

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**  
**Council Chambers, 3rd Floor- 140 Main St., Menasha**  
May 7, 2007

7:00 PM

**AGENDA**

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6:45 P.M - Special Use Permit Application  
of the Mount Tabor Center

6:50 - Ordinance relating to Dwellings for  
Watchmen (O-7-07)

6:55 PM - Special Use Permit Application  
of John Vanderweilen for 1429 Province  
Terrace

**I. CALL TO ORDER**

**A. Call to Order**

**II. PLEDGE OF ALLEGIANCE**

**A. Pledge of Allegiance**

**III. ROLL CALL/EXCUSED ABSENCES**

**A. Roll Call**

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

**Minutes to approve:**

**A. Common Council, 4/17/07**

[Attachments](#)

**B. New Common Council, 4/17/07**

[Attachments](#)

**Minutes to receive:**

**C. Administration Committee, 4/17/07**

[Attachments](#)

**D. New Administration Committee, 4/17/07**

[Attachments](#)

**E. Board of Public Works, 4/17/07**

[Attachments](#)

**F. New Board of Public Works, 4/17/07**

[Attachments](#)

**G. Board of Health, 3/14/07**

[Attachments](#)

**H. Information Technology Steering Committee, 3/28/07**

[Attachments](#)

- I. Library Board, 4/17/07  [Attachments](#)
- J. N-M FireRescue, 4/24/07; Finance & Personnel Committee  [Attachments](#)
- K. N-M Fire Rescue, 4/25/07; Joint Fire Commission  [Attachments](#)
- L. Plan Commission, 5/1/07  [Attachments](#)
- M. Water and Light Commission, 4/25/07  [Attachments](#)
- N. Water & Light Commission, 4/25/07; Closed Session  [Attachments](#)

**Communications:**

- 1. CA/HRD Brandt, 5/1/07; City of Menasha Collective Bargaining Agreements, Locals 603, 1035, 1035B  [Attachments](#)
- 2. CA/HRD Brandt, 4/25/07; Alderman & Mayoral Salaries  [Attachments](#)
- 3. CA/HRD Brandt, 5/2/07; CVMIC Work Plan  [Attachments](#)
- 4. Mayor Laux to Ald. Merkes, 4/24/07; Per diem request  [Attachments](#)
- 5. Mayor Laux, 4/30/07; IT Steering Committee  [Attachments](#)
- 6. CA/HRD Brandt, 4/23/07; Christopher Donner d/b/a The Vault  [Attachments](#)
- 7. Clerk Galeazzi, 5/1/07; Winnebago County Board of Canvass Minutes  [Attachments](#)
- 8. WisDOT, 4/30/07; Appleton Road, STH 47 project  [Attachments](#)
- 9. Public Works Department, 5/2/07; February/March/April 2007 Disposal Violations  [Attachments](#)
- 10. Calumet County Treasurer, 4/16/07; Delinquent 2003 and prior Real Estate Taxes  [Attachments](#)
- 11. Winnebago County Legislative Committee; 11/27/07  [Attachments](#)
- 12. UW-Oshkosh to PHD Nett, 4/13/07; Thank you note  [Attachments](#)
- 13. CDD Keil, 5/1/07; Letters from North Star Asset Management and Dr. Larsen's office regarding developments at 100 block of Racine St.  [Attachments](#)
- 14. CA/HRD Brandt, 4/27/07; Milwaukee Journal Sentinel article *School leaders broke meetings law, official says*  [Attachments](#)

**V. 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

## VI. APPOINTMENTS

- A. **Mayor's Reappointment to the Plan Commission:**
  - 1. Reappointment of Dave Schmidt, 709 Parkview, for the term of May 1, 2007 to May 1, 2010
- B. **Mayor's Reappointment to the Board of Health:**
  - 1. Reappointment of Dorothy Jankowski, 354 Winnebago Ave., for the term of May 1, 2007 to May 1, 2010
- C. **Mayor's Appointments to NM Fire-Rescue Joint Finance & Personnel Committee:**
  - 1. Appointment of Alderman Steve Pack, 823 Emily St., for the term of April 2007 to April 2008
- D. **Mayor's Appointments to the Protocol Committee:**
  - 1. Council President Tom Michalkiewicz; 2. Mayor Joe Laux; 3. Attorney Jeff Brandt; 4. Police Chief Bob Stanke; 5. Alderman Terry Eckstein (at large member)

## VII. CLAIMS AGAINST THE CITY

- A. None

## VIII. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. CA/HRD Brandt - Lake Park Villas

## IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

- A. **Plan Commission:**
  - 1. 5/1/07; Recommends approval of the sale of 535 First Street to Habitat for Humanity with a request that Habitat for Humanity will work with the Plan Commission on the home design  [Attachments](#)
  - 2. 5/1/07; Recommends approval of the proposed ordinance amendment allowing for watchman's quarters in the I-1 Industrial District  [Attachments](#)
- B. **Administration Committee:**
  - 1. License (6-month): Class "B" application of Menasha Athletic Assn. (Macs) to sell fermented malt beverages, Koslo Park concession, May 8, 2007-Oct. 31, 2007, Dave Romnek, Agent  [Attachments](#)
  - 2. License (6-month): Class "B" application of Menasha Twins Baseball (Legion Team) to sell fermented malt beverages, Koslo Park concession, May 8, 2007-Oct. 31, 2007, Debbie Chew, Agent  [Attachments](#)
  - 3. Accept quote of The Post-Crescent as the official City newspaper, May 2007-May 2008  [Attachments](#)
  - 4. Disposal of Surplus Cell Phones  [Attachments](#)
  - 5. Offer to Purchase from Habitat for Humanity for the Greater Fox Cities Area for 535 First Street  [Attachments](#)
  - 6. Accounts payable and payroll for 4/19/07 to 5/3/07 in the amount of \$1,738,052.97  [Attachments](#)
- C. **Board of Public Works:**
  - 1. Payment - Cover-All of Wisconsin, LLC; Road Salt Storage Facility; Contract Unit No. 2006-09; \$16, 658.26  [Attachments](#)

- 2. **Approval of Relocation Order for WisDOT Third Street (STH 114) Reconstruction Project**  [Attachments](#)
- 3. **Authorization to Enter into Agreement for Real Estate Services for Third Street Reconstruction Project with OMNNI Associates in the amount of \$5,300**  [Attachments](#)
- 4. **Request for Calumet County Participation in Seeking Improvements at the intersection of Manitowoc Road and Lake Park Road (CTH LP) (Ald. Taylor)**  [Attachments](#)

**X. ORDINANCES AND RESOLUTIONS**

- A. **O-7-07 - An Ordinance Relating to Dwellings for Watchmen**  [Attachments](#)
- B. **O-8-07 - An Ordinance Relating to City of Menasha Sidewalk Policy**  [Attachments](#)
- C. **R-10-07 - A Resolution Continuing Appropriations**  [Attachments](#)
- D. **R-11-07 - A Resolution Transferring/Appropriating Funds**  [Attachments](#)

**XI. HELD OVER BUSINESS**

- A. **None**

**XII. COUNCIL DIRECTIVES**

- A. **CA/HRD Brandt - Status of Gatehouse Property (Ald. Hendricks)**
- B. **CDD Keil - Permanent signs at mini warehouse units on Plank Rd.(Ald. Hendricks)**  [Attachments](#)
- C. **CDD Keil - Electronic message center and other sign at Solea Mexican Grill (Ald. Hendricks)**  [Attachments](#)
- D. **CDD Keil - History of permanent and temporary sign placement at Badger Ice Cream (Ald. Hendricks)**
- E. **CDD Keil - Temporary sign at Watters Plumbing (Ald. Hendricks)**
- F. **CDD Keil- Issues with retention pond on Oneida Street (Ald. Chase)**
- G. **CDD Keil - Status of Shops at Waverly Strip Mall on Oneida St. (Ald. Chase)**
- H. **CDD Keil - Update on residents concerns at Province Terrace (Ald. Taylor)**
- I. **PWD Radtke - South side (Alcan Property) of River St. (Ald. Wisneski)**  [Attachments](#)
- J. **PC Stanke - Status/Satisfaction of Police Department cleaning company (Ald. Wisneski)**
- K. **Comp. Stoffel - Status of franchise fees for Cable TV (Receipt of Negative lump sum payment) and potential audio-visual upgrade. (Ald. Wisneski)**
- L. **Comp. Stoffel - Explanation of Delinquent Taxes, Headwaters Condominium, 515 Broad St. (Ald. Pack)**

**XIII. 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 the agenda**

**XIV. ADJOURNMENT**

## **A. Adjournment**

MEETING NOTICE: Monday, May 21, 2007  
Common Council - 7:00 PM  
Administration Committee - 6:00 PM  
Board of Public Works - 6:30 PM

*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**  
**Council Chambers, 3rd Floor- 140 Main St., Menasha**  
April 17, 2007

**MINUTES DRAFT**

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**I. CALL TO ORDER**

**A. [Call to Order](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Mayor Laux at 7:40p.m.			

**II. PLEDGE OF ALLEGIANCE**

**A. [Pledge of Allegiance](#)**

**III. ROLL CALL/EXCUSED ABSENCES**

**A. [Roll Call](#)**

**Motions**

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

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

**Minutes to approve:**

**A. [Common Council, 4/2/07](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Common Council Minutes, 4/2/07	Alderman Michalkiewicz	Alderman Eckstein	Passed
	Motion carried on voice vote.			

**Minutes to receive:**

**B. [Administration Committee, 4/2/07](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result

Approve	Minutes to Receive B-L and Communications 1-7.	Alderman Michalkiewicz	Alderman Eckstein	Passed
	Discussion: Ald. Hendricks - Minutes L (Water & Light Comm), clarification of WPPI to purchase Utilities' initial percentage interest in American Transmission Co. Mayor Laux explained it was Utilities' shares in ATC.			

- C. [Board of Public Works, 4/2/07](#)
- D. [Public Hearing, 4/2/07](#)
- E. [Board of Canvassers, 4/4/07](#)
- F. [Police Commission, 3/15/07](#)
- G. [Committee on Aging, 1/11/07, 2/8/07](#)
- H. [Library Board, 3/20/07](#)
- I. [IT Steering Committee, 2/21/07](#)
- J. [Parks and Recreation Board, 3/12/07](#)
- K. [Plan Commission, 4/3/07](#)
- L. [Water & Light Commission, 3/28/07](#)

**Communications:**

1. [DPW Radtke, 4/9/07; Public information meeting notice for hwy improvements to HWY 114 from Tayco St. to Manitowoc St.](#)
2. [WisDOT to DPW Radtke, 3/22/07; Notice of US 10/441 bridge rehabilitation project](#)
3. [PWD Radtke, 4/4/07; Tayco Street Bridge remote testing from Racine Street Bridge](#)
4. [WI. DNR, 4/12/07; Tree City USA Award](#)
5. [PC Stanke, 4/10/07; Training Seminar](#)
6. [FC VanderWyst, 4/11/07; Notes of appreciation & thanks](#)
7. [Menasha Utilities, 4/5/07; The Wire- April 2007](#)

**V. 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](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	A. Joanne Roush, 409 Cleveland Street. Aldermen subpoena to court to testify on City issues.			
	B. Mary Nebel, 713 First Street. 1) past due taxes for Headwater Condominium project; 2) sign problem at Badger Ice Cream; 3) policy on Aldermen attending meetings/seminars outside City.			
	C. Mike Radue, owner of Fox Cinema. Report on new theater.			

**VI. CLAIMS AGAINST THE CITY**

- A. [None](#)

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

- A. [Clerk Galeazzi - Information on League of WI Municipalities 2007 Regional Dinner Meetings and 2007 New Municipal Officials Workshop](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Clerk Galeazzi reported on two upcoming events sponsored by the League of Wisconsin Municipalities, the Regional Dinner on May 17 and New Municipal Officials Workshop on May 18.			

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

- A. Plan Commission:**

- 1. [4/3/07 Recommends approval of the Certified Survey Map for Midway Road/Oneida Street with the condition that all applicable DOT setbacks are added.](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Certified Survey Map for Midway Road/Oneida Street with the condition that all applicable DOT setbacks be added.	Alderman Merkes	Alderman Pack	Passed
	Motion carried on voice vote.			

- 2. [4/3/07 Recommends acquisition of 121 River Street](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Acquisition of 121 River Street	Alderman Merkes	Alderman Taylor	Passed
	Motion carried on roll call 7-1. Ald. Pack - no.			

- 3. [4/3/07 Recommends not acquiring the two county owned parcels on Racine Street and the parcel on Ninth Street at this time](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	Not to acquire two county owned parcels on Racine Street and Ninth Street.	Alderman Merkes	Alderman Hendricks	Passed
	Motion carried on roll call 8-0.			

- B. Administration Committee:**

- 1. [Authorized Provider Agreement between Neenah-Menasha Chapter of the American Red Cross and Menasha Health Department, and authorized signatures](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Provider Agreement between Neenah-Menasha Chapter of American Red Cross and Menasha Health Dept.	Alderman Eckstein	Alderman Wisneski	Passed
	Motion carried on roll call 8-0.			

2. [Request for authorization to place overhead banner at 2nd and Racine Street for Police Week](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Overhead banner at Second and Racine Street for Police Week.	Alderman Wisneski	Alderman Chase	Passed
Discussion ensued. Motion carried on roll call 6-2. Ald. Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase - yes. Ald. Merkes, Hendricks - no.				

3. [Consideration of Alderman Merkes' per diem request](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Acted on in Administration Committee.			

4. [Consideration of proposals for 2007 Safety Consultant](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Proposal from Health Dept. for 2007 Safety Consultant	Alderman Wisneski	Alderman Merkes	Passed
Motion carried on roll call 8-0.				

5. [Board of Health recommends approval of; 1\) DATCP agent of the State Fees; 2\) DHFS Agent of the State Fees; 3\) Tattoo Parlor/Body Piercing Establishment Fees for the licensing period July 1, 2007 to June 30, 2008](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to table	Alderman Merkes	Alderman Hendricks	Failed
Discussion ensued. Motion failed on roll call 3-5. Ald. Merkes, Taylor, Hendricks - yes. Ald. Wisneski, Pack, Eckstein, Michalkiewicz, Chase - no.				
Approve	Board of Health recommendations	Alderman Wisneski	Alderman Pack	Passed
Discussion ensued. Motion carried on roll call 5-3. Ald. Wisneski, Pack, Eckstein, Michalkiewicz, Chase - yes. Ald. Merkes, Taylor, Hendricks - no.				

6. [Board of Health recommends approval of Non-Profit Temporary Restaurant Permit Fees for the licensing period January 1, 2007 to December 31, 2007](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Board of Health recommendation	Alderman Eckstein	Alderman Merkes	Passed
Motion carried on roll call 8-0.				

7. [Request of Paul Hemmer Co. for additional time to execute purchase contract](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Request of Paul Hemmer Co.	Alderman Eckstein	Alderman Wisneski	Passed
Motion carried on roll call 7-1. Ald. Hendricks - no.				

8. [Accounts payable and payroll for 4-5-07/4-12-07 for the amount of \\$2,097,516.83](#)

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Accounts payable and payroll.	Alderman Eckstein	Alderman Wisneski	Passed
	Motion carried on roll call 8-0.			

### C. Board of Public Works:

1. [Fox Cities Marathon; Sunday, September 23, 2007; 6:00 AM-3:00 PM; \(Community First Credit Union\) \(Held 4/2/07\)](#)

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Street Use Application for Fox Cities Marathon	Alderman Merkes	Alderman Eckstein	Passed
	Motion carried on roll call 8-0.			

2. [Change Order--CD Smith Construction, Inc. Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; DEDUCT \\$120,627.00 \(Chagne Order No. 5a\)](#)

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Change Order-CD Smith Construction.	Alderman Taylor	Alderman Pack	Passed
	Motion carried on roll call 8-0.			

3. [Payment-Cover-All of Wisconsin, LLC; Road Salt Storage Facility; Contract Unit No. 2006-09; \\$50,700.00 \(Payment No. 1\)](#)

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Payment-Cover All of Wisconsin, LLC	Alderman Taylor	Alderman Merkes	Passed
	Motion carried on roll call 8-0.			

4. [Approval of 2007 City of Menasha Minimum Wage Rate](#)

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	2007 City of Menasha Minimum Wage Rate	Alderman Taylor	Alderman Eckstein	Passed
	Motion carried on roll call 8-0.			

5. [Consideration of Traffic Study at the Intersection of Lake Park Road \(CTH LP\) and Manitowoc Road \(Ald. Taylor\)](#)

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No Action Taken.			

## IX. ORDINANCES AND RESOLUTIONS

- A. [None](#)

## X. HELD OVER BUSINESS

- A. [Plan Commission 3/20/07; Recommends approval of the Final Plat for Southfield West subdivision with the condition that a statement is added that an eight foot wide pedestrian/bicycle trail will be installed in the right-of-way of lots 1-10 and Outlot 1 \(Held 4/2/07\).](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Plan Commission Recommendation	Alderman Pack	Alderman Wisneski	Passed
	Discussion ensued-should be lots 3-10 and outlot 1. Motion carried on roll call 5-4. Ald. Pack, Eckstein, Michalkiewicz, Chase, Mayor Laux - yes. Ald. Merkes, Taylor, Wisneski, Hendricks - no.			

**XI. COUNCIL DIRECTIVES**

- A. [CA/HRD Brandt - Update on Gatehouse property \(Ald. Hendricks\)](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The closing of this property is scheduled for April 30, 2007. Everything will be turned over to the new owner at that time.			

- B. [CDD Keil - Permanent signage at mini storage units \(Ald. Hendricks\)](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	A permanent sign permit was taken out on April 16. The temporary sign will be removed by the end of the month.			

- C. [CDD Keil - Electric message sign at Solea's Restaurant \(Ald. Hendricks\)](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Staff has been in contact with the owners and is working on bringing the operation of the sign into compliance with ordinance requirement. The temporary sign will be removed by the end of the week.			

- D. [CDD Keil - Drive through sign at Badger Ice Cream \(Ald. Hendricks\)](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Staff is having some difficulty contacting the owners. They are not responding to phone calls or letters. Staff will continue to work on a solution to the vision obstructing signs.			

- E. [CDD Keil - Status of 535 1st. Street \(Ald. Taylor\)](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The gas company has been notified to terminate service to the building in anticipation of it being razed. Habitat for Humanity will be submitting an Offer to Purchase to the			

Plan Commission. Habitat for Humanity will take care of demolishing the building and the City will help with removal of the debris.

**F. [CDD Keil - Lighting at Stone Toad \(Ald. Taylor\)](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The outside lighting has been corrected/changed and the neighbors indicated the issue is much improved. No further action is anticipated.			

**G. [CDD Keil - Update on resident concerns at Province Terrace \(Ald. Taylor\)](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Atty. Rich Carlson is working on the proposed changes to the zoning ordinance and should have it available for Council review by mid-May. The lighting ordinance changes should also be ready for the review in mid-May.			

**H. [CDD Keil - Timeline for the landscaping work in the Marina Place parking lot \(Ald. Merkes\)](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Park Supt Huss received a quote of \$7,000 for installing the landscaping. He anticipates starting around June 1, but not sure on a completion date.			

**I. [DPW Radtke - Update on south side of River Street \(Ald. Wisneski\)](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The landscape on the south side will be mostly seed with some plants/flowers. Not sure of a start or completion date. Will start when weather is nice.			

**XII. 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 the agenda](#)**

**XIII. ADJOURNMENT**

**A. [Adjournment - Sine Die](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 8:50p.m.	Alderman Taylor	Alderman Pack	Passed
	Motion carried on voice vote.			

Respectfully submitted by Deborah A. Galeazzi, City Clerk

**CITY OF MENASHA**  
**New Common Council**  
**Council Chambers, 3rd Floor- 140 Main St., Menasha**  
April 17, 2007

**MINUTES DRAFT**

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**I. CALL TO ORDER**

- A. [1. Call to Order, Pledge of Allegiance and Roll Call](#)
- [2. Moment of Silence](#)
- [3. Oath of Office - Newly Elected Officials](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Mayor Laux at 8:50p.m.			
	PRESENT: Ald. Merkes, Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase.			
	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil, C/T Stoffel, PRD Tungate, PHD Nett, Clerk Galeazzi and the Press.			
	Clerk Galeazzi administered the Oath of Office to the newly elected Alderman, Merkes, Wisneski, Hendricks, Michalkiewicz.			

**II. 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](#)

**III. APPOINTMENTS**

- A. [COMMON COUNCIL APPOINTMENTS](#)

[1. President of the Council](#)  
[Term: 1 year, effective immediately](#)

[RECESS TO ADMINISTRATION COMMITTEE, BOARD OF PUBLIC WORKS AND PERSONNEL COMMITTEE](#)

[RECONVENE](#)

[2. An Alderman Member of the Plan Commission](#)  
[Term: 1 year, effective immediately](#)

[3. An Alternate Alderman member of the Plan Commission](#)  
[Term: 1 year, effective immediately](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Mayor Laux asked to act on Item IV at this time. No objection from Council.			
Move	to appoint Ald. Michalkiewicz as Council President	Alderman Eckstein	Alderman Chase	Passed
Move	to appoint Ald. Hendricks as Council President	Alderman Taylor	Alderman Merkes	
	Having no other nominations, Mayor Laux called the nominations to a close.			
	Motion carried on roll call 5-3 for Ald. Michalkiewicz. Voting for Michalkiewicz: Wisneski, Pack, Eckstein, Michalkiewicz, Chase. Voting for Hendricks: Merkes, Taylor, Hendricks. Ald. Michalkiewicz was declared the winner and Council President.			
	8:56 p.m. Recessed to Administration Committee, Board of Public Works and Personnel Committee.			
	9:09p.m. - Reconvened.			
Move	to appoint Ald. Merkes as Alderman Member to Plan Commission	Alderman Hendricks	Alderman Eckstein	Passed
	Having no other nominations, Mayor Laux called the nominations to a close and directed the Clerk to cast a unanimous ballot for Ald. Merkes as Alderman Member to the Plan Commission.			
Move	to appoint Ald. Hendricks as Alternate Alderman Member to the Plan Commission	Alderman Michalkiewicz	Alderman Merkes	Passed
	Having no other nominations, Mayor Laux called the nominations to a close and directed the Clerk to cast a unanimous ballot for Ald. Hendricks as Alternate Alderman Member to the Plan Commission.			

- B. MAYOR'S COMMITTEE APPOINTMENTS:**
- 1. Approval of appointment of Alderman Wisneski to Parks & Recreation Board**
  - 2. Approval of appointment of Alderman Merkes to Landmarks Commission**
  - 3. Approval of appointment of Alderman Chase, Council representative, to Heckrodt Wetland Reserve Board**
  - 4. Police Commission:**
    - A. Re-appointment of Joseph Cruickshank, 1056 Tahoe Ct., Menasha, for the term of May 2007-May 2012**
  - 5. NM Fire Rescue Joint Fire Commission:**
    - A. Re-appointment of Elizabeth Nevitt, 858 6th St., Menasha, for the term of May 2007-May 2010**

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Mayor's appointment of Alderman Wisneski to Parks & Recreation Board	Alderman Merkes	Alderman Pack	Passed
	Motion carried on voice vote.			
Approve	Mayor's appointment of Alderman Merkes to Landmarks Commission	Alderman Michalkiewicz	Alderman Hendricks	Passed
	Motion carried on voice vote			
Approve	Mayor's appointment of Ald. Chase to Heckrodt Wetland Reserve Board	Alderman Michalkiewicz	Alderman Eckstein	Passed

	Motion carried on voice vote.			
Approve	Mayor's re-appointment of Joseph Cruickshank to Police Commission	Alderman Michalkiewicz	Alderman Pack	Passed
	Motion carried on voice vote.			
Approve	Mayor's re-appointment of Elizabeth Nevitt to N-M Fire Rescue Joint Fire Commission.	Alderman Michalkiewicz	Alderman Eckstein	Passed
	Motion carried on voice vote.			

**IV. ORDINANCES AND RESOLUTIONS**

**A. [R-9-07 - A Resolution Providing for the Method of Selecting Certain City Officers](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Adopt	R-9-07	Alderman Merkes	Alderman Michalkiewicz	Passed
	Motion carried on roll call 8-0.			

**V. ADJOURNMENT**

**A. [Adjournment](#)**

**[Following adjournment there will be a social at Luigi's. The public is invited.](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 9:13p.m.	Alderman Michalkiewicz	Alderman Pack	Passed
	Motion carried on voice vote.			

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Respectfully submitted by Deborah A. Galeazzi, City Clerk

**CITY OF MENASHA**  
**Administration Committee**  
**140 Main Street, 3rd Floor Council Chambers**  
April 17, 2007

## MINUTES DRAFT

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### I. CALL TO ORDER

#### A. [Call to Order](#)

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Chairman Eckstein at 5:30p.m.			

### II. ROLL CALL/EXCUSED ABSENCES

#### A. [Roll Call](#)

##### Motions

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

### III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

#### Minutes to approve:

#### A. [Administration Committee, 4/2/07](#)

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Administration Committee Minutes, 4/2/07	Alderman Wisneski	Alderman Pack	Passed
	Motion carried on voice vote.			

### IV. DISCUSSION

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

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	GM Doug Young reported on Steam Utility Project: The #3 boiler is up and running as is the #3 turbine generator. They are working through the problem of high moisture in the coal. It's not as bad as it was last winter. The February financial report was			

explained and discussed. GM Young explained a few corrections to the report. They are still working on a solution to the noise problem. They have asked the vendor to provide an acoustic covering. Sargent & Lundy will be reviewing all the documentation before their on-site visit for the work-out plan.

Water Treatment Plant: They are making good progress. The walls are fully enclosed and the roof is on the new section. The GAC and conventional filtering areas are fully enclosed and the foundation for the soda ash silo was poured. The piping and electrical work is being worked on. There is a credit for the Granular Activated Carbon (GAC). The media depth has changed from 8' to 4'. This will not change the operation of the plant.

**B. [Authorized Provider Agreement between Neenah-Menasha Chapter of the American Red Cross and Menasha Health Department, and authorized signatures.](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PHD Nett explained one change to this agreement from previous years was the provider authorization fee has increased from \$4 to \$5.			

**C. [Request for authorization to place overhead banner at 2nd and Racine Street for Police Week.](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PC Stanke explained the Police Union approached him requesting to have a banner hung over Racine Street recognizing Police Week, May 13-19, 2007. He wanted to make sure they were following the ordinance correctly. He interpreted it as needing Council approval.			
	Discussion ensued on the current ordinance and if it should be changed. Over the years several organizations have had banners hung over Racine Street and the Utilities did the work of hanging them.			

**D. [Consideration of Alderman Merkes' per diem request.](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ald. Merkes explained his reason for this request. In reviewing the City personnel policy, he interpreted as testifying in court on City business would be eligible for a per diem.			
Move	to refer back to Mayor to approve or deny request.	Alderman Merkes	Alderman Hendricks	
	Discussion ensued on what the personnel policy lists as eligible items covered for Aldermen to receive a per diem and the time frame. CA/HRD Brandt explained the process of approving expense requests from Aldermen. The Mayor has the final approval on expense requests. It was explained Ald. Merkes would be entitled to the witness fee. Witness fees are paid for those who appear in Court to testify. Aldermen being issued subpoenas to testify on City business were discussed along with Aldermen receiving mileage for attending functions.			
	Ald. Merkes called for Point of Order. Chairman Eckstein-Point of Order taken.			
	Motion to refer back to Mayor to approve or deny carried on roll call 8-0.			

**E. [Consideration of Proposals for 2007 Safety Consultant](#)**

## Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Discussion ensued on using Health Dept. staff to handle the duties of the Safety Coordinator. Having this done in-house would be a cost savings to the City.			
	PHD Nett explained her staff has been working with the current safety consultant, RW Management on the training of City employees. Her staff will need to have some additional training, which CVMIC would be available for.			

- F. [Board of Health recommends approval of, 1\) DATCP Agent of the State Fees; 2\) DHFS Agent of the State Fees; 3\) Tattoo Parlor/Body Piercing Establishments Fees for the licensing period July 1, 2007 to June 30, 2008.](#)

## Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PHD Nett explained not all the increases recommended by the Board of Health are comparable to surrounding municipalities. However, other factors go into determining the increases. Each municipality deals with the fees for these items differently.			

- G. [Board of Health recommends approval of Non-Profit Temporary Restaurant Permit Fees for the licensing period January 1, 2007 to December 31, 2007.](#)

## Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PHD Nett explained this item pertains mostly to fundraising events like brat fries. Some of the same non-profit originations apply each year and hold the maximum events allowed (3). If a representative of the organization goes through the prerequisite training, the fee will be \$25 for up to three events.			

- H. [Request of Paul Hemmer Co. for additional time to execute purchase contract.](#)

## Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt explained the original contract with Paul Hemmer Co. for the parcel on the corner of Jennie St. & Oneida St. has expired and they are asking for an additional 120 days to line up a business for the location. There will be no additional cost to the City to extend the contract.			
	CDD Keil explained in dealing with a national chain it takes longer at the beginning to organize and the review process. This is what could be happening with this parcel.			

- I. [Accounts payable and payroll for 4-5-07/4-12-07 in the amount of \\$2,097,516.83](#)

## Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ck. #012044-Tel/Com-\$79.60 – pager for custodian was for before he retired. Ck. #012051-WE Energies-\$104.62 – 999 Brighton Dr/Gatehouse property. Ck. #012128-Stafford Rosenbaum-\$1,375.80 – SCA Tissue Tax-exempt issue. Ck. #012132-Tel/Com-\$27.95 – pager for Victim Crisis Response Program. Ck. #012008-Killoren Communications-\$6,458.74 – equipment to upgrade phone system.			

## V. ADJOURNMENT

- A. [Adjournment](#)

## Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 6:55p.m.	Alderman Wisneski	Alderman Pack	Passed
	Motion carried on voice vote.			

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Respectfully submitted by Deborah A. Galeazzi, City Clerk



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REFRESH

SAVE

**CITY OF MENASHA**  
**Plan Commission**  
**Council Chambers, 3rd Floor City Hall - 140 Main Street, Menasha**  
 140 Main Street, Menasha  
 May 1, 2007

**DRAFT**

**MINUTES**

Back Print

3:35 PM - Informal Public Hearing - Special Use Permit - Mount Tabor Center

3:30 PM - Informal Public Hearing - Special Use Permit - 1429 Province Terrace

**I. CALL TO ORDER**

**A.**

Item Action:

**Motions**

[Add Motion](#)

**Motion Type**

**Motion Text**

**Made By**

**Seconded By**

**Motion Result**

[Edit Motion](#)

The meeting was called to order at 3:30 p.m. by Mayor Laux.

**II. ROLL CALL/EXCUSED ABSENCES**

**A. -**

Item Action:

**Motions**

[Add Motion](#)

**Motion Type**

**Motion Text**

**Made By**

**Seconded By**

**Motion Result**

[Edit Motion](#)

PLAN COMMISSION MEMBERS PRESENT: Mayor Laux, DPW Radtke, Ald. Merkes, and Comissioners Dave Schmidt and Norm Sanders PLAN COMMISSION MEMBERS EXCUSED: Catherine Cruickshank and Dick Sturm OTHERS PRESENT: CDD Greg Keil, AP Jessica Beckendorf, DFC Al Auxier, Lonnie Pichler, Eric R. Hendricks, Kelly Sperl, John Vanderwielen, Roxanne Reeves, Randy Stadtmueller, Doug Schmidt, Kevin Benner, Jerry Wittmann, Ken Kubiak, Jan Chase, Rachel Oberstadt, and Tabitha Knutzen.

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

**Minutes to approve:**

**A. April 3, 2007 Plan Commission Meeting Minutes**

Item Action:

Approved

**Motions**

[Add Motion](#)

**Motion Type**

**Motion Text**

**Made By**

**Seconded By**

**Motion Result**

Approve

Motion to approve the April 3,

Comm

Comm

Passed

[Edit Motion](#)

#### IV. DISCUSSION

##### A. Conceptual Site Plan - Gilbert Site Office Building

Item Action:

**Motions** [Add Motion](#)

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

<a href="#">Edit Motion</a>	CDD Keil explained the events leading up to the proposed conceptual site plan. The developer is looking to obtain preliminary comments from the Plan Commission. Discussion ensued regarding the following items: • Building location • Number of floors • The east elevation and its relationship to the pond/number of windows • Parking for the proposed whitewater park • River view corridors • Parking challenges – accommodating the office buildings and whitewater park • Project start date and timeline • Parking lot orientation • The building’s relationship to the street • Screening the new building from the chemical plant to the west • Economic development • Building setback from the street • Future configuration and site circulation • Future of the warehouses			
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#### V. ACTION ITEMS

##### A. Review of Landscaping/Lighting Plan - 222 Washington Street

Item Action:

Approved

**Motions** [Add Motion](#)

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Approve	Motion to approve the landscaping and lighting plans for 222 Washington Street.	Comm Schmidt	Comm Sanders	Passed
---------	---	--------------	--------------	--------

[Edit Motion](#) CDD Keil reviewed the proposed landscaping and lighting plans. The proposed wall-pack lighting will be full-cut off fixtures. The following was discussed: • Concerns over light spillage onto adjacent properties • Ownership of existing light poles • The addition of landscaping along the north property line (Ald. Merkes – voted “no” due to light spillage concerns)

##### B. Sale of 525 First Street to Habitat for Humanity

Item Action:

Approved

**Motions** [Add Motion](#)

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Approve	Motion to recommend approval of the sale of 535 First Street to Habitat for Humanity with a request that Habitat for Humanity will work with the Plan Commission on the home design.	Comm Schmidt	Comm Sanders	Passed
---------	--	--------------	--------------	--------

[Edit Motion](#) CDD Keil reviewed the proposed sale and intended use of the property while displaying photos of the site, the surrounding area, and a Habitat for Humanity home on Broad Street. Discussion ensued regarding: • More detail about the home designs • Neighborhood vision • The size and style of the home and its compatibility with the neighborhood • Habitat’s verbal agreement to construct a home compatible with the neighborhood • Project timeline • Holding this property to a different standard

##### C. Special Use Permit - CBRF - 1429 Province Terrace

Item Action:

**Motions** [Add Motion](#)

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the special use permit for 1429 Province Terrace to operate a CBRF with the condition that 8 canopy trees, 12 understory trees, and 20 shrubs are added between the drainage easement and the buildings.	Comm Sanders	DPW Radtke	Withdrawn
<a href="#">Edit Motion</a>	CDD Keil described the location of the site plan and stated that this site plan was previously approved. What is up for discussion is the use of one of the buildings as a Community Based Residential Facility (CBRF). After review of the existing site plan, staff recommends the addition of approximately 8 canopy, 12 understory trees, and 20 just east of the buildings and to the west of the drainage easement. Other items discussed include: • CBRF separation • The use of the south building • Whether the CBRF would be restricted to the elderly • Definition of a CBRF • The current owner's intent to use the CBRF to house elderly • The owner of the license • Lighting • "Correctional clients" concern This item was held over.			

