources (this grant and other grants, direct or indirect, from this Contractor or another) during a Contractee's fiscal year.
  - The *State Single Audit Guidelines (SSAG)*, which are applicable to local governments having A-133 audits; and/or
  - The *Provider Agency Audit Guide (PAAG)*. All Contractees that do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.
3. Reporting Package: The Contractee shall submit to the Contractor a reporting package which includes the following:
  - A. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractee.
  - B. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
  - C. Management responses/corrective action plan for each audit issue identified in the audit.

- D. If program specific cost-based information is needed, the Contractor may require it as part of the reporting package.
4. Submitting the Reporting Package: The Contractee shall submit the required reporting package to the Contractor either: (a) within nine months of the end of the Contractee's fiscal year if the Contractee is a local government, or (b) within 180 days of the end of the Contractee's fiscal year for non-governmental Contractee agencies. Two copies of the audit report must be sent to the Contractor at the following address:
- Attn: Audit Staff  
Bureau of Intergovernmental Relations and Contract Management  
Division of Enterprise Services  
Wisconsin Department of Health and Family Services  
PO Box 7850  
Madison WI 53707-7850
5. Access to Auditor's Work Papers: When contracting with an audit firm, the Contractee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
6. Access to Contractee Records: The Contractee shall permit appropriate representatives of the Department and/or the Contractor to have access to the Contractee's records and financial statements as necessary to review Contractee's compliance with the Federal and State requirements for the use of the funding.
7. Failure to Comply with the Requirements of this Section: In the event that the Contractee fails to have an appropriate audit performed or fails to provide a complete audit report to the Contractor within the specified timeframes, in addition to applying one or more of the sanctions available in Section XVI of this contract, the Contractor may:
- A. Conduct an audit or arrange for an independent audit of the Contractee and charge the cost of completing the audit to the Contractee;
  - B. Charge the Contractee for all loss of Federal or State aid or for penalties assessed to the Contractor because the Contractee did not submit a complete audit report within the required timeframe; and/or
  - C. Disallow the cost of audits that do not meet these standards.
8. Closeout Audits:
- A. A specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Contractee ceases operations or when the Contractee changes its accounting period (fiscal year). The purpose of the audit is to closeout the short accounting period. The required closeout audit may be waived by the Contractor upon written request from the Contractee, except when the agreement is terminated for cause. The required closeout audit may not be waived when an agreement is terminated for cause.
  - B. The Contractee shall ensure that its auditor contacts the Contractor prior to beginning the audit. The Contractor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Contractor, is the responsibility of the Contractee.

- C. The Contractor may require a closeout audit that meets the audit requirements specified in XII, 2. above. In addition, the Contractor may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
- D. All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

### **XIII. OTHER ASSURANCES**

- 1. The Contractee shall notify the Contractor in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal Government, State Government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractee, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.
- 2. The Contractee shall notify the Contractor, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of five hundred dollars (\$500), or when total past due liabilities to any one or more vendors exceed one thousand dollars (\$1000), related to the operation of this Contract Agreement for which the Contractor has reimbursed or will reimburse the Contractee. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractee to resolve the dispute.
- 3. The Contractor may require written assurance at the time of entering into this Contract Agreement that the Contractee has in force and will maintain for the course of this Agreement employee dishonesty bonding in a reasonable amount to be determined by the Contractor.
- 4. The Contractee certifies that neither the Contractee organization nor any of its principals are debarred, suspended, or proposed for debarment for Federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Contractee further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

### **XIV. RECORDS**

- 1. The Contractee shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. Records shall be retained for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit, dispute or litigation, and any associated appeal periods, have ended.
- 2. The Contractee will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of the Contractor and its authorized agents, and Federal agencies, in order to confirm the Contractee's compliance with the specifications of this Contract Agreement.
- 3. The Contractee agrees to retain and make available to the Contractor all program and fiscal records in accordance with the retention period specified in paragraph 1 above. Upon the Contractor's request, at the expiration of the Contract Agreement, the Contractee will transfer at no cost to the Contractor, records regarding the individual recipients who received services from the Contractee

under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

4. The Contractee and its subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide the services under this Contract Agreement.

#### **XV. AGREEMENT REVISIONS AND/OR TERMINATION**

1. The Contractee agrees to re-negotiate with the Contractor this Contract Agreement or any part thereof in such circumstances as:

- Increased or decreased volume of services as required by the Contractor;
- Changes required by State and Federal law or regulations, or court action; or,
- Increase or reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a re-negotiated Contract Agreement under these circumstances is cause for the Contractor to terminate this Agreement.

2. This Contract Agreement can be terminated for any reason by a 30-day written notice by either party.
3. Revision of this Contract Agreement may be made by mutual agreement. The revision will be effective only when the Contractor and Contractee attach an addendum or amendment to this Agreement, which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or grant award amount, where such increase in funds is for the same purpose as originally agreed upon, the Agreement may be amended by a unilateral amendment made by the Contractor.
4. The Contractee shall notify the Contractor whenever it is unable to provide the required quality or quantity of services required. Upon such notification, the Contractor shall determine whether such inability will require revision or termination of this Contract Agreement.
5. If the Contractor finds it necessary to terminate this Contract Agreement prior to the stated expiration date for reason other than non-performance by the Contractee, payment by the Contractor shall cease upon termination. Termination of the contract does not nullify the recoupment of funds by the Contractor, per the negotiated Agreement, associated with failure to attain program objectives or the failure to maintain quality criteria.

#### **XVI. NON-COMPLIANCE, SANCTIONS AND REMEDIAL MEASURES**

1. If the Contractor determines, after notice to the Contractee and opportunity to respond, that the Contractee:
  - Is out of compliance with the program quality criteria as listed in Exhibit I, the Contractor may withhold part or all of the Contractee's funding at a level deemed appropriate by the Contractor as defined in paragraph 3 below.
  - Has not attained the negotiated objective(s) as listed in Exhibit II, the Contractee shall refund the amount designated in Exhibit II under *Risk Profile*. Recoupments will be collected during the subsequent contract year via an adjustment (decrease) in the CARS monthly payment. In such case where a Contractee is subject to recoupment and no longer holds a Contract Agreement with the Contractor, the Contractor will issue an invoice to be paid by the Contractee.

The Contractor may also, at its sole discretion, effectuate such refunds by withholding money from future payments due the Contractee at any time during or after the contract period or may recover such funds by any other legal means.

2. Failure to comply with any part of this Contract Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Contractee's participation in the Agreement if the Contractor determines it is necessary to protect the interests of the State.
3. The Contractee shall provide written notice to the Contractor of all instances of non-compliance with the terms of program quality criteria associated with this Contract Agreement by itself or its subcontractors. Notice shall be given as soon as practicable but in no case later than 15 days after the Contractee became aware, or should have been aware, of the non-compliance. Non-compliance can also be determined by the Division of Public Health Regional Office Contract Administrator through on-site inspection or desk review of documentation. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Contractee shall provide the Contractor with a plan to correct the non-compliance and a timetable for the implementation of that plan to correct. The plan to correct must be approved by the Contractor. If at the end of the implementation period, the Contractee is found to still be out of compliance, the Contractor may, at its sole discretion, take whatever action it deems necessary to protect the interests of the State, including withholding part or all of the Contractee's funding, if it reasonably believes that the non-compliance will continue or will reoccur.
4. The Contractee shall provide within 30 days after the end of the contract period (or by the date specified in Exhibit II) to the Contractor via the Contract Administrator, the documentation specified in Exhibit II relating to attainment or failure to attain the objectives agreed to in this Contract Agreement. If any objective is not attained, the Contractor will determine, at its sole discretion, the proportion of non-attainment and will recoup from the Contractee an amount as defined by the Risk Profile identified in Exhibit II. Any degree of non-attainment, as judged by the sole discretion of the Contractor, shall be used by the Contractor in determining the conditions of any continuation of this Agreement.
5. If the Contractor determines that non-compliance with other requirements (not stated in Exhibit I or Exhibit II) in this Contract Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever sanctions or remedial measures it deems necessary to protect the interests of the State. Such sanctions and measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph 2 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
6. If audits are not submitted when due, the Contractor may take action pursuant to Section XII of this Contract Agreement.
7. If required program deliverables or other required information or reports, other than audits, are not submitted when due, the Contractor may withhold all payments that otherwise would be paid the Contractee under this Contract Agreement until such time as the reports and information are submitted. In addition, the Contractor can hold implementation of continuation of this Agreement pending submittal of this documentation.