**D. Special Use Permit - Mount Tabor Center - 522 Second Street**

Item Action:

**Motions** [Add Motion](#)

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

[Edit Motion](#) After brief discussion regarding the limited information that was received, this item was held over.

**E. Temporary Use Batch Plant - Recommendation to Zoning Board of Appeals**

Item Action:

Approved

**Motions** [Add Motion](#)

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Approve Motion to recommend approval of the Concrete Batch Plant temporary use to the Board of Appeals with the condition that hours of operation be limited to 7am to 8pm.

Alderman Merkes DPW Radtke Passed

[Edit Motion](#) CDD Keil explained that city code requires a Board of Appeals decision on temporary uses after Plan Commission has made a recommendation. CDD Keil then described the proposed site which would be used for crushing concrete and recycling pavement. Discussion: • Potential traffic issues on Appleton Road • Hours of operation are proposed to be 6AM to 8PM, but existing noise ordinance would keep operation from beginning until 7AM • Assurance that silt fences will be removed after final stabilization

**F. Ordinance O-7-07 Amending the I-1 Zoning District to Permit Dwellings for Watchmen**

Item Action:

Approved

**Motions** [Add Motion](#)

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Approve Motion to recommend approval of the proposed ordinance amendment allowing for watchman's quarters in the I-1 Industrial district.

DPW Radtke Comm Sanders Passed

[Edit Motion](#) CDD Keil explained the reason for the proposed change. Watchman's quarters are currently allowed in the I-2 district, but not in the I-1 district. The proposal goes one step further then allowing them in the I-1 district by defining a watchman's quarters. Discussion: • Enforcement/ensuring that the quarters are not being rented to a non-employee

### VI. ADJOURNMENT

A. -

Item Action:

Approved

**Motions**      [Add Motion](#)

**Motion Type**

**Motion Text**

**Made By**

**Seconded By**

**Motion Result**

Approve

Motion to adjourn at 5:32 p.m.

DPW  
Radtke

Comm  
Schmidt

Passed

[Edit Motion](#)



REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

April 25, 2007

**Draft**

Commission President Martenson called the Regular Meeting of the Water and Light Commission to order at 7:30 A.M., with Commissioners Bob Fahrbach, 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.

Item II. The motion by Comm. Watson, seconded by Comm. Fahrbach 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

At the conclusion of the discussion, the motion by Comm. Fahrbach, 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.

Union President Chris Morrison, and Customer Service Clerk Wendy Schneider departed, and those joining the meeting were: Steve Grenell, Project Engineer; Dave Rodriguez, Customer and Utility Services Manager; Kristin Schalinski, Business Operations Accountant; Dick Sturm, Manager of Steam Production; Jerry Sturm, Water Plant Supervisor; John Teale, Technical Services Engineer; Chris Voigtlander, Energy Services Representative, and the Press.

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

Item IV. Motion made by Comm. Fahrbach, seconded by Comm. Watson, was unanimous to approve the following:

- A. Minutes of the Regular Meeting of March 28, 2007.
- B. Checks dated March 29, and April 5 - 18, 2007, which includes Net Payroll Voucher Checks, Void O & M Checks 361047, 31050, 31007, 31018, and 31069, and Operation and Maintenance Voucher Checks for a total of \$1,904,612.78, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call.
- C. Correspondence, as listed.
  - Copy of minutes from January 19 & March 23, 2007, MEUW Board of Directors meetings
  - Copy of thank you received April 3, 2007, from Menasha High Post Prom Committee, re: donation
  - Copy of letter dated April 4, 2007, to John Houseman, Dresser Rand, from General Manager Young, re: Startup Delays
  - Copy of letter dated April 4, 2007, to Municipal Utilities, from Susan Brown, Division of Energy, Department of Administration, re: Public Benefits Program

Copy of Revised Safe Drinking Water Loan Program – State Fiscal Year 2008 Project Priority List, dated April 5, 2007  
Copy of letter dated April 6, 2007, to General Manager Young, from MEUW Executive Director Dave Benforado, re: Safety Achievement Award  
Copy of letter dated April 10, 2007, to General Manager Young, from David Hilt, VP & Director of Compliance, NERC, re: Notice of Listing  
Copy of Spring 2007 WPPI Renewable Report

Item V. March Financial and Operations Statement - General Manager Young commented on several items concerning the Steam Plant. He added the capacity payment was received in April and was included on this month's financial statements. The MISO price was slightly lower than expected, and the energy costs from WPPI were down.

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

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.

Manager of Steam Production Dick Sturm stated a draft consulting agreement for the coal handling system was received yesterday. General Manager Young added some comments will need to be added. Approval for a coal dust suppression system expenditure will need to be requested prior to the next Commission meeting; this will be sent to the Commission via email.

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

Item IX. New Business, WPPI Service Agreement Approval – the motion by Comm. Fahrback, seconded by Comm. Watson, was unanimous on roll to approve the Master Agreement for Participation in WPPI Member Services Programs which incorporates all services provided by WPPI.

The motion by Comm. Fahrback, seconded by Comm. Laux, was unanimous to approve the Agreement Concerning Responsibility for Compliance With NERC Mandatory Reliability Standards, and the Agreement Concerning Responsibility for Compliance With Under Frequency Load-Shedding Reliability Standards.

General Manager Young reported ten members of WPPI will need to comply with the NERC compliance standards. Part of the standard for the Under Frequency Load-Shedding requires these protective relays. Menasha Utilities has the necessary relays installed to comply with the standards.

Sonoco Request Late Fee Waiver – General Manager Young reviewed the request from Sonoco concerning late fees from January and February.

Manager of Customer and Utility Services Rodriguez stated staff was following the same collection procedures and late fee rules as we do for all utility customers.

The Commission requested additional information, and also instructed staff to hold the 1% late fee on the next bill until this issue is resolved.

Recommendation for Water Plant Environmental Investigation – Project Engineer Grenell reviewed the proposals received for environmental engineering services at the Water Plant. The cost of this project would be reimbursable from the Safe Drinking Water Fund and/or PECFA. Staff is recommending McMahon Associates for this project because of their experience and familiarity of the site. Their estimate for the total project was \$13,386 - \$23,637.

The motion by Comm. Laux, seconded by Comm. Watson, was unanimous on roll call to approve the agreement with Omni Associates for the total project cost of \$12,570 - \$19,600.

Recommendation for Water Plant Professional Services – Discussion was held regarding the amendment to the Agreement for Professional Services concerning the Water Plant intake channel recirculation system. The actual engineering for this project has increased significantly, and the bidding and construction is estimated to increase from \$5,000 to \$10,000.

The Commission requested additional information.

MEUW 2007 Annual Conference – General Manager Young stated the annual conference will be held June 13 – 15, 2007 in Appleton.

Item X. Project Reports, Water Plant Project – Water Plant Supervisor Jerry Sturm reported the construction is going well. Most of the concrete work has been completed, and the soda ash silo is enclosed. The projected completion date is scheduled for September, with start-up in December. He also distributed copies of the raw water turbidity information for 2006, and this will be forwarded to the DNR.

Steam Plant – Manager of Steam Production Dick Sturm stated Sonoco has scheduled a shutdown of their #2 paper machine from April 30 - May 3. Staff from Dresser Rand Wellsville will be on site June 8 to discuss turbine issues. Moisture in the coal was a severe problem in April, requiring extra labor. General Manager Young has drafted a letter to C. Reiss Coal addressing the moisture issues, BTUs, and operational problems; it is being reviewed by the City Attorney.

Mr. Sturm added investigation still continues on the neighborhood noise complaints. S & P Environmental and Fox Equipment will be contracting an acoustic engineer or sound expert to determine the cause and remedy of the noise.

Turbine #3 was shut down for three hours on April 20 to repair a failed pipe coupling in the oil system.

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

Electric and Water Distribution/Safety Report – General Manager Young added there are several crossings on Midway Road that will need to be re-bored due to a road resurfacing project.

Steam Utility – there were no additional questions to the report presented.

Water Plant – Supv. Sturm stated the spring start-up is going well, and most of the chemical feeders have been refurbished. The aerator and headhouse are both back on line, and staff is getting ready to start cleaning basins.

Telecommunications – Technical Services Engineer Teale stated the DOT bridge control project has been completed.

Business Operations – Manager of Business Operations Krause reported the Coal and Ash Worker returned to work this week.

Customer and Utility Services and Energy Services Representative – there were no additional questions to the reports presented.

Other –General Manager Young reported Sargent and Lundy are expected to be on site the week of May 7.

Item XI. No one from the Gallery was heard on any items discussed at this Meeting.

Item XII. The motion by Comm. Fahrback, seconded by Comm. Laux, was unanimously approved to adjourn at 8:48 a.m.

By: ROBERT H. FAHRBACH  
Secretary

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

\\comm\minute April.doc

CLOSED SESSION OF THE WATER AND LIGHT COMMISSION  
April 25, 2007

**Draft**

Commission President Stan Martenson called the Closed Session to order at 7:32 a.m., upon the unanimously approved motion by Comm. Watson, and seconded by Comm. Fahrbach, 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 Fahrbach, 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 Utility Commission heard and reviewed the concerns of the union relating to the grievance, and requested staff research other days when the Customer Service Representatives were off.

There being no further business, the motion by Comm. Fahrbach, 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: ROBERT FAHRBACH  
Secretary

\\comm\closed April.doc

**CITY OF MENASHA**  
**Administration Committee**  
**Council Chambers, 3rd Floor- 140 Main St., Menasha**  
 April 17, 2007

## MINUTES DRAFT

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### I. ROLL CALL/EXCUSED ABSENCES

#### A. [Roll Call](#)

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Clerk Galeazzi at 8:56p.m.			
	Present: Ald. Merkes, Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase.			
	Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil, CT Stoffel, PRD Tungate, PHD Nett, Clerk Galeazzi, and the Press.			

### II. ACTION ITEMS

#### A. [Election of Chair](#)

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to appoint Ald. Eckstein as Chairman of Administration Committee.	Alderman Michalkiewicz	Alderman Pack	
Move	to appoint Ald. Wisneski as Chairman of Administration Committee.	Alderman Merkes	Alderman Hendricks	
	Having no more nominations, Clerk Galeazzi declared nominations closed.			
	*1st Roll Call: Motion tied 4-4. Voting for Eckstein: Pack, Eckstein, Michalkiewicz, Chase. Voting for Wisneski: Merkes, Taylor, Wisneski, Hendricks. *2nd Roll Call: Motion carried on roll call 5-3 for Ald. Wisneski. Voting for Wisneski: Merkes, Taylor, Wisneski, Hendricks, Chase. Voting for Eckstein: Pack, Eckstein, Michalkiewicz. *Ald. Wisneski was declared the winner and Chairman of Administration Committee.			

#### B. [Election of Vice-Chair](#)

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Chairman Wisneski took over.			
Move	to appoint Ald. Eckstein as Vice-Chairman of Administration Committee.	Alderman Hendricks	Alderman Taylor	Passed

Having no more nominations, Chairman Wisneski called nominations to a close and directed the Clerk to cast a unanimous ballot to declare Ald. Eckstein Vice-Chairman of Administration Committee.

### III. ADJOURNMENT

#### A. [Adjournment](#)

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 8:59p.m.	Alderman Merkes	Alderman Pack	Passed
	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**  
April 17, 2007

**MINUTES DRAFT**

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**I. CALL TO ORDER**

A. :

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Chairman Taylor at 6:57p.m.			

**II. ROLL CALL/EXCUSED ABSENCES**

A. :

**Motions**

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

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

A. [April 2, 2007](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Board of Public Works Minutes, 4/2/07	Alderman Pack	Alderman Eckstein	Passed
	Motion carried on voice vote.			

**IV. DISCUSSION**

A. [Fox Cities Marathon; Sunday, September 23, 2007; 6:00 AM - 3:00 PM; Community First Credit Union \(Held 4-2-07\)](#)

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Discussion ensued on the change in the route is a concern as it will have an impact on the Police Dept. budget and staff. The Police Dept's budget was set using the old route of the marathon. That would require only 2 hours of coverage. The new route could require up to 6 hours of coverage. The Police Dept. will be utilizing the services of the Auxiliary and CSO in addition to their regular staff. Shutting down the Racine Street			

bridge is also a concern. Harbormaster Schabach indicated she has no problem with closing the bridge to boat traffic. She will notify the boaters early in the boating season so they are aware of the event.

**B. [Change Order -- CD Smith Construction, Inc. Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; DEDUCT: \\$120,627.00 \(Change Order No. 5a\)](#)**

**Motions**

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

**C. [Payment - Cover-All of Wisconsin, LLC; Road Salt Storage Facility; Contract Unit No. 2006-09; \\$50,700.00 \(Payment No. 2\)](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained the first payment for the Salt Shed was when the order was placed. The company required a down payment. The street crew will be black topping the area round the salt shed. Comptroller Stoffel indicated there are sufficient funds borrowed for all the work.			

**D. [Approval of 2007 City of Menasha Minimum Wage Rates](#)**

**Motions**

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

**E. [Consideration of Traffic Study at the Intersection of Lake Park Road \(CTH LP\) and Manitowoc Road \(Ald. Taylor\)](#)**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained traffic studies have been done on this intersection in the past by Calumet County and City of Appleton. Their studies indicated that no change to the intersection was warranted. The majority of the intersection is located in the Town of Harrison. The City of Menasha has installed a blinking stop sign at the southwest corner of the intersection which is the only quadrant located in the City. Discussion ensued regarding the possible use of WisDOT Safety Program funds.			

**V. ADJOURNMENT**

**A. -**

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 7:30p.m	Alderman Merkes	Alderman Pack	Passed
	Motion carried on voice vote.			
	Respectfully submitted by Deborah A. Galeazzi, City Clerk			

**CITY OF MENASHA**  
**Board of Public Works**  
**Council Chambers, 3rd Floor- 140 Main St., Menasha**  
 April 17, 2007

## MINUTES DRAFT

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### I. ROLL CALL/EXCUSED ABSENCES

#### A. [Roll Call](#)

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by DPW Radtke at 8:59p.m.			
	PRESENT: Ald. Merkes, Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase.			
	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil, C/T Stoffel, PRD Tungate, PHD Nett, Clerk Galeazzi and the Press.			

### II. ACTION ITEMS

#### A. [Election of Chair](#)

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to appoint Ald. Taylor as Chairman of Board of Public Works	Alderman Hendricks	Alderman Merkes	
Move	to appoint Ald. Pack as Chairman of Board of Public Works	Alderman Eckstein	Alderman Michalkiewicz	Passed
	Having no more nominations, DPW Radtke called the nominations to a closed.			
	Motion carried on roll call 5-3 for Ald. Pack. Voting for Pack: Wisneski, Pack, Eckstein, Michalkiewicz, Chase. Voting for Taylor: Merkes, Taylor, Hendricks. Ald. Pack was declared the winner and Chairman of Board of Public Works.			

#### B. [Election of Vice-Chair](#)

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Chairman Pack took over.			
Move	to appoint Ald. Taylor as Vice-Chairman for Board of Public Works	Alderman Hendricks	Alderman Eckstein	Passed
	Having no more nominations Chairman Pack called the nominations to a close and directed the Clerk to cast a unanimous ballot declaring Ald. Taylor Vice-Chairman of Board of Public Works.			

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### III. ADJOURNMENT

#### A. [Adjournment](#)

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 9:04p.m.	Alderman Merkes	Alderman Hendricks	Passed
Motion carried on voice vote.				
Respectfully submitted by Deborah A. Galeazzi, City Clerk				

**CITY OF MENASHA**  
**Board of Health**  
**Health Department Conference Room**  
March 14, 2007

**MINUTES**

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**I. CALL TO ORDER**

**A. -**

**Item Action:**  
None

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Chairman C. Rusin at 8:23 AM. Members present: Candyce Rusin, Dr. Teresa Shoberg, Dorothy Jankowski, and Susan Nett. Members excused: Lori Asmus.			

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

**Minutes to approve:**

**A. BOH Minutes 2-14-2007**

[Attachments](#)

**Item Action:**  
None

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	minutes from Feb. 14, 2007 meeting	Dr. Teresa Shoberg	Candyce Rusin	Passed



### III. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

#### A. AED-New Guidelines Update

**Item Action:**  
None

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The new CPR guidelines will be taught to those employees recertifying in CPR/AED this summer. All of the city AEDs will be changed over to the new guidelines as well.			

#### B. Aging Services Grant

**Item Action:**  
None

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	S. Nett has received the application for the Aging Services Grant. This grant supports the 60+ Health Screening Program. An activity/exercise component will be added to the 2008 grant application.			

#### C. Ergonomics Assessments - Staff

**Item Action:**  
None

##### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Health department staff requested ergonomic assessments. These were recently completed by CIVMIC. A summary of the results and worksite modifications have been received. S. Nett will be reviewing the results and working on the recommended implementations.			

## D. Georgia Pacific Fish Advisory Funds

**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Board members were updated on the Georgia-Pacific Fish Advisory Project. The informational signs were ordered and received. Georgia-Pacific has been invoiced for the signage and for the project oversight cost (10% of the total funds were allocated to the MHD to oversee the project-- This 10% is \$2000). The remaining funds will be used for sign installation and public service announcements.			

## E. Lyme Disease 2006 Report

[Attachments](#)

**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The 2006 Lyme Disease Report for Wisconsin was handed out and discussed.			

## F. Mumps Update

**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	There have been two probable mumps cases identified in the Menasha Joint School District in the past 4 weeks.			

## G. Nursing Student Project

**Item Action:**  
None

### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

	The UW-O undergrad nursing students working in the health department this semester will be doing their clinical project at the Menasha Senior Center. They will be designing an exercise/activity program that can be used by senior citizens in their home settings.			

**H. Phone Updates**

**Item Action:**  
None

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	New phone numbers for health department given to board members.			

**IV. ACTION ITEMS**

**A. 2007 Community Health Survey**

**Item Action:**  
None

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to work with Aurora Health on a community health survey specific to Menasha in 2007.	Dr. Teresa Shoberg	Dorothy Jankowski	Passed
The results from this survey will be compared to results obtained in a survey completed in 2001 by Aurora Health.				

**B. Election of Officers**

**Item Action:**  
None

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to have C. Rusin continue as Board of	Dr. Teresa	Dorothy	Passed

	Health Chairperson.	Shoberg	Jankowski	
Move	to have D. Jankowski continue as Board of Health Vice-Chairperson.	Dr. Teresa Shoberg	Candyce Rusin	Passed
	S. Nett will continue as BOH secretary.			

**V. HELD OVER BUSINESS**

A. -

**Item Action:**  
None

**VI. ADJOURNMENT**

A. -

**Item Action:**  
None

**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 9:14 AM	Dorothy Jankowski	Dr. Teresa Shoberg	Passed
	Submitted by Susan Nett RN MPA Secretary			

**CITY OF MENASHA**  
**IT Steering Committee**  
**Gegan Room, Menasha Public Library**  
 March 28, 2007

MINUTES

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## I. CALL TO ORDER

### A. =

#### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order at 8:20 AM by COMPTROLLER/TREASURER STOFFEL			
	Present: AP Beckendorf, CLK Galeazzi, COMP Stoffel, DPW Radtke, ITMgr Lacey and PC Stanke			
	Absent: VICE-CHAIRMAN Wisneski			
	Also Present: ITSupv James and PL Brunn			

## II. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

### Minutes to approve:

#### A. [Approval of minutes of February 21, 2007 meeting](#)

#### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Approve minutes of February 21, 2007 meeting	ITMgr Lacey	Comp/Treasurer Stoffel	Passed

### Communications:

#### 1. [Email from Nick Oleszak](#)

#### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Committee members present acknowledged the communication and recognized the effort put forth by ITMgr Lacey and ITSupv James to get this task accomplished.			

## III. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

#### A. [Committee monthly update on status of projects/operations/costs](#)

#### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	ITMgr Lacey reviewed the monthly bar graph with the Committee, noting that the time spent on changing over the telephone system (220 hours) was not reflected on the graph because that is categorized as IT Department administration. The transition went very smoothly with very little down time. It was also noted that the IT staff were able to reutilize a great deal of the hardware from the old system which resulted in a significant cost saving for the City.			
	DPW Radtke inquired about the status of the budget, the current percent of usage is very low compared to where it should be at the end of February. This is because major expenditures, such as			

the telephone system, have not yet been paid for. ITMgr Lacey also reminded the Committee that one of the City's firewalls had failed and was replaced.

Next was a discussion on the request of Mayor Laux to investigate the cost of making the Common Council Chambers wireless. It would cost a little over \$800 per year, but with the replacement of the firewall no funds are available in the 2007 budget. It was the consensus of the Committee members present, that this would be useful in the future, but not needed at this time.

ITSupv James updated the Committee on his program for replacing toner cartridges. It will now be centralized, with an inventory on hand, and should result in significant cost savings for the City as a whole.

#### IV. ACTION ITEMS

##### A. [Committee discussion on next Committee meeting date - April 18, third Wednesday](#)

###### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

By consensus of the Committee members present, the next IT Steering Committee meeting is set for April 18, 2007 at 8:15 AM in the Gegan Room of the Menasha Public library.

##### B. [Committee update and discussion of NOVUS AGENDA Software](#)

###### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

ITSupv James updated the Committee on how the NOVUS AGENDA software is working. Changes have been made to how the minutes look and all pages are no longer numbered. Production of the agenda document and attachments is going faster than previously experienced. Committee members present thought it would be good to invite Mayor Laux to an upcoming meeting to talk about his vision of how NOVUS AGENDA will help the City move toward the "paperless packet" for the 2008 budget.

#### V. ADJOURNMENT

##### A. =

###### Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
-------------	-------------	---------	-------------	---------------

Approve	Motion to adjourn	DPW Radtke	ITMgr Lacey	Passed
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Meeting adjourned at 9:15 AM.

Respectfully submitted,

Thomas Stoffel

Committee Secretary

	<b>Budget \$</b>	<b>YTD \$</b>	<b>% used YTD</b>
<b>Total Budget</b>	<b>\$326,117</b>	<b>\$30,459</b>	<b>9.34%</b>

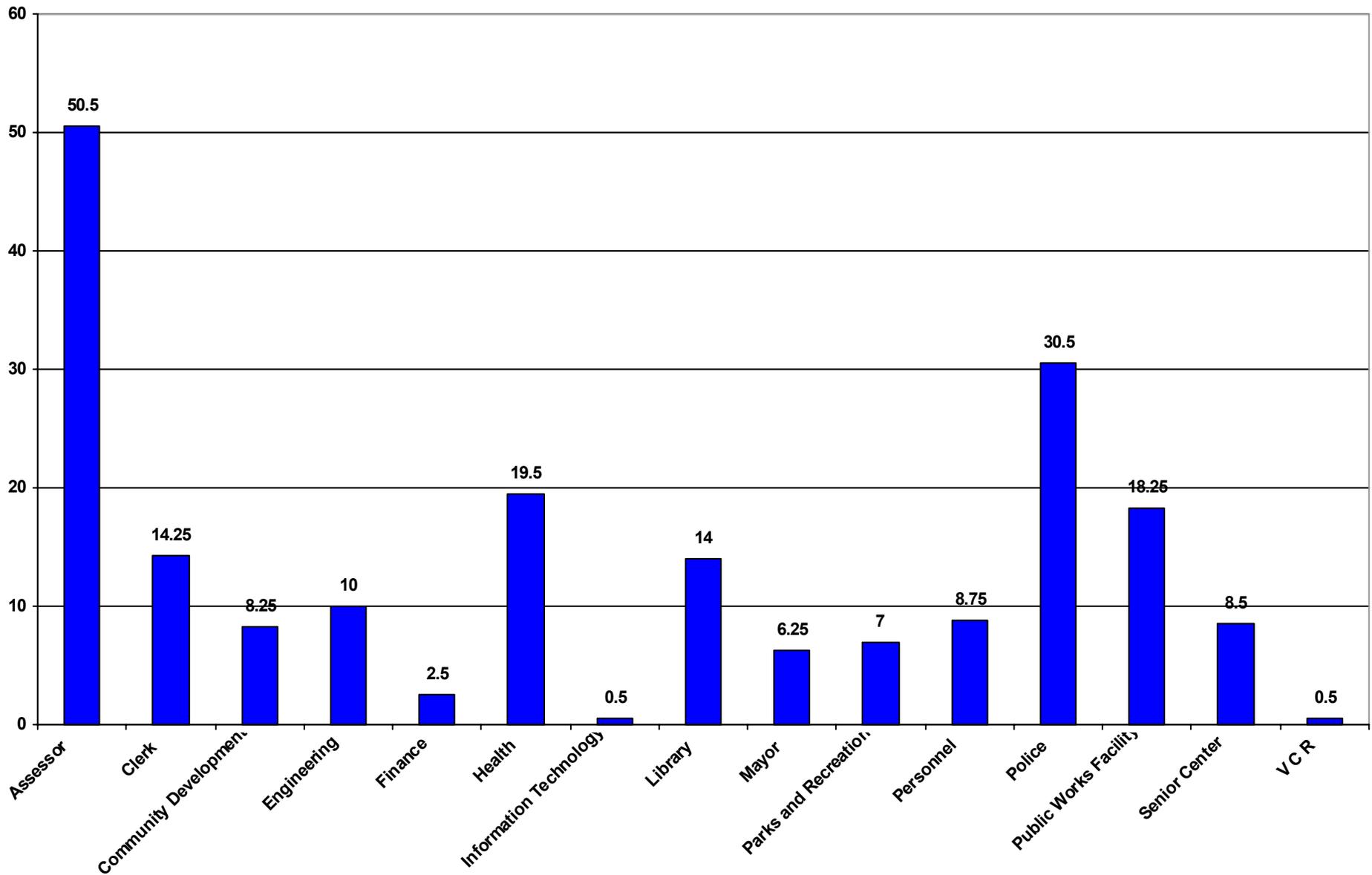
January 2007 through March 2007

### **I.T. Department Projects**

**February 21, 2007 through March 27, 2007**

- Novus Agenda refinement.
- Planning for hosting City Website internally.
- Continue monitoring virus activity and block SPAM e-mail.
- Monitor and administrate City Network.
- Monitor and administrate City phone system.
- Project planning for 2007.
- Planning of Sneakernet project for 2nd Quarter.
- Review new Cemetery Software.
- Work with Assessor Consultants on Assessor database.
- Govern building permit preparation.
- Phone System Upgrade
- Implement Emergency Firewall replacement.
- Implemented Printer Toner Management system.
- Updated Market Drive to version 2007.
- Patch City PCs, Servers, Switches and Routers for new Daylight Saving Time.
- Selling of items on E-Bay.

# Year to Date Hours by Department



The hours represented on the graph do not include administration time or time spent on the Network as a whole, encompassing all departments. All hours not accounted for on the graphs will be categorized as Global time. Global time can fluctuate depending on the projects being accomplished and emergencies that arise.

**D R A F T**  
**MINUTES OF REGULAR MEETING**  
**ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES**  
**April 17, 2007**

**Call to order and roll call** at 4:00 p.m. by President O'Brien

Present: Butler, Eckstein, Englebert, Fuchs, LaFaive, O'Brien, Stanke

Absent: Foth

Also present: Dir. Saecker, M. Loch-Wouters (Head of Children's Services), B. LaFontaine (Acting Head of Adult Services), K. Seefeldt (Administrative Assistant)

**Public Comment**

Library Department Heads thanked the Board on behalf of all library employees for sponsoring the staff recognition breakfast. All who attended appreciated the Board's thoughtfulness.

**Authorization of Bills**

1. Motion to authorize payment of April list of bills from the 2007 budget by LaFaive, seconded by Eckstein, and carried unanimously.

Englebert arrived at 4:01 p.m.

**Consent Business**

2. Approve minutes from the Library Board meeting of March 20, 2007.

**Motion**

Motion to approve minutes from the Library Board meeting of March 20, 2007 by LaFaive, seconded by Stanke, and carried unanimously.

**Director's Report/Information Items**

3. Statistics. Overall, circulation statistics were down slightly from 2006. Circulation in the Adult Department was up by 4.5%, while the Children's Department decreased 5.2%. The most significant decreases were in audio-visual materials, not books.
4. Gift. An additional \$50 has been donated in memory of Muriel Heller. The donation will be used to purchase large print materials.
5. Endowment CDs. In February, we invested \$5312.61 for 11 months at 5.0%. In March, we invested \$4,154.37 for 12 months at 4.4%. In April, we invested \$10,000 for 12 months at 5.0% and \$8460.04 for 15 months at 5.0%. In the future, we will explore the possibility of getting higher interest rates on CDs with shorter terms.
6. Adult Services Department Head. We received 19 applications for the Adult Services Department Head position. Dir. Saecker narrowed the selection to 6 candidates. Interviews will be conducted later this month.

7. Long Range Planning Committee. We would like to include members of the community and library staff in the long range planning process. If we are unsuccessful in getting community involvement, we will seek their input through town meetings.
8. WAPL & WLA. Dir. Saecker will participate as a panel member addressing Web 2.0 websites at WAPL's Spring Conference. She has also been asked to run for the position of Secretary at WLA.

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

9. Act 150 & Act 420. Dir. Saecker is working with the Manitowoc-Calumet Library System to create a new formula under Act 150 for payments that are due to our library. Discussion ensued relative to Act 420, which allows us to bill adjacent counties that we are not in as a municipality. Dir. Saecker outlined the pros and cons of billing Outagamie County. The Board requested that Dir. Saecker discuss this more fully with Neenah, and that she bring a recommendation to them at their May meeting.
10. Review Library Board Appointments. Colleen O'Brien has served two complete terms and will be leaving the Board. Al LaFaive and Mary Butler, whose terms expire on June 30, are eligible to serve additional terms. Both have declined. Dir. Saecker thanked everyone for the time they have served.

#### **Future meeting topics**

The Board requested that we review library hours for next fall, including the possibility of reinstating Sunday hours. Dir. Saecker and staff will assess current circulation patterns. The Board also requested an update on the outdoor sign. Dir. Saecker has contacted a new sign vendor who is unable to provide design and cost information at this time due to a staffing shortage. She assured the Board that we are making progress on the project, but at a slower rate than initially expected.

#### **Adjournment**

Motion to adjourn the meeting at 4:20 p.m. by Fuchs, seconded by Englebert, and carried unanimously.

#### **Future meeting dates**

The next regular Board meeting will be held in the Gegan Room on May 15 at 4:00 p.m.

Respectfully submitted,  
Kris Seefeldt, Recording Secretary

Neenah-Menasha Fire Rescue  
Finance & Personnel Committee Meeting  
Tuesday, April 24, 2007  
3<sup>rd</sup> Floor Council Chambers – City of Menasha

Chairman Stevenson called the meeting to order at 5:30 p.m.

Present: Ald., Mark Lange, John Ahles, Todd Stevenson and Tom Michalkiewicz.

Also Present: Chief Len Vander Wyst, Director Tom Stoffel and Administrative Assistant Tara Theisen.

**Approval of Minutes: MSC Lange/Ahles to approve the minutes from the meeting on February 27, 2007, all voting aye.**

**Month End Budget Report:** March 2007 month end budget report was reviewed by the Committee. Chief Vander Wyst explained the clothing allowance checks were paid out in January. The professional services account has expenses for the medical evaluations of the staff. Questions were raised about the liability and auto insurance accounts and when the allocations would be made for these accounts. Chief Vander Wyst will talk to Director Easker to find out when his department will make this allocation. Ald. Ahles asked if there were any major vehicle issues this year. Chief Vander Wyst said nothing has come up. **MSC Michalkiewicz/Lange to approve March 2007 month end budget report, all voting aye.**

**Monthly Activity Report:** The Committee reviewed the March 2007 activity report. Ald. Ahles asked how mutual aid would be handled with the Town of Menasha since they will have lane closures on the 441 bridge. Chief Vander Wyst explained the difference between mutual aid and automatic aid. Ald. Ahles asked that we track our mutual aid requests during the bridge construction and report back to the Committee. **MSC Ahles/Lange to place the March 2007 activity report on file, all voting aye.**

**Fire Commission Minutes:** The Committee reviewed the Fire Commission minutes of March 28, 2007. This is for informational purposes only and no action is required.

**Rescue/Pumper Vehicle:** Chief Vander Wyst reviewed with the Committee that there is money in the budget for a new rescue/pumper vehicle. The Truck Committee has been working on putting together specifications for a new custom vehicle. He also reminded everyone that originally we were going to need a new pumper vehicle and a new rescue vehicle. It was decided to put these two needs into one vehicle and the cost savings should be about \$150,000. Pierce recently informed him that they have a new PUC vehicle and this vehicle will meet most of the needs of our department. Pierce did offer us a \$30,000 price reduction if we purchased their demo vehicle. If we purchased their demo vehicle we would be able to have it by September and it would have about 10,000 miles on it. He has spoken to the Truck Committee and asked them to compare the demo vehicle to a custom vehicle we are in the process of putting specs together for. He

challenged the Truck Committee to look at the needs of the department, see if we can put together a custom vehicle for bid that would be cheaper than the demo vehicle. If we cannot put together a custom vehicle that is cheaper than the demo vehicle then to justify the cost of the vehicle. Chief Vander Wyst also informed the Committee that Director Easker asked that the Committee take action on approving this budgeted purchase because Neenah has to borrow their share of the money and he wanted to make sure Menasha will commit the funds to the truck before they borrow money. Ald. Michalkiewicz said that Menasha did levy the money for the truck and that the money would be used for this purchase and if it was used for something else this would not go over well with the Council. Ald. Michalkiewicz asked if the truck price included everything. Chief Vander Wyst said the truck would not include the equipment. Equipment for the vehicle would be an additional \$40,000 to \$50,000. Discussion was held on the pros and cons of the spec vehicle versus a custom vehicle. The Committee directed Chief Vander Wyst to have the Truck Committee put together the specifications for a custom vehicle and put this out for bid. They want those bids, specifications of a custom vehicle and information on the PUC truck to be presented to them at their meeting in May. **MSC Committee recommends that the Cities of Neenah and Menasha proceed with moving forward to purchase a new rescue/pumper vehicle with final specifications and quotes to be presented at the Joint Finance & Personnel Committee Meeting on May 22, 2007, all voting aye.**

**MSC Ahles/Lange to adjourn at 6:30 p.m., all voting aye.**

Respectfully Submitted,

Len Vander Wyst  
Chief

LV/tt

Neenah-Menasha Fire-Rescue  
Joint Fire Commission Meeting  
Wednesday, April 25, 2007 –12:00 p.m.  
3<sup>rd</sup> Floor Council Chambers – Menasha City Hall

Commissioner Brotski called the meeting to order at 12:00 p.m.

Present: Commissioners Jim Liebhauser, Dave Brotski, Bill Mattes, Jim Prosser, and Elizabeth Nevitt.

Excused: Nancy Barker

Also Present: Fire Chief Len Vander Wyst and Administrative Assistant Tara Theisen

Approval of Minutes: **MSC Mattes/Liebhauser to approve the minutes of the March 28, 2007 meeting, all voting aye.**

#### FIRE CHIEF'S REPORTS

Activity Reports: March's activity report was reviewed by the Commission. This is informational only for the Commission and no action is required.

March 2007 Month End Budget Report: The March 2007 month end budget report was reviewed by the Commission. This is informational only for the Commission and no action is required.

#### OLD BUSINESS

Review of Establishing Eligibility Lists: The Commission reviewed the memo from Human Resources Coordinator Fuller. It was decided this was not a process that the Commission wanted to put into place for our department due to the limited number of openings that are expected in the next few years. They decided to continue with the current practice of hiring when the need arises.

The Commission thanked Commission Prosser for his service and wished him well in his future endeavors.

**MSC Liebhauser/Nevitt to adjourn at 12:35 p.m., all voting aye.**

Respectfully Submitted,

Len Vander Wyst  
Chief

LV/tt



May 1, 2007

Mike Wilson, Staff Representative  
8033 Excelsior Drive, Suite B  
Madison, WI 53717-1903

Mary Scoon, Staff Representative  
W5670 Macky Drive  
Appleton, WI 54915

RE: City of Menasha Collective Bargaining Agreements  
Locals 603, 1035, 1035B

Dear Mike and Mary:

The City of Menasha would like to come to a conclusion regarding the Collective Bargaining Agreement extensions for 2007 – 2008. We have discussed the difficulty with the information provided by Network Health Plan.

I previously gave you a draft memo dated February 12, 2007 as requested by you to memorialize that neither the City nor the Unions understood that the POS plan could only include the 50009 drug card and the HMO plan could only contain the 50008 drug card. That draft memo also described the dental surgery issue. It was my understanding that you would evaluate that draft memo and advise me as to whether I could send it to the Unions. I have never received a response. Instead, I was given a copy of the draft memo by the Chief of Police who obtained it from one of your members. It was his understanding that the draft memo committed the City to a greater “benefit” than the bargains called for. He asked whether the City was willing to extend those “benefits” to non-represented employees. In pursuing the matter and the unsigned contracts, I have received e-mails asking what solution the City has.

I am dismayed that the draft memo was circulated without my signature or authorization. I am also dismayed that the Locals apparently are refusing to sign the Collective Bargaining Agreements. It is my position that the Locals have a good faith obligation to sign those agreements. It is also my position that those agreements, having been ratified, are legal and binding. The City takes the position that the Locals refusal to sign those agreements is tantamount to a refusal to bargain in good faith.

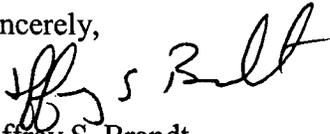
The Unions have not provided any documentation that the Health plan it agreed to somehow violates the spirit of the Collective Bargaining process. The City has offered to evaluate any claims that any employee might make where medical treatment was not paid for to determine whether the affected employee had a reasonable claim. So far, we have arranged for a payment to one affected employee. The City continues that offer. The City, will not, however, give to the Unions or any employees a blank check by stating that all claims will be paid, either in the area of the drug plan or in the area of the dental surgery benefit.

Additionally, the City has discussed this matter with representatives from Network Health Plan. I am attaching a letter from William O'Brien, Manager of Sales and Service offering to open the enrollment period for any employee who desires to choose the POS plan rather than the HMO. The time to make that choice will be from June 1, 2007 to June 29, 2007. By doing this, all employees will have the opportunity to place themselves in whichever plan fits their needs. Employee contributions will be as agreed to by the Collective Bargaining Agreement; 5% for the HMO and 8% for the POS.

The City has amended the Delta Dental Plan to include dental surgery benefits with an annual maximum of \$3000/patient. I have discussed this limit with our insurance consultants and with our previous dental representative and am confident that this amount will be sufficient. Should an individual employee receive dental surgery treatment in which the bills exceed this amount, the City will evaluate any claims that any employee might make where treatment was not paid for to determine whether the affected employee had a reasonable claim.

It is time for the Unions to show good faith signing of the contracts. There should be no problem in doing so by May 18, 2007. The City should not be exposed to additional expense in bringing a Prohibited Practices case.

Sincerely,



Jeffrey S. Brandt

City Attorney/Human Resources Director



1570 Midway Pl. • P.O. Box 120 • Menasha, WI 54952 • (920) 720-1300

April 30, 2007

Jeffrey Brandt, City Attorney/Personnel Director  
City of Menasha  
City Hall  
140 Main Street  
Menasha, WI 54952

Dear Jeff,

Thank you for meeting with Stan and me to discuss the continuing issues that have developed regarding the purchase of Network Health Plan for the employees of the City of Menasha. I appreciate your willingness to explore solutions to the problems identified from the bargaining committee perspective. I realize that the coverage offered by our plan does differ from that of the prior plan and that some of these differences were in fact increased by the offer of our HMO plan from the original proposal which was based on the POS plan. The only difference between the pharmacy plan 50008, and the 50009, is that the 50008 is for the HMO plan, and the 50009 is for the POS plan. Members who picked the POS plan have out of network benefits, for medical and prescription-for example, if a member on the POS went to a ThedaCare(out of network provider), the services would apply to the out of network benefit levels, and the prescription could be filled with the according copay. Members on the HMO do not have prescription coverage for out of network providers. The copays and drug list are identical.

I would like to offer a solution that would allow an “**open enrollment**” change, off anniversary, to allow any employee to change his/her election from the HMO plan to the POS plan which would restore the pharmacy benefit back to the 50009 plan everyone was expecting. This would be a **one time offer** conducted for the resolution of this issue. The open enrollment I am offering is for the time period of **June 1, 2007 – June 29, 2007**. I do not have the ability to just add the 50009 plan to our HMO because of the filing requirements with the Wisconsin Department of Insurance. Our HMO plan is filed with the 50008 plan and the POS is filed with the 50009 plan and I cannot interchange them.

I have a similar problem with the issue of oral surgery in that it is not a covered expense under the filed certificate under the health insurance by Network Health Plan. We do not maintain any providers to provide these services. Prescriptions written by dentists or oral surgeons are not covered because those services are not covered by Network Health Plan. I would also encourage

HMO plans underwritten by Network Health Plan  
POS plans underwritten by Network Health Insurance Corporation and Network Health Plan

Affinity Medical Group • Affinity Occupational Health • Affinity Visiting Nurses • Calumet Medical Center  
Franciscan Care & Rehabilitation Center • Mercy Medical Center • Network Health Plan • St. Elizabeth Hospital

A partnership of Ministry Health Care and Wheaton Franciscan Healthcare





1570 Midway Pl. • P.O. Box 120 • Menasha, WI 54952 • (920) 720-1300

all members to work closely with their primary care physician to coordinate all of their medication needs.

Please let me know as soon as possible about the desire to establish the open enrollment as I will have to coordinate that with our Account Manager and Group Administration areas.  
Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "William T. O'Brien".

William T. O'Brien, CLU  
Manager, Sales and Service

HMO plans underwritten by Network Health Plan  
POS plans underwritten by Network Health Insurance Corporation and Network Health Plan

Affinity Medical Group • Affinity Occupational Health • Affinity Visiting Nurses • Calumet Medical Center  
Franciscan Care & Rehabilitation Center • Mercy Medical Center • Network Health Plan • St. Elizabeth Hospital

A partnership of Ministry Health Care and Wheaton Franciscan Healthcare





# Calumet County Treasurer

206 Court St.  
Chilton, WI 53014

Michael V. Schlaak

Chilton (920) 849-1457  
Fax (920) 849-1469  
Appleton Area (920) 989-2700  
Email [MikeS@co.calumet.wi.us](mailto:MikeS@co.calumet.wi.us)

April 13<sup>th</sup>, 2007

Kavita R. Shet  
2150 Ridgecrest Ln.  
Menasha, WI 54952

RE: Delinquent 2003 and prior Real Estate Taxes

This letter is to inform you that the Calumet County Treasurer's office has entered the final step in the foreclosure process for the property listed in this packet. This parcel is clearly identified by a unique parcel number and tax identification number.

This process is pursuant to Section 75.521 of the Wisconsin State Statutes and is on file in the Calumet County Clerk of Courts and Treasurer's office.

The **FINAL** day to redeem this property is **June 22<sup>nd</sup> 2007** if delinquent taxes for **ALL** past due tax years are paid in full. After this date, Calumet County will begin court proceedings to take title to this property.

Please contact our office for information on the total amount necessary to redeem this property immediately.

Sincerely,

Michael V. Schlaak  
Enclosures

cc: KimCentral Credit Union  
City of Menasha Clerk, Debbi Galeazzi  
Calumet County Board Chair, Merlin Gentz

RECEIVED  
APR 16, 2007  
dg  
MSHA



**DESCRIPTION  
PARCEL G**

Lot Ninety-three (93), FIRST ADDITION TO SOUTHFIELD, in the City of Menasha,  
Calumet County, Wisconsin.

TAX KEY NO. 7-00193-00

ADDRESS: 2150 Ridgecrest Ln, Menasha, WI 54952

**INTERESTED PARTIES:**

Kavita R. Shet  
KimCentral Credit Union

YEAR OF TAX	YEAR OF SALE	PRINCIPAL SUM OF TAX LIEN
2003	2004	\$91.61
	<b>TOTAL</b>	<b>\$91.61</b>

CALUMET COUNTY TREASURER  
206 COURT STREET

CHILTON WI 530141198  
Phone: (920) 849-1457  
4/04/07

Parcel Number	28020
251-0000-0000000-000-0-W70193-00-000A	251 W 7 00193 00
	Legal Description
SHET KAVITA R	2150 RIDGECREST LN
2150 RIDGECREST LN	FIRST ADDITION TO SOUTHFIELD
MENASHA, WI 54952	LOT 93

\* \* D E L I N Q U E N T T A X S T A T E M E N T \* \*

TAX YEAR	BASE TAX	PENALTY/INT	OTHER +/-	TOTAL DUE
=====	=====	=====	=====	=====
03-2	91.61	53.59	200.00	345.20
Total Due	91.61	53.59	200.00	345.20

This is a statement of your delinquent REAL ESTATE TAX ROLL  
as of 04/04/07.

IF THIS STATEMENT LISTS TAX YEARS 2003 OR EARLIER, your property can be foreclosed per WI STAT.75.521. A \$200 IN-REM fee will also be charged to your account. Penalty & interest charges are compounded each month. The total due stated above must be received or post-marked by APRIL 30TH, 2007.



# Calumet County Treasurer

206 Court St.  
Chilton, WI 53014

Michael V. Schlaak

Chilton (920) 849-1457  
Fax (920) 849-1469  
Appleton Area (920) 989-2700  
Email [MikeS@co.calumet.wi.us](mailto:MikeS@co.calumet.wi.us)

April 13<sup>th</sup>, 2007

Heather L.Owen  
2137 Grassy Plains Dr.  
Menasha, WI 54952

RE: Delinquent 2003 and prior Real Estate Taxes

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Please contact our office for information on the total amount necessary to redeem this property immediately.

Sincerely,

Michael V. Schlaak  
Enclosures

cc: Universal Mortgage Corporation  
Wisconsin Housing Economic Development Authority  
John Skotzke Concrete Construction Inc.  
Creative Custom Homes & Development  
Roger Bowers Construction Co. Inc.  
Bay Area Services Inc.  
Clintonville Lumber Inc. d/b/a Torborgs Waupaca Lumber  
Cliff Delsart Electric Inc.  
Paul Swanson  
Bay Therm Insulation Inc.  
City of Menasha Clerk, Debbi Galeazzi  
Calumet County Board Chair, Merlin Gentz

RECEIVED  
APR 16, 2007  
CH dg



CALUMET COUNTY TREASURER  
206 COURT STREET

CHILTON WI 530141198  
Phone: (920) 849-1457  
4/04/07

Parcel Number	28024
251-0000-0000000-000-0-W70199-00-000A	251 W 7 00199 00
	Legal Description
OWEN HEATHER L	2137 GRASSY PLAINS DR
2137 GRASSY PLAINS DR	FIRST ADDITION TO SOUTHFIELD
MENASHA, WI 54952	LOT 99

\* \* D E L I N Q U E N T T A X S T A T E M E N T \* \*

TAX YEAR	BASE TAX	PENALTY/INT	OTHER +/-	TOTAL DUE
=====	=====	=====	=====	=====
03-2	107.54	62.91	200.00	370.45
Total Due	107.54	62.91	200.00	370.45

This is a statement of your delinquent REAL ESTATE TAX ROLL  
as of 04/04/07.

IF THIS STATEMENT LISTS TAX YEARS 2003 OR EARLIER, your property can be foreclosed per WI STAT.75.521. A \$200 IN-REM fee will also be charged to your account. Penalty & interest charges are compounded each month. The total due stated above must be received or post-marked by APRIL 30TH, 2007.



# Calumet County Treasurer

206 Court St.  
Chilton, WI 53014

Michael V. Schlaak

Chilton (920) 849-1457  
Fax (920) 849-1469  
Appleton Area (920) 989-2700  
Email [MikeS@co.calumet.wi.us](mailto:MikeS@co.calumet.wi.us)

April 13<sup>th</sup>, 2007

Creative Custom Homes  
999 N Military Ave.  
PO Box 617  
Oshkosh, WI 54903

RE: Delinquent 2003 and prior Real Estate Taxes

This letter is to inform you that the Calumet County Treasurer's office has entered the final step in the foreclosure process for the property listed in this packet. This parcel is clearly identified by a unique parcel number and tax identification number.

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The **FINAL** day to redeem this property is **June 22<sup>nd</sup> 2007** if delinquent taxes for **ALL** past due tax years are paid in full. After this date, Calumet County will begin court proceedings to take title to this property.

Please contact our office for information on the total amount necessary to redeem this property immediately.

Sincerely,

Michael V. Schlaak  
Enclosures

cc: Fidelity National Bank  
BayLake Bank-Sturgeon Bay  
John Skotzke Concrete Construction Inc.  
Roger Bowers Construction Co. Inc.  
Bay Area Services Inc.  
Clintonville Lumber Inc. d/b/a Torborgs Waupaca Lumber  
Cliff Delsart Electric Inc.  
Paul G. Swanson  
Bay Therm Insulation Inc.  
City of Menasha Clerk, Debbi Galeazzi  
Calumet County Board Chair, Merlin Gentz

APR 16, 2007

dg



**DESCRIPTION  
PARCEL I**

Lot One Hundred Thirteen (113), FIRST ADDITION TO SOUTHFIELD, City of Menasha, Calumet County, Wisconsin.

TAX KEY NO. 7-00200-13

ADDRESS: 2148 Grassy Plains Dr, Menasha, WI 54952

**INTERESTED PARTIES:**

- Paul G. Swanson
- Creative Custom Homes & Development
- Fidelity National Bank
- John Skotzke Concrete Construction Inc.
- Roger Bowers Construction Co Inc.
- Bay Area Services Inc.
- Clintonville Lumber Inc DBA Torborgs Waupaca Lumber
- Cliff Delsart Electric Inc
- Bay Therm Insulation Inc.

YEAR OF TAX	YEAR OF SALE	PRINCIPAL SUM OF TAX LIEN
2003	2004	\$ 77.67
2005	2006	\$ 931.97
	<b>TOTAL</b>	<b>\$1,009.64</b>

CALUMET COUNTY TREASURER  
206 COURT STREET

CHILTON WI 530141198  
Phone: (920) 849-1457  
4/04/07

Parcel Number	28052
251-0000-0000000-000-0-H70200-13-000A	251 H 7 00200 13
CREATIVE CUSTOM HOMES &DEV INC	Legal Description
PO BOX 617	2148 GRASSY PLAINS DR
OSHKOSH, WI 54903	FIRST ADDITION TO SOUTHFIEL LOT 113

\* \* D E L I N Q U E N T T A X S T A T E M E N T \* \*

TAX YEAR	BASE TAX	PENALTY/INT	OTHER +/-	TOTAL DUE
=====	=====	=====	=====	=====
03-2	77.67	45.44	200.00	323.11
05-2	931.97	209.69	.00	1,141.66
Total Due	1,009.64	255.13	200.00	1,464.77

This is a statement of your delinquent REAL ESTATE TAX ROLL  
as of 04/04/07.

IF THIS STATEMENT LISTS TAX YEARS 2003 OR EARLIER, your property can be foreclosed per WI STAT.75.521. A \$200 IN-REM fee will also be charged to your account. Penalty & interest charges are compounded each month. The total due stated above must be received or post-marked by APRIL 30TH, 2007.

IN THE MATTER OF FORECLOSURE OF  
TAX LIENS UNDER SECTION 75.521,  
WISCONSIN STATUTES, BY  
CALUMET COUNTY, LIST OF TAX LIENS  
FOR THE YEARS 2003 THROUGH 2006,  
No. 1

**PETITION AND NOTICE AND  
LIST OF TAX LIENS OF CALUMET  
COUNTY BEING FORECLOSED BY  
PROCEEDING IN REM  
Class Code No. 30404**

-----  
AUTHENTICATED COPY

Case # 07-CV-73  
Date 04/03/07

-----  
TO THE CIRCUIT COURT FOR CALUMET COUNTY, WISCONSIN  
NOW COMES Calumet County, State of Wisconsin, by Michael V. Schlaak, its County Treasurer

and Pamela A. Captain, Corporation Counsel, and files this list of tax liens of Calumet County for the taxes of 2003 through 2006, sales of 2004 through 2007, and alleges and shows to the Court:

1. That each of the following described parcels of land has been sold to Calumet County for delinquent taxes and some tax certificates, therefore, have been outstanding for three or more years.
2. That Calumet County is now the owner and holder of the tax liens for the taxes of the years indicated in this list, as evidenced by the tax sale certificates numbered below.
3. That Calumet County has, pursuant Section 66-1 of the Calumet County Code of Ordinances, elected to proceed under Section 75.521 of the Wisconsin Statutes for the purpose of enforcing tax liens in said county.
4. That said list, made and filed pursuant to the provisions of Wisconsin Statutes Section 75.521, is as follows, to wit:

Interest on the principal sum of each tax lien listed above is charged at the rate of 1 percent per month from January 1 of the year of sale through August 31, 1987, and at the rate of 1 1/2 percent (including penalty) per month from September 1, 1987, to the date of redemption.

All descriptions by lot and block numbers refer to plats and maps filed in the office of the Register of Deeds of Calumet County, WI.

5. That no municipalities other than Calumet County, have any right, title or interest in the above-described lands or in the tax liens or in the proceeds therefor, except as stated herein.

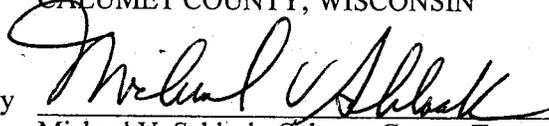
WHEREFORE, Calumet County petitions for judgment vesting title to each of said parcels of land in said Calumet County, Wisconsin, as of the date of entry of judgment in this action, and barring and foreclosing any and all claims whatsoever of the former owner, and any person having any right, title,

interest, claim, lien or equity of redemption and any person claiming through and under them to said lands since the date of filing this list of tax liens in the office of the Clerk of Circuit Court of Calumet County.

Dated March 28, 2007.

CALUMET COUNTY, WISCONSIN

By



Michael V. Schlaak, Calumet County Treasurer



Pamela A. Captain, State Bar #1023192  
Calumet County Corporation Counsel

AUTHENTICATED COPY

Case # 07-CV-73

Date 04/03/07

Calumet County Clerk of Courts  
Barbara VanAkkeren

Case No. \_\_\_\_\_  
**NOTICE OF COMMENCEMENT PROCEEDING IN REM  
TO FORECLOSE TAX LIENS BY CALUMET COUNTY**

PLEASE 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, No. 1 on file in the office of the Clerk of Circuit Court of Calumet County dated April 2, 2007, and hereinabove set forth are hereby notified that the filing of such list of tax liens in the office of the Clerk of Circuit Court for Calumet County constitutes the commencement by said Calumet County of a special proceeding in the Circuit Court for Calumet County to foreclose the tax liens therein described by foreclosure proceedings in rem and that a notice of the pendency of such proceedings against each piece or parcel of land therein described was filed in the office of the Clerk of Circuit Court on April 2, 2007. Such proceeding was 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 Calumet County and will remain posted for public inspection up to and including **June 22, 2007**, which date is hereby fixed as a last day for 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 **June 22, 2007**, redeem such delinquent tax liens by paying to the County Treasurer of Calumet 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 date of redemption.

Dated April 2, 2007.

CALUMET COUNTY

By 

Michael V. Schlaak, County Treasurer

STATE OF WISCONSIN

CIRCUIT COURT

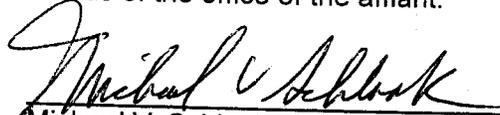
CALUMET COUNTY

**AFFIDAVIT**  
**Class Code No. 30404**

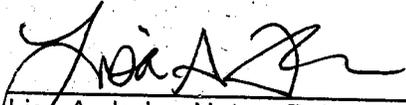
State of Wisconsin)  
 ) SS.  
Calumet County )

**AUTHENTICATED COPY**  
Case # 07-CV-73  
Date 04/03/07  
Calumet County Clerk of Courts  
Barbara VanAkkeren

Michael V. Schlaak, being first duly sworn, on oath states that he is the County Treasurer of Calumet County, Wisconsin, and that the foregoing list of tax liens and statements and data therein contained are true and correct according to the records of the office of the affiant.

  
\_\_\_\_\_  
Michael V. Schlaak

Subscribed and sworn to before me on  
March 27, 2007.

  
\_\_\_\_\_  
Lisa A. Jodar, Notary Public  
My Commission expires 2/1/09

IN THE MATTER OF FORECLOSURE OF  
TAX LIENS UNDER SECTION 75.521,  
WISCONSIN STATUTES, BY  
CALUMET COUNTY, LIST OF TAX LIENS  
FOR THE YEARS 2003 THROUGH 2006,  
No. 1

**APPLICATION FOR APPOINTMENT  
OF GUARDIAN AD LITEM  
Class Code No. 30404**

State of Wisconsin)  
                          ) SS.  
Calumet County    )

**AUTHENTICATED COPY**

Case # 07-CV-73

Date 04/03/07

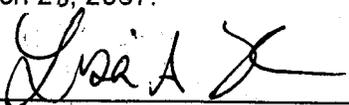
Calumet County Clerk of Courts  
Barbara VanAkkeren

Pamela A. Captain, being first duly sworn, states that she is the Corporation Counsel in and for Calumet County; that the above-entitled proceeding in rem has been commenced and is now pending in this court and is brought for the foreclosure of tax liens pursuant to Wisconsin Statutes Section 75.521. That under the provisions of said Section 75.521 (12), it is necessary that a guardian ad litem be appointed to serve for all persons known or unknown who have or may have an interest in the lands described in the list of tax liens mentioned in the caption herein, and who are or who may be minors or incompetents at the time of the filing of such list of tax liens, and that application, therefore, is hereby made.



\_\_\_\_\_  
Pamela A. Captain  
State Bar #1023192  
Calumet County Corporation Counsel  
206 Court Street  
Chilton, WI 53014-1198  
(414) 849-1443

Subscribed and sworn to before me on  
March 28, 2007.



\_\_\_\_\_  
Lisa A. Jodar, Notary Public  
My Commission expires 2-1-2009

IN THE MATTER OF FORECLOSURE OF  
TAX LIENS UNDER SECTION 75.521,  
WISCONSIN STATUTES, BY  
CALUMET COUNTY, LIST OF TAX LIENS  
FOR THE YEARS 2003 THROUGH 2006,  
No. 1

**ORDER APPOINTING  
GUARDIAN AD LITEM  
Class Code No. 30404**

UPON reading the petition of Pamela A. Captain, Corporation Counsel for Calumet County, in the above-entitled proceedings in rem, from which it satisfactorily appears that under the provisions of Section 75.521 (12) of the Wisconsin Statutes, it is necessary that a guardian ad litem be appointed to serve for all persons known or unknown, who have or may have an interest in the lands described in the list of tax liens mentioned in the caption herein, and who are or may be minors or incompetents at the time of the filing of such list of tax liens, and,

Being satisfied that James Ungrodt is a fit, competent, and suitable person to be appointed as such guardian ad litem;

NOW, THEREFORE, IT IS ORDERED That James Ungrodt, an attorney of Calumet County, Wisconsin, be and hereby is appointed guardian ad litem for all persons known or unknown, who have or may have an interest in the land described in the list of tax liens mentioned in the caption herein, and who are or may be minors or incompetents at the time of the filing of such list of tax liens to appear for such persons and protect and defend their interest in the above-entitled proceeding in rem.

Dated April 2, 2007.

BY THE COURT

  
Donald Poppy, Circuit Court Judge

AUTHENTICATED COPY  
Case # 07-CV-73  
Date 04/03/07  
Calumet County Clerk of Courts  
Barbara VanAkkeren

**Legislative Committee**  
**Monday, November 27, 2006**  
**JAMES P. COUGHLIN CENTER**

Present: Chairperson Nancy Barker, Don Griesbach, Harvey Rengstorf, Ken Robl, Bill Wingren, Joe Maehl, Kathleen Lennon, Pat Brennand, Stan Kline, Claud Thompson, Dave Albrecht, Jim Lauson, Pat O'Brien, Jim Koziczowski and Bernie Egan

Also Present: John Casper - Chamber of Commerce, Supervisor Tom Widener, Mark Harris - County Executive, Diane Fremgen - Clerk of Courts, Tom Widener - Supervisor, and State Representative Dean Kaufert

Excused:

Absent:

Chairman Barker called the meeting to order at 9:01 A.M. The Pledge of Allegiance was recited. Ms Barker had those in attendance introduce themselves.

J. Maehl moved and B. Egan seconded to approve the minutes from October 23, 2006. This was passed by voice vote.

**NEW CIRCUIT COURT SERVICES SUPPORT PAYMENT PROGRAM** - Diane Fremgen, Clerk of Courts

Ms Fremgen asked the committee for their support of the State Courts Budget Proposals for the next biennium. Ms Fremgen explained that her office has not seen any increase in money coming back to the office in any category for the 10 years she has been in the office. This is the first budget proposal that is actually looking at partnering with the county to help pay for what is done by the Clerk of Courts Office. Ms Fremgen told the committee that she has several points she would like to discuss with them, and then asked that they put this into a resolution form and take it before the full county board

- New Financial Assistance Program - The court support grant that is received has been flat for a number of years. The costs continue to go up, however the formulas used are not representative of the actual costs. This grant has been a fixed sum for the last several years. In this proposal, they are asking that the funds collected by all the Clerk of Courts across the state be given back.
- .Additional Reimbursement Funds for Interpreters. Right now, if someone involved with the courts does not speak English, an interpreter is required. The reimbursement is only for a criminal case and where the defendant is indigent. Last year, over \$17,000.00 was spent on interpreters and the state reimbursed us about \$7,000.00 The change in this would eliminate the indigency requirement and make it available for all types of court cases.
- A Position at the State Level to Help Counties with Self-Represented Litigants. This position would help counties to help those people who choose not to use an attorney.
- Give the States the Money for the Automation Program to allow for electronic filing. There are currently two pilots in Wisconsin for electronic filing of Small Claims. This is a labor-intensive job. If electronic filing was allowed, staff is freed up to work on other duties.
- The last point that Ms Fremgen wanted to talk to the committee about was indigent defense. This part of her budget has increased substantially each year. The county is picking up these extra costs. The indigency level was set in 1987. Fewer and fewer people qualify for a public defender under those guidelines. The state is asking the counties to ask the legislature to change the guidelines. The indigency level should at least mirror W-2's.

Discussion took place with the committee regarding the points that Ms Fremgen brought forward. D. Albrecht moved that the Clerk of Courts have these points put into resolution form and forwarded to the County Board for approval. S. Kline seconded this motion. This was passed by voice vote 13 -1.

**RESOLUTION TO REVERSE THE NEWARK DECISION AND TO NARROWLY INTERPRET (70.11)(21) TAX EXEMPT FACILITIES** - County Executive Mark Harris

Executive Harris told the committee that in the 1950's there was a provision in the laws regarding property taxes. More specifically, Statute 70.11. Paragraph 21(a), has some very exact language regarding plants that recycle wood chips and paper scraps. Several years ago, several companies felt that they should be exempt from property tax under this statute and the Department of Revenue challenged them. Those companies won their battle in court. Because of this action, more and more companies are looking at these court cases and seeing this as an out to paying property tax. This is especially true with paper companies, but other companies have voiced the same concern. These include cheese factories and private landfills.

The concern for Winnebago County is that we have a lot of paper companies located within the county. If they are awarded tax-exempt status, that shifts the burden of those taxes onto everyone else in the county who pays property taxes.

What Executive Harris would like is a resolution that encourages the state legislature to repeal or change the wording of this paragraph 21(a). Although tax exemption is a way to encourage businesses to stay here and is an incentive for new businesses to locate here, Mr. Harris feels that this is not the avenue to use for that purpose.

Chairman Barker told the committee that in 1976 - residential taxpayers in Menasha paid over 50% of property taxes. In 2006, they paid over 70%. Although she would not want to see the paper factory jobs leave this area, she feels that the residential taxpayers are already taking on the majority of the burden.

Executive Harris feels that the State Legislature will not act quickly enough, or work out some kind of compromise that will not be acceptable to the counties and municipalities. He feels there are other ways to deal with this problem that could include state sales tax, direct job creation incentives or economic development money. They should not be dealing with our property tax base.

Discussion regarding the issue took place with the committee, Executive Mark Harris and Representative Dean Kaufert. It was generally felt that this issue could spread to other companies, which would be harmful to all the services that are funded through property taxes. Dean Kaufert told the committee that compromises maybe the only way to deal with this issue. Representative Kaufert told the committee that this law has been on the books since 1953, and only recently challenged. There is a loophole that needs to be dealt with, and it will probably need a compromise between the companies involved and the legislature to close it. Mr. Kaufert told the committee that he is working on this issue, along with Senator Kohl. He shared that some states are offering free land to companies who move their operations there. This is a situation that needs some delicate handling. Representative Kaufert feels that a company that is doing 10% recycling should not be 100% tax exempt. A compromise needs to be worked out. He assured the committee that this issue is being dealt with.