## **XVII. DISPUTE RESOLUTION**

If any dispute arises between the Contractor and Contractee under this Contract Agreement, including the Contractor's finding of non-compliance and imposition of sanctions or remedial measures, the following process will be the exclusive administrative review.

1. The Contractor's and Contractee's Contract Administrators will attempt to resolve the dispute, in coordination with the Division of Public Health Regional Office Director and appropriate program staff within the Division.
2. If the dispute cannot be resolved by the Contract Administrators, the Contractee may ask for review by the Administrator of the Division of Public Health.

3. If the dispute is still not resolved, the Contractee may request a final review by the Secretary of the Department of Health and Family Services.

**XVIII. FINAL REPORT DATE**

1. The due date of the final fiscal report shall be ninety (90) days after the Contract Agreement period ending date.
2. Expenses incurred during the Contract Agreement period but reported later than ninety (90) days after the period ending date will not be recognized, allowed or reimbursed under the terms of this Grant Agreement.

**XIX. INDEMNITY**

The Contractor and Contractee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

**XX. SURETY BOND**

The Contractor may require the Contractee to have a surety bond. The surety bond shall be in force for the period of the Contract Agreement and shall be a reasonable amount to be determined by the Contractor.

**XXI. CONDITIONS OF THE PARTIES' OBLIGATIONS**

1. This Contract Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the Contractor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
2. The Contractor and Contractee understand and agree that no clause, term or condition of this Contract Agreement shall be construed to supersede the lawful powers or duties of either party.
3. It is understood and agreed that the entire Contract Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

**XXII. SPECIAL PROVISIONS**

1. If the Contractor determines that the Contractee has exceeded the agreed upon program objective(s) to the level specified in Exhibit II, *Conditions for an Incentive Payment*, the Contractee may be eligible to receive performance-based incentive funds if such funds are available as determined by the Contractor.
2. The Contractor may make these incentive awards at its discretion based on the amount of available incentive funding and the terms of agreement with the Federal agency(s) as to the distribution of such incentive funding. The awards will be made during the subsequent contract year via an adjustment (increase) in the monthly CARS payment. In such case where a Contractee is eligible for an incentive payment and no longer holds a contract agreement with the Contractor, the Contractor will make a separate payment to the Contractee. The incentive funds must be expended by the Contractee within the subsequent contract or calendar year and can not be diverted outside of the set of programs defined by this Contract Agreement or used for supplanting purposes. The Contractee shall report, in a manner specified by the Contractor, on how the Contractee expended these incentive funds.

3. To the extent allowed by law:

- All funding recouped by the Contractor from the Contractee shall be held by the Contractor in a fund designated for use within the program area associated with the recoupment action.
- These funds may be used to award other Contractees who have exceeded their objectives in that program, general funding of the program area to all Contractees via formula in the next contract period, general funding of the program for all Contractees during the current contract period, or returned to the Federal funding agency of that program.

These funds cannot be used by the Contractor for their own operational costs.

### **XXIII. CONTRACT RENEWAL OPTIONS**

This contract can be renewed on an annual basis for up to two (2) one-year extensions with the mutual agreement of both the Contractor and Contractee. The objectives to be attained by program will be re-negotiated each year by the Contractor and Contractee, as well as documentation deliverables and risk conditions.



## CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 11/19/07-11/29/07 Checks # 14823-14982	\$ 573,080.48
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Payroll Checks for 11/21/07-11/29/07 Checks # 35622-35843	<u>155,116.68</u>
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Total	\$ 728,197.16
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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.

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

AMT-Garnishments

Date: Tuesday, November 20, 2007  
 Time: 02:45PI  
 User: JSASSMAN

**CITY OF MENASHA**

Page: 1 of 1  
 Report: 03630Alt.rpt  
 Company: 31100

**Check Register - w/Alternate Description**

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
<b>04139 VALERIE DAVIS</b>		31100	53	09-102-331	-14.69	VOID AP #8983/OVER YEAR OLD
		31100	53	09-114-331	-8.01	VOID AP #8983/OVER YEAR OLD
		31100	53	09-118-331	-4.45	VOID AP #8983/OVER YEAR OLD
	110207	31100	53	09-102-331	24.74	MILEAGE
	110207	31100	53	09-102-336	19.40	MILEAGE
	110207	31100	53	09-104-331	2.23	MILEAGE
		31100	53	09-102-331	14.69	CORRECT DEBIT ADJ
		31100	53	09-114-331	8.01	CORRECT DEBIT ADJ
		31100	53	09-118-331	4.45	CORRECT DEBIT ADJ
	<b>Check Date</b>	<b>11/15/2007</b>	<b>Check Nbr</b>	<b>014823</b>	<b>Check Total:</b>	<b>46.37</b>
<b>Grand Total:</b>					<b>46.37</b>	

Date: Monday, November 19, 2007  
 Time: 12:34PM  
 User: MGRIESBACH

**CITY OF MENASHA**  
**Check Register - w/Alternate Description**

Page: 1 of 6  
 Report: 03630Alt.rpt  
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
<b>01160 ALLIANCE ENTERTAINMENT CORP</b>	PJB28655524	31100	55	06-101-314	178.69	LIBRARY MATERIALS
	PJB28803656	31100	55	06-101-314	48.41	LIBRARY MATERIALS
	PJB28880355	31100	55	06-101-314	28.14	LIBRARY MATERIALS
<b>Check Date</b>	<b>11/19/2007</b>	<b>Check Nbr</b>	<b>014824</b>	<b>Check Total:</b>	<b>255.24</b>	
<b>01528 AMAZON CREDIT PLAN</b>	922806059192652	31100	55	06-101-314	16.47	LIBRARY MATERIALS
	839537177762552	31100	55	06-101-314	31.25	LIBRARY MATERIALS
	767634524666452	31100	55	06-101-314	20.00	LIBRARY MATERIALS
<b>Check Date</b>	<b>11/19/2007</b>	<b>Check Nbr</b>	<b>014825</b>	<b>Check Total:</b>	<b>67.72</b>	
<b>02055 BADGER STATE INDUSTRIES</b>	154768	31100	55	06-101-216	120.00	COMPUTER MONITORS RECYCLING
<b>Check Date</b>	<b>11/19/2007</b>	<b>Check Nbr</b>	<b>014826</b>	<b>Check Total:</b>	<b>120.00</b>	
<b>02115 BAKER &amp; TAYLOR INC</b>	5008280983	31100	55	06-101-314	194.36	LIBRARY MATERIALS
	5008318962	31100	55	06-101-314	126.59	LIBRARY MATERIALS
	H11160430	31100	55	06-101-314	137.30	LIBRARY MATERIALS
	H200963CM	31100	55	06-101-314	-20.87	CREDIT MEMO
	H11425720	31100	55	06-101-314	21.59	LIBRARY MATERIALS
	H201048CM	31100	55	06-101-314	-7.20	CREDIT MEMO
	H11764580	31100	55	06-101-314	61.11	LIBRARY MATERIALS
	H11764581	31100	55	06-101-314	43.18	LIBRARY MATERIALS
	H11922840	31100	55	06-101-314	212.19	LIBRARY MATERIALS
	H11922850	31100	55	06-101-314	21.56	LIBRARY MATERIALS
	H12072960	31100	55	06-101-314	14.36	LIBRARY MATERIALS
	H12324220	31100	55	06-101-314	60.39	LIBRARY MATERIALS
	H12324221	31100	55	06-101-314	110.05	LIBRARY MATERIALS
	H12418040	31100	55	06-101-314	71.99	LIBRARY MATERIALS
	H12829900	31100	55	06-101-314	117.17	LIBRARY MATERIALS
	H12829901	31100	55	06-101-314	163.25	LIBRARY MATERIALS
	H13375650	31100	55	06-101-314	60.45	LIBRARY MATERIALS
	H13375651	31100	55	06-101-314	186.99	LIBRARY MATERIALS
	2019529530	31100	55	06-101-314	286.56	LIBRARY MATERIALS

Date: Monday, November 19, 2007  
 Time: 12:34PM  
 User: MGRIESBACH

**CITY OF MENASHA**  
**Check Register - w/Alternate Description**

Page: 2 of 6  
 Report: 03630Alt.rpt  
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
	2019538316	31100	55	06-101-314	344.66	LIBRARY MATERIALS
	2019552057	31100	55	06-101-314	672.07	LIBRARY MATERIALS
	2019565739	31100	55	06-101-314	393.20	LIBRARY MATERIALS
	2019586481	31100	55	06-101-314	407.34	LIBRARY MATERIALS
	2019586050	31100	55	06-101-314	260.24	LIBRARY MATERIALS
	2019612292	31100	55	06-101-314	287.75	LIBRARY MATERIALS
	2019627541	31100	55	06-101-314	555.59	LIBRARY MATERIALS
	2019634429	31100	55	06-101-314	694.69	LIBRARY MATERIALS
	2019662524	31100	55	06-101-314	283.22	LIBRARY MATERIALS
	2019670215	31100	55	06-101-314	425.42	LIBRARY MATERIALS
	2019694771	31100	55	06-101-314	278.99	LIBRARY MATERIALS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014829</b>		<b>Check Total:</b>	<b>6,464.19</b>
<b>02628 JOSEPH BONGERS</b>	11152007	31100	55	06-101-331	55.58	MILEAGE REIMBURSEMENT
	11162007	31100	55	06-101-333	172.05	MEALS & LODGING REIMBURSEMENT
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014830</b>		<b>Check Total:</b>	<b>227.63</b>
<b>02635 BOOK WHOLESALERS INC</b>	M111476A	31100	55	06-101-314	14.87	LIBRARY MATERIALS
	M112154A	31100	55	06-101-314	1,243.56	LIBRARY MATERIALS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014831</b>		<b>Check Total:</b>	<b>1,258.43</b>
<b>02673 THOMAS BOUREGY &amp; CO INC</b>	50616A	31100	55	06-101-314	138.50	LIBRARY MATERIALS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014832</b>		<b>Check Total:</b>	<b>138.50</b>
<b>03265 CENTER POINT LARGE PRINT</b>	669128	31100	55	06-101-314	38.94	LIBRARY MATERIALS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014833</b>		<b>Check Total:</b>	<b>38.94</b>
<b>04064 AMY DANKE</b>	11152007	31100	55	06-101-205	100.00	PERFORMANCE FEE
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014834</b>		<b>Check Total:</b>	<b>100.00</b>

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<b>04080 DARBOY STONE &amp; BRICK</b>	63259-000	31100	55	06-101-240	99.00	FIREPLACE REPAIR
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014835</b>		<b>Check Total:</b>	<b>99.00</b>
<b>04195 DEMCO INC</b>	3010624	31100	55	06-101-300	202.55	DEPARTMENT SUPPLIES
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014836</b>		<b>Check Total:</b>	<b>202.55</b>
<b>07110 GAYLORD BROTHERS INC</b>	1089794	31100	55	06-101-300	65.82	DEPARTMENT SUPPLIES
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014837</b>		<b>Check Total:</b>	<b>65.82</b>
<b>08539 MELISSA HUDSON</b>	11152007	31100	55	06-101-314	30.00	LIBRARY MATERIALS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014838</b>		<b>Check Total:</b>	<b>30.00</b>
<b>09135 INGRAM LIBRARY SERVICES</b>	31182990	31100	55	06-101-314	82.00	LIBRARY MATERIALS
	31685881	31100	55	06-101-314	80.81	LIBRARY MATERIALS
	31755799	31100	55	06-101-314	133.35	LIBRARY MATERIALS
	32035303	31100	55	06-101-314	85.60	LIBRARY MATERIALS
	32052615	31100	55	06-101-314	138.76	LIBRARY MATERIALS
	32083262	31100	55	06-101-314	126.33	LIBRARY MATERIALS
	32135835	31100	55	06-101-314	146.38	LIBRARY MATERIALS
	32199406	31100	55	06-101-314	82.57	LIBRARY MATERIALS
	32342659	31100	55	06-101-314	88.35	LIBRARY MATERIALS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014839</b>		<b>Check Total:</b>	<b>964.15</b>
<b>11155 KITZ &amp; PFEIL INC</b>	0926140316	31100	55	06-101-313	24.15	HOUSEKEEPING SUPPLIES
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014840</b>		<b>Check Total:</b>	<b>24.15</b>
<b>11235 KONE INC</b>	17573570	31100	55	06-101-240	318.63	MAINTENANCE COVERAGE
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014841</b>		<b>Check Total:</b>	<b>318.63</b>

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<b>12510 MARGE LOCH-WOUTERS</b>	11152007	31100	55	06-101-316	21.90	PROGRAM SUPPLIES
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014842</b>		<b>Check Total:</b>	<b>21.90</b>
<b>13100 MARSHALL CAVENDISH CORP</b>	R772711	31100	55	06-101-314	164.51	LIBRARY MATERIALS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014843</b>		<b>Check Total:</b>	<b>164.51</b>
<b>13345 MENARDS-APPLETON EAST</b>	11932	31100	55	06-101-240	55.96	TREE LIGHTS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014844</b>		<b>Check Total:</b>	<b>55.96</b>
<b>13440 MENASHA PUBLIC LIBRARY</b>	11152007	31100	55	06-101-205	15.42	REIMBURSEMENT TO ENDOWMENT
	11162007	31100	55	06-101-316	120.00	PROGRAM SUPPLIES REIMBURSEMENT
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014845</b>		<b>Check Total:</b>	<b>135.42</b>
<b>13610 MIDWEST TAPE</b>	1503250	31100	55	06-101-314	27.98	LIBRARY MATERIALS
	1505371	31100	55	06-101-314	137.93	LIBRARY MATERIALS
	1509695	31100	55	06-101-314	119.95	LIBRARY MATERIALS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014846</b>		<b>Check Total:</b>	<b>285.86</b>
<b>13675 MINITEX-CPP</b>	46544	31100	55	06-101-300	601.00	DEPARTMENT SUPPLIES
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014847</b>		<b>Check Total:</b>	<b>601.00</b>
<b>13801 MOVIE LICENSING USA</b>	1135106	31100	55	06-101-205	75.00	LICENSING FEE
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014848</b>		<b>Check Total:</b>	<b>75.00</b>
<b>15045 OFFICE DEPOT</b>	142017892000	31100	55	06-101-310	64.93	OFFICE SUPPLIES
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014849</b>		<b>Check Total:</b>	<b>64.93</b>
<b>15210 ORIENTAL TRADING CO INC</b>	619927099-01	31100	55	06-101-316	67.85	PROGRAM SUPPLIES
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014850</b>		<b>Check Total:</b>	<b>67.85</b>

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<b>16300 PIGGLY WIGGLY #24</b>	00286427	31100	55	06-101-316	62.13	PROGRAM SUPPLIES
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014851</b>		<b>Check Total:</b>	<b>62.13</b>
<b>16383 JEFF POCKAT</b>	11152007	31100	55	06-101-314	30.00	LIBRARY SUPPLIES
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014852</b>		<b>Check Total:</b>	<b>30.00</b>
<b>17050 QUALITY BOOKS INC</b>	112946	31100	55	06-101-314	16.95	LIBRARY MATERIALS
	113595	31100	55	06-101-314	80.37	LIBRARY MATERIALS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014853</b>		<b>Check Total:</b>	<b>97.32</b>
<b>18094 RANDOM HOUSE INC</b>	1083784398	31100	55	06-101-314	72.00	LIBRARY MATERIALS
	1083829126	31100	55	06-101-314	100.00	LIBRARY MATERIALS
	1083829127	31100	55	06-101-314	103.20	LIBRARY MATERIALS
	1083871795	31100	55	06-101-314	72.00	LIBRARY MATERIALS
	1083905639	31100	55	06-101-314	116.80	LIBRARY MATERIALS
	1083905640	31100	55	06-101-314	36.00	LIBRARY MATERIALS
	1083940223	31100	55	06-101-314	64.00	LIBRARY MATERIALS
	1083940225	31100	55	06-101-314	30.40	LIBRARY MATERIALS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014854</b>		<b>Check Total:</b>	<b>594.40</b>
<b>18115 RECORDED BOOKS INC</b>	3768785	31100	55	06-101-314	32.75	LIBRARY MATERIALS
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014855</b>		<b>Check Total:</b>	<b>32.75</b>
<b>19019 TASHA SAECKER</b>	11152007	31100	55	06-101-331	273.54	MILEAGE REIMBURSEMENT
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014856</b>		<b>Check Total:</b>	<b>273.54</b>
<b>19140 SCHARPF'S OFFICE PRODUCTS INC</b>	378596	31100	55	06-101-310	29.99	OFFICE SUPPLIES
	<b>Check Date</b> 11/19/2007	<b>Check Nbr</b>	<b>014857</b>		<b>Check Total:</b>	<b>29.99</b>