J. Lauson made a motion to take this to the County Board with our support to re-evaluate and modify the current language in the statute. This was seconded by B. Egan. Discussion occurred about how this resolution should be worded. It was felt that the City of Menasha's resolution was worded too harshly. At this time, Claud Thompson moved that this item be laid on the table indefinitely. Discussion occurred with the committee regarding the timing of this issue in the state legislature. Vote on motion to lay this resolution on the table - Ayes - 8 Nays - 6. PASSED This issue will be laid on the table by the Legislative Committee.

**COAL TAR SEALANT** -

Before this issue was presented, K. Robl asked the chairperson that this issue be sent to the Highway Committee and /or have the Highway Commissioner, John Haase, give a presentation to the Legislative Committee. Chairman Barker asked that the committee read over the materials on this issue that was included in their packet. She does plan on discussing this issue at the January 2007 meeting.

**CORRESPONDENCE** -

There was no correspondence.

**COMMENTS FROM THE AUDIENCE -**

The committee wanted to know when the broadcasting of the state legislative meetings will be starting. Representative Kaufert was unsure at this point. He stated that wiring in such a historical building was being looked at the present time.

Mr. Kaufert told the committee that the new term will be in session on January 3. One house is now Democratic and one Republican. The governor is now in for four more years. Representative Kaufert feels that it will be a different environment in the next couple years. He feels that the last election was a wake-up call to all elected officials in Madison. He told the committee that all the representatives of Winnebago County do read the resolutions that are sent to them. Mr. Kaufert stated that he reads all the e-mails, letters, etc that come into his office. He told the committee that he is accessible and welcomes their input.

Representative Kaufert also encouraged the committee to look into Family Care. It is in 4 counties at this time, and he feels that it is a winning program and Winnebago County could possibly save some dollars.

Representative Kaufert also encouraged the committee to bring any resolutions or proposals to the Legislative Council. This is a good resource for the county to use. This is also a non-political group.

**NEXT MEETING -** January 22, 2007

B. Egan moved and it was seconded by P. Brennand to adjourn.

Respectfully Submitted:

James Lauson  
Secretary

Recorded By:

Jean Mahy  
County Clerk's Office





April 13, 2007

Menasha Health Department  
Attn: Sue Nett, MPA, RN, Director of Nursing  
140 Main Street  
Menasha, WI 54952

Dear Sue:

I would like to extend my appreciation to you and your staff for the valuable assistance in facilitating positive learning experiences for our student nurses at your agency in past semesters. The College of Nursing is finalizing plans for both the **fall 2007 and spring 2008 semesters**. We would like to utilize your agency for student clinical learning experiences in the Undergraduate Program. Important dates regarding the semesters are as follows:

**Fall semester 2007:** September 5, 2007 through December 14, 2007 (Thanksgiving break: November 21-25, 2007)

**Spring semester 2008:** February 4, 2008 through May 16, 2008 (Spring break: March 23-30, 2008)

The following is the listing of the specific units, dates and times that we are requesting for **both semesters**:

Menasha Health Department

Nursing 418 Clinical: Family and Communities  
Tuesdays and Thursdays with times to be arranged

Instructor TBA  
3 students

The course instructor will contact your nurse manager regarding clinical course information. Please share this schedule with your respective staff. The students in the clinical courses at your agency will have met the minimal health standards of your agency which will be submitted at a later date.

Should you have any questions or if you are unable to accommodate the requested sections, please contact me as soon as possible at (920) 424-1028 or email: [marnocha@uwosh.edu](mailto:marnocha@uwosh.edu). If I do not hear from you by **April 30, 2007** we will begin to assign students to the sections above.

Sincerely,

Suzanne Marnocha, RN, MSN, PhD, CCRN  
Traditional Undergraduate Program Director

UNDERGRADUATE PROGRAM • COLLEGE OF NURSING  
UNIVERSITY OF WISCONSIN OSHKOSH • 800 ALGOMA BLVD • OSHKOSH, WI 54901  
(920)424-1028 • FAX (920)424-0123 • (920)424-0134  
[undergradnrs@uwosh.edu](mailto:undergradnrs@uwosh.edu) • [ACCELnursing@uwosh.edu](mailto:ACCELnursing@uwosh.edu)



April 25, 2007

Mr. Greg Keil  
Community Development Director  
City of Menasha  
140 Main Street  
Menasha, Wisconsin 54952

Dear Mr. Keil,

Thank you again for taking the time to meet with us last week about developments concerning the 100 block of Racine Street near downtown Menasha.

As we discussed during our meeting, North Star Asset Management would certainly like to see this development include a combination of attractive green space and ample parking to meet the needs of Menasha residents and those that work in the downtown area.

- The development would provide an inexpensive and attractive gateway to downtown Menasha for residents, business owners, and employees of those businesses that choose to locate in the downtown area.
- The development would provide additional parking for patrons of the Post Office, Library, and businesses on the east end of Main Street and streets directly north of Main Street.
- The development would provide parking for employees and patrons of businesses located at 59 Racine Street (North Star Asset Management and Dr. Vern Larsen's dental practice). Our combined employee base stands at 20 (15 at North Star and 5 at Dr. Vern Larsen's dental practice) and should continue to grow over the coming years.
- The development would provide parking for those that now currently park along Broad Street east of Racine Street. This would likely provide a welcome reprieve for homeowners along this section of Broad Street.

Again, thank you for your time and we look forward to discussing this in the future. Do not hesitate to contact us with any questions or comments regarding this matter at (920) 729-7900.

Sincerely,

Kenneth J. Brnsda, CFA, CFP  
President and Managing Director  
North Star Asset Management

Geoffrey A. Penn, CFA  
Managing Director  
North Star Asset Management

CC: Menasha Common Council

Vernon A. Larsen, D.D.S.

RIVERSIDE BUILDING  
59 RACINE STREET  
MENASHA, WISCONSIN 54952

TELEPHONE (920) 722-4293

FAX (920) 722-3394

April 25, 2007

Mr. Greg Keil  
Director of Community Development  
City of Menasha  
140 Main St.  
Menasha, WI 54952-3190

Dear Mr. Keil,

Thank you for meeting with me to discuss the Racine St. parking and green space previously authorized by the Common Council with T.I.F financing.

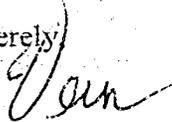
The parking spaces will serve parking needs of meetings held at the Library and citizens using the Post Office with the pedestrian crossing lights at 1<sup>st</sup> and Racine. My employee's park on Broad St. and the parking will free up spaces for neighbor guests needing parking in front of their homes on Broad St.

North Star Asset Management shares my 59 Racine St. building with me. I am very proud of this energetic and intelligent business that is constantly expanding. We want to keep them here in Menasha! They need parking also.

The green space will enhance the appearance into downtown Menasha. We can save the pine and birch trees in the green space plan that will be built around the parking lot. Arbor Vitaes can be planted on the East side to shield the neighbors and enhance their yards as seen in the design plan from long time Menasha nursery man, Bob Van Buskirk. Lighting can be installed to match the South Racine St. lighting.

This project will enhance Menasha and should be planned and finished from Broad St. to 1<sup>st</sup> St. in one final endeavor.

Sincerely,



Vernon A. Larsen, D.D.S.

CC: Menasha Common Council

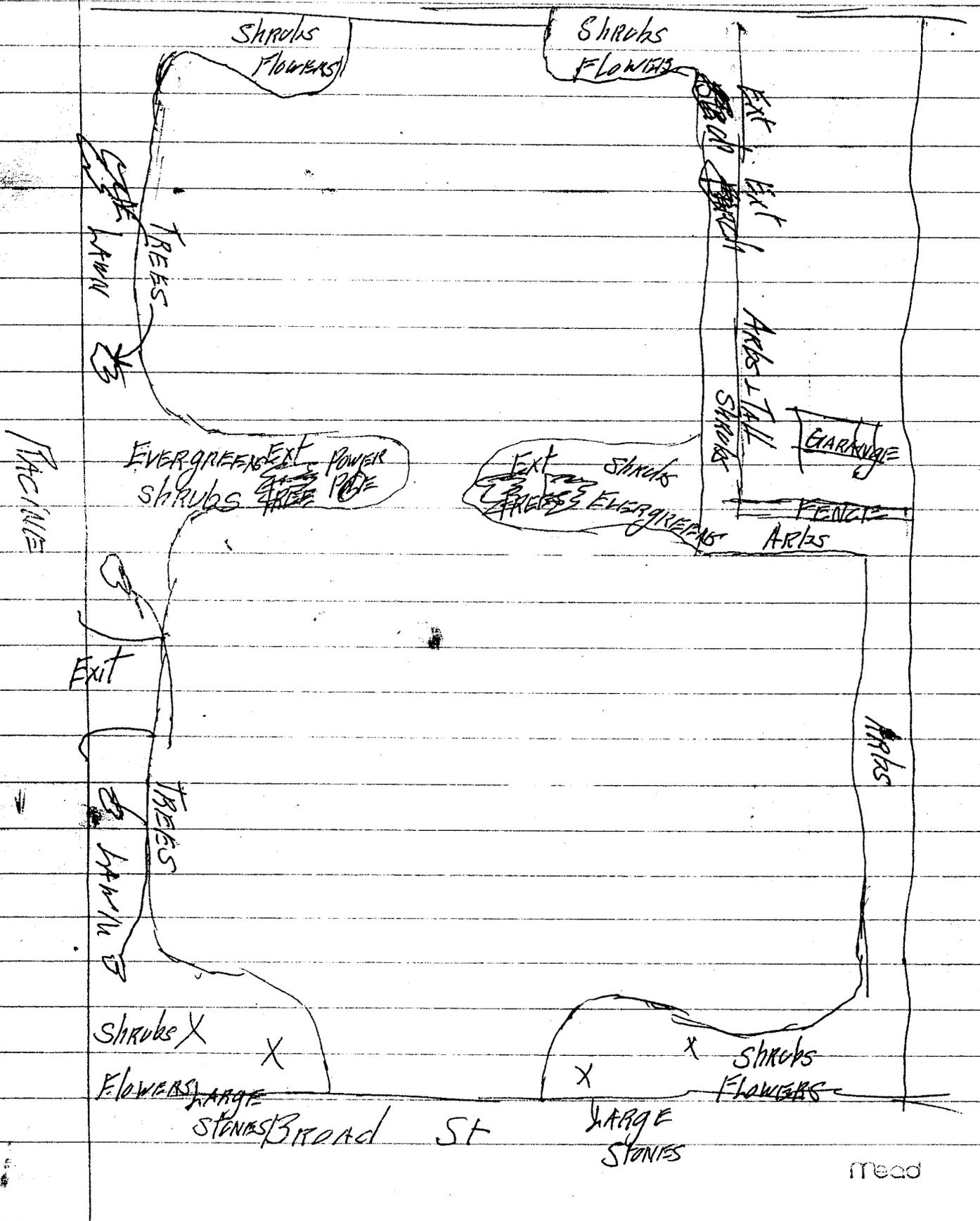
Enclosure: Van Buskirk nursery rough plan

xxxx xxxx xxxx xxxxxxxx, xxxxxxxx xxxxxxxx  
xxxx of the xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx  
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xxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx

# First St



# School leaders broke meetings law, official says

## 2 from Greendale discussed board vacancy at resident's home

By JAMAAL ABDUL-ALIM

jabdul\_alim@journal sentinel.com

**Greendale** — Two Greendale School Board members violated the state open meetings law when they attended a meeting at a resident's home to identify and discuss possible successors for a board member who had resigned, documents obtained by the Journal Sentinel show.

In an April 2 letter, Assistant Attorney General Paul Barnett tells board members Thomas Slota and James Schutte it was "clear that a violation of the open meetings law occurred" when they attended an October 2005 meeting at the home of Ron Irwin, who is affiliated with the Friends of Greendale

Schools.

Schutte had served as head of the advocacy group but resigned after his election in April 2005.

"I do admit to making a mistake by being there," Schutte said. "I have corrected my ways about attending meetings."

He said he attended a seminar on the open meetings law, and that the Justice Department had told him not to repeat the behavior.

Slota said he didn't recall going to the meeting but then contradicted himself saying, "I certainly remember going to the guy's house."

Asked who was there when he went to Irwin's home, Slota said, "He (Irwin) was there,

one or two other people."

### A minor thing

Slota downplayed the letter, saying the violation of the open meetings law was "small and inadvertent."

He said: "It's a minor thing. They (the department) said, 'Don't do this again.' Obviously, we never will."

Irwin said the meeting was never meant to conduct board business.

"The conversation I remember was all about residents of the community," Irwin said. "We just wanted to be sure that our School Board continued to focus on important things, which were maintaining a strong school system."

Superintendent William Hughes said no School District staff members attended the meeting, but that the board and dis-

trict administrators attended a training session on the open meetings law in late 2005 after the alleged violation came to light.

"I know that the Board of Education and I have learned from this situation and hope other school and governmental groups can better understand their responsibilities under the open meeting law through situations like this," Hughes said in a statement to the Journal Sentinel.

The department has been investigating the board since 2005, when the Greendale Taxpayers Group filed a complaint that says certain board members might have participated in "walking quorums" or other gatherings that concerned board business, in violation of the open meetings law.

The letter from Barnett identifies the October 2005

meeting at Irwin's home as such a gathering.

### Similar situation

According to the letter, the meeting was to discuss possible successors to Michael Lewis, who had resigned from the board the previous month.

"We also understand that approximately 20 minutes into this discussion, apparently, it occurred to one or both of you that a quorum of the School Board might be present," the letter states. "Following that realization, we understand that Dr. Slota left the gathering."

The letter says the presence of Schutte and Slota violated the open meetings law, because two of the then-sitting four members of the board created a presumption that the gathering was for board business.

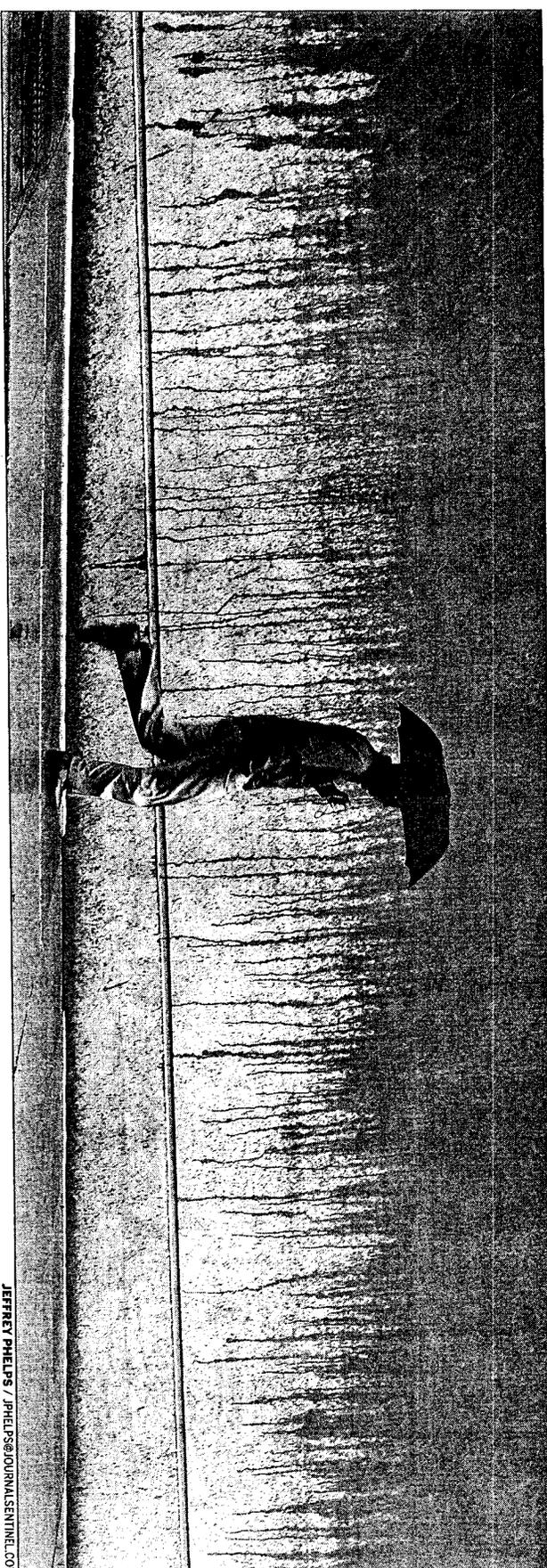
Barnett says the meeting is "all the more of concern," given a similar situation several months before, in July 2005,

when Schutte and Slota attended a Friends group meeting that included a discussion of how to advance district issues, including a failed referendum that had been on the spring 2005 ballot.

In that case, the letter states, Schutte, Slota and board member Judy Fong were present, the implications for the open meetings law were "immediately realized," and Fong left.

Slota said Fong's departure was a "textbook example" of how open meetings law violations can be avoided, but the department does "not take the same comfort from this incident ... particularly given the subsequent gathering in October," the letter says.

## DRIZZLED BACKDROP



Another example of a "small" violation? Spinning meetings violation? If so, open meetings law. I was a witness to a meeting session on 4-27-07. Jeff Blum

A man walks Thursday along N Milwaukee St near F Michigan St during a steady downpour. Showers are possible this morning before skies become only partly cloudy in the afternoon.

JEFFREY PHELPS / JPHELPS@JOURNALSENTINEL.COM



MEMO

TO: Common Council  
Mayor Laux

FROM: Jeff Brandt JSB

SUBJECT: Aldermen Salaries  
Mayoral Salaries

DATE: April 25, 2007

At the April 17, 2007 Common Council meeting, Joanna Rausch made a comment during the public participation portion of the meeting that Menasha's Aldermen were underpaid.

I have no opinion as to whether Menasha Aldermen are overpaid or underpaid. I did want to provide accurate information to the Common Council and the residents. I surveyed our local area and found the following:

<u>Municipality</u>	<u>Alderman</u>	<u>Council Per Diem</u>	<u>Mayor</u>
Neenah	3160/year	none	75,620
Appleton	5636/year	none	81,182
Oshkosh	2400/year	none	3000
Kaukauna	3600/year	none	64,482
Menasha	5190/year	60/day if event qualifies	64,000

Menasha increases for Aldermen since 1996 has been 64.8%. Mayor increases 17.4% and average increases for Department Heads 52.3%. The latest ordinance for increase for the Mayor and for the Aldermen has now been fully implemented. If anyone is desirous of sponsoring a new ordinance on this issue, the ordinance should be finalized prior to December 1, 2007.



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

MEMO

TO: Common Council  
Mayor Laux  
Department Heads

FROM: Jeff Brandt JSB

SUBJECT: CVMIC Work Plan

DATE: May 2, 2007

I have enclosed the CVMIC Work Plan as identified for 2007, which lists the identified goals for the remainder of the year. As with most goals, there provide a roadmap for future activity. Dependent on the changing needs of the City, we hope to satisfy most, if not all of these. Sue Nett and I will be meeting with Bruce Stenz of CMIC on May 14, 2007 to incorporate these goals, scheduled Safety training and to integrate the Health Department's takeover of the Safety program. Please contact Sue or me for any questions.

City of Menasha  
2007 Work Plan

2007 Work Plan Activity	Scheduled Date
Risk Management Assessment and Appendices (Bayer and Horner)	4-26-07
EPL Training for Supervisors and Managers (Cole) <i>(2007 Topic: Retaliation and Documentation)</i>	TBD
Playground Equipment Inspections	8-14-07
Facility Inspections (DPW Garage, Library, Police Administration)	11-20-07
Conduct Seasonal Employee Training (Aquatics) (Bloodborne Pathogens and Harassment)	5-23-07
Work Site Safe Practices Assessments	7-25-07
Conduct City-wide Harassment/Sexual Harassment Refresher Training	11-15-07 11-16-07  <i>Reserved for Menasha to Schedule Sessions</i>
Conduct <u>annually</u> required workplace safety and health training <u>for affected departmental employees</u> coordinated through Health Department: Bloodborne Pathogens, Hearing Conservation, and Lockout/Tagout	TBD
Develop and implement a City-wide Fleet Safety Policy	TBD
Ergonomic Assessments (Health Department)	1-31-07 2-13-07

Other Potential Opportunities for Improvement *(Sources: Risk Management Assessment and Fleet Safety Assessment Areas)*

- Asbestos Awareness Policy development and implementation - Health Department
- Lead Awareness Policy development and implementation - Health Department

- Flammable and Combustible Liquids Policy development and implementation
- Body Mechanics (Ergonomics and Safe Lifting) training



City of Menasha • Office of the Mayor  
Joseph F. Laux, Mayor

April 24, 2007

Alderman Don Merkes  
377 Nassau St.  
Menasha, WI. 54952

RE: Per Diem Request

Dear Alderman Merkes:

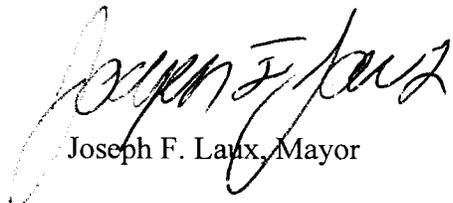
At the April 17<sup>th</sup> Common Council meeting you stated that you are entitled to the \$60 per diem per the personnel policy manual. On March 16, 1998 the Common Council adopted a new per diem policy. This policy identifies meeting eligibility and specifies that eligible meetings require a minimum of four hours participation.

This was explained to you at the council meeting; however, you have not withdrawn your request. It appears that you do not agree with the explanation and desire additional compensation that you are not entitled. If you desire additional compensation, any council member may recommend a change to the personnel policy. Further, if you feel the language is unclear, you may offer clarification of the language.

Under the current policy, you are not eligible for the per diem.

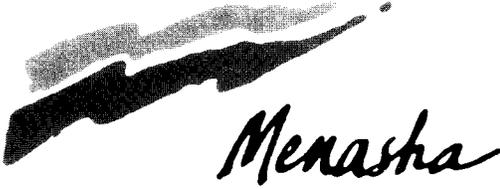
Alderman Merkes, you were called as a witness. The testimony you offered was in opposition to the City of Menasha's position. For the testimony against the City of Menasha, you are entitled to witness fees and mileage compensation. Although it is not stated in the manual, we did tell you that you are not entitled to double dip – receive both a per diem and witness fees.

Sincerely,



Joseph F. Laux, Mayor

CC: Common Council



City of Menasha • Office of the Mayor  
Joseph F. Laux, Mayor

MEMO

TO: Common Council  
FROM: Mayor Laux   
SUBJECT: IT Steering Committee  
DATE: 4/30/07

Sec. 2 – 4 – 13(b) establishes the procedure for the Mayor to appoint the members of the IT Steering Committee. They do not require Council confirmation. Consideration is to be given to those Department Heads or Supervisors who have projects planned for the upcoming year.

I have made the following appointments:

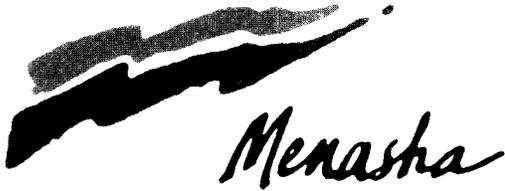
Clerk Galeazzi	Novus Agenda
Associate Planner Beckendorf	Govern
Chief Stanke	Continuous technology issues
Mark Radtke	Fleet and fuel management

The following are assigned per the ordinance:

Comptroller Stoffel

IT Director Lacey

Administration Chair Wisneski



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

MEMO

TO: Clerk Galeazzi  
Comptroller Stoffel

FROM: Jeff Brandt JSB

SUBJECT: Christopher Donner d/b/a The Vault

DATE: April 23, 2005

I have reviewed the paperwork submitted by Christopher Donner regarding his request for an \$8000 grant pursuant to sec. 7 -2 - 5 (g). I find everything to be in order. Please issue a check to Christopher Donner in the amount of \$8000. Please contact me if you have any questions.

April 5, 2007

Mr. Jeffrey S. Brandt  
City of Menasha Attorney  
140 Main Street  
Menasha, WI 54952

Dear Attorney Brandt:

I'm requesting the \$8,000 grant associated with the Class B Reserve License recently issued to me. I have met all the requirements.

Sincerely,



Christopher D. Donner  
The Vault  
175 Main Street, Menasha

**RECEIVED**  
APR 20 2007  
CITY OF MENASHA  
dgn



MEMO

TO: Common Council & Mayor Laux

FROM: Debbie Galeazzi, City Clerk

SUBJECT: Winnebago County Board of Canvass Minutes

DATE: May 1, 2007

Attached are the minutes from the Winnebago County Board of Canvass for the April 3, 2007 election. The City of Menasha is not listed in the minutes. This is a good thing. All of our reports and returns were done correctly, no errors were found.

This is due to the hard work and dedication of our poll workers. We have good, reliable poll workers that take their responsibility seriously.

**BOARD OF CANVASS**  
**April 5, 2007**  
**5<sup>th</sup> Floor Jury Room - Winnebago County Courthouse**

Present: Patricia Rabe, Deputy, Winnebago County Clerk; Vida Allen, Democrat;  
Jean Moxon, Republican.

Ms. Rabe called the Board of Canvass to order at 8:30 a.m. in the 5<sup>th</sup> Floor Jury Room in the Courthouse. The Board canvassed the April 3 election returns and results. The following issues were noted:

- ❖ Town of Algoma – The TSX results tape was in the ballot bag. It should be in the return envelope. The last voter number was not on the Inspectors' Statement.
- ❖ Town of Black Wolf – The last voter number was not on the Inspectors' Statement.
- ❖ Town of Clayton – There was an absentee ballot in the rejected envelope. The envelope was in the return envelope and there was no explanation on the Inspectors Statement.
- ❖ Town of Menasha,  
General Comments: There were 2 rejected absentee envelopes for some of the polling places. It appears some were rejected by the clerk before being forwarded to the polls. All absentee ballots should go to the polls and be dealt with there on election day.

Wards 1, 5 & 6 – The last voter number was not on the Inspectors' Statement.

Wards 2-4 – Voter numbers were off by 1, but there was no explanation on the Inspectors' Statement.

Wards 7, 8, 10 & 13 – The last voter number was not on the Inspectors' Statement. Voter numbers were off by two, but there was not an explanation on the Inspectors' Statement.

Wards 9, 11 & 12 – The last voter number was not on the Inspectors Statement.

- ❖ Town of Neenah – There should be an odd number of poll workers. There appears to have been an even number at times.
- ❖ Town of Nekimi – The last voter number was not on the Inspectors' Statement. Election Inspector signed working 1:30 – 8:00. Who was there between opening and 1:30? Only one signature showing working a.m. Voter numbers off by two, no explanation.
- ❖ Town of Nepeuskun – We are not sure who worked when. There only appears to be two working. Minimum of three needed. Town called our office during the day regarding issues with the TSX machine, but there is nothing noted on the Inspectors' Statement.
- ❖ Town of Oshkosh – TSX results tape was in the ballot bag, should be in Return Envelope.
- ❖ Town of Utica – If a second ballot is issued, reason should be given. If poll workers work different times, that should be noted on Inspectors' Statement. No OS tape in return envelope. No rejected envelope, but nothing noted on Inspectors' Statement saying anything rejected.

- ❖ Town of Vinland – Appears to be an even number of poll workers, it should be odd.
- ❖ Town of Winchester – Inspectors' Statement not signed.
- ❖ Town of Wolf River – The last voter number was missing on the Inspectors' Statement.
- ❖ City of Appleton, Ward 38 – Voter numbers were off. There was an explanation, but it was very confusing. No rejected or recreated envelopes returned.
- ❖ City of Neenah,
  - Wards 9-12, 30 – Number of votes cast is two less than last voter number. There is no explanation on the Inspectors' Statement.

Wards 21-26, 31, 34 – The last voter number was missing on the Inspectors' Statement.

- ❖ City of Oshkosh, Wards 1 & 2
  - Ward 1 – Two more ballots cast than last voter number. Explanation on Inspectors' Statement doesn't clearly explain.
  - Ward 2 – Last voter number is one more than actual voters. No write-ins recorded, but 2 were on the tapes.

Wards 3 & 4 – No Recreated Ballots envelope returned, but nothing noted in Inspectors Statement. Wards 3 has two more voters than last voter number. Ward 4 had two fewer voters than last voter numbers. I am assuming ballots were switched, but there was not an explanation on the Inspectors' Statement.

Wards 5 & 6 – Inspectors' Statement said ballots were recreated, but didn't say why.

Wards 7 & 8 – Recreated envelope with ballots in them were not in ballot bag. Ward 7 - Ballots cast were 9 more than last voter number. Nothing noted on Inspectors' Statement. Ward 8 – Ballots cast were 11 less than last voter number. Nothing noted on Inspectors' Statement.

Wards 9 & 10 – Numbers were off by one in each ward. Nothing noted on Inspectors' Statement.

Wards 11 & 12 – No recreated envelope, no explanation on Inspectors' Statement. Numbers were off by two in both wards, no explanation on Inspectors' Statement.

Wards 13 & 14 – No recreated envelope, no explanation on Inspectors' Statement. Numbers were off by two in both wards, no explanation on Inspectors' Statement.

Wards 19 & 20 – Numbers off by one in Ward 19 and two in Ward 20, no explanation on Inspectors' Statement.

Wards 23, 24 & 31 – No recreated envelope, no explanation on Inspectors' Statement.

Wards 25 & 35 – Numbers were off by one in both wards, no explanation on Inspectors' Statement.

Wards 26 & 27 – Numbers were off by one in both wards, no explanation on Inspectors' Statement.

Wards 28, 29 & 34 – TSX Ballots were in return envelope. No TSX results tape in return envelope. Ward 28 off by one and Ward 29 off by three, no explanation on Inspectors' Statement.

Wards 30 & 31 – No recreated envelope, no explanation on Inspectors' Statement. Ward 30 off by one, no explanation on Inspectors' Statement.

Wards 32, 33, 36 & 38 – Had rejected absentee ballot, per Inspectors' Statement, not in Rejected Envelope. Where is it? Ward 33 was off by one, no explanation on Inspectors' Statement.

#### **SUMMARY OF BOARD OF CANVASSER'S FINDINGS & RECOMMENDATIONS:**

- 1. Make sure ALL poll workers sign ALL forms (Inspectors' Statement, poll lists, envelopes, zero and results tapes).**
- 2. Make sure an odd numbers of poll workers are working at all times.**
- 3. Be sure to fill out the front page of the Inspectors' Statement completely— total numbers of voters, number of absentee voters, signatures of elections inspectors, time worked, etc. If there are not enough line for signatures, either squeeze them in or make another copy of the page for additional signatures.**
- 4. Complete Incident Log of Inspectors' Statement. If numbers are off for any reason, that needs to be noted. Canvassers have no idea what may have happened at the polls. If the total numbers of voters inserted on the Inspectors' Statement and the total number of votes (adding totals from OS and TSX results tapes) don't match. There should be some explanation on the Incident Log.**
- 5. Return all forms & envelopes whether they are used or not. If we don't get them back from you, we don't know if you used them and they got misplaced or lost.**
- 6. The TSX results tape must be separated from the TSX ballots and put in the Return Envelope.**
- 7. More care needs to be used at polling places with multiple ballots to ensure the correct ballot is given.**
- 8. Ballot bags need to be closed properly to prevent someone reaching in and taking things out without taking the closure off the bag.**

The Board of Canvass adjourned at approximately 2:45 p.m.

Respectfully submitted,

Patricia Rabe, Deputy  
Winnebago County Clerk



# Wisconsin Department of Transportation



4/30/2007

*To: Council  
Fr: Mayer*

## TRANSPORTATION DISTRICT 3

944 Vanderperren Way • P.O. Box 28080  
Green Bay, WI 54324-0080  
Telephone .....(920) 492-5643  
FAX .....(920) 492-5640

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

4660-07-71; APPLETON ROAD, CITY OF MENASHA; STH 047; WINNEBAGO

The Department of Transportation has awarded the contract on the above improvement on the basis of bids received on 3/13/2007. A copy of the report of the contract letting is enclosed for your information and files.

On the basis of the awarded bid, the Estimates of Costs and Financing are detailed in this report. **Note: This is only an estimate of work to be done. The actual project costs may vary. Variances may affect your budgeting process.**

You will be billed periodically on the basis of actually costs incurred. A final bill will be sent when all costs are determined.