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<b>20191 THOMSON GALE</b>	RM854704	31100	55	06-101-314	-6.79	CREDIT MEMO
	RM854705	31100	55	06-101-314	-6.79	LIBRARY MATERIALS
	RM855103	31100	55	06-101-314	-6.79	CREDIT MEMO
	RM854703	31100	55	06-101-314	-6.39	CREDIT MEMO
	15366575	31100	55	06-101-314	64.90	LIBRARY MATERIALS
	15391516	31100	55	06-101-314	33.95	LIBRARY MATERIALS
	15401259	31100	55	06-101-314	38.93	LIBRARY MATERIALS
	15403312	31100	55	06-101-314	33.95	LIBRARY MATERIALS
	15408944	31100	55	06-101-314	67.90	LIBRARY MATERIALS
	15413729	31100	55	06-101-314	148.59	LIBRARY MATERIALS
<b>Check Date</b>	<b>11/19/2007</b>	<b>Check Nbr</b>	<b>014858</b>		<b>Check Total:</b>	<b>361.46</b>
<b>21060 UNITED PAPER CORPORATION</b>	55848	31100	55	06-101-313	173.15	HOUSEKEEPING SUPPLIES
	<b>Check Date</b>	<b>11/19/2007</b>	<b>Check Nbr</b>	<b>014859</b>		<b>Check Total:</b>
<b>23293 WINNEFOX LIBRARY SYSTEM</b>	2790	31100	55	06-101-205	279.00	LICENSING FEE
	2802	31100	55	06-101-314	26.75	LIBRARY MATERIALS
	<b>Check Date</b>	<b>11/19/2007</b>	<b>Check Nbr</b>	<b>014860</b>		<b>Check Total:</b>
<b>23430 WISCONSIN LIBRARY ASSOCIATION</b>	11152007	31100	55	06-101-332	15.00	REGISTRATION FEE
	11162007	31100	55	06-101-333	11.00	MEAL
	11172007	31100	55	06-101-333	20.00	REGISTRATION FEE
	<b>Check Date</b>	<b>11/19/2007</b>	<b>Check Nbr</b>	<b>014861</b>		<b>Check Total:</b>
<b>23465 WISCONSIN TAXPAYERS ALLIANCE</b>	11152007	31100	55	06-101-314	9.00	LIBRARY MATERIALS
	<b>Check Date</b>	<b>11/19/2007</b>	<b>Check Nbr</b>	<b>014862</b>		<b>Check Total:</b>
<b>Grand Total:</b>					<b>13,862.87</b>	

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<b>01075 ACCURATE SUSPENSION WAREHOUSE</b>	7019271	31731	54	10-149-300	95.52	BRAKLEEN
	<u>Check Date</u> 11/21/2007	<u>Check Nbr</u>	<u>014863</u>		<u>Check Total:</u>	<u>95.52</u>
<b>01315 AIRGAS NORTH CENTRAL</b>	105113933	31731	54	10-149-300	94.81	OXYGEN/ACETYLENE CYL
	<u>Check Date</u> 11/21/2007	<u>Check Nbr</u>	<u>014864</u>		<u>Check Total:</u>	<u>94.81</u>
<b>01675 AMT</b>		31100	21	04-299-022	150.00	
	<u>Check Date</u> 11/21/2007	<u>Check Nbr</u>	<u>014865</u>		<u>Check Total:</u>	<u>150.00</u>
<b>01730 APPLETON COMPRESSOR SERVICE &amp;</b>	0070507-IN	31731	54	10-149-383	47.35	BALL VALVE
	<u>Check Date</u> 11/21/2007	<u>Check Nbr</u>	<u>014866</u>		<u>Check Total:</u>	<u>47.35</u>
<b>01770 APPLETON TROPHY &amp; ENGRAVING</b>	32907	31100	55	07-201-300	23.20	PLAQUE ENGRAVING
	<u>Check Date</u> 11/21/2007	<u>Check Nbr</u>	<u>014867</u>		<u>Check Total:</u>	<u>23.20</u>
<b>02040 BADGER HIGHWAYS CO INC</b>	138579	31485	54	10-121-300	953.34	NATURES WAY RECYCLE MATERIAL
	138625	31485	54	10-121-300	16,246.34	RECYCLE MATERIAL/NATURES WAY
	138681	31485	54	10-121-300	544.25	NATURE'S WAY RECYCLE MATERIAL
	138681	31100	54	10-122-300	37.37	EXCAVATION
	<u>Check Date</u> 11/21/2007	<u>Check Nbr</u>	<u>014868</u>		<u>Check Total:</u>	<u>17,781.30</u>
<b>02105 BAHCALL RUBBER CO INC</b>	425909-001	31731	54	10-149-383	172.90	CRIMP FITTING/COVERED HOSE
	<u>Check Date</u> 11/21/2007	<u>Check Nbr</u>	<u>014869</u>		<u>Check Total:</u>	<u>172.90</u>
<b>02200 TOM BARON</b>	111307	31100	56	03-202-331	60.63	MILEAGE/WEDA CONFERENCE
	<u>Check Date</u> 11/21/2007	<u>Check Nbr</u>	<u>014871</u>		<u>Check Total:</u>	<u>60.63</u>
<b>02335 BECK ELECTRIC INC</b>	D289	31100	54	10-131-822	8,118.16	WISDOT PROJECT/AIRPORT/47
	<u>Check Date</u> 11/21/2007	<u>Check Nbr</u>	<u>014872</u>		<u>Check Total:</u>	<u>8,118.16</u>

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<b>02545 BLUE PRINT SERVICE CO INC</b>	9028	31100	52	03-301-300	501.38	INKHEADS
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014873</b>		<b>Check Total:</b>	<b>501.38</b>
<b>03070 CALUMET COUNTY TREASURER</b>	111907	31100	21	04-229-000	69.00	DOG LICENSES #4631-4653
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014874</b>		<b>Check Total:</b>	<b>69.00</b>
<b>03225 CB SUPPLY COMPANY INC</b>	0134341-IN	31731	54	10-149-383	254.01	FLANGE UNIT/OIL SEAL
	0134313-IN	31731	54	10-149-383	42.05	FLANGE UNIT/OIL SEAL
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014875</b>		<b>Check Total:</b>	<b>296.06</b>
<b>03667 CONNECTING CULTURES INTERPRETG</b>	2175	31100	53	09-102-215	107.05	INTERPRETATION/SPANISH
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014876</b>		<b>Check Total:</b>	<b>107.05</b>
<b>02136 J P COOKE COMPANY</b>	618243	31100	51	04-106-291	54.72	CAT LICENSE TAGS 1000-1299
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014870</b>		<b>Check Total:</b>	<b>54.72</b>
<b>04275 DIGICORPORATION</b>	51185	31100	55	07-201-291	43.95	HAYRIDE TICKETS
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014877</b>		<b>Check Total:</b>	<b>43.95</b>
<b>06115 FERRELLGAS</b>	1018292869	31731	54	10-149-300	79.93	LIQUEFIED PETROLEUM GAS
	1018292890	31266	54	10-307-300	48.38	LIQUEFIED PETROLEUM GAS
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014878</b>		<b>Check Total:</b>	<b>128.31</b>
<b>07295 GOSS AUTO BODY INC</b>	014570	31100	54	10-124-315	1,325.00	PAINT SALT SPREADERS
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014879</b>		<b>Check Total:</b>	<b>1,325.00</b>
<b>07580 GUNDERSON UNIFORM &amp; LINEN RENT</b>	1224192	31100	51	10-115-201	14.46	MAT/MOP SERVICE
	1224192	31100	53	09-212-313	3.36	MAT/MOP SERVICE
	1224192	31100	55	07-202-313	3.36	MAT/MOP SERVICE
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014880</b>		<b>Check Total:</b>	<b>21.18</b>

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<b>09180 INTAB INC</b>	119834A	31100	51	02-117-310	34.59	"I VOTED" STICKERS
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014881</b>		<b>Check Total:</b>	<b>34.59</b>
<b>12570 LUNIAK PAINT &amp; SUPPLY INC</b>	1219	31100	54	10-124-315	280.00	SANDBLAST SALT SPREADER
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014882</b>		<b>Check Total:</b>	<b>280.00</b>
<b>13045 MANDERFIELD BAKERY</b>	275934	31100	53	09-104-300	5.60	DONUTS
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014883</b>		<b>Check Total:</b>	<b>5.60</b>
<b>13149 MATTHEWS COMMERCIAL TIRE CTR</b>	023023	31731	54	10-149-382	31.00	TIRE REPAIR
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014884</b>		<b>Check Total:</b>	<b>31.00</b>
<b>13150 MATTHEWS TIRE &amp; AUTO SERVICE</b>	322994	31731	54	10-149-382	407.32	TIRE SERVICE
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014885</b>		<b>Check Total:</b>	<b>407.32</b>
<b>13345 MENARDS-APPLETON EAST</b>	11420	31100	52	05-201-240	766.22	WALL CABINET/BACKSPLASH/36
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014886</b>		<b>Check Total:</b>	<b>766.22</b>