**If you have any questions or concerns pertaining to your billings for the above project, please contact Jill Michaelson, Project Development Supervisor, at (920) 492-5698.**

*Dawn M. Sisel*

Dawn Sisel  
FOS Coordinator

DS/kmr

Enclosure

cc: Jill Michaelson, Project Development Supervisor

Wisconsin Department of Transportation  
PROJECT SUMMARY LOG

DATE : 04/20/07  
PAGE : 1

PCN	DESCRIPTION	FEDERAL/STATE PROJECT NUMBER	DETAIL	SOURCE
4660-07-71	APPLETON RD, CITY MENASHA	NH 2007253	Y	C





PROJECT AGREEMENT COST ESTIMATE

SELECTION LEVEL : 20070410014 PCN : 4660-07-71 FED/STA NO : NH 2007253 CONTRACT ID : 20070410014

PCN : 4660-07-71 APPLETON RD, CITY MENASHA  
9TH ST - N CNTY LINE  
NORTHEAST ASPHALT, INC

CATEGORY : 0010 ROADWAY ITEMS  
FUNDING SOURCE(S) AND PARTICIPATION : FED FEDERAL FUNDING  
STATE STATE FUNDING

80.00 %  
20.00 %

CONSTRUCTION TYPE : 06 4R MAINTENANCE-RESTORATION&REHABILITATION  
WORK CLASSIFICATION : SHRM SHRM PROJECT  
CONSTRUCTION CLASS : LET LET PROJECT ITEMS

CAT LENGTH : 1.5100 MILES  
CAT WIDTH : 0.0000 FEET

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0010	204.0110	REMOVING ASPHALTIC SURFACE	1,695.000	SY	2.10000	3,559.50
0020	204.0115	REMOVING ASPHALTIC SURFACE BUTT JOINTS	620.000	SY	1.00000	620.00
0030	204.0120	REMOVING ASPHALTIC SURFACE MILLING	53,170.000	SY	0.82000	43,599.40
0040	204.0150	REMOVING CURB & GUTTER	270.000	LF	5.76000	1,555.20
0050	204.0195	REMOVING CONCRETE BASES	12.000	EACH	100.00000	1,200.00
0060	213.0100	FINISHING ROADWAY (PROJECT) 4660-07-71	1.000	EACH	1,600.00000	1,600.00
0070	301.0100.S	QMP BASE AGGREGATE	305.000	TON	0.80000	244.00
0080	305.0110	BASE AGGREGATE DENSE 3/4- INCH	305.000	TON	22.35000	6,816.75
0090	335.0100	RUBBLIZING	17,396.000	SY	2.12000	36,879.52
0100	390.0201	BASE PATCHING ASPHALTIC	350.000	TON	90.00000	31,500.00
0110	455.0120	ASPHALTIC MATERIAL PG64-28	611.000	TON	465.00000	284,115.00
0120	455.0605	TACK COAT	2,700.000	GAL	1.50000	4,050.00
0130	460.1110	HMA PAVEMENT TYPE E-10	11,115.000	TON	25.50000	283,432.50
0140	460.2000	INCENTIVE DENSITY HMA PAVEMENT	6,000.000	DOL	1.00000	6,000.00
0150	460.3000	QMP HMA MIXTURE	11,115.000	TON	0.53000	5,890.95
0160	460.4100.S	REHEATING HMA LONGITUDINAL JOINTS	415.000	STY	1.00000	415.00
0170	465.0120	ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	300.000	TON	90.00000	27,000.00
0180	601.0409	CONCRETE CURB & GUTTER 30-INCH TYPE A	270.000	LF	18.00000	4,860.00
0190	611.8110	ADJUSTING MANHOLE COVERS	14.000	EACH	375.00000	5,250.00
0200	611.8115	ADJUSTING INLET COVERS	5.000	EACH	300.00000	1,500.00
0210	618.0100	MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 4660-07-71	1.000	EACH	100.00000	100.00
0220	619.1000	MOBILIZATION	1.000	EACH	2,350.00000	2,350.00
0230	628.1905	MOBILIZATIONS EROSION CONTROL	2.000	EACH	300.00000	600.00
0240	628.1910	MOBILIZATIONS EMERGENCY EROSION CONTROL	2.000	EACH	100.00000	200.00
0250	628.7015	INLET PROTECTION TYPE C	37.000	EACH	35.00000	1,295.00
0260	631.0300	SOD WATER	0.510	MGAL	300.00000	153.00
0270	631.1000	SOD LAWN	48.000	SY	10.00000	480.00
0280	634.0412	POSTS WOOD 4X4-INCH X 12-FT	5.000	EACH	35.00000	175.00
0290	634.0614	POSTS WOOD 4X6-INCH X 14-FT	74.000	EACH	45.00000	3,330.00
0300	637.0202	SIGNS REFLECTIVE TYPE II	629.000	SF	14.00000	8,806.00

SELECTION LEVEL : 20070410014 PCN : 4660-07-71 FED/STA NO : NH 2007253 CONTRACT ID : 20070410014

PCN : 4660-07-71 APPLETON RD, CITY MENASHA  
9TH ST - N CNTY LINE  
CONTRACTOR : NO14 NORTHEAST ASPHALT, INC

CATEGORY : 0010 ROADWAY ITEMS

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0310	638.2602	REMOVING SIGNS TYPE II	174.000	EACH	13.00000	2,262.00
0320	638.3000	REMOVING SMALL SIGN SUPPORTS	96.000	EACH	15.00000	1,440.00
0330	642.5201	FIELD OFFICE TYPE C	1.000	EACH	5,500.00000	5,500.00
0340	643.0100	TRAFFIC CONTROL (PROJECT) 4660-07-71	1.000	EACH	1,500.00000	1,500.00
0350	643.0300	TRAFFIC CONTROL DRUMS	24,754.000	DAYS	0.25000	6,188.50
0360	643.0420	TRAFFIC CONTROL BARRICADES TYPE III	6,387.000	DAYS	0.45000	2,874.15
0370	643.0705	TRAFFIC CONTROL WARNING LIGHTS TYPE A	14,086.000	DAYS	0.10000	1,408.60
0380	643.0715	TRAFFIC CONTROL WARNING LIGHTS TYPE C	6,063.000	DAYS	0.10000	606.30
0390	643.0900	TRAFFIC CONTROL SIGNS	7,451.000	DAYS	0.45000	3,352.95
0400	643.0905.S	TRAFFIC CONTROL COVERING SIGNS	9.000	EACH	25.00000	225.00
0410	643.2000	TRAFFIC CONTROL DETOUR (PROJECT) 4660-07-71	1.000	EACH	500.00000	500.00
0420	643.3000	TRAFFIC CONTROL DETOUR SIGNS	11,914.000	DAYS	0.25000	2,978.50
0430	646.0106	PAVEMENT MARKING EPOXY 4-INCH	26,395.000	LF	0.40000	10,558.00
0440	646.0126	PAVEMENT MARKING EPOXY 8-INCH	570.000	LF	0.90000	513.00
0450	646.0136	PAVEMENT MARKING EPOXY 12-INCH	30.000	LF	3.50000	105.00
0460	647.0166	PAVEMENT MARKING ARROWS EPOXY TYPE 2	35.000	EACH	120.00000	4,200.00
0470	647.0566	PAVEMENT MARKING STOP LINE EPOXY 18-INCH	259.000	LF	7.50000	1,942.50
0480	649.0100	TEMPORARY PAVEMENT MARKING 4-INCH	17,060.000	LF	0.22000	3,753.20
0490	649.0400	TEMPORARY PAVEMENT MARKING REMOVABLE TAPE	22,756.000	LF	0.80000	18,204.80
0500	650.8000	CONSTRUCTION STAKING RESURFACING REFERENCE	7,949.000	LF	0.10000	794.90
0510	652.0210	CONDUIT RIGID NONMETALLIC SCHEDULE 40	565.000	LF	2.55000	1,440.75
0520	652.0225	CONDUIT RIGID NONMETALLIC SCHEDULE 40	120.000	LF	4.00000	480.00
0530	652.0235	CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	135.000	LF	5.15000	695.25
0540	652.0615	CONDUIT SPECIAL 3-INCH	290.000	LF	15.00000	4,350.00
0550	652.0800	CONDUIT LOOP DETECTOR	720.000	LF	2.00000	1,440.00
0560	652.0900	LOOP DETECTOR SLOTS	665.000	LF	15.00000	9,975.00
0570	653.0105	PULL BOXES STEEL 12X24-INCH	4.000	EACH	340.00000	1,360.00
0580	653.0140	PULL BOXES STEEL 24X42-INCH	9.000	EACH	440.00000	3,960.00
0590	654.0101	CONCRETE BASES TYPE 1	6.000	EACH	385.00000	2,310.00
0600	654.0102	CONCRETE BASES TYPE 2	2.000	EACH	570.00000	1,140.00
0610	654.0215	CONCRETE CONTROL CABINET BASES TYPE 9	1.000	EACH	850.00000	850.00
0620	655.0700	LOOP DETECTOR LEAD IN CABLE	1,615.000	LF	0.95000	1,534.25
0630	655.0800	LOOP DETECTOR WIRE	1,765.000	LF	0.47000	829.55
0640	690.0100	SAWING EXISTING PAVEMENT	1,051.000	LF	0.90000	945.90
0650	690.0200	SAWING CONCRETE PAVEMENT FULL DEPTH	4,975.000	LF	1.30000	6,467.50

PROJECT AGREEMENT COST ESTIMATE

SELECTION LEVEL : 20070410014 PCN : 4660-07-71 FED/STA NO : NH 2007253 CONTRACT ID : 20070410014

PCN : 4660-07-71 APPLETON RD, CITY MENASHA  
9TH ST - N CNTY LINE  
CONTRACTOR : NO14 NORTHEAST ASPHALT, INC

CATEGORY : 0010 ROADWAY ITEMS

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0660	ASP.1T0A	ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	150.000	HRS	5.00000	750.00
0670	ASP.1T0G	ON-THE-JOB TRAINING GRADUATE AT \$5.00/HR	400.000	HRS	5.00000	2,000.00
0680	SPV.0090	SPECIAL 01. PAVEMENT MARKING CROSSWALK, 24-INCH, EPOXY	50.000	LF	10.00000	500.00
0690	SPV.0180	SPECIAL 01. PULVERIZED TOPSOIL	48.000	SY	12.00000	576.00
CATEGORY TOTAL						\$ 878,088.42

CATEGORY : 0020 NON-PARTICIPATING, TOWN OF MENASHA  
FUNDING SOURCE(S) AND PARTICIPATION : TOWN TOWN OF MENASHA

100.00 %

CONSTRUCTION TYPE : 06 4R MAINTENANCE-RESTORATION&REHABILITATION  
WORK CLASSIFICATION : SHRM SHRM PROJECT  
CONSTRUCTION CLASS : LET LET PROJECT ITEMS

CAT LENGTH : 0.0000 MILES  
CAT WIDTH : 0.0000 FEET

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0700	390.0201	BASE PATCHING ASPHALTIC	14.000	TON	90.00000	1,260.00
0710	611.8110	ADJUSTING MANHOLE COVERS	8.000	EACH	375.00000	3,000.00
0720	690.0200	SAWING CONCRETE PAVEMENT FULL DEPTH	168.000	LF	1.30000	218.40
CATEGORY TOTAL						\$ 4,478.40

PROJECT AGREEMENT COST ESTIMATE

SELECTION LEVEL : 20070410014 PCN : 4660-07-71 FED/STA NO : NH 2007253 CONTRACT ID : 20070410014

PCN : 4660-07-71 APPLETON RD, CITY MENASHA  
9TH ST - N CNTY LINE  
CONTRACTOR : NO14 NORTHEAST ASPHALT, INC

CATEGORY : 0030 NON-PARTICIPATING, CITY OF MENASHA  
FUNDING SOURCE(S) AND PARTICIPATION : CITY CITY OF MENASHA

100.00 %

CONSTRUCTION TYPE : 06 4R MAINTENANCE-RESTORATION&REHABILITATION  
WORK CLASSIFICATION : SHRM SHRM PROJECT  
CONSTRUCTION CLASS : LET LET PROJECT ITEMS

CAT LENGTH : 0.0000 MILES  
CAT WIDTH : 0.0000 FEET

LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
0730	390.0201	BASE PATCHING ASPHALTIC	4.000	TON	90.00000	360.00
0740	611.8110	ADJUSTING MANHOLE COVERS	2.000	EACH	375.00000	750.00
0750	690.0200	SAWING CONCRETE PAVEMENT FULL DEPTH	48.000	LF	1.30000	62.40

CATEGORY TOTAL \$ 1,172.40

PROJECT TOTAL \$ 883,739.22

ESTIMATE TOTAL \$ 883,739.22

ESTIMATE NUMBER: 20070410014

PROJECT CONTROL NO.	CATEGORY	COST	CONSTRUCTION PERCENT	ENGINEERING AMOUNT	TOTAL AMOUNT	FUNDING SOURCE	FUNDING AMOUNT
4660-07-71	0010 ROADWAY ITEMS	\$ 878,088.42	15.00	\$ 131,713.26	\$ 1,009,801.68	FED STATE	\$ 807,841.34
				TOTAL FOR CATEGORY 0010			\$ 201,960.34
				TOTAL FOR CATEGORY 0010			\$ 1,009,801.68
4660-07-71	0020 NON-PARTICIPATING, TOWN OF MENASHA	\$ 4,478.40	15.00	\$ 671.76	\$ 5,150.16	TOWN	\$ 5,150.16
				TOTAL FOR CATEGORY 0020			\$ 5,150.16
4660-07-71	0030 NON-PARTICIPATING, CITY OF MENASHA	\$ 1,172.40	15.00	\$ 175.86	\$ 1,348.26	CITY	\$ 1,348.26
				TOTAL FOR CATEGORY 0030			\$ 1,348.26
				TOTAL FOR PROJECT 4660-07-71			\$ 1,016,300.10
				ESTIMATE TOTAL			\$ 1,016,300.10

Wisconsin Department of Transportation  
 FUNDING SUMMARY BY UNIT

04/20/07  
 PAGE NO. 1

PROJECT CONTROL NUMBER : 4660-07-71  
 PROJECT NUMBER : NH 2007253

UNIT	FUND CLASS	CITY	CITY OF MENASHA	COST	CONST ENGR	TOTAL	FUNDING
	000			\$ 1,172.40	\$ 175.86	\$ 1,348.26	\$ 1,348.26
				-----			
				FUND CLASS CITY TOTALS \$ 1,172.40	\$ 175.86	\$ 1,348.26	\$ 1,348.26
				-----			
	FUND CLASS	FED	FEDERAL FUNDING	\$ 878,088.42	\$ 131,713.26	\$ 1,009,801.68	\$ 807,841.34
				-----			
				FUND CLASS FED TOTALS \$ 878,088.42	\$ 131,713.26	\$ 1,009,801.68	\$ 807,841.34
				-----			
	FUND CLASS	STATE	STATE FUNDING	\$ 878,088.42	\$ 131,713.26	\$ 1,009,801.68	\$ 201,960.34
				-----			
				FUND CLASS STATE TOTALS \$ 878,088.42	\$ 131,713.26	\$ 1,009,801.68	\$ 201,960.34
				-----			
	FUND CLASS	TOWN	TOWN OF MENASHA	\$ 4,478.40	\$ 671.76	\$ 5,150.16	\$ 5,150.16
				-----			
				FUND CLASS TOWN TOTALS \$ 4,478.40	\$ 671.76	\$ 5,150.16	\$ 5,150.16
				-----			
				PROJECT TOTALS \$ 883,739.22	\$ 132,560.88	\$ 1,016,300.10	\$ 1,016,300.10



Approved by Wisconsin Department of Regulation and Licensing

For Sale By Owner Madison  
Madison, Wisconsin  
Page 1 of 5

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 **BROKER DRAFTING THIS OFFER ON** 4/26/07 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~

2 **GENERAL PROVISIONS** The Buyer, HABITAT FOR HUMANITY OF THE GREATER FOX CITIES AREA  
3 offers to purchase the Property known as [Street Address] 535 FIRST STREET

4 in the CITY of MENASHA, County of WINNEBAGO

5 Wisconsin (Insert additional description, if any, at lines 180 - 186, 318 - 321 or attach as an addendum per line 316), on the following terms:

6 ■ **PURCHASE PRICE:** ONE DOLLAR  
7 \_\_\_\_\_ Dollars (\$ 1.00 )

8 ■ **EARNEST MONEY** of \$ NONE accompanies this Offer and earnest money of \$ NONE  
9 will be paid within \_\_\_\_\_ days of acceptance.

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

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear  
12 of encumbrances, all fixtures, as defined at lines 124 - 132 and as may be on the Property on the date of this Offer, unless excluded  
13 at lines 15 - 16, and the following additional items: NONE

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** NONE

17 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on  
18 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**  
19 **whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

20 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or  
21 before MAY 1, 2007 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

22 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices  
23 to a Party shall be effective only when accomplished by one of the methods specified at lines 24 - 33.

24 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account  
25 with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 27 or  
26 29 (if any) for delivery to the Party's delivery address at lines 28 or 30.

27 Seller's recipient for delivery (optional): \_\_\_\_\_  
28 Seller's delivery address: 140 MAIN STREET, MENASHA, WI 54952

29 Buyer's recipient for delivery (optional): \_\_\_\_\_  
30 Buyer's delivery address: HABITAT FOR HUMANITY 1500 APPLETON ROAD, MENASHA, WI 54952

31 (2) By giving the document or written notice personally to the Party, or the Party's recipient for delivery if an individual is designated at lines 27 or 29.

32 (3) By fax transmission of the document or written notice to the following telephone number:  
33 Buyer: ( 920 ) 954-8390 Seller: ( 920 ) 967-5272

34 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines  
35 293 through 297). At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property  
36 belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

37 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said  
38 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~  
39 lease(s), if any, are \_\_\_\_\_

40 **RENTAL WEATHERIZATION** This transaction (is) (is not) ~~STRIKE ONE~~ exempt from State of Wisconsin Rental Weatherization  
41 Standards (Wis. Admin. Code Comm 67). If not exempt, (Buyer) (Seller) ~~STRIKE ONE~~ will be responsible for compliance,  
42 including all costs. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or EILAN'S TITLE  
44 \_\_\_\_\_ no later than JUNE 30 2007 unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges,  
46 garbage pick-up and other private and municipal charges, property owner's association assessments, fuel and NONE

47 \_\_\_\_\_ Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day  
48 prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if  
49 known, otherwise on the net general real estate taxes for the preceding year) ( \_\_\_\_\_ ) ~~STRIKE AND COMPLETE AS APPLICABLE~~

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**  
52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice  
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate  
56 Condition Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this  
57 Offer by reference ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and \_\_\_\_\_

58 \_\_\_\_\_  
**INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**

- 59 ■ A "condition affecting the Property or transaction" is defined as follows: [Page 2 of 5, WB-11]  
60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the  
61 Property or the present use of the Property;  
62 (b) completed or pending reassessment of the Property for property tax purposes;  
63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;  
64 (d) construction or remodeling on Property for which required state or local permits had not been obtained;  
65 (e) any land division involving the subject Property, for which required state or local approvals had not been obtained;  
66 (f) violation of applicable state or local smoke detector laws; *NOTE: State law requires operating smoke detectors on all levels  
67 of all residential properties.*  
68 (g) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;  
69 (h) that a structure on the Property is designated as an historic building or that any part of Property is in an historic district;  
70 (i) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;  
71 (j) mechanical systems inadequate for the present use of the Property;  
72 (k) insect or animal infestation of the Property;  
73 (l) conditions constituting a significant health or safety hazard for occupants of Property; *Note: Specific federal lead paint  
74 disclosure requirements must be complied with in the sale of most residential properties built before 1978.*  
75 (m) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not  
76 limited to gasoline and heating oil which are currently or which were previously located on the Property; *NOTE: Wis. Act. Code,  
77 Chapter Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.*  
78 (n) material violations of environmental laws or other laws or agreements regulating the use of the Property;  
79 (o) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;  
80 (p) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with  
81 knowledge of the nature and scope of the condition or occurrence.
- 82 ■ **REAL ESTATE CONDITION REPORT:** Wisconsin law requires owners of property which includes 1-4 dwelling units to provide  
83 buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited,  
84 sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal  
85 representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides:  
86 "709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . . ,  
87 to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within  
88 the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written  
89 notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition  
90 Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should  
91 review the report form or consult with an attorney for additional information regarding these rescission rights.
- 92 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total acreage  
93 or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other  
94 reasons, unless verified by survey or other means. Buyer also acknowledges that there are various formulas used to calculate  
95 total square footage of buildings and that total square footage figures will vary dependent upon the formula used. **CAUTION: Buyer  
96 should verify total square footage formula, total square footage/acreage figures, land, building or room dimensions, if material.**
- 97 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the  
98 inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such  
99 inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property  
100 to its original condition after Buyer's inspections are completed, unless otherwise agreed with Seller. An "inspection" is defined as  
101 an observation of the Property which does not include testing of the Property, other than testing for leaking carbon monoxide, or  
102 testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.
- 103 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of  
104 the Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the  
105 Property and the laboratory or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically  
106 provided for at lines 180 - 186, 318 - 321 or in an addendum per line 316. Note: Any contingency authorizing such tests should  
107 specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present),  
108 any limitations on Buyer's testing and any other material terms of the contingency (e.g., Buyer's obligation to return the Property  
109 to its original condition). Seller acknowledges that certain inspections or tests may detect environmental pollution which may be  
110 required to be reported to the Wisconsin Department of Natural Resources.
- 111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing,  
112 Buyer shall have the right to inspect the Property to determine that there has been no significant change in the condition of the  
113 Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has elected to cure have  
114 been repaired in a good and workmanlike manner.
- 115 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing  
116 or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear.  
117 If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be  
118 obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed  
119 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should  
120 Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage  
121 to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy. However, if this  
122 sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of  
123 restoring the Property.
- 124 ■ **FIXTURES:** A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land or  
125 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
126 removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures,  
127 including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting  
128 fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;  
129 water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; attached antennas, satellite dishes and  
130 component parts; garage door openers and remote controls; installed security systems; central vacuum systems and accessories;  
131 in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent  
132 foundations and decks/plans on permanent foundations. *NOTE: The terms of the Offer will determine what items are  
133 included/excluded. Address rented fixtures (e.g., water softeners), if any.*

134 PROPERTY ADDRESS: 555 FIRST STREET

(page 3 of 5, WB-11)

135 **TIME IS OF THE ESSENCE** "Time Is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;

136 (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:

137 \_\_\_\_\_ If "Time is of the Essence" applies

138 to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not

139 apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

140 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by

141 excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.

142 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under

143 Wisconsin or Federal law, and other day designated by the President such that the postal service does not received registered mail

144 or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such

145 as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines

146 expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

147 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 149 - 163 ARE A PART OF THIS OFFER IF LINE 149 IS MARKED,**

148 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 149 IS MARKED N/A OR IS NOT MARKED.**

149  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_

150 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer.

151 The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,

152 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_

153 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private

154 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to

155 exceed \_\_\_\_\_ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's

156 other closing costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted

157 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain

158 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 159 OR 160.**

159  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

160  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall

161 be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The

162 maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may

163 be adjusted to reflect interest changes.

164 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and

165 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other

166 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan

167 commitment at line 150. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy

168 the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER AND**

169 **AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**

170 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

171 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if

172 Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

173 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already

174 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same

175 including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this

176 Offer, Seller shall then have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms

177 set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's

178 notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably

179 appropriate to determine Buyer's credit worthiness for Seller financing.

180 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_

181 \_\_\_\_\_

182 (1) THIS OFFER IS CONTINGENT UPON HABITAT FOR HUMANITY BOARD OF DIRECTOR'S APPROVAL BY

183 MAY 21, 2007

184 (2) SELLER MUST ENSURE GAS AND ELECTRIC HAVE BEEN DISCONNECTED FROM THE PROPERTY.

185 \_\_\_\_\_

187 **TITLE EVIDENCE**

188 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or

189 other conveyance as provided herein) free and clear of all liens and encumbrances, except municipal and zoning ordinances

190 and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building

191 and use restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_

192 \_\_\_\_\_ (provided none

193 of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller

194 further agrees to complete and execute the documents necessary to record the conveyance. **WARNING: Municipal and zoning**

195 **ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore**

196 **should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.**

197 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount

198 of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**

199 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

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

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

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

219 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
 220 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be  
 221 considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to,  
 222 or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent  
 223 of the party receiving the notice. A Party may not unilaterally restate a contingency after a notice of a contingency waiver has been  
 224 received by the other Party. The delivery/receipt provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable  
 225 (see lines 24 - 30) or when a party will not be personally available to receive a notice (see line 286)). Buyer and Seller authorize the agents of  
 226 Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement  
 227 service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

228 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions  
 229 of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability  
 230 for damages or other legal remedies.

231 If Buyer defaults, Seller may:

232 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
 233 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to  
 234 return the earnest money and have the option to sue for actual damages.

235 If Seller defaults, Buyer may:

236 (1) sue for specific performance; or  
 237 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

247 **EARNEST MONEY**

248 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's  
 249 agent if Property is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as  
 250 provided in the Offer. **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**  
 251 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

252 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
 253 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At  
 254 closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall  
 255 be disbursed according to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code s. RL  
 256 18.09(1)(b) provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse).  
 257 If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
 258 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2)  
 259 into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any  
 260 other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
 261 Interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed  
 262 \$250, prior to disbursement.

263 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
 264 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
 265 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
 266 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
 267 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
 268 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
 269 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
 270 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations  
 271 concerning earnest money. See Wis. Adm. Code Ch. RL 18.

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

275 PROPERTY ADDRESS: 535 FIRST STREET (page 5 of 5, WB-11)

276 OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 278 THROUGH 317 ARE A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X".  
277 THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK (EXCEPT AS PROVIDED AT LINES 280 - 281).

278  SALE OF BUYER'S PROPERTY CONTINGENCY: This offer is contingent upon the sale and closing of Buyer's property  
279 located at \_\_\_\_\_, no later than

280 \_\_\_\_\_ Seller may keep Seller's Property on the market for sale and accept secondary offers. If this contingency is  
281 made a part of this Offer, lines 282 - 285 are also a part of this offer unless marked N/A at line 282 or otherwise deleted.

282  CONTINUED MARKETING: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of  
283 acceptance. If Buyer does not deliver to Seller a written waiver of sale of Buyer's property contingency and \_\_\_\_\_  
284 \_\_\_\_\_ [INSERT OTHER

285 REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR PROVIDING  
286 EVIDENCE OF SALE OR BRIDGE LOAN, etc.) within \_\_\_\_\_ hours of Buyer's actual receipt of said notice, this Offer shall be null and void.

287  SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of  
288 written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any  
289 deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may  
290 declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer  
291 is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All other Offer  
292 deadlines which are run from acceptance shall run from the time this Offer becomes primary.

293  PRE/POST CLOSING OCCUPANCY: Occupancy of \_\_\_\_\_ shall be  
294 given to Buyer on \_\_\_\_\_ at \_\_\_\_\_ am/pm. (Seller/Buyer) ~~STRIKE ONE~~ shall pay an  
295 occupancy charge of \$ \_\_\_\_\_ per day or partial day of pre/post-closing occupancy. Payment shall be due at the beginning of the  
296 occupancy period. Any unearned post closing occupancy fee (shall)(shall not) ~~STRIKE ONE~~ be refunded based on actual occupancy.

297 CAUTION: Consider a special agreement regarding occupancy, escrow, insurance, utilities, maintenance, keys, etc.  
298  INSPECTION CONTINGENCY: This Offer is contingent upon a Wisconsin registered home inspector performing a home  
299 inspection of the Property, and an inspection, by a qualified independent inspector, of \_\_\_\_\_  
300 \_\_\_\_\_ which discloses no defects as defined below. This contingency

301 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller, and to listing broker if Property is  
302 listed, a copy of the inspector's written inspection report(s) and a written notice listing the defect(s) identified in the inspection  
303 report(s) to which Buyer objects. CAUTION: A proposed amendment will not satisfy this notice requirement. Buyer shall order  
304 the inspection and be responsible for all costs of inspection, including any inspections required by lender or as follow-up inspections to  
305 the home inspection. Note: This contingency only authorizes inspections, not testing. (See lines 97 - 110.)

306  RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ have a right to cure the defects. (Seller shall have a right to cure if no choice is indicated.)  
307 If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering a written notice within 10 days of receipt of Buyer's notice of Seller's election  
308 to cure defects, (2) curing the defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done no later than  
309 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report and: (1) Seller does not have a right  
310 to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure.

311  "DEFECT" DEFINED: For the purposes of this contingency, a defect is defined as a structural, mechanical or other condition  
312 that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future  
313 occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or have a significant adverse  
314 effect on the expected normal life of the Property. Defects do not include structural, mechanical or other conditions the nature and  
315 extent of which Buyer had actual knowledge or written notice before signing this Offer.

316  ADDENDA: The attached \_\_\_\_\_ is/are made part of this Offer.  
317 **ADDITIONAL PROVISIONS/CONTINGENCIES** SEE ATTACHMENT A

318 \_\_\_\_\_  
319 \_\_\_\_\_  
320 \_\_\_\_\_

321 This Offer was drafted on 4/26/07 [date] by [Licensee and firm] GREG KEIL  
322 (x) [Signature] JUDY WYENBERG, EXECUTIVE DIRECTOR 39-1742974 04/26/07  
323 Buyer's Signature  Print Name Here:  GREATER FOX CITIES AREA HABITAT FOR HUMANITY Social Security No. or FEIN  Date

324 (x) \_\_\_\_\_  
325 Buyer's Signature  Print Name Here:  Social Security No. or FEIN  Date

326 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 247 - 271.)  
327 \_\_\_\_\_ Broker (By) \_\_\_\_\_

328 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER  
329 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON  
330 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.  
331 (x) \_\_\_\_\_

332 Seller's Signature  Print Name Here:  Social Security No. or FEIN  Date

333 (x) \_\_\_\_\_  
334 Seller's Signature  Print Name Here:  Social Security No. or FEIN  Date

335 This Offer was presented to the Seller by GREG KEIL on 4/26/07 at 2:30 a.m./p.m.  
336 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter] \_\_\_\_\_  
337 \_\_\_\_\_ Seller Initials  Date  Seller Initials  Date

**Attachment A**

1. Sale is subject to the approval of the City of Menasha Plan Commission and Common Council.
2. Buyer shall raze the existing structure within 30 days of closing. Buyer shall be responsible for the cost of demolition.
3. Seller shall haul and dispose of demolition debris from the razed structure. Seller's cost for hauling and disposal shall be added to the seller's acquisition cost and shall be included in a mortgage as described in paragraph 6 below.
4. Buyer shall construct a single family residence with a minimum of a single stall attached or detached garage within twelve months of closing.
5. All driveway surfaces shall be paved with asphalt or other material approved by the City of Menasha Community Development Department.
6. Buyer shall either repay at closing seller's acquisition and disposal costs or shall provide to the seller a recordable mortgage for those costs. Such mortgage shall be assumable by a subsequent income eligible purchaser, shall carry no interest and shall be repaid upon the sale of the property by the buyer's purchaser.

By \_\_\_\_\_

ORDINANCE O - 7 - 07

AN ORDINANCE RELATING TO Dwellings for Watchmen

Introduced by Mayor Laux

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

SECTION 1: Sec. 13 – 1 – 31 (d)(2) is created to read as follows:

(2) Dwellings for Watchmen.

SECTION 2: Sec. 13 – 1 – 160 (a) (36) is hereby created to read as follows:

(36) Dwellings for Watchmen: A dwelling unit whose occupancy is limited to an employee of the entity owning or conducting operations on the site whose job responsibilities include site security.

SECTION 3: Sec. 13 – 1 – 160 (a)(36) to 13 – 1- 160 (a)(128) are renumbered as 13 -1 – 160 (a)(37) to 13 – 1 – 160 (a) (129).

SECTION 4: 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

# RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning May, 2007; ending October 31, 2007

TO THE GOVERNING BODY of the:  Town of  Village of  City of } **MENASHA**

County of **WINNEBAGO** Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

CHECK ONE  Individual  Partnership  Limited Liability Company  
 Corporation  Nonprofit Organization

**Complete A or B. All must complete C.**

A. Individual or Partnership:  
 Full Name(s) (Last, First and Middle Name) \_\_\_\_\_ Home Address \_\_\_\_\_  
 Post Office & Zip Code \_\_\_\_\_

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Menasha Athletic Assn. (Mac's)  
 Address of Corporation/Limited Liability Company (if different from licensed premises) P.O. Box 342 Menasha

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	David R. Romnek	1161 Woodland Dr.	Menasha 54952
Vice President/Member	Donald Kuehl	838 Milwaukee St.	Menasha 54952
Secretary/Member	Jean H. Smogoleski	1306 Dunning St.	Menasha 54952
Treasurer/Member	Gary L. Cospman	1248 Meadowview Dr.	Menasha 54952
Agent	David R. Romnek		

C. 1. Trade Name Menasha Mac's Business Phone Number \_\_\_\_\_  
 2. Address of Premises 1200 Geneva Rd. - Koslo Park Post Office & Zip Code P.O. Box 342, Menasha

3. Is agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Koslo Park Concession Stand
5. Legal description (omit if street address is given above): \_\_\_\_\_
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any municipality? If yes, complete reverse side  Yes  No
- b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side  Yes  No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license?  Yes  No
- If yes, explain. \_\_\_\_\_
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee?  Yes  No
- If not, explain. \_\_\_\_\_
9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776]  Yes  No
10. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?  Yes  No

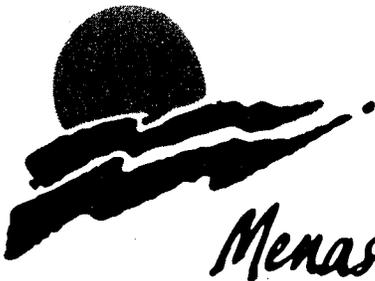
**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

**SUBSCRIBED AND SWORN TO BEFORE ME**  
 this 30th day of March, 2007  
Reborah A. Salviaggi  
 (Clerk/Notary Public)  
 My commission expires 8/10/08

David R. Romnek  
 (Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)  
Gary Cospman  
 (Officer of Corporation/Member/Manager of Limited Liability Company /Partner)  
Jean H. Smogoleski  
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Applicant's Wisconsin Seller's Permit Number: <u>243456</u>	
Federal Employer Identification Number (FEIN): <u>39-6175099</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 50.00
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ 25.00
<b>TOTAL FEE</b>	<b>\$ 75.00</b>

TO BE COMPLETED BY CLERK		
Date received and filed with municipal clerk <u>3/30/08</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk



Menasha

City of Menasha • Department of Community Development

To: Debbie Galeazzi  
From: Building Inspection Department  
Date: 4/27/07

~~20020000~~

**RE: Liquor License Inspection**

MENASHA MAC J

Address: 1200 GENEVA RD

The premise at the above address has been inspected for compliance with State and Local Building Codes and found to be:

**COMPLIANT**

**NON - COMPLIANT**  
Recommend delaying license approval until all Violations are corrected.

Respectfully submitted

Dennis Jansen

Dan Coffey

City of Menasha Building Inspector

City of Menasha Building Inspector



City of Menasha • Health Services

**Date:** May 3, 2007

**To:** City of Menasha Common Council

**From:** Todd Drew, R.S. – Sanitarian  
City of Menasha Health Department

**Re: Liquor License Inspection conducted at Koslo Park Pavillion**

An inspection was conducted at the Koslo Park Pavilion regarding a liquor license application.

The health inspection conducted in this building included standard sanitation, equipment condition, food safety, plumbing, employee hygiene, toilet and hand washing facilities, insect and rodent control and general condition using Wisconsin Administrative Code and the Wisconsin Food Code (Food Establishment Code) as a basis for inspection procedures.

The inspection conducted in this establishment did not cite any health-related violations which would necessitate a recommendation to hold this liquor license application.

If you should have any questions regarding this information, please do not hesitate to contact me.



## **Memorandum**

---

TO: Debbie Galeazzi, City of Menasha Clerk

FROM: Assistant Chief/Fire Marshall Al Auxier

DATE: May 3, 2007

RE: Liquor License, Menasha Macs

There are no problems at the Koslo Park Facility at this time and the Liquor License can be approved for the Menasha Macs.

# RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning May, 2007; ending October 31, 2007

TO THE GOVERNING BODY of the:  Town of } MENASHA  
 Village of }  
 City of }

County of WINNEBAGO Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

CHECK ONE  Individual  Partnership  Limited Liability Company  
 Corporation  Nonprofit Organization

**Complete A or B. All must complete C.**

A. Individual or Partnership:  
 Full Name(s) (Last, First and Middle Name) \_\_\_\_\_ Home Address \_\_\_\_\_  
 Post Office & Zip Code \_\_\_\_\_

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ \_\_\_\_\_  
 Address of Corporation/Limited Liability Company (if different from licensed premises) ▶ \_\_\_\_\_  
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>JEFF CHEW</u>	<u>1308 NINTH ST</u>	<u>MENASHA 54952</u>
Vice President/Member	<u>DEBBIE CHEW</u>	<u>949 NINTH ST</u>	<u>MENASHA 54952</u>
Secretary/Member	<u>SCOTT MILLIGAN</u>	<u>1300 DUNNING</u>	<u>MENASHA 54952</u>
Treasurer/Member	<u>BRIAN JULIUS</u>	<u>1308 NINTH ST</u>	<u>MENASHA 54952</u>
Agent ▶	<u>DEBBIE CHEW</u>		
Directors/Managers			

C. 1. Trade Name ▶ MENASHA TWINS Business Phone Number \_\_\_\_\_  
 2. Address of Premises ▶ GENEVA RD Post Office & Zip Code ▶ MENASHA 54952

3. Is agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) \_\_\_\_\_
5. Legal description (omit if street address is given above): \_\_\_\_\_
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any municipality? **If yes, complete reverse side**  Yes  No  
 b. Are **charges for any offenses presently pending** (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? **If yes, explain fully on reverse side**  Yes  No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license?  Yes  No  
**If yes, explain.** \_\_\_\_\_
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee?  Yes  No  
**If not, explain.** \_\_\_\_\_
9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776]  Yes  No
10. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

**SUBSCRIBED AND SWORN TO BEFORE ME.**  
 this 29<sup>th</sup> day of March, 2007  
Deborah A. Maleazzi  
 (Clerk/Notary Public)  
 My commission expires 8/10/08

Jeffrey J. Chew  
 (Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)  
Debbie Chew  
 (Officer of Corporation/Member/Manager of Limited Liability Company /Partner)  
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Applicant's Wisconsin Seller's Permit Number: _____	
Federal Employer Identification Number (FEIN): _____	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 50.00
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ 25.00
<b>TOTAL FEE</b>	<b>\$ 75.00</b>

Date received and filed with municipal clerk <u>3/29/07</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk



City of Menasha • Department of Community Development

To: Debbie Galeazzi  
From: Building Inspection Department  
Date: 4/27/07

**RE: Liquor License Inspection**

MENASHA TWINS

Address: GENEVA RD

The premise at the above address has been inspected for compliance with State and Local Building Codes and found to be:

**COMPLIANT**

**NON - COMPLIANT**  
Recommend delaying license approval until all Violations are corrected.

Respectfully submitted

Dennis Jansen

City of Menasha Building Inspector

Dan Coffey

City of Menasha Building Inspector



City of Menasha • Health Services

**Date:** May 3, 2007

**To:** City of Menasha Common Council

**From:** Todd Drew, R.S. – Sanitarian  
City of Menasha Health Department



**Re: Liquor License Inspection conducted at Koslo Park Pavillion**

An inspection was conducted at the Koslo Park Pavilion regarding a liquor license application.

The health inspection conducted in this building included standard sanitation, equipment condition, food safety, plumbing, employee hygiene, toilet and hand washing facilities, insect and rodent control and general condition using Wisconsin Administrative Code and the Wisconsin Food Code (Food Establishment Code) as a basis for inspection procedures.

The inspection conducted in this establishment did not cite any health-related violations which would necessitate a recommendation to hold this liquor license application.

If you should have any questions regarding this information, please do not hesitate to contact me.



## **Memorandum**

---

TO: Debbie Galeazzi, City of Menasha Clerk

FROM: Assistant Chief/Fire Marshall Al Auxier

DATE: May 3, 2007

RE: Liquor License, Menasha Twins

There are no problems at the Koslo Park Facility at this time and the Liquor License can be approved for the Menasha Twins.



MEMO

To: Common Council

From: Debbie Galeazzi, City Clerk *DG*

Subject: Official City Newspaper

Date: May 2, 2007

The Post-Crescent was the only quote received for publishing council proceedings and other city advertising for the ensuing year. The rates quoted are the same as last year.

Wis. Stats. 985.06 states that the eligible newspaper making the lowest effective bid for the city's legal notices shall be awarded the contract.

Eligibility is determined pursuant to Wis. Stats. 985.03.

# THE POST-CRESCENT

---

April 20, 2007

Deborah A. Galeazzi  
City Clerk  
City of Menasha  
140 Main St.  
Menasha, WI 54952

Dear Ms. Galeazzi

In accordance with the legal advertising rates established by the State of Wisconsin as well as the May 1st, 2007 legal bid deadline, we are pleased to quote you the following legal advertising rates for the publication of council proceedings and other city legal advertising for the upcoming year.

The publication of city council proceedings and other city advertising are to be charged at classified line rates:

The Post-Crescent	\$ .7416 per line first insertion
	\$ .5827 per line subsequent insertions

For advertising to be paid for by the column inch:

The Post-Crescent	\$8.50 per column inch first insertion
	\$6.69 per column inch subsequent insertions

The Post-Crescent- Facsimile Ballots

	\$11.25 per column inch first insertion
	\$8.86 per column inch subsequent insertions

Thank you for the opportunity to serve your community.

Sincerely,

  
Marilyn Duquaine  
Classified Sales Manager

**RECEIVED**  
MAY 1 2007  
CITY CLERK  
MENASHA



MEMORANDUM

TO: Administration Committee Chairman Wisneski and the members of the City of Menasha Administration Committee

FROM: City Comptroller/Treasurer Stoffel *ts*

DATE: 04/26/07

SUBJECT: Disposal of Surplus Cell Phones

Included with this memorandum is a listing of cell phones which have been replaced and the signed approval of the Department Heads to dispose of those cell phones

Also included is a press release from the Winnebago County Crime Prevention Fund which would accept our used cell phones and return them to the community for use by seniors and crime victims. The actual units have limited value. The volunteers with the fund would make the necessary changes to the phones so they could be used. I would like the Committee to consider donating our used cell phones to this worthy cause.

<u>Department</u>	<u>Type of Phone</u>	<u>Department</u>	<u>Type of Phone</u>
<b><u>Park and Recreation</u></b>		<b><u>Health Department</u></b>	
Brian Tungate	LG VX3100A	Sue Nett	LG VX3100A
Bob Huss	LG VX3100A	Todd Drew	Kyocera Phantom
Parks	Kyocera Phantom	Senior center	LG VX3100A
Recreation	Kyocera Phantom	Amy Winninghoff	LG VX3100A
<b><u>Finance</u></b>		<b><u>Police</u></b>	
Tom Stoffel	Kyocera Phantom	Bob Stanke	LG VX3100A
Assessor's Office	LG VX3100A	Ron Bouchard	LG VX3100A
Assessor's Office	LG VX3100A	Mike Brunn	LG VX3100A
<b><u>City Attorney</u></b>		Dave Jagla	LG VX3100A
Jeff Brandt	LG VX3100A	Jim Verkuilen	LG VX3100A
<b><u>Community Development</u></b>		Mark Mauthe	LG VX3100A
Greg Keil	LG VX3100A	Aaron Zemlock	LG VX3100A
<b><u>Mayor</u></b>		Nick Oleszak	LG VX3100A
Joseph Laux	Kyocera 7135	Jeff Jorgenson	LG VX3100A
<b><u>Public Works</u></b>		Lieutenant	Nokia 3586i
Mark Radtke	Kyocera Phantom	Squad 20	Nokia 3586i
Tim Jacobson	LG VX3100A	Squad 21	Nokia 3586i
Mechanics	LG VX3100A	Squad 22	Nokia 3586i
Tim Montour	Kyocera Phantom	Squad 24	Nokia 3586i
Adam Alix	LG VX3100A		
Jeff Nieland	LG VX3100A		
Corey Gordon	Kyocera Phantom		
Charlie Hutter	Kyocera Phantom		
Al Conger	Kyocera Phantom		



MEMORANDUM

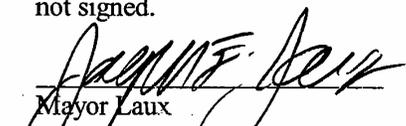
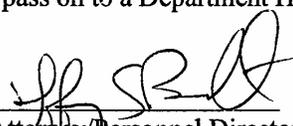
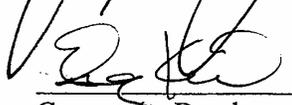
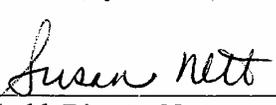
TO: Mayor Laux  
City Attorney/Personnel Director Brandt  
Community Development Director Keil  
Health Director Nett  
Director of Public Works Radtke  
Police Chief Stanke  
Parks and Recreation Director Tungate

FROM: City Comptroller/Treasurer Stoffel

DATE: 04/24/06

SUBJECT: Disposal of surplus cell phones

Recently the City upgraded the cell phones supplied to City employees. The “old” cell phones have been collected and need to be disposed of. This may be accomplished by selling them or donating them to a non-profit organization. Disposal of this inventory of items requires Department Head approval. Attached is a listing of the cell phones which would be disposed of, the department which previously had control of those cell phones and an estimate of the bid that could be generated if placed on eBay for auction. Please sign below indicating your willingness to dispose of the “old” cell phone(s) previously supplied to your department. After signing, please pass on to a Department Head that has not signed.

 _____ Mayor Laux	 _____ City Attorney/Personnel Director Brandt
 _____ Community Development Director Keil	 _____ Health Director Nett
 _____ Public Works Director Radtke	 _____ Police Chief Stanke
 _____ Parks and Recreation Director Tungate	 _____ City Comptroller/Treasurer Stoffel

## PRESS RELEASE

911 Cell Phone Bank and the **Winnebago County Crime Prevention Fund (Reducing Crime Enhancing Safety)**, partner to help seniors and crime victims by collecting, distributing cell phones.

Under the partnership, funds will be raised and free emergency 911 cell phones will be provided to those in need.

**Ocala, Florida, March 28, 2006-RMS Communications Group Inc.** a leading recycler and re-marketer of old cell phones, announced today it has entered into a partnership agreement with the **Winnebago County Crime Prevention Fund**, to raise funds and provide free emergency cell phones for local crime victims and senior citizens.

Under the agreement, the **Winnebago County Crime Prevention Fund**, will collect used phones in the community which will be turned over to RMS for re-marketing through the company's 911 Cell Phone Bank program, which operates via a Website, [www.911CellPhoneBank.com](http://www.911CellPhoneBank.com). In return, RMS will provide the Winnebago County Crime Prevention Fund with 911 phones as well as cash to be used for the crime prevention fund.

Residents who have unused cell phone are encouraged to drop them off at collection points throughout the county, or call to have phones picked up. Locations can be found and pickups can be arranged by call the Winnebago County Sheriff's Office Crime Prevention Unit at (920) 236-7309 or (920) 727-2888 ext.7309.

Crime Prevention Coordinator Deputy Steve Herman of the Sheriff's Office States **"The phones that we get back from RMS are given to seniors or to people who may have been victims of violent crimes. Even if the phones never get used, it gives people a real sense of safety and security."**

**"If people in the community know they can help support these programs by simply donating a used cell phone that they aren't using anyway, who isn't going to do that? It's a real win-win situation."**

James Mosieur, chief executive officer of RMS Communications Group Inc., said Winnebago County Sheriff's Office and other agencies around the country are signing up to participate in the 911 Cell Phone Bank Program.

**“We started the 911 Cell Phone Bank program more than a year ago, and it has already raised more than a quarter-million dollars for various law enforcement needs.” Mosieur said. “No need is greater than supporting law enforcement agencies who work so tirelessly on behalf of their local communities.”**

The Winnebago County Sheriff’s Office has designated the following Cell Phone drop off sites.

- Menasha Senior Center  
116 Main St.  
Menasha, WI 54952
- Oshkosh Senior Center  
200 N. Campbell Rd.  
Oshkosh, WI 54902
- Omro Area Community Center  
130 W. Larrabee St.  
Omro, WI 54963
- Pickett Community Center  
6687 State Rd. 44  
Pickett, WI 54964

**You may also drop used cell phones off at any law enforcement agency in Winnebago County. Let them know the phones are being turned in for the Winnebago county Crime Prevention Fund Cell Phone Program.**

For further information on this program or other Crime Prevention Programs Contact Crime Prevention Coordinator Deputy Steve Herman at the Sheriff’s Office at 236-7309 or 727-2888 ext. 7309 or e-mail: [sherman@co.winnebago.wi.us](mailto:sherman@co.winnebago.wi.us)

Approved by Wisconsin Department of Regulation and Licensing

For Sale By Owner Madison, Wisconsin Page 1 of 5

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 **BROKER DRAFTING THIS OFFER ON** 4/26/07 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~STRIKE TWO~~

2 **GENERAL PROVISIONS** The Buyer, HABITAT FOR HUMANITY OF THE GREATER FOX CITIES AREA  
3 offers to purchase the Property known as [Street Address] 535 FIRST STREET

4 in the CITY of MENASHA, County of WINNEBAGO

5 Wisconsin (Insert additional description, if any, at lines 180 - 186, 318 - 321 or attach as an addendum per line 316), on the following terms:

6 ■ **PURCHASE PRICE:** ONE DOLLAR  
7 \_\_\_\_\_ Dollars (\$ 1.00 )

8 ■ **EARNEST MONEY** of \$ NONE accompanies this Offer and earnest money of \$ NONE  
9 will be paid within \_\_\_\_\_ days of acceptance.

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

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear  
12 of encumbrances, all fixtures, as defined at lines 124 - 132 and as may be on the Property on the date of this Offer, unless excluded  
13 at lines 15 - 16, and the following additional items: NONE

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** NONE

17 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on  
18 separate but identical copies of the Offer. **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider**  
19 **whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

20 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or  
21 before MAY 1, 2007 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

22 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices  
23 to a Party shall be effective only when accomplished by one of the methods specified at lines 24 - 33.

24 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account  
25 with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 27 or  
26 29 (if any) for delivery to the Party's delivery address at lines 28 or 30.

27 Seller's recipient for delivery (optional): \_\_\_\_\_  
28 Seller's delivery address: 140 MAIN STREET, MENASHA, WI 54952

29 Buyer's recipient for delivery (optional): \_\_\_\_\_  
30 Buyer's delivery address: HABITAT FOR HUMANITY 1500 APPLETON ROAD, MENASHA, WI 54952

31 (2) By giving the document or written notice personally to the Party, or the Party's recipient for delivery if an individual is designated at lines 27 or 29.

32 (3) By fax transmission of the document or written notice to the following telephone number:  
33 Buyer: (920) 954-8390 Seller: (920) 967-5272

34 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines  
35 293 through 297). At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property

36 belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

37 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said  
38 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~  
39 lease(s), if any, are \_\_\_\_\_

40 **RENTAL WEATHERIZATION** This transaction (is) (is not) ~~STRIKE ONE~~ exempt from State of Wisconsin Rental Weatherization  
41 Standards (Wis. Admin. Code Comm 67). If not exempt, (Buyer) (Seller) ~~STRIKE ONE~~ will be responsible for compliance,  
42 including all costs. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or EQUUS TITLE  
44 \_\_\_\_\_ no later than JUNE 30, 2007 unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges,  
46 garbage pick-up and other private and municipal charges, property owner's association assessments, fuel and NONE

47 \_\_\_\_\_ Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day  
48 prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if  
49 known, otherwise on the net general real estate taxes for the preceding year) ( \_\_\_\_\_ ) ~~STRIKE AND COMPLETE AS APPLICABLE~~

50 \_\_\_\_\_ ) ~~STRIKE AND COMPLETE AS APPLICABLE~~

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**  
52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice  
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate  
56 Condition Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this

57 Offer by reference ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~ and \_\_\_\_\_  
58 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.

- 59 ■ A "condition affecting the Property or transaction" is defined as follows: [Page 2 of 5, WB-11]  
60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the  
61 Property or the present use of the Property;  
62 (b) completed or pending reassessment of the Property for property tax purposes;  
63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;  
64 (d) construction or remodeling on Property for which required state or local permits had not been obtained;  
65 (e) any land division involving the subject Property, for which required state or local approvals had not been obtained;  
66 (f) violation of applicable state or local smoke detector laws; *NOTE: State law requires operating smoke detectors on all levels*  
67 *of all residential properties.*  
68 (g) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;  
69 (h) that a structure on the Property is designated as an historic building or that any part of Property is in an historic district;  
70 (i) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;  
71 (j) mechanical systems inadequate for the present use of the Property;  
72 (k) insect or animal infestation of the Property;  
73 (l) conditions constituting a significant health or safety hazard for occupants of Property; *Note: Specific federal lead paint*  
74 *disclosure requirements must be complied with in the sale of most residential properties built before 1978.*  
75 (m) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not  
76 limited to gasoline and heating oil which are currently or which were previously located on the Property; *NOTE: Wis. Act. Code,*  
77 *Chapter Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.*  
78 (n) material violations of environmental laws or other laws or agreements regulating the use of the Property;  
79 (o) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;  
80 (p) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with  
81 knowledge of the nature and scope of the condition or occurrence.
- 82 ■ **REAL ESTATE CONDITION REPORT:** Wisconsin law requires owners of property which includes 1-4 dwelling units to provide  
83 buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited,  
84 sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal  
85 representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides:  
86 "709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . . ,  
87 to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within  
88 the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written  
89 notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition  
90 Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should  
91 review the report form or consult with an attorney for additional information regarding these rescission rights.
- 92 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land, building or room dimensions, or total acreage  
93 or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other  
94 reasons, unless verified by survey or other means. Buyer also acknowledges that there are various formulas used to calculate  
95 total square footage of buildings and that total square footage figures will vary dependent upon the formula used. **CAUTION: Buyer**  
96 **should verify total square footage formula, total square footage/acreage figures, land, building or room dimensions, if material.**
- 97 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the  
98 inspections are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such  
99 inspection reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property  
100 to its original condition after Buyer's inspections are completed, unless otherwise agreed with Seller. An "inspection" is defined as  
101 an observation of the Property which does not include testing of the Property, other than testing for leaking carbon monoxide, or  
102 testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.
- 103 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of  
104 the Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the  
105 Property and the laboratory or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically  
106 provided for at lines 180 - 186, 318 - 321 or in an addendum per line 316. Note: Any contingency authorizing such tests should  
107 specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present),  
108 any limitations on Buyer's testing and any other material terms of the contingency (e.g., Buyer's obligation to return the Property  
109 to its original condition). Seller acknowledges that certain inspections or tests may detect environmental pollution which may be  
110 required to be reported to the Wisconsin Department of Natural Resources.
- 111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing,  
112 Buyer shall have the right to inspect the Property to determine that there has been no significant change in the condition of the  
113 Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has elected to cure have  
114 been repaired in a good and workmanlike manner.
- 115 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing  
116 or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear.  
117 If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be  
118 obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed  
119 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should  
120 Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage  
121 to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy. However, if this  
122 sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of  
123 restoring the Property.
- 124 ■ **FIXTURES:** A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land or  
125 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
126 removable without damage to the Property, items specifically adapted to the Property, and items customarily treated as fixtures,  
127 including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting  
128 fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;  
129 water heaters and softeners; sump pumps; attached or fitted floor coverings; awnings; attached antennas, satellite dishes and  
130 component parts; garage door openers and remote controls; installed security systems; central vacuum systems and accessories;  
131 in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent  
132 foundations and decks/plans on permanent foundations. *NOTE: The terms of the Offer will determine what items are*  
133 *included/excluded. Address rented fixtures (e.g., water softeners), if any.*

134 PROPERTY ADDRESS: 535 FIRST STREET

(page 3 of 5, WB-11)

135 **TIME IS OF THE ESSENCE** "Time Is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;  
 136 (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:

137 \_\_\_\_\_ If "Time is of the Essence" applies  
 138 to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not  
 139 apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

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

147 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 149 - 163 ARE A PART OF THIS OFFER IF LINE 149 IS MARKED,**  
 148 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 149 IS MARKED N/A OR IS NOT MARKED.**

149  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_

150 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer.  
 151 The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,  
 152 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_.  
 153 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private  
 154 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to  
 155 exceed \_\_\_\_\_ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's  
 156 other closing costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted  
 157 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain  
 158 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 159 OR 160.**

159  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

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

164 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and  
 165 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other  
 166 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan  
 167 commitment at line 150. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy  
 168 the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER AND**  
 169 **AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**  
 170 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

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

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

180 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_

181 \_\_\_\_\_  
 182 (1) THIS OFFER IS CONTINGENT UPON HABITAT FOR HUMANITY BOARD OF DIRECTOR'S APPROVAL BY  
 183 MAY 21, 2007

184 (2) SELLER MUST ENSURE GAS AND ELECTRIC HAVE BEEN DISCONNECTED FROM THE PROPERTY.  
 185 \_\_\_\_\_

187 **TITLE EVIDENCE**

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

192 \_\_\_\_\_ (provided none  
 193 of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller  
 194 further agrees to complete and execute the documents necessary to record the conveyance. **WARNING: Municipal and zoning**  
 195 **ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore**  
 196 **should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.**

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

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

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

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

219 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
 220 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be  
 221 considered an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to,  
 222 or actual receipt by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent  
 223 of the party receiving the notice. A Party may not unilaterally restate a contingency after a notice of a contingency waiver has been  
 224 received by the other Party. The delivery/receipt provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable  
 225 (see lines 24 - 30) or when a party will not be personally available to receive a notice (see line 286)). Buyer and Seller authorize the agents of  
 226 Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement  
 227 service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

228 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions  
 229 of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability  
 230 for damages or other legal remedies.

231 If Buyer defaults, Seller may:

232 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
 233 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) direct Broker to  
 234 return the earnest money and have the option to sue for actual damages.

235 If Seller defaults, Buyer may:

236 (1) sue for specific performance; or  
 237 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

#### 247 **EARNEST MONEY**

248 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (buyer's  
 249 agent if Property is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as  
 250 provided in the Offer. **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties**  
 251 **or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

252 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
 253 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At  
 254 closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall  
 255 be disbursed according to a written disbursement agreement signed by all Parties to this Offer (Note: Wis. Adm. Code s. RL  
 256 18.09(1)(b) provides that an offer to purchase is not a written disbursement agreement pursuant to which the broker may disburse).  
 257 If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
 258 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2)  
 259 into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any  
 260 other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
 261 Interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed  
 262 \$250, prior to disbursement.

263 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
 264 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
 265 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
 266 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
 267 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
 268 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
 269 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
 270 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations  
 271 concerning earnest money. See Wis. Adm. Code Ch. RL 18.

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

275 PROPERTY ADDRESS: 535 FIRST STREET (page 5 of 5, WB-11)

276 OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 278 THROUGH 317 ARE A PART OF THIS OFFER IF MARKED, SUCH AS WITH AN "X".  
277 THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK (EXCEPT AS PROVIDED AT LINES 280 - 281).

278  SALE OF BUYER'S PROPERTY CONTINGENCY: This offer is contingent upon the sale and closing of Buyer's property  
279 located at \_\_\_\_\_, no later than

280 \_\_\_\_\_ Seller may keep Seller's Property on the market for sale and accept secondary offers. If this contingency is  
281 made a part of this Offer, lines 282 - 285 are also a part of this offer unless marked N/A at line 282 or otherwise deleted.

282  CONTINUED MARKETING: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of  
283 acceptance. If Buyer does not deliver to Seller a written waiver of sale of Buyer's property contingency and \_\_\_\_\_

284 \_\_\_\_\_ [INSERT OTHER  
285 REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR PROVIDING  
286 EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within \_\_\_\_\_ hours of Buyer's actual receipt of said notice, this Offer shall be null and void.

287  SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of  
288 written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any  
289 deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may  
290 declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer  
291 is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All other Offer  
292 deadlines which are run from acceptance shall run from the time this Offer becomes primary.

293  PRE/POST CLOSING OCCUPANCY: Occupancy of \_\_\_\_\_ shall be  
294 given to Buyer on \_\_\_\_\_ at \_\_\_\_\_ am/pm. (Seller/Buyer) ~~STRIKE ONE~~ shall pay an  
295 occupancy charge of \$ \_\_\_\_\_ per day or partial day of pre/post-closing occupancy. Payment shall be due at the beginning of the  
296 occupancy period. Any unearned post closing occupancy fee (shall)(shall not) ~~STRIKE ONE~~ be refunded based on actual occupancy.

297 CAUTION: Consider a special agreement regarding occupancy, escrow, insurance, utilities, maintenance, keys, etc.  
298  INSPECTION CONTINGENCY: This Offer is contingent upon a Wisconsin registered home inspector performing a home  
299 inspection of the Property, and an inspection, by a qualified independent inspector, of \_\_\_\_\_

300 \_\_\_\_\_ which discloses no defects as defined below. This contingency  
301 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller, and to listing broker if Property is  
302 listed, a copy of the inspector's written inspection report(s) and a written notice listing the defect(s) identified in the inspection  
303 report(s) to which Buyer objects. CAUTION: A proposed amendment will not satisfy this notice requirement. Buyer shall order  
304 the inspection and be responsible for all costs of inspection, including any inspections required by lender or as follow-up inspections to  
305 the home inspection. Note: This contingency only authorizes inspections, not testing. (See lines 97 - 110.)

306  RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ have a right to cure the defects. (Seller shall have a right to cure if no choice is indicated.)  
307 If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering a written notice within 10 days of receipt of Buyer's notice of Seller's election  
308 to cure defects, (2) curing the defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done no later than  
309 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report and: (1) Seller does not have a right  
310 to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure.

311  DEFECT DEFINED: For the purposes of this contingency, a defect is defined as a structural, mechanical or other condition  
312 that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future  
313 occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or have a significant adverse  
314 effect on the expected normal life of the Property. Defects do not include structural, mechanical or other conditions the nature and  
315 extent of which Buyer had actual knowledge or written notice before signing this Offer.

316  ADDENDA: The attached \_\_\_\_\_ is/are made part of this Offer.  
317 **ADDITIONAL PROVISIONS/CONTINGENCIES** SEE ATTACHMENT A

318 \_\_\_\_\_  
319 \_\_\_\_\_  
320 \_\_\_\_\_

321 This Offer was drafted on 4/26/07 [date] by [Licensee and firm] GREG KEIL  
322 (X) [Signature] JUDY WYENBERG, EXECUTIVE DIRECTOR 39-1742974 04/26/07  
323 Buyer's Signature  Print Name Here:  GREATER FOX CITIES AREA HABITAT FOR HUMANITY Social Security No. or FEIN  Date

324 (X) \_\_\_\_\_  
325 Buyer's Signature  Print Name Here:  Social Security No. or FEIN  Date

326 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 247 - 271.)  
327 \_\_\_\_\_ Broker (By) \_\_\_\_\_

328 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER  
329 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON  
330 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

331 (X) \_\_\_\_\_  
332 Seller's Signature  Print Name Here:  Social Security No. or FEIN  Date

333 (X) \_\_\_\_\_  
334 Seller's Signature  Print Name Here:  Social Security No. or FEIN  Date

335 This Offer was presented to the Seller by GREG KEIL on 4/26/07 at 2:30 a.m./p.m.  
336 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter] \_\_\_\_\_

337 Seller Initials  Date  Seller Initials  Date

Attachment A

1. Sale is subject to the approval of the City of Menasha Plan Commission and Common Council.
2. Buyer shall raze the existing structure within 30 days of closing. Buyer shall be responsible for the cost of demolition.
3. Seller shall haul and dispose of demolition debris from the razed structure. Seller's cost for hauling and disposal shall be added to the seller's acquisition cost and shall be included in a mortgage as described in paragraph 6 below.
4. Buyer shall construct a single family residence with a minimum of a single stall attached or detached garage within twelve months of closing.
5. All driveway surfaces shall be paved with asphalt or other material approved by the City of Menasha Community Development Department.
6. Buyer shall either repay at closing seller's acquisition and disposal costs or shall provide to the seller a recordable mortgage for those costs. Such mortgage shall be assumable by a subsequent income eligible purchaser, shall carry no interest and shall be repaid upon the sale of the property by the buyer's purchaser.

By \_\_\_\_\_

## CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 4/19/07-5/3/07 Checks # 12147-12396	\$1,581,713.02
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Payroll Checks for 4/19/07-5/3/07 Checks # 31709-32002	<u>156,339.95</u>
---	-------------------

Total	\$1,738,052.97
-------	----------------

\*\*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.