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13360 MENASHA ELECTRIC & WATER UTILI	110607	31100	12	04-399-000	1,174.82	FIRE DEPT
	110607	31100	12	04-399-000	153.69	FIRE DEPT
	110607	31100	52	08-101-223	1,622.38	POLICE DEPT
	110607	31100	52	08-101-225	212.24	POLICE DEPT
	110607	31100	54	10-131-223	187.89	TRAFFIC LIGHTS
	110607	31100	54	10-131-225	26.65	TRAFFIC LIGHTS
	110607	31731	54	10-149-223	1,034.72	PUBLIC WORKS FACILITY
	110607	31731	54	10-149-225	285.07	PUBLIC WORKS FACILITY
	110607	31201	54	10-301-223	42.29	LIFT STATIONS
	110607	31266	54	10-308-223	8.48	RECYCLING
	110607	31100	55	06-101-223	3,388.60	LIBRARY
	110607	31100	55	06-101-225	516.64	LIBRARY
	110607	31100	55	07-202-223	1,420.30	PARKS
	110607	31100	55	07-202-225	17.42	PARKS
	110607	31100	55	07-203-223	162.60	SWIMMING POOL
	110607	31100	55	07-203-225	277.92	SWIMMING POOL
	110607	31207	55	07-205-225	37.64	TRAFFIC LIGHTS
	110607	31100	55	10-215-223	196.05	LIFT BRIDGES
	110807	31100	54	10-143-223	14,674.68	STREET LIGHTING
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13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,727.00	
		31100	21	04-299-020	18,801.00	
Check Date	11/21/2007	Check Nbr	014888		Check Total:	20,528.00
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	200.00	
Check Date	11/21/2007	Check Nbr	014889		Check Total:	200.00
13377 MENASHA EMPLOYEES LOCAL 1035B		31100	21	04-299-032	249.16	
Check Date	11/21/2007	Check Nbr	014890		Check Total:	249.16

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<b>13400 MENASHA JOINT SCHOOL DISTRICT</b>	111907	31100	41	04-103-000	6,170.61	NOVEMBER MOBILE HOME TAX
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014891</b>		<b>Check Total:</b>	<b>6,170.61</b>
<b>13430 TOWN OF MENASHA POLICE DEPT</b>	111307	31100	21	04-229-000	139.00	BOND
	111407	31100	21	04-229-000	341.00	BOND
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014892</b>		<b>Check Total:</b>	<b>480.00</b>
<b>13491 MERCK &amp; CO INC</b>	9099875	31100	53	09-102-300	-22.19	CREDIT
	9694253	31100	53	09-102-300	1,426.80	VACCINE
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014893</b>		<b>Check Total:</b>	<b>1,404.61</b>
<b>13755 MORTON SAFETY</b>	232248	31731	54	10-149-300	124.68	GLOVES
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014894</b>		<b>Check Total:</b>	<b>124.68</b>
<b>13785 MOTION INDUSTRIES INC</b>	WI-02-247191	31731	54	10-149-383	148.94	BALL BEARING UNITS
	WI25-424442	31731	54	10-149-383	78.66	ROLLER CHAINS
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014895</b>		<b>Check Total:</b>	<b>227.60</b>
<b>14060 NATIONAL ELEVATOR INSPECTION S</b>	368154	31100	52	08-101-240	70.00	ROUTINE INSPECTION
	368152	31100	51	10-115-240	70.00	ROUTINE INSPECTION
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014896</b>		<b>Check Total:</b>	<b>140.00</b>

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<b>14215 NEENAH-MENASHA MUNICIPAL COURT</b>	111407	31100	21	04-229-000	182.00	BOND
	111407	31100	21	04-229-000	119.00	BOND
	111407	31100	21	04-229-000	1,225.00	BOND
	111407	31100	21	04-229-000	107.00	BOND
	111407	31100	21	04-229-000	106.40	BOND
	111407	31100	21	04-229-000	132.00	BOND
	111407	31100	21	04-229-000	434.00	BOND
	111407	31100	21	04-229-000	119.00	BOND
	111407	31100	21	04-229-000	93.80	BOND
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014897</b>		<b>Check Total:</b>	<b>2,518.20</b>
<b>15046 OFFICE DEPOT</b>	406662614-001	31100	51	10-115-310	422.24	COPY PAPER
	406662615-001	31100	51	04-106-310	5.99	HI LITER PACK
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014898</b>		<b>Check Total:</b>	<b>428.23</b>
<b>15080 OFFICEMAX CONTRACT INC</b>	908867	31100	53	09-102-310	137.33	OFFICE SUPPLIES
	908867	31100	53	09-103-310	18.97	OFFICE SUPPLIES
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014899</b>		<b>Check Total:</b>	<b>156.30</b>
<b>15280 OUTAGAMIE COUNTY CLERK OF COUR</b>	11407	31100	21	04-229-000	420.50	BOND
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014900</b>		<b>Check Total:</b>	<b>420.50</b>
<b>16025 PACKER CITY INTERNATIONAL</b>	3272990009	31731	54	10-149-383	120.74	CLP/PIPE
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014901</b>		<b>Check Total:</b>	<b>120.74</b>
<b>16300 PIGGLY WIGGLY #24</b>	2277	31100	53	09-104-300	22.60	PARTY SUPPLIES
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014902</b>		<b>Check Total:</b>	<b>22.60</b>

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<b>16465 POSTAL ANNEX</b>	119886	31100	53	09-103-311	6.84	STATE LAB OF HYGIENE
	119958	31100	53	09-103-311	6.84	ENVIRONMENTAL HEALTH
	120020	31731	54	10-149-311	16.46	PARTS RETURN/KANN MANUFACT
	120653	31100	52	08-101-311	5.54	WIS DEPT OF JUSTICE
	120694	31100	52	08-101-311	13.11	COLORADO STATE PATROL
	120827	31100	52	08-101-311	5.59	WIS DEPT OF JUSTICE
	120893	31100	52	08-101-311	5.54	WIS DEPT OF JUSTICE
	120991	31100	51	04-109-311	20.58	BARRACUDA NETWORKS
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014903</b>		<b>Check Total:</b>	<b>80.50</b>
<b>16806 PRN HEALTH SERVICES INC</b>	041428	31100	53	09-102-215	990.00	SCHOOL NURSE
	<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014904</b>		<b>Check Total:</b>
<b>18030 RACING ELECTRONICS</b>	1924	31100	52	08-101-295	112.00	SECTOR GEAR ASSEMBLY
	<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014905</b>		<b>Check Total:</b>
<b>19130 DIANE SCHABACH</b>	67276	31207	55	07-205-300	2,736.06	CREDIT CARD PROCESSING
	<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014906</b>		<b>Check Total:</b>
<b>19150 SCHENCK BUSINESS SOLUTIONS</b>	226960	31100	51	04-109-214	1,575.52	PROFESSIONAL SERVICES/BUDGET
	<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014907</b>		<b>Check Total:</b>
<b>19380 SHOPKO STORES INC</b>	51639	31100	55	07-201-300	9.98	PUMPKIN HUNT SUPPLIES
	51543	31100	55	07-201-300	11.36	MAILING SUPPLIES
	<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014908</b>		<b>Check Total:</b>
<b>19650 STATE CHEMICAL MFG CO</b>	93584520	31100	13	04-106-000	116.75	FRAGRANCE PAK
	<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014909</b>		<b>Check Total:</b>

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<b>19775 SUPERIOR CHEMICAL CORP</b>	39866	31100	13	04-106-000	375.00	WIPES
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014910</b>		<b>Check Total:</b>	<b>375.00</b>
<b>19787 SWIDERSKI EQUIPMENT INC</b>	SC710	31731	54	10-149-383	5.92	LATE PAYMENT FINANCE CHARGE
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014911</b>		<b>Check Total:</b>	<b>5.92</b>
<b>21045 UNIFIRST CORPORATION</b>	0970021984	31731	54	10-149-201	69.01	MAT/MOP/CLOTHING SERVICE
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014912</b>		<b>Check Total:</b>	<b>69.01</b>
<b>21095 UNITED WAY FOX CITIES</b>		31100	21	04-299-021	99.50	
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014913</b>		<b>Check Total:</b>	<b>99.50</b>
<b>21226 US OIL CO INC</b>	629030	31100	13	04-103-000	18,427.23	FUEL
	629034	31100	13	04-103-000	5,948.12	NO LEAD GAS
	611577	31100	13	04-103-000	371.10	PRICE DIFFERENCE ADJUSTMENT
	611574	31100	13	04-103-000	18,726.89	NO LEAD AND DIESEL
	611579	31100	13	04-103-000	-75.12	PRICE DIFFERENCE ADJUSTMENT
	611582	31100	13	04-101-000	-126.10	PREPAY CREDIT
	611580	31100	13	04-101-000	-500.80	PREPAY CREDIT
	611578	31100	13	04-101-000	-350.10	PREPAY CREDIT
	611576	31100	13	04-101-000	-349.90	PREPAY CREDIT
	611575	31100	13	04-101-000	-450.20	PREPAY CREDIT
	611573	31100	13	04-103-000	-21,660.08	CANCEL INV 609996/WRONG PRICE
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014914</b>		<b>Check Total:</b>	<b>19,961.04</b>
<b>22430 VISION INSURANCE PLAN OF AMERI</b>	53904	31100	21	04-619-005	1,088.70	EMPLOYEES
	<b>Check Date</b> 11/21/2007	<b>Check Nbr</b>	<b>014915</b>		<b>Check Total:</b>	<b>1,088.70</b>