Date: Thursday, April 19, 2007  
 Time: 01:11PM  
 User: JSASSMAN

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

Page: 1 of 12  
 Report: 03630Alt.rpt  
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
<b>01103 ACTION ELECTRIC</b>		31100	44	04-302-000	30.00	REFUND/PROJECT CANCELLED
	Check Date <b>4/19/2007</b>	Check Nbr	<b>012147</b>		Check Total:	<b>30.00</b>
<b>01315 AIRGAS NORTH CENTRAL</b>	105441453	31731	54	10-149-300	94.89	OXYGEN/ACETYLENE CYLINDERS
	Check Date <b>4/19/2007</b>	Check Nbr	<b>012148</b>		Check Total:	<b>94.89</b>
<b>01765 APPLETON STEEL INC</b>	19979	31100	55	07-202-240	8.20	BATHROOM DOOR VENT/CLOVIS
	Check Date <b>4/19/2007</b>	Check Nbr	<b>012149</b>		Check Total:	<b>8.20</b>
<b>19120 AT&amp;T</b>	920R09453004	31100	51	10-115-221	69.90	MONTHLY CHARGES
	920R09453004	31201	54	10-301-221	187.22	MONTHLY CHARGES
	Check Date <b>4/19/2007</b>	Check Nbr	<b>012197</b>		Check Total:	<b>257.12</b>
<b>02040 BADGER HIGHWAYS CO INC</b>	134702	31100	54	10-134-300	190.04	MILWAUKEE/BROAD STORM SEWER
	134725	31100	54	10-134-300	248.43	MILWAUKEE/BROAD MASON SAND/MIX
	Check Date <b>4/19/2007</b>	Check Nbr	<b>012150</b>		Check Total:	<b>438.47</b>
<b>02407 BERGSTROM GM OF NEENAH</b>	204292	31731	54	10-149-383	8.08	SEAL
	Check Date <b>4/19/2007</b>	Check Nbr	<b>012151</b>		Check Total:	<b>8.08</b>
<b>02756 DONALD BROCK</b>	041707	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	Check Date <b>4/19/2007</b>	Check Nbr	<b>012152</b>		Check Total:	<b>675.00</b>
<b>03070 CALUMET COUNTY TREASURER</b>	041307	31100	21	04-229-000	170.00	DOG LICENSES 4581-4630
	Check Date <b>4/19/2007</b>	Check Nbr	<b>012153</b>		Check Total:	<b>170.00</b>
<b>03225 CB SUPPLY COMPANY INC</b>	0131171-IN	31731	54	10-149-383	38.97	TARPS/DUMP TRUCKS
	Check Date <b>4/19/2007</b>	Check Nbr	<b>012154</b>		Check Total:	<b>38.97</b>

Date: Thursday, April 19, 2007  
 Time: 01:11PI  
 User: JSASSMAN

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

Page: 2 of 12  
 Report: 03630Alt.rpt  
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
<b>03315 CHAMP SOFTWARE INC</b>	3046	31100	51	04-109-243	3,903.00	MEDICAL CHARTING SOFTWARE
Check Date	4/19/2007	Check Nbr	012155		Check Total:	3,903.00
<b>03667 CONNECTING CULTURES INTERPRETG</b>	1903	31100	53	09-102-215	7.42	XENG XIONG INTERPRETATION
Check Date	4/19/2007	Check Nbr	012157		Check Total:	7.42
<b>03737 COVER-ALL</b>	502D	31482	54	10-124-822	50,700.00	40% DEPOSIT COVERALL BUILDING
Check Date	4/19/2007	Check Nbr	012158		Check Total:	50,700.00
<b>04135 DAVIS &amp; KUELTHAU SC</b>	041107	31100	51	04-101-332	54.00	SEMINARS/MICHALKIEWICZ/PACK
Check Date	4/19/2007	Check Nbr	012159		Check Total:	54.00
<b>04255 DIEBOLD ELECTION SYSTEMS</b>	108397	31100	51	02-117-243	25.00	POWER SUPPLY
	8006016	31100	51	02-117-243	18.63	CLOCK CHIP/ELECTION EQUIPMENT
Check Date	4/19/2007	Check Nbr	012160		Check Total:	43.63
<b>06115 FERRELLGAS</b>	1015215579	31731	54	10-149-300	23.78	PRESSURE WASHER/GARAGE
	1014998996	31266	54	10-307-300	69.39	TOWMOTOR
Check Date	4/19/2007	Check Nbr	012161		Check Total:	93.17
<b>06565 FOX VALLEY HUMANE ASSOCIATION</b>	041207	31100	53	08-115-250	1,282.83	1/2 ANNUAL CONTRACT/2 ANIMALS
Check Date	4/19/2007	Check Nbr	012162		Check Total:	1,282.83
<b>06680 FRONTLINE UNIFORM</b>	652	31100	52	08-109-300	59.99	UNIFORM/POLICE AUXILIARY
	426	31100	52	08-109-300	119.30	UNIFORM/POLICE AUXILIARY
	323	31100	52	08-109-300	90.00	UNIFORM/POLICE AUXILIARY
Check Date	4/19/2007	Check Nbr	012163		Check Total:	269.29
<b>07525 SANDY GRENLIE</b>	041707	31100	51	02-104-332	12.00	CLERK DISTRICT MEETING/MAY 10
Check Date	4/19/2007	Check Nbr	012164		Check Total:	12.00

Date: Thursday, April 19, 2007  
 Time: 01:11PM  
 User: JSASSMAN

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

Page: 3 of 12  
 Report: 03630Alt.rpt  
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
<b>08495 HORN PRECAST</b>	1111	31100	54	10-134-300	1,108.00	CATCH BASIN RISER RINGS/PRECAST
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012165</b>		<b>Check Total:</b>	<b>1,108.00</b>
<b>09290 INTERSTATE BATTERY OF GREEN BA</b>	70009188	31100	53	09-212-240	143.90	FLOOR MACHINE/SENIOR CENTER
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012166</b>		<b>Check Total:</b>	<b>143.90</b>
<b>10335 JX ENTERPRISES INC</b>	D270860042	31731	54	10-149-383	210.48	SUPPORT ARMREST ASSEMBLY
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012167</b>		<b>Check Total:</b>	<b>210.48</b>
<b>11030 KAEMPFER &amp; ASSOCIATES INC</b>	12896	31201	54	10-301-212	1,199.82	INDUSTRIAL DISCHARGER REG PROG
	12897	31201	54	10-301-212	2,237.81	INDUSTRIAL DISCHARGER REG PROG
	12898	31201	54	10-301-212	356.87	WW COLLECTION SYS REHAB IMPROV
	12899	31201	54	10-301-212	5,599.46	WW COLLECTION SYS REHAB IMPROV
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012168</b>		<b>Check Total:</b>	<b>9,393.96</b>
<b>11365 KUNDINGER FLUID POWER INC</b>	P-39842-0	31731	54	10-149-383	12.95	HYDRAULIC FITTINGS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012169</b>		<b>Check Total:</b>	<b>12.95</b>
<b>12205 LARSON ENGINEERING OF WI</b>	0008275	31100	56	03-202-212	570.00	FOUNDATION INVESTIGATIONS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012170</b>		<b>Check Total:</b>	<b>570.00</b>
<b>12250 LAWSON PRODUCTS INC</b>	5444139	31731	54	10-149-300	273.56	STOCK SUPPLIES
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012171</b>		<b>Check Total:</b>	<b>273.56</b>
<b>12450 LINCOLN CONTRACTORS SUPPLY INC</b>	10349670	31100	54	10-134-315	875.00	CHAIN SAW PACKAGE
	10349670	31201	54	10-301-315	1,224.75	CHAIN SAW PACKAGE
	10349230	31100	54	10-121-300	259.00	SAW BLADE
	10349230	31100	54	10-121-300	-259.00	REVERSE ENTRY/CHANGE ACCT #
	10349230	31100	54	10-121-315	259.00	SAW BLADE
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13095 MARSHALL & ILSLEY TRUST CO	041907	31100	21	04-415-000	157.38	FLEX SPEND MEDICAL
	041907	31100	21	04-417-000	96.15	FLEX SPEND DEPENDENT CARE
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012173</b>		<b>Check Total:</b>	<b>253.53</b>
13120 MARTENSON & EISELE INC	39972a	31485	54	10-111-212	2,917.00	OUT OF SCOPE FEE/PROVINCE TERR
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012174</b>		<b>Check Total:</b>	<b>2,917.00</b>
13149 MATTHEWS COMMERCIAL TIRE CTR	019639	31731	54	10-149-382	673.08	MOUNT/DISMOUNT/VALVE STEM/SUPL
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012175</b>		<b>Check Total:</b>	<b>673.08</b>
13270 MCNEILUS TRUCK & MFG COMPANY	136826	31731	54	10-149-383	82.71	GRIPPER ARM BELT/BUCKLE
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012176</b>		<b>Check Total:</b>	<b>82.71</b>

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<b>13360 MENASHA ELECTRIC &amp; WATER UTILI</b>	002661	31201	54	10-302-250	18,431.95	FEB SEWER CHARGE
	040407	31100	12	04-399-000	786.69	FIRE/430 FIRST
	040407	31100	12	04-399-000	5.27	TRAFFIC LIGHTS/AIRPORT/APP RD
	040407	31100	12	04-399-000	164.23	FIRE/430 FIRST
	040407	31100	52	08-101-223	1,086.37	POLICE/430 FIRST
	040407	31100	52	08-101-225	226.80	POLICE/430 FIRST
	040407	31100	54	10-131-223	643.98	TRAFFIC LIGHTS/PLANK & LONDON
	040407	31100	54	10-131-225	20.35	TRAFFIC LIGHTS/3RD & MANITOWOC
	040407	31731	54	10-149-223	1,287.76	455 BALDWIN
	040407	31731	54	10-149-225	291.67	455 BALDWIN
	040407	31201	54	10-301-223	63.06	LIFT STATIONS/DEPERE & 12TH
	040407	31266	54	10-308-223	8.48	RECYCLING/455 BALDWIN
	040407	31100	55	06-101-223	2,207.04	LIBRARY/440 FIRST
	040407	31100	55	06-101-225	379.24	LIBRARY/440 FIRST
	040407	31100	55	07-202-223	1,355.69	PARKS/1000 GENEVA
	040407	31100	55	07-202-225	20.19	LIFT STATIONS/999 BRIGHTON DR
	040407	31100	55	07-203-223	162.80	SWIM POOL
	040407	31100	55	07-203-225	277.92	SWIM POOL
	040407	31100	55	10-215-223	234.99	TAYCO ST BRIDGE
032307	31731	54	10-149-223	9.50	SALT SHED	
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012177</b>	<b>Check Total:</b>	<b>27,663.98</b>	
<b>13370 MENASHA EMPLOYEES CREDIT UNION</b>	041907	31100	21	04-299-020	1,811.05	DEDUCTIONS
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012178</b>	<b>Check Total:</b>	<b>1,811.05</b>
<b>13375 MENASHA EMPLOYEES LOCAL 1035</b>	041907	31100	21	04-299-031	232.00	UNION DUES
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012179</b>	<b>Check Total:</b>	<b>232.00</b>
<b>13400 MENASHA JOINT SCHOOL DISTRICT</b>	041607	31100	41	04-103-000	5,940.61	APRIL MOBILE HOME TAX
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012180</b>	<b>Check Total:</b>	<b>5,940.61</b>

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<b>13460 CITY OF MENASHA TREASURER</b>	041307	31100	44	04-201-000	14.00	TRANSFER DOG LICENSE MONIES
	041307	31100	51	02-105-311	4.08	POSTAGE
	041307	31100	51	02-117-243	31.40	BATTERIES
	041307	31100	51	04-106-311	7.44	POSTAGE
	041307	31100	51	10-115-313	10.48	REFUSE CANS
	041307	31100	52	09-307-300	20.00	WTS/MEASURES CHECKING
	041307	31100	53	09-102-311	9.50	POSTAGE
	041307	31100	55	04-221-310	11.00	CERTIFICATE FRAMES
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012181</b>		<b>Check Total:</b>	<b>107.90</b>
<b>13465 MENASHA UTILITIES</b>	041707	31100	21	04-211-000	44,187.11	DELINQUENT UTILITIES/TAXROLL
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012182</b>		<b>Check Total:</b>
<b>13470 TOWN OF MENASHA UTILITY DIST</b>	041707	31100	21	04-212-000	3,453.17	DELINQUENT UTILITIES/TAXROLL
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012183</b>		<b>Check Total:</b>
<b>13720 MODERN BUSINESS MACHINES</b>	26124282	31100	51	10-115-243	175.36	CONTRACT PARTS,LABOR,TONER
	26124282	31100	52	08-101-243	109.98	CONTRACT PARTS,LABOR,TONER
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012184</b>		<b>Check Total:</b>
<b>14010 N&amp;M AUTO SUPPLY</b>	165321	31731	54	10-149-383	20.22	WINDSHIELD WIPER
	165533	31731	54	10-149-383	35.10	AXLE BEARING
	165296	31731	54	10-149-383	74.52	TRANSMISSION COOLER
	165071	31731	54	10-149-383	35.10	REAR AXLE BEARING
	164936	31731	54	10-149-383	70.20	REAR AXLE BEARINGS
	165442	31731	54	10-149-383	40.56	FUEL FILTER STOCK
	165541	31731	54	10-149-383	56.72	BRAKE PADS
	165692	31731	54	10-149-300	19.98	TRANS-X POSI-TRAC ADD
	165680	31100	55	07-202-240	20.97	QUICK COUPLER FOR PARK BLDG
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012185</b>		<b>Check Total:</b>

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<b>14022 NADO</b>	041607	31100	51	01-102-332	35.00	REGISTRATION/ECONOMIC DEV
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012186</b>			<b>Check Total: 35.00</b>	
<b>14085 NATIONAL PEN CORPORATION</b>	104088820	31827	53	09-212-300	89.02	GIFTS/SPRING BANQUET
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012187</b>			<b>Check Total: 89.02</b>	
<b>15080 OFFICEMAX CONTRACT INC</b>	777471	31731	54	10-149-310	38.52	OFFICE SUPPLIES
	777471	31100	55	07-202-310	19.95	OFFICE SUPPLIES
	077257	31100	51	04-106-310	22.56	OFFICE SUPPLIES
	077257	31100	51	10-115-310	81.90	OFFICE SUPPLIES
	077257	31100	53	09-212-310	40.95	OFFICE SUPPLIES
	855115	31100	51	02-117-310	25.10	OFFICE SUPPLIES
	936438	31100	51	04-106-310	156.00	OFFICE SUPPLIES
	059263	31100	51	04-106-310	-117.00	RETURN OFFICE SUPPLIES
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012188</b>			<b>Check Total: 267.98</b>	

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<b>03405 ONE COMMUNICATIONS</b>	041607	31100	12	04-399-000	26.07	LONG DISTANCE CALLS/INSPECTION
	041607	31207	12	04-399-000	16.62	LONG DISTANCE CALLS/MARINA
	041607	31100	51	01-102-221	48.16	LONG DISTANCE CALLS/MAYOR
	041607	31100	51	02-103-221	35.94	LONG DISTANCE CALLS/ATTORNEY
	041607	31100	51	02-104-221	35.94	LONG DISTANCE CALLS/CLERK
	041607	31100	51	02-105-221	51.41	LONG DISTANCE CALLS/PERSONNEL
	041607	31100	51	04-106-221	76.64	LONG DISTANCE CALLS/FINANCE
	041607	31100	51	04-107-221	36.86	LONG DISTANCE CALLS/ASSESSOR
	041607	31100	51	04-109-221	314.83	LONG DISTANCE CALLS/IS
	041607	31100	51	10-115-221	197.37	LONG DISTANCE CALLS/CITY HALL
	041607	31100	52	05-701-221	154.76	LONG DISTANCE CALLS/EOC
	041607	31100	52	08-101-221	396.76	LONG DISTANCE CALLS/POLICE
	041607	31100	53	09-102-221	72.34	LONG DISTANCE CALLS/HEALTH
	041607	31100	53	09-212-221	53.59	LONG DISTANCE CALLS/SEN CTR
	041607	31100	54	10-111-221	87.53	LONG DISTANCE CALLS/PUB WKS
	041607	31100	54	10-131-221	11.47	LONG DISTANCE CALLS/SIGN SHOP
	041607	31731	54	10-149-221	115.27	LONG DISTANCE CALLS/GARAGE
	041607	31100	55	06-101-221	422.84	LONG DISTANCE CALLS/LIBRARY
	041607	31100	55	07-201-221	43.81	LONG DISTANCE CALLS/RECREATION
	041607	31100	55	07-202-221	82.19	LONG DISTANCE CALLS/PARKS
041607	31100	55	07-203-221	33.83	LONG DISTANCE CALLS/SWIM POOL	
041607	31100	55	10-215-221	28.14	LONG DISTANCE CALLS/BRIDGES	
041607	31100	56	03-202-221	27.14	LONG DISTANCE CALLS/COM DEV	
<b>Check Date 4/19/2007 Check Nbr 012156 Check Total: 2,369.51</b>						
<b>16025 PACKER CITY INTERNATIONAL</b>	3270810035	31731	54	10-149-383	9.92	4WAYPLUG
	3270810024	31731	54	10-149-383	16.75	HYDRAULIC FILTERS
	3270850080	31731	54	10-149-383	118.98	AIR/FUEL/LUBE FILTERS
<b>Check Date 4/19/2007 Check Nbr 012190 Check Total: 145.65</b>						

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<b>16030 STEPHANIE PADILLA HERNANDEZ</b>	041607	31100	22	04-101-000	17.00	REFUND/CLASS CANCELLATION
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012191</b>			<b>Check Total: 17.00</b>	
<b>16300 PIGGLY WIGGLY #24</b>	040607	31827	53	09-212-300	15.00	VOLUNTEER RECOG SUPPLIES
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012192</b>			<b>Check Total: 15.00</b>	
<b>16453 POLLUTION CONTROL INDUSTRIES</b>		31266	54	10-307-216	195.00	CLEAN SWEEP
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012193</b>			<b>Check Total: 195.00</b>	
<b>16805 PRO-X SYSTEMS LAWCARE</b>	83156	31100	55	07-202-206	188.36	FERTILIZER/SMITH PARK
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012194</b>			<b>Check Total: 188.36</b>	
<b>18200 REINDERS INC</b>	834040-00	31100	55	07-202-300	361.82	BALLFIELD ABSORBANT
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012195</b>			<b>Check Total: 361.82</b>	
<b>18380 RIVER VALLEY TESTING CORP</b>	22225	31485	56	03-202-212	1,963.30	NATURES WAY PROFESSIONAL SVCS
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012196</b>			<b>Check Total: 1,963.30</b>	
<b>19136 SCHAEFFER MFG CO</b>	UL1645BL	31731	54	10-149-300	394.80	KEGS/W LINERS/GREASE
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012198</b>			<b>Check Total: 394.80</b>	
<b>19280 OFFICE OF SECRETARY OF STATE</b>	041307	31100	52	08-101-216	20.00	NOTARY FEE/GINGER TRALONGO
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012199</b>			<b>Check Total: 20.00</b>	
<b>19325 SERVICE MOTOR COMPANY</b>	IV45334	31731	54	10-149-383	54.70	WATER STRAINER/DRAIN PLUG
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012200</b>			<b>Check Total: 54.70</b>	
<b>19380 SHOPKO STORES INC</b>	51265	31100	55	07-201-300	18.88	CAPRI SUN/CRACKERS
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012201</b>			<b>Check Total: 18.88</b>	

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<b>19402 SILVER BIRCH INVESTMENTS LLC</b>	041707	31486	54	10-121-823	155,013.75	DEVELOPMENT AGREEMENT
	041707	31486	54	10-134-823	196,975.20	DEVELOPMENT AGREEMENT
	041707	31486	54	10-301-823	35,552.05	DEVELOPMENT AGREEMENT
	041707	31486	54	10-303-823	112,459.00	DEVELOPMENT AGREEMENT
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012202</b>	<b>Check Total:</b>	<b>500,000.00</b>
<b>19701 JUDITH F STILP</b>	041307	31100	52	08-101-216	25.00	BOND FEE/NOTARY/G TRALONGO
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012203</b>	<b>Check Total:</b>	<b>25.00</b>
<b>19707 THOMAS STOFFEL</b>	041707	31100	21	04-229-000	25.00	RE-ELECTION SOCIAL
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012204</b>	<b>Check Total:</b>	<b>25.00</b>
<b>19725 STREICHERS PROF POLICE EQUIPME</b>	l426267	31100	52	08-101-315	142.40	HOLSTER/MAGAZINE HOLDER
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012205</b>	<b>Check Total:</b>	<b>142.40</b>
<b>19775 SUPERIOR CHEMICAL CORP</b>	18032	31100	55	07-202-313	2,370.95	HOUSEKEEPING SUPPLIES
	18032	31100	55	07-203-313	1,300.00	HOUSEKEEPING SUPPLIES
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012206</b>	<b>Check Total:</b>	<b>3,670.95</b>
<b>20010 T2 SYSTEMS INC</b>	113214-M	31100	51	04-109-243	3,357.75	POLICE POWER PARK SOFTWARE
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012207</b>	<b>Check Total:</b>	<b>3,357.75</b>
<b>20145 THEDACARE</b>	9650853	31100	52	08-101-215	55.20	VENIPUNCTURE
	9684100	31100	52	08-101-215	331.20	VENIPUNCTURE
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012208</b>	<b>Check Total:</b>	<b>386.40</b>
<b>21085 UNITED TRANSLATORS INC</b>	4030	31100	53	09-102-215	10.00	SPANISH TRANSLATION
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012209</b>	<b>Check Total:</b>	<b>10.00</b>

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<b>21280 USCM PAYROLL PROCESSING</b>	041907	31100	21	04-419-000	1,087.50	DEFERRED COMP
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012210</b>		<b>Check Total:</b>	<b>1,087.50</b>
<b>21305 UTILITY SALES AND SERVICE</b>	0115253-IN	31731	54	10-149-383	397.66	COVER WINCH FRONT/SCREW COVER
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012211</b>		<b>Check Total:</b>	<b>397.66</b>
<b>15190 VEOLIA ENVIRONMENTAL SERVICES</b>	15777	31100	12	04-399-000	67.10	BROAD STREET RECYLING
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012189</b>		<b>Check Total:</b>	<b>67.10</b>
<b>22430 VISION INSURANCE PLAN OF AMERI</b>	47243	31100	21	04-619-005	1,105.80	MONTHLY PREMIUM
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012212</b>		<b>Check Total:</b>	<b>1,105.80</b>
<b>23117 WAUSAU SIGNATURE AGENCY</b>	37912	31733	51	02-116-517	3.00	BOILER AND MACHINERY POLICY
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012213</b>		<b>Check Total:</b>	<b>3.00</b>
<b>23130 WAVERLY SANITARY DISTRICT</b>	032707	31100	55	07-202-225	39.42	BARKER FARM PAVILION
	041707	31100	21	04-213-000	681.31	DELINQUENT UTILITES/TAXROLL
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012214</b>		<b>Check Total:</b>	<b>720.73</b>
<b>23152 WE ENERGIES</b>	040307	31100	55	07-202-223	34.63	MENASHA CONSERVANCY
	040407	31100	55	07-202-224	299.12	2170 PLANK RD
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012215</b>		<b>Check Total:</b>	<b>333.75</b>
<b>23160 WERNER ELECTRIC SUPPLY CO</b>	S2115293.001	31100	55	07-202-240	47.97	LIGHT BULBS/SMITH
	S2110362.002	31731	54	10-149-300	48.62	CONDUIT ALUMINUM/TRUCK TARP
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012216</b>		<b>Check Total:</b>	<b>96.59</b>

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23275 WINNEBAGO COUNTY TREASURER	LF111680	31100	54	10-304-250	6,578.88	LANDFILL FACILITY
	LF111680	31100	54	10-305-216	2,938.11	LANDFILL FACILITY
	LF111680	31266	54	10-307-216	1,342.20	LANDFILL FACILITY
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012217</b>	<b>Check Total:</b>	<b>10,859.19</b>	
23412 WISCONSIN ENVIRON IMPROVE FUND	040607	31201	12	04-303-000	80,207.78	LOAN PAYMENT
	040607	31201	26	04-401-000	41,751.58	LOAN PAYMENT
	040607	31201	57	04-201-620	10,920.01	LOAN PAYMENT
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012218</b>	<b>Check Total:</b>	<b>132,879.37</b>	
23455 WISCONSIN SUPPORT COLLECTIONS	041907	31100	21	04-299-015	436.31	CHILD SUPPORT DEDUCTIONS
	041907	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012219</b>	<b>Check Total:</b>	<b>574.71</b>	
23545 WORLDWIDE INFORMATION INC	INV016345	31100	52	08-101-216	164.00	DRIVERS LICENSE CHECKS
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012220</b>	<b>Check Total:</b>	<b>164.00</b>	
<b>Grand Total:</b>					<b>822,181.44</b>	

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<b>00128 3M</b>	OF27344	31100	55	06-101-243	3,681.00	SERVICE CONTRACT
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012221</b>		<b>Check Total:</b>	<b>3,681.00</b>
<b>01160 ALLIANCE ENTERTAINMENT CORP</b>	PJB26689009	31100	55	06-101-314	132.74	LIBRARY MATERIALS
	PJB26764260	31100	55	06-101-314	63.75	LIBRARY MATERIALS
	PJB26837043	31100	55	06-101-314	42.50	LIBRARY MATERIALS
	PJB26625837	31100	55	06-101-314	74.73	LIBRARY MATERIALS
	PJB26700258	31100	55	06-101-314	48.98	LIBRARY MATERIALS
	PJB26777763	31100	55	06-101-314	37.49	LIBRARY MATERIALS
	PJB26850569	31100	55	06-101-314	9.75	LIBRARY MATERIALS
	PJB26850594	31100	55	06-101-314	337.01	LIBRARY MATERIALS
	PJB26920939	31100	55	06-101-314	54.74	LIBRARY MATERIALS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012222</b>		<b>Check Total:</b>	<b>801.69</b>
<b>02115 BAKER &amp; TAYLOR INC</b>	5007709541	31100	55	06-101-314	22.20	LIBRARY MATERIALS
	5007746618	31100	55	06-101-314	42.37	LIBRARY MATERIALS
	2018284108	31100	55	06-101-314	423.46	LIBRARY MATERIALS
	2018381208	31100	55	06-101-314	148.01	LIBRARY MATERIALS
	2018226066	31100	55	06-101-314	85.91	LIBRARY MATERIALS
	2018258344	31100	55	06-101-314	78.11	LIBRARY MATERIALS
	2018272919	31100	55	06-101-314	573.91	LIBRARY MATERIALS
	2018296649	31100	55	06-101-314	204.76	LIBRARY MATERIALS
	2018317067	31100	55	06-101-314	428.89	LIBRARY MATERIALS
	2018342455	31100	55	06-101-314	174.36	LIBRARY MATERIALS
	2018366433	31100	55	06-101-314	167.25	LIBRARY MATERIALS
	2018395841	31100	55	06-101-314	678.18	LIBRARY MATERIALS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012223</b>		<b>Check Total:</b>	<b>3,027.41</b>
<b>02473 BETTER CONTAINERS MFG CO INC</b>	193745	31100	55	06-101-300	109.29	DEPARTMENT SUPPLIES
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012224</b>		<b>Check Total:</b>	<b>109.29</b>

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<b>02635 BOOK WHOLESALERS INC</b>	2790614	31100	55	06-101-314	24.82	LIBRARY MATERIALS
	2813661	31100	55	06-101-314	67.91	LIBRARY MATERIALS
	2813660	31100	55	06-101-314	285.85	LIBRARY MATERIALS
	2813659	31100	55	06-101-314	5.22	LIBRARY MATERIALS
	2788031	31100	55	06-101-314	150.38	LIBRARY MATERIALS
	2790613	31100	55	06-101-314	10.29	LIBRARY MATERIALS
	2794363	31100	55	06-101-314	212.89	LIBRARY MATERIALS
	2797272	31100	55	06-101-314	138.59	LIBRARY MATERIALS
	2796121	31100	55	06-101-314	194.22	LIBRARY MATERIALS
	2798834	31100	55	06-101-314	79.60	LIBRARY MATERIALS
	2801371	31100	55	06-101-314	361.15	LIBRARY MATERIALS
	2802859	31100	55	06-101-314	94.75	LIBRARY MATERIALS
	2809042	31100	55	06-101-314	609.25	LIBRARY MATERIALS
	2812274	31100	55	06-101-314	96.25	LIBRARY MATERIALS
	2813658	31100	55	06-101-314	188.53	LIBRARY MATERIALS
2819054	31100	55	06-101-314	68.48	LIBRARY MATERIALS	
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012226</b>	<b>Check Total:</b>	<b>2,588.18</b>	
<b>03115 CAPSTONE PRESS</b>	CI10044466	31100	55	06-101-314	181.30	LIBRARY MATERIALS
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012227</b>	<b>Check Total:</b>	<b>181.30</b>
<b>03265 CENTER POINT LARGE PRINT</b>	633929	31100	55	06-101-314	38.34	LIBRARY MATERIALS
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012228</b>	<b>Check Total:</b>	<b>38.34</b>
<b>03375 CHILD'S WORLD</b>	NA87807	31100	55	06-101-314	122.65	LIBRARY MATERIALS
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012229</b>	<b>Check Total:</b>	<b>122.65</b>
<b>03629 COMPASS POINT BOOKS</b>	PI10011251	31100	55	06-101-314	335.30	LIBRARY MATERIALS
	<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012230</b>	<b>Check Total:</b>	<b>335.30</b>

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04195 DEMCO INC	2786137	31100	55	06-101-300	64.72	DEPARTMENT SUPPLIES
	2765109	31100	55	06-101-316	11.88	PROMOTIONAL SUPPLIES
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b> 012231			<b>Check Total:</b> 76.60	
05020 EAGLE SUPPLY & PLASTICS INC	2078100-IN	31100	55	06-101-313	11.55	HOUSEKEEPING SUPPLIES
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b> 012232			<b>Check Total:</b> 11.55	
05111 ELISHA D SMITH PUBLIC LIBRARY	04172007	31100	55	06-101-316	126.00	PROMOTIONAL SUPPLIES
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b> 012233			<b>Check Total:</b> 126.00	
06459 FOX CITIES ONLINE	04172007	31100	55	06-101-320	25.00	LIBRARY MATERIALS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b> 012234			<b>Check Total:</b> 25.00	
07076 GANNETT NEWSPAPERS	04172007	31100	55	06-101-314	361.40	LIBRARY MATERIALS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b> 012235			<b>Check Total:</b> 361.40	
08087 KATHY HANNAH	04172007	31100	55	06-101-314	15.00	LIBRARY MATERIALS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b> 012236			<b>Check Total:</b> 15.00	
08465 HOME DEPOT CREDIT SERVICES	1044888	31100	55	06-101-240	122.56	REPAIR & MAINTENANCE
	6045206	31100	55	06-101-313	27.52	REPAIR & MAINTENANCE
	5611942	31100	55	06-101-240	159.00	REPAIR & MAINTENANCE
	3611976	31100	55	06-101-240	17.27	REPAIR & MAINTENANCE
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b> 012237			<b>Check Total:</b> 326.35	
09113 INFOBASE PUBLISHING	513777	31100	55	06-101-314	254.66	LIBRARY MATERIALS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b> 012238			<b>Check Total:</b> 254.66	

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<b>09135 INGRAM LIBRARY SERVICES</b>	17921627	31100	55	06-101-314	78.88	LIBRARY MATERIALS
	18030931	31100	55	06-101-314	83.34	LIBRARY MATERIALS
	18085407	31100	55	06-101-314	155.84	LIBRARY MATERIALS
	18188640	31100	55	06-101-314	143.60	LIBRARY MATERIALS
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012239</b>		<b>Check Total:</b>	<b>461.66</b>
<b>11155 KITZ &amp; PFEIL INC</b>	03-20-140153	31100	55	06-101-313	28.80	HOUSEKEEPING SUPPLIES
	03-15-140075	31100	55	06-101-313	21.75	HOUSEKEEPING SUPPLIES
	03-05-140026	31100	55	06-101-313	8.64	HOUSEKEEPING SUPPLIES
	03-01-140034	31100	55	06-101-313	31.43	HOUSEKEEPING SUPPLIES
	02-23-140002	31100	55	06-101-313	11.32	HOUSEKEEPING SUPPLIES
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012240</b>		<b>Check Total:</b>	<b>101.94</b>
<b>11235 KONE INC</b>	17381720	31100	55	06-101-240	300.00	REPAIR & MAINTENANCE
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012241</b>		<b>Check Total:</b>	<b>300.00</b>
<b>12355 LERNER PUBLISHING GROUP</b>	669193	31100	55	06-101-314	417.85	LIBRARY MATERIALS
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012242</b>		<b>Check Total:</b>	<b>417.85</b>
<b>12510 MARGE LOCH-WOUTERS</b>	04172007	31100	55	06-101-316	23.85	PROGRAM SUPPLIES
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012243</b>		<b>Check Total:</b>	<b>23.85</b>
<b>13045 MANDERFIELD BAKERY</b>	258140	31100	55	06-101-316	24.75	PROGRAM SUPPLIES
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012244</b>		<b>Check Total:</b>	<b>24.75</b>
<b>13073 MARIS ASSOCIATES</b>	5470	31100	55	06-101-314	33.90	LIBRARY MATERIALS
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012245</b>		<b>Check Total:</b>	<b>33.90</b>
<b>13100 MARSHALL CAVENDISH CORP</b>	R757772	31100	55	06-101-314	150.93	LIBRARY MATERIALS
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012246</b>		<b>Check Total:</b>	<b>150.93</b>

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<b>13553 MICROMARKETING LLC</b>	190781	31100	55	06-101-314	21.95	LIBRARY MATERIALS
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012247</b>			<b>Check Total: 21.95</b>	
<b>13610 MIDWEST TAPE</b>	1380624	31100	55	06-101-314	79.95	LIBRARY MATERIALS
	1383231	31100	55	06-101-314	65.97	LIBRARY MATERIALS
	1385558	31100	55	06-101-314	85.96	LIBRARY MATERIALS
	1389937	31100	55	06-101-314	21.99	LIBRARY MATERIALS
	1380670	31100	55	06-101-314	97.94	LIBRARY MATERIALS
	1385720	31100	55	06-101-314	65.97	LIBRARY MATERIALS
	1385721	31100	55	06-101-314	85.97	LIBRARY MATERIALS
	1389527	31100	55	06-101-314	42.97	LIBRARY MATERIALS
	1389528	31100	55	06-101-314	188.92	LIBRARY MATERIALS
	1393849	31100	55	06-101-314	16.99	LIBRARY MATERIALS
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012248</b>			<b>Check Total: 752.63</b>	
<b>13821 MTM INTERNATIONAL</b>	0086603-IN	31100	55	06-101-300	662.00	DEPARTMENT SUPPLIES
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012249</b>			<b>Check Total: 662.00</b>	
<b>14165 NCR CORPORATION</b>	4100499995	31100	55	06-101-300	163.02	DEPARTMENT SUPPLIES
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012250</b>			<b>Check Total: 163.02</b>	
<b>16176 MELISSA PENOSKE</b>	04172007	31100	55	06-101-314	18.00	LIBRARY MATERIALS
	<b>Check Date 4/19/2007</b>	<b>Check Nbr 012251</b>			<b>Check Total: 18.00</b>	