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<b>23152 WE ENERGIES</b>	110407	31100	53	09-102-224	57.01	226 MAIN
	111507	31100	12	04-399-000	412.19	NM FIRE
	111507	31100	51	10-115-224	839.82	CITY HALL
	111507	31100	52	08-101-224	569.22	POLICE
	111507	31100	53	09-212-224	68.78	SENIOR CENTER
	111507	31731	54	10-149-224	141.94	GARAGE
	111507	31100	55	06-101-224	558.52	LIBRARY
	111507	31100	55	07-202-224	186.38	PARKS
	111507	31100	55	07-203-224	29.69	POOL
	111507	31207	55	07-205-224	60.53	MARINA
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014916</b>		<b>Check Total:</b>	<b>2,924.08</b>
<b>23250 WINNEBAGO COUNTY CLERK OF COUR</b>	111407	31100	21	04-229-000	150.00	BOND
	111407	31100	21	04-229-000	850.00	BOND
	11407	31100	21	04-229-000	350.00	BOND
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014917</b>		<b>Check Total:</b>	<b>1,350.00</b>
<b>23275 WINNEBAGO COUNTY TREASURER</b>	111907	31100	21	04-229-000	217.50	#5851-5900
	111907	31100	21	04-229-000	76.75	#5946-5962
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014918</b>		<b>Check Total:</b>	<b>294.25</b>
	100400	31100	52	08-602-250	308.00	JAIL DIVISION
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014919</b>		<b>Check Total:</b>	<b>308.00</b>
<b>23455 WISCONSIN SUPPORT COLLECTIONS</b>		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
		31100	21	04-299-015	894.60	
<b>Check Date</b>	<b>11/21/2007</b>	<b>Check Nbr</b>	<b>014920</b>		<b>Check Total:</b>	<b>1,469.31</b>
<b>Grand Total:</b>					<b>122,823.54</b>	

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<b>01105 ACTIVE NETWORK</b>	INC006229	31100	51	04-109-243	2,623.00	SAFARI SOFTWARE MAINTENANCE FEE
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014921</b>		<b>Check Total:</b> 2,623.00	
<b>01265 AG-BAG INTERNATIONAL</b>	2668	31266	54	10-308-300	10,463.00	POD 10' COMPOST BAG
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014922</b>		<b>Check Total:</b> 10,463.00	
<b>01315 AIRGAS NORTH CENTRAL</b>	105163681	31100	55	07-202-204	26.04	ACETYLENE/ARGON/OXYGEN CYL
	105163682	31731	54	10-149-242	53.01	ACETYLENE/ARGON/OXYGEN CYL
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014923</b>		<b>Check Total:</b> 79.05	
<b>01842 ASSOCIATED APPRAISAL</b>	5601	31100	51	04-107-219	4,708.33	NOVEMBER SERVICES
	5601	31100	51	04-107-310	16.30	POSTAGE/SUPPLIES/PHONE/FAX
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014924</b>		<b>Check Total:</b> 4,724.63	
<b>02040 BADGER HIGHWAYS CO INC</b>	2007-01(Final)	31100	21	04-205-000	4,119.14	KAUKAUNA/HIGH ST REHAB
	2007-01(Final)	31100	54	10-121-822	5,614.71	KAUKAUNA/HIGH ST REHAB
	138780	31100	54	10-121-300	222.00	HOTMIX ASPHALT
	138780	31100	54	10-122-300	1,522.68	HOTMIX ASPHALT
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014925</b>		<b>Check Total:</b> 11,478.53	
<b>02105 BAHCALL RUBBER CO INC</b>	425926-001	31731	54	10-149-383	98.42	SUPPLIES
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014926</b>		<b>Check Total:</b> 98.42	
<b>02410 BERGSTROM</b>	212802-1	31731	54	10-149-383	30.31	MOLDING
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014927</b>		<b>Check Total:</b> 30.31	
<b>02675 BOUWER PRINTING INC</b>	74197	31100	52	08-101-291	277.50	MISC FORMS STOCK
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014928</b>		<b>Check Total:</b> 277.50	

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<b>02796 BUBRICK'S</b>	76082	31731	54	10-149-310	40.53	OFFICE SUPPLIES
	76082	31266	54	10-307-300	113.85	OFFICE SUPPLIES
	78021	31731	54	10-149-310	-31.92	PAPER RETURN
	76893	31731	54	10-149-310	37.50	OFFICE SUPPLIES
	76893	31100	55	07-202-310	12.50	OFFICE SUPPLIES
	76071	31100	52	08-101-310	296.95	OFFICE SUPPLIES
	<b>Check Date</b>	<b>11/29/2007</b>	<b>Check Nbr</b>	<b>014929</b>	<b>Check Total:</b>	<b>469.41</b>
<b>02821 BURR COMPUTER ENVIRONMENTS</b>	111507	31100	21	04-239-000	500.00	REFUND SITE PLAN DEPOSIT
	<b>Check Date</b>	<b>11/29/2007</b>	<b>Check Nbr</b>	<b>014930</b>	<b>Check Total:</b>	<b>500.00</b>
<b>03045 CALNIN &amp; GOSS INC</b>	11780	31100	54	10-122-300	315.00	SHREDDED TOPSOIL
	<b>Check Date</b>	<b>11/29/2007</b>	<b>Check Nbr</b>	<b>014931</b>	<b>Check Total:</b>	<b>315.00</b>
<b>03730 COUNTRY INNS &amp; SUITES</b>	111307	31278	53	09-116-702	833.19	HOTEL STAY
	<b>Check Date</b>	<b>11/29/2007</b>	<b>Check Nbr</b>	<b>014932</b>	<b>Check Total:</b>	<b>833.19</b>
<b>04209 JASON DERKS</b>		31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	<b>Check Date</b>	<b>11/29/2007</b>	<b>Check Nbr</b>	<b>014933</b>	<b>Check Total:</b>	<b>675.00</b>

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<b>05100 ELAN CARDMEMBER SERVICE</b>	111307	31100	51	02-118-310	176.38	IDCARDGROUP/SAFETY COMMITTEE
	111307	31100	51	04-109-312	44.95	CLEANER FOR LCD/LACEY
	111307	31100	51	04-109-315	46.10	USB FLASH DRIVES/LACEY
	111307	31100	51	04-109-315	21.05	CELL PHONE CHARGER/JAMES
	111307	31100	51	10-115-240	35.21	URINAL PARTS/ALIX
	111307	31100	51	10-115-310	89.50	CITY HALL TONER/JAMES
	111307	31100	51	10-115-310	51.98	TONER/CITY HALL/JAMES
	111307	31100	51	10-115-313	28.99	LABSAFE/ALIX
	111307	31100	52	08-101-240	502.69	GROUT/ADHESIVE/ALIX
	111307	31100	52	08-101-310	326.95	TONER/POLICE/JAMES
	111307	31100	52	08-101-312	120.05	CAMERA/POLICE/LACEY
	111307	31100	53	09-102-310	43.70	FAX TONER HEALTH DEPT/JAMES
	111307	31827	53	09-212-300	87.87	FACTORY CARD OUTLET/NETT
	111307	31827	53	09-212-315	1,098.60	LCD MONITORS/SR CENTER/LACEY
	111307	31100	54	10-111-300	25.20	AASHTO PUBS/RADTKE
	111307	31731	54	10-149-310	180.98	TONER PWF/JAMES
	111307	31100	55	06-101-240	54.99	MIC HOLDER/ALIX
	111307	31100	55	06-101-310	38.84	CIRCUIT CITY/SAECKER
	111307	31100	55	06-101-310	887.16	TONER/LIBRARY/JAMES
	111307	31100	55	06-101-310	125.00	TONER/LIBRARY/JAMES
	111307	31100	55	07-201-337	99.00	KALAHARI RESORT/TUNGATE
	111307	31100	55	07-201-338	12.57	KALAHARI RESORT/TUNGATE
111307	31100	55	07-202-300	41.93	FLEET FARM/TUNGATE	
111307	31100	56	03-202-332	95.00	UWSP EXTENSION/KEIL	
<b>Check Date 11/29/2007 Check Nbr 014934</b>					<b>Check Total: 4,234.69</b>	
<b>05189 ENERGY CENTER OF WISCONSIN</b>	112607	31100	56	03-202-332	129.00	REGISTRATION
	<b>Check Date 11/29/2007 Check Nbr 014935</b>					<b>Check Total: 129.00</b>
<b>05240 EVANS TITLE COMPANIES INC</b>	650105511	31263	56	03-207-701	75.00	956 MISTFLOWER CIRCLE
	<b>Check Date 11/29/2007 Check Nbr 014936</b>					<b>Check Total: 75.00</b>

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<b>06565 FOX VALLEY HUMANE ASSOCIATION</b>	111507	31100	53	08-115-250	1,193.83	OCTOBER 2007/20 ANIMALS
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014937</b>		<b>Check Total:</b>	<b>1,193.83</b>
<b>07580 GUNDERSON UNIFORM &amp; LINEN RENT</b>	1228098	31100	52	08-101-313	29.97	TOWEL/MAT SERVICE
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014938</b>		<b>Check Total:</b>	<b>29.97</b>
<b>08054 STEPHANIE LYNN HALL</b>	112707	31100	55	07-201-203	340.00	HOOPING INSTRUCTOR
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014939</b>		<b>Check Total:</b>	<b>340.00</b>
<b>08300 HEMOCUE INC</b>	866404	31100	53	09-104-300	169.00	MEDICAL SUPPLIES
	866404	31100	53	09-104-315	324.00	MEDICAL SUPPLIES
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014940</b>		<b>Check Total:</b>	<b>493.00</b>
<b>08495 HORN PRECAST</b>	1633	31485	54	10-121-300	32.00	RISER/NATURES WAY
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014941</b>		<b>Check Total:</b>	<b>32.00</b>
<b>08537 HSBC BUSINESS SOLUTIONS</b>	1296000035587	31100	51	10-115-310	82.99	HP TONER
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014942</b>		<b>Check Total:</b>	<b>82.99</b>
<b>09127 INFOUSA CITY DIRECTORIES</b>	1000096372	31100	52	08-101-322	212.00	CITY DIRECTORIES
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014943</b>		<b>Check Total:</b>	<b>212.00</b>
<b>09290 INTERSTATE BATTERY OF GREEN BA</b>	90041238	31731	54	10-149-383	73.95	STOCK
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014944</b>		<b>Check Total:</b>	<b>73.95</b>
<b>10025 J&amp;E CONSTRUCTION CO INC</b>	1086	31485	56	03-202-822	107.09	STONE HAULED BY R BOWERS
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014945</b>		<b>Check Total:</b>	<b>107.09</b>

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<b>10230 JOHN'S SAW SERVICE</b>	8116	31731	54	10-149-383	319.32	PISTON/GASKET/BEARINGS
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014946</b>		<b>Check Total:</b>	<b>319.32</b>
<b>10320 JEFF JORGENSON</b>	112107	31100	52	08-101-338	75.82	CVMIC CLASS LODGING
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014947</b>		<b>Check Total:</b>	<b>75.82</b>
<b>11335 KUBIAK SWIMMING POOLS INC</b>	8531	31100	55	07-202-204	103.00	FOUNTAIN CLOSING
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014948</b>		<b>Check Total:</b>	<b>103.00</b>
<b>12110 LAMERS BUS LINES INC</b>	112607	31100	21	04-269-000	97.00	TO PAC HS MUSICAL
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014949</b>		<b>Check Total:</b>	<b>97.00</b>
<b>12450 LINCOLN CONTRACTORS SUPPLY INC</b>	10402660	31731	54	10-149-383	49.00	THROTTLE CABLE
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014950</b>		<b>Check Total:</b>	<b>49.00</b>
<b>13149 MATTHEWS COMMERCIAL TIRE CTR</b>	023105	31731	54	10-149-382	713.76	TIRE REPAIR
	023151	31731	54	10-149-382	713.76	TIRE REPAIR
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014951</b>		<b>Check Total:</b>	<b>1,427.52</b>
<b>13345 MENARDS-APPLETON EAST</b>	14319	31100	53	07-401-240	93.70	DOOR AT RESTHAVEN
	17416	31100	53	09-212-240	-34.99	BULB RETURN
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014952</b>		<b>Check Total:</b>	<b>58.71</b>

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<b>13360 MENASHA ELECTRIC &amp; WATER UTILI</b>	111407	31100	12	04-399-000	15.95	TRAFFIC LIGHTS
	111407	31100	51	04-109-214	763.00	DARK FIBER
	111407	31100	51	10-115-223	1,573.88	CITY BUILDINGS
	111407	31100	51	10-115-225	249.71	CITY BUILDINGS
	111407	31100	53	09-102-214	112.50	HEALTH DEPT
	111407	31100	53	09-102-223	156.85	HEALTH DEPT
	111407	31100	53	09-102-225	42.02	HEALTH DEPT
	111407	31100	53	09-212-223	258.47	SENIOR CENTER
	111407	31100	53	09-212-225	64.93	SENIOR CENTER
	111407	31100	54	10-131-223	305.35	TRAFFIC LIGHTS
	111407	31201	54	10-301-223	26.26	LIFT STATION
	111407	31100	55	04-221-223	8.48	CURTIS REED SQUARE
	111407	31100	55	07-202-223	1,345.30	PARKS
	111407	31100	55	07-202-225	421.32	PARKS
	111407	31207	55	07-205-223	670.49	MARINA
	111407	31207	55	07-205-225	16.54	MARINA
	111407	31100	55	10-215-223	93.17	LIFT BRIDGES
	111407	31100	55	10-215-225	31.92	LIFT BRIDGES
	102407	31100	55	06-101-225	30.80	440 1ST
	102507	31100	55	07-202-225	17.42	CLOVIS AVE PARK
103007	31100	55	07-202-223	8.15	572 RIVERWAY	
<b>Check Date</b>	<b>11/29/2007</b>	<b>Check Nbr</b>	<b>014953</b>		<b>Check Total:</b>	<b>6,212.51</b>
<b>13370 MENASHA EMPLOYEES CREDIT UNION</b>		31100	21	04-299-020	1,752.00	
<b>Check Date</b>	<b>11/29/2007</b>	<b>Check Nbr</b>	<b>014954</b>		<b>Check Total:</b>	<b>1,752.00</b>
<b>13375 MENASHA EMPLOYEES LOCAL 1035</b>		31100	21	04-299-031	200.00	
<b>Check Date</b>	<b>11/29/2007</b>	<b>Check Nbr</b>	<b>014955</b>		<b>Check Total:</b>	<b>200.00</b>
<b>13435 MENASHA POSTMASTER</b>	112007	31100	53	09-212-311	59.00	POSTAGE FOR JANUARY
<b>Check Date</b>	<b>11/29/2007</b>	<b>Check Nbr</b>	<b>014956</b>		<b>Check Total:</b>	<b>59.00</b>

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<b>13492 MERCURY WASTE SOLUTIONS LLC</b>	UG014186	31100	51	10-115-240	408.00	DISPOSAL OF MERCURY
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014957</b>		<b>Check Total:</b>	<b>408.00</b>
<b>13595 MIDWEST LAMP RECYCLING INC</b>	11301	31100	51	10-115-201	64.26	BALLASTS
	11301	31100	52	05-201-240	6.02	BALLASTS
	11301	31100	52	08-101-240	21.94	BALLASTS
	11301	31100	53	09-102-240	10.30	BALLASTS
	11301	31100	53	09-212-240	5.66	BALLASTS
	11301	31731	54	10-149-240	7.74	BALLASTS
	11301	31100	55	06-101-240	90.46	BALLASTS
	11301	31100	55	07-202-240	33.05	BALLASTS
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014958</b>		<b>Check Total:</b>	<b>239.43</b>
<b>13730 MONROE TRUCK EQUIPMENT INC</b>	520735	31731	54	10-149-383	389.66	MANIFOLD VALVE
	522604	31731	54	10-149-383	-382.66	RETURN MANIFOLD VALVE
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014959</b>		<b>Check Total:</b>	<b>7.00</b>
<b>13755 MORTON SAFETY</b>	234733	31100	55	07-201-300	12.49	SUPPLIES
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014960</b>		<b>Check Total:</b>	<b>12.49</b>
<b>14205 CITY OF NEENAH TREASURER</b>	112707	31100	52	05-201-250	222,209.00	N/M RESCUE SERVICES
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014961</b>		<b>Check Total:</b>	<b>222,209.00</b>
<b>14270 NETWORK HEALTH PLAN</b>	00356220	31100	21	04-619-003	104,236.48	EMPLOYEES
	00356220	31100	21	04-650-000	8,520.26	RETIREEES/COBRA
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014962</b>		<b>Check Total:</b>	<b>112,756.74</b>

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14395 NORTH AMERICAN SALT CO	70067295	31100	54	10-124-300	22,451.94	SALT
	70066896	31100	54	10-124-300	14,240.91	SALT
	70066492	31100	54	10-124-300	8,356.99	SALT
Check Date	11/29/2007	Check Nbr	014963		Check Total:	45,049.84
15151 OMNI GLASS & PAINT INC	0079156-IN	31100	52	05-201-240	627.00	REPLACEMENT GLASS FIRE DEPT
	Check Date	11/29/2007	Check Nbr	014964	Check Total:	627.00
16025 PACKER CITY INTERNATIONAL	3273040064	31731	54	10-149-383	13.42	PIPE
	3273040065	31731	54	10-149-383	8.68	CLIP
Check Date	11/29/2007	Check Nbr	014965		Check Total:	22.10
16806 PRN HEALTH SERVICES INC	041717	31100	53	09-102-215	1,147.50	SCHOOL NURSE
	Check Date	11/29/2007	Check Nbr	014966	Check Total:	1,147.50
18260 RENT A FLASH	13897	31100	55	07-202-300	35.77	PARK SIGNS
	Check Date	11/29/2007	Check Nbr	014967	Check Total:	35.77
19080 SAM'S CLUB	005754	31100	51	04-109-315	118.74	PHONES FOR SENIOR CENTER
	Check Date	11/29/2007	Check Nbr	014968	Check Total:	118.74
19145 HENRY SCHEIN	9921747-01	31100	53	09-108-300	105.06	KID STICKERS
	Check Date	11/29/2007	Check Nbr	014969	Check Total:	105.06
19370 DR TERESA SHOBERG	112707	31100	53	09-102-215	150.00	CITY PHYSICIAN
	Check Date	11/29/2007	Check Nbr	014970	Check Total:	150.00
19388 DUANE SHUKOSKI	159	31100	55	07-201-300	45.00	RENEWAL HOSTING JEFFERSON PARK
	Check Date	11/29/2007	Check Nbr	014971	Check Total:	45.00

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<b>19790 SYN-TECH SYSTEMS INC</b>	35447	31100	51	04-109-243	435.00	FUEL MONITORING SOFTWARE/PWF
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014972</b>		<b>Check Total:</b>	<b>435.00</b>
<b>21045 UNIFIRST CORPORATION</b>	0970022326	31731	54	10-149-201	69.01	MOP/CLOTHING SERVICE
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014973</b>		<b>Check Total:</b>	<b>69.01</b>
<b>21200 UR WASHINSTUFF INC</b>	10001	31100	52	08-101-295	200.00	CAR WASHES SEPT-OCT 2007
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014974</b>		<b>Check Total:</b>	<b>200.00</b>
<b>21205 US CELLULAR</b>	204594076-020	31100	51	01-102-221	39.35	LAUX
	204594076-020	31100	51	02-103-221	39.35	BRANDT
	204594076-020	31100	51	04-106-221	12.22	STOFFEL
	204594076-020	31100	51	04-109-221	57.83	JAMES/LACEY
	204594076-020	31100	51	10-115-221	39.35	ALIX
	204594076-020	31100	52	08-101-221	630.69	POLICE
	204594076-020	31100	53	09-103-221	42.47	DREW
	204594076-020	31100	53	09-119-221	81.75	HEALTH
	204594076-020	31100	54	10-111-221	135.97	RADTKE/ENG
	204594076-020	31731	54	10-149-221	65.22	JACOBSON/NIELAND
	204594076-020	31201	54	10-301-221	10.21	CONFINED SPACE
	204594076-020	31100	55	07-201-221	57.45	TUNGATE/REC
	204594076-020	31100	55	07-202-221	168.91	HUSS/PARK
	204594076-020	31100	56	03-202-221	60.99	KEIL/BECKENDORF
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014975</b>		<b>Check Total:</b>	<b>1,441.76</b>
<b>22120 VALLEY POPCORN CO INC</b>	75693	31827	53	09-212-300	115.15	POPCORN
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014976</b>		<b>Check Total:</b>	<b>115.15</b>
<b>22212 JANET VAN LANKVELT</b>	111907	31100	21	04-279-000	150.55	REIMBURSE FOR QUILT SUPPLIES
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b>	<b>014977</b>		<b>Check Total:</b>	<b>150.55</b>

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<b>23060 WARNING LITES OF APPLETON INC</b>	0710-216	31731	54	10-149-383	147.00	MIRROR BRACKET
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b> 014978			<b>Check Total:</b> 147.00	
<b>23165 WEST PAYMENT CENTER</b>	814746755	31100	51	02-103-322	96.41	INFORMATION CHARGES
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b> 014979			<b>Check Total:</b> 96.41	
<b>23310 WISCONSIN ALLIANCE OF CITIES</b>	111507	31100	51	02-104-332	30.00	BOD MTG/GEN MEMBERSHIP/LAUX
	111507	31100	51	04-106-332	10.00	FINANCE DIRECTORS MTG/STOFFEL
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b> 014980			<b>Check Total:</b> 40.00	
<b>23450 WISCONSIN STATE LAB OF HYGIENE</b>	112607	31278	53	09-116-701	220.00	LPR/REHAB PROGRAM
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b> 014981			<b>Check Total:</b> 220.00	
<b>23455 WISCONSIN SUPPORT COLLECTIONS</b>		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
	<b>Check Date</b> 11/29/2007	<b>Check Nbr</b> 014982			<b>Check Total:</b> 574.71	
<b>Grand Total:</b>					<b>436,347.70</b>	

## CHANGE ORDER

DATE: November 19, 2007

CHANGE ORDER NO: 12

CONTRACTOR: CD Smith Construction, Inc

CONTRACT NO.: M002-940266.02

PROJECT: Water Treatment Plant Modifications

*You are directed to make the changes noted below in the subject contract unit number.*

12.1 Install single solenoid on Ultraviolet (UV) Outlet Valves, as required by the DNR	ADD \$981.00
12.2 Paint Exposed Concrete Accent Strip on Plant Exterior	ADD \$971.00
12.3 Provide Electrical & Control wiring for Owner-Provided pH & Turbidity Meters	ADD \$1,203.00
12.4 Add Wiring for Limit Switch on Soda Ash Fill Tube Cap, as required by US Filter	ADD \$342.00
12.5 Relocate Control for Valve PV2107 to Nearer Remote Control Panel	DEDUCT (-\$466.00)
12.6 Change Source of Filter Media Supply from Leopold to Red Flint Sand & Gravel to Provide More Compatible Media for Improved Filter Operation	ADD \$7,348.00
12.7 Revise Filter-to-Waste to 12-Inch Diameter with 16-Inch Actuators. 16-Inch Valves Too Large for Congested Piping Area	ADD \$8,105.00
12.8 Provide Field Wiring for Wall-Mounted 5 kVA Transformer as required by US Filter	ADD \$263.00
12.9 Provide Field Wiring for soda Ash Silo Vibration as required by US Filter	ADD \$626.00
<b>TOTAL</b>	<b>\$19,373.00</b>

The Menasha Common Council approved the CD Smith contract  
Change Order authorizes changes

Approved by MU Commission, November 28, 2007

Council Approval

The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 10,354,871.00	_____ Days
Adjustments per this Change Order	\$ 19,373.00	_____ Days
Current Contract Status	<b>\$ 10,374,244.00</b>	_____ Days

Directed/Authorized  
City of Menasha Dept. of Public Works

Accepted

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ORDINANCE O - 39 - 07

AN ORDINANCE RELATING TO PARK REGULATIONS  
(Animals in Parks)

Introduced by Alderman Wisneski

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

SECTION 1: Sec. 12 – 1 – 1(e) is created to read as follows:

- (e). Animals sponsored or owned by individuals of a petting display, pony ride, animal show, obedience school, wedding ceremony, funeral, or any other event deemed appropriate by the Parks and Recreation Board may be approved to be in parks.

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