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<b>17050 QUALITY BOOKS INC</b>	106895	31100	55	06-101-314	534.25	LIBRARY MATERIALS
	106896	31100	55	06-101-314	806.59	LIBRARY MATERIALS
	106897	31100	55	06-101-314	678.01	LIBRARY MATERIALS
	106898	31100	55	06-101-314	619.50	LIBRARY MATERIALS
	106899	31100	55	06-101-314	379.50	LIBRARY MATERIALS
	106900	31100	55	06-101-314	576.33	LIBRARY MATERIALS
	107154	31100	55	06-101-314	22.95	LIBRARY MATERIALS
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012252</b>		<b>Check Total:</b>	<b>3,617.13</b>
<b>17150 QUILL CORPORATION</b>	5867986	31100	55	06-101-310	15.49	OFFICE SUPPLIES
	5859011	31100	55	06-101-310	12.32	OFFICE SUPPLIES
<b>Check Date</b>	<b>4/19/2007</b>	<b>Check Nbr</b>	<b>012253</b>		<b>Check Total:</b>	<b>27.81</b>
<b>18094 RANDOM HOUSE INC</b>	1082808545	31100	55	06-101-314	80.00	LIBRARY MATERIALS
	1082808546	31100	55	06-101-314	24.00	LIBRARY MATERIALS
	1082808547	31100	55	06-101-314	152.00	LIBRARY MATERIALS
	97669891	31100	55	06-101-314	-72.00	CREDIT
	1082808548	31100	55	06-101-314	122.40	LIBRARY MATERIALS
	108282330	31100	55	06-101-314	80.00	LIBRARY MATERIALS
	1082849508	31100	55	06-101-314	57.60	LIBRARY MATERIALS
	1082849509	31100	55	06-101-314	44.00	LIBRARY MATERIALS
	1082840732	31100	55	06-101-314	112.00	LIBRARY MATERIALS
	1082840733	31100	55	06-101-314	56.00	LIBRARY MATERIALS
	1082840734	31100	55	06-101-314	80.00	LIBRARY MATERIALS
	1082881524	31100	55	06-101-314	72.00	LIBRARY MATERIALS
	1082899727	31100	55	06-101-314	175.20	LIBRARY MATERIALS
	1082899728	31100	55	06-101-314	144.50	LIBRARY MATERIALS
1082899729	31100	55	06-101-314	80.00	LIBRARY MATERIALS	
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<b>18460 ROSEN PUBLISHING GROUP</b>	414763	31100	55	06-101-314	291.10	LIBRARY MATERIALS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012256</b>		<b>Check Total:</b>	<b>291.10</b>
<b>18480 ROURKE PUBLISHING GROUP</b>	INV049865	31100	55	06-101-314	123.00	LIBRARY MATERIALS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012257</b>		<b>Check Total:</b>	<b>123.00</b>
<b>19356 SHERWIN-WILLIAMS CO</b>	9624-7	31100	55	06-101-240	11.21	REPAIR & MAINTENANCE
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012258</b>		<b>Check Total:</b>	<b>11.21</b>
<b>19385 SHOWCASES</b>	234377	31100	55	06-101-300	57.52	DEPARTMENT SUPPLIES
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012259</b>		<b>Check Total:</b>	<b>57.52</b>
<b>20191 THOMSON GALE</b>	RI15016662	31100	55	06-101-314	143.56	LIBRARY MATERIALS
	RI15053892	31100	55	06-101-314	33.95	LIBRARY MATERIALS
	15026138	31100	55	06-101-314	38.93	LIBRARY MATERIALS
	15069695	31100	55	06-101-314	57.65	LIBRARY MATERIALS
	15069696	31100	55	06-101-314	23.97	LIBRARY MATERIALS
	15069697	31100	55	06-101-314	64.68	LIBRARY MATERIALS
	15078076	31100	55	06-101-314	13.56	LIBRARY MATERIALS
	15079516	31100	55	06-101-314	38.93	LIBRARY MATERIALS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012260</b>		<b>Check Total:</b>	<b>415.23</b>
<b>21053 UNIQUE BOOKS INC</b>	338993.2	31100	55	06-101-314	15.91	LIBRARY MATERIALS
	338994.2	31100	55	06-101-314	54.81	LIBRARY MATERIALS
	338995.2	31100	55	06-101-314	93.40	LIBRARY MATERIALS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012261</b>		<b>Check Total:</b>	<b>164.12</b>
<b>21054 UNIQUE MANAGEMENT SERVICES INC</b>	162612	31100	46	04-171-000	161.10	COLLECTION AGENCY FEES
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b>	<b>012262</b>		<b>Check Total:</b>	<b>161.10</b>

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<b>21240 US POSTAL SERVICE</b>	04172007	31100	55	06-101-311	405.00	POSTAGE SUPPLIES
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b> 012263			<b>Check Total:</b> 405.00	
<b>23293 WINNEFOX LIBRARY SYSTEM</b>	2548	31100	55	06-101-316	502.32	PROGRAM SUPPLIES
	2529	31100	55	06-101-314	27.25	LIBRARY MATERIALS
	<b>Check Date</b> 4/19/2007	<b>Check Nbr</b> 012264			<b>Check Total:</b> 529.57	
<b>Grand Total:</b>					<b>22,224.69</b>	

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<b>01075 ACCURATE SUSPENSION WAREHOUSE</b>	7005733	31731	54	10-149-300	133.72	BRAKLEEN/SHOP SUPPLIES
	<b>Check Date 4/26/2007</b>	<b>Check Nbr 012265</b>			<b>Check Total: 133.72</b>	
<b>01210 AFFINITY OCCUPATIONAL HEALTH</b>	202798	31100	51	02-105-215	91.00	AUDIOGRAM/EMPLOYEES
	203314	31100	51	02-105-215	99.00	DRUG SCREENING/EMPLOYEES
	203325	31100	51	02-105-215	139.00	DRUG SCREEN/EMPLOYEES
	203216	31100	51	02-105-215	5.00	CONSORTIUM MEMBER CHANGE
	204001	31100	51	02-105-215	94.50	PRE PLACEMENT EXAM
	203334	31100	51	02-105-215	309.00	DRUG SCREEN/AUDIOGRAM/EMPLOY
	<b>Check Date 4/26/2007</b>	<b>Check Nbr 012266</b>			<b>Check Total: 737.50</b>	
<b>01315 AIRGAS NORTH CENTRAL</b>	105484878	31100	55	07-202-204	26.04	ACETYLENE/ARGON/OXYGEN CYL
	105484879	31731	54	10-149-242	53.01	ACETYLENE/ARGON/OXYGEN CYL
	<b>Check Date 4/26/2007</b>	<b>Check Nbr 012267</b>			<b>Check Total: 79.05</b>	
<b>01450 ALLIED GLOVE &amp; SAFETY PRODUCTS</b>	1/670790	31100	54	10-121-300	100.00	SAFETY VESTS
	1/670790	31100	54	10-123-300	150.00	SAFETY VESTS
	1/670790	31100	54	10-124-300	200.00	SAFETY VESTS
	1/670790	31100	54	10-131-300	200.00	SAFETY VESTS
	1/670790	31100	54	10-133-300	100.00	SAFETY VESTS
	1/670790	31100	54	10-134-300	200.00	SAFETY VESTS
	1/670790	31731	54	10-149-300	60.28	SAFETY VESTS
	1/670790	31201	54	10-301-300	120.00	SAFETY VESTS
	1/670790	31100	54	10-304-300	150.00	SAFETY VESTS
	1/670790	31266	54	10-308-300	160.00	SAFETY VESTS
	<b>Check Date 4/26/2007</b>	<b>Check Nbr 012268</b>			<b>Check Total: 1,440.28</b>	
<b>01675 AMT</b>	042607	31100	21	04-299-022	150.00	WAGE ASSIGNMENT
	<b>Check Date 4/26/2007</b>	<b>Check Nbr 012269</b>			<b>Check Total: 150.00</b>	

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<b>01755 APPLETON RADIATOR INC</b>	006319	31731	54	10-149-294	808.96	NEW RADIATOR
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012270</b>		<b>Check Total:</b>	<b>808.96</b>
<b>01775 CITY OF APPLETON</b>	165383	31100	54	03-204-250	43,590.00	VALLEY TRANSIT 2ND QTR SVCS
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012271</b>		<b>Check Total:</b>	<b>43,590.00</b>
<b>01842 ASSOCIATED APPRAISAL</b>	4618	31100	51	04-107-219	4,708.33	SERVICES MARCH 2007
	4618	31100	51	04-107-310	14.16	SERVICES MARCH 2007
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012272</b>		<b>Check Total:</b>	<b>4,722.49</b>
<b>02040 BADGER HIGHWAYS CO INC</b>	134792	31100	54	10-134-300	225.16	COLD MIX
	134807	31100	54	10-121-300	389.16	COLD MIX/HWY 114 SHOULDERING
	134762	31100	54	10-121-300	363.39	COLD MIX HWY 114 SHOULDERING
	134762	31100	54	10-134-300	138.67	COLD MIX HWY 114 SHOULDERING
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012273</b>		<b>Check Total:</b>	<b>1,116.38</b>
<b>02220 BATTERIES PLUS-502</b>	502-199462	31100	53	09-102-313	7.54	HEALTH EXIT LIGHT BATTERIES
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012274</b>		<b>Check Total:</b>	<b>7.54</b>
<b>02335 BECK ELECTRIC INC</b>	DD98	31731	54	10-149-240	39.24	BULBS/EXTERIOR LIGHT FIXTURE
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012275</b>		<b>Check Total:</b>	<b>39.24</b>
<b>02410 BERGSTROM NEENAH-MENASHA FORD</b>	95007	31731	54	10-149-383	37.40	CIRCUIT BREAKERS/SQUAD STOCK
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012276</b>		<b>Check Total:</b>	<b>37.40</b>
<b>02500 BARB BIGALKE</b>	041307	31262	52	08-101-337	95.00	CONFERENCE/MEMBERSHIP FEES
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012277</b>		<b>Check Total:</b>	<b>95.00</b>
<b>02531 BLACKBURN MFG CO</b>	0304313-IN	31100	54	10-111-300	82.52	STORM SEWER MARKING FLAGS
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012278</b>		<b>Check Total:</b>	<b>82.52</b>

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<b>02675 BOUWER PRINTING INC</b>	70656	31100	52	08-101-291	45.00	EVIDENCE LABELS
Check Date	4/26/2007	Check Nbr	012279		Check Total:	45.00
<b>02796 BUBRICK'S</b>	22685	31100	52	08-101-310	349.32	OFFICE SUPPLIES
Check Date	4/26/2007	Check Nbr	012280		Check Total:	349.32
<b>03585 COMMUNITY HOUSING COORDINATOR</b>	83	31100	56	03-202-216	1,600.00	COMMUNITY HOUSING APRIL 2007
Check Date	4/26/2007	Check Nbr	012281		Check Total:	1,600.00
<b>03667 CONNECTING CULTURES INTERPRETG</b>	1913	31100	53	09-102-215	16.33	TRANSLATION/XENG XIONG
Check Date	4/26/2007	Check Nbr	012282		Check Total:	16.33
<b>03844 CUMINGS ELECTRIC INC &amp;</b>	0004243-IN	31263	56	03-207-701	1,000.00	CDBG REHAB PROGRAM
Check Date	4/26/2007	Check Nbr	012283		Check Total:	1,000.00
	0004251-IN	31263	56	03-207-701	1,135.00	CDBG PROGRAM
Check Date	4/26/2007	Check Nbr	012284		Check Total:	1,135.00
<b>04275 DIGICORPORATION</b>	49124	31100	13	04-113-000	-31.40	FINANCE DEPT LETTERHEAD
	49124	31100	51	04-106-291	70.40	FINANCE DEPT LETTERHEAD
	49099	31100	55	07-201-291	3,126.77	SUMMER ACTIVITY GUIDE
Check Date	4/26/2007	Check Nbr	012285		Check Total:	3,165.77
<b>04355 CHRISTOPHER DONNER</b>	042307	31100	44	04-101-000	8,000.00	GRANT/CLASS B LIQUOR LICENSE
Check Date	4/26/2007	Check Nbr	012286		Check Total:	8,000.00
<b>04360 DORNER INC</b>	10161	31485	54	10-121-822	756.00	NATURE'S WAY/ADJUST INLETS
Check Date	4/26/2007	Check Nbr	012287		Check Total:	756.00

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<b>05100 ELAN CARDMEMBER SERVICE</b>	041207	31100	51	04-107-310	15.45	ONLINE LABELS
	041207	31100	51	04-109-242	735.00	T2 SYSTEMS
	041207	31100	51	04-109-312	-44.90	TONERBOSS/RETURN
	041207	31100	51	04-109-315	911.35	CDW GOVERNMENT
	041207	31100	51	04-109-315	69.90	NEWEGG.COM
	041207	31100	51	04-109-315	28.09	APG CASH DRAWER
	041207	31100	52	08-101-300	1,284.65	ARMOR HOLDINGS FORENSIC
	041207	31100	52	08-101-310	106.92	TONERBOSS LLC
	041207	31100	52	08-101-310	329.98	TONERBOSS LLC
	041207	31100	52	08-101-315	32.27	BATTERIES PLUS
	041207	31100	52	08-101-315	11.36	CDW GOVERNMENT
	041207	31100	52	08-101-315	219.46	CDW GOVERNMENT
	041207	31100	53	09-102-310	53.68	CDW GOVERNMENT
	041207	31100	53	09-102-310	8.21	CDW GOVERNMENT
	041207	31100	53	09-102-310	57.51	CDW GOVERNMENT
	041207	31100	53	09-102-310	32.84	CDW GOVERNMENT
	041207	31827	53	09-212-300	89.50	FACTORY CARD OUTLET
	041207	31100	55	06-101-300	17.39	TLS LIBRARY STORE
	041207	31100	55	06-101-300	14.86	TLS LIBRARY STORE
	041207	31100	55	06-101-310	70.39	TONERBOSS LLC
	041207	31100	55	06-101-316	22.41	RHODE ISLAND NOVELTY
	041207	31100	55	06-101-316	45.14	RHODE ISLAND NOVELTY
041207	31100	55	06-101-332	60.00	WLA	
041207	31100	56	03-202-214	19.95	GOTOMYPC.COM	
<b>Check Date 4/26/2007 Check Nbr 012288</b>					<b>Check Total:</b>	<b>4,191.41</b>
<b>06180 TODD FINCH</b>	042407	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	<b>Check Date 4/26/2007 Check Nbr 012289</b>					<b>Check Total:</b>
<b>07400 GRAY'S INC</b>	23860	31100	54	10-124-315	1,984.00	PLOW BLADES
	<b>Check Date 4/26/2007 Check Nbr 012290</b>					<b>Check Total:</b>

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<b>07465 GREEN BAY MUNICIPAL COURT</b>	041907	31100	21	04-229-000	255.80	BOND
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012291</b>		<b>Check Total:</b>	<b>255.80</b>
<b>07580 GUNDERSON UNIFORM &amp; LINEN RENT</b>	1196095	31100	51	10-115-201	25.74	MAT/MOP/BRUSH SERVICE
	1196095	31100	53	09-212-313	3.19	MAT/MOP/BRUSH SERVICE
	1196095	31100	55	07-202-313	3.19	MAT/MOP/BRUSH SERVICE
	1196094	31100	52	08-101-313	29.95	TOWEL/MAT SERVICE
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012292</b>		<b>Check Total:</b>	<b>62.07</b>
<b>08235 HEARTLAND LABEL PRINTERS INC</b>	QUO-01073-OMU8	31100	51	04-109-214	359.00	WEBSITE SECURITY CERTIFICATE
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012293</b>		<b>Check Total:</b>	<b>359.00</b>
<b>10195 JENNIFER JENNINGS</b>	042407	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012294</b>		<b>Check Total:</b>	<b>675.00</b>
<b>11103 KEYES CUSTOM HOME IMPROVEMENT</b>	032907	31100	55	07-202-300	40.00	PLANKS FOR JEFFERSON BRIDGE
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012295</b>		<b>Check Total:</b>	<b>40.00</b>
<b>11192 JEREMY KNOPS</b>	042407	31201	54	10-301-212	362.65	REIMBURSE SUMP PUMP/PIT
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012296</b>		<b>Check Total:</b>	<b>362.65</b>
<b>11235 KONE INC</b>	17408991	31100	52	08-101-240	253.56	ELEVATOR REPAIR
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012297</b>		<b>Check Total:</b>	<b>253.56</b>
<b>11365 KUNDINGER FLUID POWER INC</b>	P-40624-0	31731	54	10-149-383	27.50	STEEL HYDRAULIC TUBE
	P-40620-0	31731	54	10-149-383	117.77	HYDRAULIC HOSE
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012298</b>		<b>Check Total:</b>	<b>145.27</b>
<b>12205 LARSON ENGINEERING OF WI</b>	0008768	31100	56	03-202-212	190.00	FOUNDATION INVESTIGATION
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012299</b>		<b>Check Total:</b>	<b>190.00</b>

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12225 JOSEPH LAUX	042507	31100	51	01-102-331	209.87	MILEAGE
	042507	31100	51	01-102-333	4.50	MEALS
	042507	31100	51	01-102-334	6.45	PARKING
	<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012300</b>	<b>Check Total:</b>	<b>220.82</b>
13095 MARSHALL & ILSLEY TRUST CO	042607	31100	21	04-415-000	1,713.35	FLEX SPEND MEDICAL
	042607	31100	21	04-417-000	173.08	DEPENDENT CARE
	042607	31100	21	04-619-003	210.00	1035B MEDICAL REIMBURSEMENT
	<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012301</b>	<b>Check Total:</b>	<b>2,096.43</b>
13149 MATTHEWS COMMERCIAL TIRE CTR	019813	31731	54	10-149-382	112.00	FLAT REPAIRS
		<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012302</b>	<b>Check Total:</b>
13195 BILL MCBRIDE	042307	31100	55	07-201-203	443.70	SPRING GOLF CLASS INSTRUCTION
		<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012303</b>	<b>Check Total:</b>
13360 MENASHA ELECTRIC & WATER UTILI	041907	31100	21	04-229-000	28.31	UTILITY PAYMENT WITH TAX PYMT
		<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012304</b>	<b>Check Total:</b>
13370 MENASHA EMPLOYEES CREDIT UNION	042607	31100	21	04-299-020	21,187.00	DEDUCTIONS
		<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012305</b>	<b>Check Total:</b>
13375 MENASHA EMPLOYEES LOCAL 1035	042607	31100	21	04-299-031	192.00	UNION DUES DEDUCTIONS
		<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012306</b>	<b>Check Total:</b>
13377 MENASHA EMPLOYEES LOCAL 1035B	042607	31100	21	04-299-032	221.76	UNION DUE DEDUCTIONS
		<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012307</b>	<b>Check Total:</b>

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13755 MORTON SAFETY	162451	31100	55	07-202-315	67.50	PPE EQUIPMENT/LATEX GLOVES
	163436	31731	54	10-149-300	77.50	SAFETY GLASSES
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012308</b>		<b>Check Total:</b>	<b>145.00</b>
14205 CITY OF NEENAH TREASURER	042307	31100	52	05-201-250	222,210.00	FIRE/RESCUE SERVICES
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012309</b>	<b>Check Total:</b>	<b>222,210.00</b>
14215 NEENAH-MENASHA MUNICIPAL COURT	041907	31100	21	04-229-000	119.00	BOND
	041907	31100	21	04-229-000	212.80	BOND
	041907	31100	21	04-229-000	176.00	BOND
	041907	31100	21	04-229-000	308.00	BOND
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012310</b>	<b>Check Total:</b>	<b>815.80</b>	
14270 NETWORK HEALTH PLAN	00338256	31100	21	04-619-003	105,616.86	EMPLOYEES MAY 2007 PREMIUM
	00338256	31100	21	04-650-000	8,174.83	RETIREEES/COBRA MAY 2007 PREM
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012311</b>	<b>Check Total:</b>	<b>113,791.69</b>	
14385 NOFFKE LUMBER INC	070420504167	31263	56	03-207-701	38.76	SECURE 535 FIRST
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012312</b>	<b>Check Total:</b>	<b>38.76</b>
15080 OFFICEMAX CONTRACT INC	129286	31100	53	09-212-300	88.16	OFFICE SUPPLIES
	672856	31100	55	07-201-310	1.34	OFFICE SUPPLIES
	672856	31100	56	03-202-310	1.33	OFFICE SUPPLIES
	934387	31100	51	04-106-315	546.00	LATFILE RAIL
	174836	31100	51	04-106-315	-546.00	RETURN LATFILE
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012313</b>	<b>Check Total:</b>	<b>90.83</b>	
15110 OLD DOMINION BRUSH	67453-11738	31266	54	10-308-315	2,526.95	MATERIALS LEAF MACHINES
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012314</b>	<b>Check Total:</b>	<b>2,526.95</b>

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<b>16025 PACKER CITY INTERNATIONAL</b>	3270880025	31731	54	10-149-383	76.17	AIR FILTERS
	3270880029	31731	54	10-149-383	41.44	AIR FILTERS/HYDRAULI
	3270880062	31731	54	10-149-383	24.72	AIR FILTERS
	3270930002	31731	54	10-149-383	18.27	FUEL & LUBE FILTERS
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012315</b>		<b>Check Total:</b>	<b>160.60</b>
<b>16095 PARTS ASSOCIATES INC</b>	PAI0633155	31731	54	10-149-300	247.79	WASHERS/FUSES/DRILL BITS
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012316</b>	<b>Check Total:</b>	<b>247.79</b>
<b>16111 JULIE PASHOLK</b>	042407	31201	54	10-301-212	305.00	REIMBURSE SUMP PUMP/PIT
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012317</b>	<b>Check Total:</b>	<b>305.00</b>
<b>16300 PIGGLY WIGGLY #24</b>	042507	31100	53	09-104-300	41.89	MUFFINS/COOKIES
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012318</b>	<b>Check Total:</b>	<b>41.89</b>
<b>16381 JUDY POCAN</b>	042407	31201	54	10-301-212	675.00	REIMBURSE SUMP PUMP/PIT
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012319</b>	<b>Check Total:</b>	<b>675.00</b>
<b>16382 POCKET PRESS INC</b>	36004	31100	52	08-101-322	56.93	TRAFFIC/CRIMINAL CD
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012320</b>	<b>Check Total:</b>	<b>56.93</b>
<b>16840 PUBLIC SAFETY CENTER INC</b>	1197760IN	31100	52	08-101-300	152.84	STINGER LED W/AC/DC HOLDERS
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012321</b>	<b>Check Total:</b>	<b>152.84</b>
<b>18168 REEVES CONSTRUCTION LLC &amp;</b>	042007	31278	53	09-116-701	150.00	REHAB PROGRAM
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012322</b>	<b>Check Total:</b>	<b>150.00</b>

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<b>18200 REINDERS INC</b>	1148799-00	31731	54	10-149-383	158.35	THREADED SOCKETS/ROLLER
	1149147-00	31731	54	10-149-383	167.66	WINDOW LATCH/CASTER WHEEL/BALL
	1148853-00	31731	54	10-149-383	112.93	ROLLER FOR MOWER/DECKS
	<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012323</b>		<b>Check Total:</b>	<b>438.94</b>
<b>18280 RESERVE ACCOUNT</b>	041307	31100	13	04-109-000	6,000.00	REPLENISH POSTAGE METER
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012324</b>	<b>Check Total:</b>	<b>6,000.00</b>
<b>18370 RIESTERER &amp; SCHNELL INC</b>	47166	31731	54	10-149-383	209.34	OIL FILTER/WHEEL/ROLLER STOCK
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012325</b>	<b>Check Total:</b>	<b>209.34</b>
<b>19145 HENRY SCHEIN</b>	3387486-01	31100	53	09-108-300	66.43	ELASTEX GLOVES/BRUSH REFILL
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012326</b>	<b>Check Total:</b>	<b>66.43</b>
<b>19370 DR TERESA SHOBERG</b>	042307	31100	53	09-102-215	150.00	CITY PHYSICIAN FEE MAY 2007
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012327</b>	<b>Check Total:</b>	<b>150.00</b>
<b>19787 SWIDERSKI EQUIPMENT INC</b>	007935	31731	54	10-149-383	5.20	LATCH PIN
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012328</b>	<b>Check Total:</b>	<b>5.20</b>
<b>20030 BRENDA TAUBEL</b>	042407	31100	51	02-105-334	84.39	SUN PRAIRIE/SOLOMON USER MTG
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012329</b>	<b>Check Total:</b>	<b>84.39</b>
<b>21056 UNITED LABORATORIES</b>	10703	31731	54	10-149-300	435.92	ASPHALT RELEASE/PLOW LUBE
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012330</b>	<b>Check Total:</b>	<b>435.92</b>
<b>21095 UNITED WAY FOX CITIES</b>	042607	31100	21	04-299-021	99.50	CONTRIBUTIONS
		<b>Check Date</b> 4/26/2007	<b>Check Nbr</b>	<b>012331</b>	<b>Check Total:</b>	<b>99.50</b>

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<b>21205 US CELLULAR</b>	204594076-013	31100	51	01-102-221	39.45	LAUX
	204594076-013	31100	51	02-103-221	39.45	BRANDT
	204594076-013	31100	51	04-106-221	8.20	STOFFEL
	204594076-013	31100	51	04-109-221	70.29	JAMES/LACEY
	204594076-013	31100	51	10-115-221	39.45	ALIX
	204594076-013	31100	52	08-101-221	475.82	POLICE
	204594076-013	31100	53	09-103-221	41.02	DREW
	204594076-013	31100	53	09-119-221	25.25	NETT
	204594076-013	31100	54	10-111-221	110.39	ENGINEERING
	204594076-013	31731	54	10-149-221	66.89	JACOBSON/NIELAND
	204594076-013	31201	54	10-301-221	10.23	CONFINED SPACE
	204594076-013	31100	55	07-201-221	53.43	TUNGATE
	204594076-013	31100	55	07-202-221	54.70	HUSS
204594076-013	31100	56	03-202-221	93.87	KEIL/BECKENDORF	
<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012333</b>	<b>Check Total:</b>	<b>1,128.44</b>	
<b>21280 USCM PAYROLL PROCESSING</b>	042607	31100	21	04-419-000	9,321.78	DEFERRED COMP
	<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012334</b>	<b>Check Total:</b>	<b>9,321.78</b>
<b>21160 UW-FOX VALLEY</b>	07-22130	31100	51	04-101-218	2,237.50	VIDEOTAPING COUNCIL MEETINGS
	<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012332</b>	<b>Check Total:</b>	<b>2,237.50</b>
<b>23090 WATERBLAST EQUIPMENT LLC</b>	8514	31731	54	10-149-242	260.68	PRESSURE WASHER PARTS
	<b>Check Date</b>	<b>4/26/2007</b>	<b>Check Nbr</b>	<b>012335</b>	<b>Check Total:</b>	<b>260.68</b>

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23152 WE ENERGIES	040407	31100	53	09-102-224	212.29	226 MAIN STREET
	042007	31100	12	04-399-000	1,223.75	
	042007	31100	51	10-115-224	4,031.57	
	042007	31100	52	08-101-224	1,689.95	
	042007	31100	53	09-212-224	207.05	
	042007	31731	54	10-149-224	5,179.80	
	042007	31100	55	06-101-224	2,734.80	
	042007	31100	55	07-202-224	568.65	
	042007	31100	55	07-203-224	277.66	
	042007	31207	55	07-205-224	53.21	
<b>Check Date 4/26/2007      Check Nbr 012336      Check Total:</b>					<b>16,178.73</b>	
23240 WINNEBAGO COLOR PRESS	049882	31100	55	07-201-291	238.50	2007 TRAILS MAP
	<b>Check Date 4/26/2007      Check Nbr 012337      Check Total:</b>					<b>238.50</b>
23275 WINNEBAGO COUNTY TREASURER	100376	31100	52	08-602-250	132.00	JAIL DIVISION
	<b>Check Date 4/26/2007      Check Nbr 012338      Check Total:</b>					<b>132.00</b>
23455 WISCONSIN SUPPORT COLLECTIONS	042607	31100	21	04-299-015	1,423.23	CHILD SUPPORT DEDUCTIONS
	042607	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
	<b>Check Date 4/26/2007      Check Nbr 012339      Check Total:</b>					<b>1,561.63</b>
23550 WPHA	041907	31100	53	09-118-337	290.00	REG ANNUAL PUBLIC HEALTH CONF
	<b>Check Date 4/26/2007      Check Nbr 012340      Check Total:</b>					<b>290.00</b>
26200 ZARNOTH BRUSH WORKS INC	111201	31100	54	10-123-315	1,716.00	MAIN BROOM REFILL SWEEPER
	<b>Check Date 4/26/2007      Check Nbr 012341      Check Total:</b>					<b>1,716.00</b>
<b>Grand Total:</b>					<b>484,767.34</b>	

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<b>01075 ACCURATE SUSPENSION WAREHOUSE</b>	7005737	31731	54	10-149-300	65.68	BRAKLEEN/SHOP SUPPLIES
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012342</b>		<b>Check Total:</b>	<b>65.68</b>
<b>01315 AIRGAS NORTH CENTRAL</b>	105509052	31731	54	10-149-300	22.72	NOZZLE
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012343</b>		<b>Check Total:</b>	<b>22.72</b>
<b>01630 AMERICAN RED CROSS OF NEENAH-</b>	1572	31100	55	07-201-300	90.00	FIRST AID/CPR/AED MANUALS
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012344</b>		<b>Check Total:</b>	<b>90.00</b>
<b>02040 BADGER HIGHWAYS CO INC</b>	134898	31100	54	10-121-300	127.16	COLD MIX
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012345</b>		<b>Check Total:</b>	<b>127.16</b>
<b>02185 BANTA</b>	050107	31100	22	04-101-000	15.00	OVERPAYMENT BASEBALL FEES
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012346</b>		<b>Check Total:</b>	<b>15.00</b>
<b>02239 BECKY BAUER</b>	042707	31100	22	04-101-000	22.00	OVERPAYMENT POOL PASSES
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012347</b>		<b>Check Total:</b>	<b>22.00</b>
<b>02335 BECK ELECTRIC INC</b>	D102	31100	55	07-202-240	75.00	LIGHT BULBS SMITH PARK
	D100	31100	13	04-106-000	73.38	6 BALLAST LAMPS
	D95	31100	52	08-101-240	1,244.76	REMOVE WIRING EVIDENCE ROOM
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012348</b>		<b>Check Total:</b>	<b>1,393.14</b>
<b>02499 BIO-D PRODUCTS</b>	14996	31100	55	07-202-313	186.94	VANDALISM REMOVER
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012350</b>		<b>Check Total:</b>	<b>186.94</b>
<b>02717 JEFFREY BRANDT</b>	043007	31100	51	02-103-331	24.25	MEETINGS/MILEAGE
	043007	31100	51	02-105-331	45.97	MEETINGS/MILEAGE
	043007	31100	51	02-105-333	28.00	MEETINGS/MILEAGE
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<b>02760 BROOKS TRACTOR</b>	D80599	31731	54	10-149-383	257.26	HYDRAULIC CYLINDER
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012352</b>		<b>Check Total:</b>	<b>257.26</b>
<b>02780 BRUCE MUNICIPAL EQUIPMENT INC</b>	5071318	31731	54	10-149-383	47.85	AERIAL ANTENNA
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012353</b>		<b>Check Total:</b>	<b>47.85</b>
<b>02796 BUBRICK'S</b>	24691	31100	52	08-101-310	159.54	CD HOLDER/PAPER
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012354</b>		<b>Check Total:</b>	<b>159.54</b>
<b>03145 CAREW CONCRETE &amp; SUPPLY CO INC</b>	714464	31100	54	10-134-300	440.54	CATCHBASIN CURBING REPAIR
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012355</b>		<b>Check Total:</b>	<b>440.54</b>
<b>04125 DAVIES WATER #1476</b>	0001996	31100	54	10-134-300	67.68	PIPE COUPLING FOR STORMLINE
	0002244	31100	54	10-131-300	574.27	STRAPS FOR SIGNS
	0002229	31100	54	10-134-300	325.00	CATCHBASIN GRATE AND HOUSING
	0003047	31100	54	10-134-300	487.92	CATCH BASIN GRATE & INLET
	0002862	31100	54	10-134-300	352.00	CATCHBASIN GRATE & INLET
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012356</b>		<b>Check Total:</b>	<b>1,806.87</b>
<b>06115 FERRELLGAS</b>	1015438882	31266	54	10-307-300	69.87	LIQUEFIED PETROLEUM GAS
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012357</b>		<b>Check Total:</b>	<b>69.87</b>
<b>07010 G&amp;K SERVICES INC</b>	1011558247	31731	54	10-149-201	113.70	CLOTHING SERVICE
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012358</b>		<b>Check Total:</b>	<b>113.70</b>
<b>07440 GREAT LAKES LASER LLC</b>	070410-03	31100	52	08-106-300	14.00	NAMEPLATE/J LA BREC
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012359</b>		<b>Check Total:</b>	<b>14.00</b>

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<b>07580 GUNDERSON UNIFORM &amp; LINEN RENT</b>	1198105	31100	52	08-101-313	29.95	TOWEL/MAT SERVICE	
	1198106	31100	51	10-115-201	25.74	MAT/MOP SERVICE	
	1198106	31100	53	09-212-313	3.19	MAT/MOP SERVICE	
	1198106	31100	55	07-202-313	3.19	MAT/MOP SERVICE	
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<b>11030 KAEMPFER &amp; ASSOCIATES INC</b>	13004	31201	54	10-301-212	1,472.29	INDUSTRIAL DISC REG PROGRAM	
	13004	31201	54	10-301-300	48.55	INDUSTRIAL DISC REG PROGRAM	
	13005	31201	54	10-301-212	667.29	INDUSTRIAL DISC REG PROG	
	13006	31201	54	10-301-212	296.47	WW COLLECTION SYS REHAV IMPROV	
	13007	31201	54	10-301-212	7,220.18	WW COLLECTION SYS REHAB IMPROV	
	13008	31201	54	10-301-212	401.20	WW COLLECTION SYS REHAB IMPROV	
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<b>11235 KONE INC</b>	17427616	31100	52	08-101-240	347.77	ELEVATOR REPAIR/BLOWN FUSES	
	<b>Check Date</b>		<b>5/3/2007</b>	<b>Check Nbr</b>		<b>012362</b>	<b>Check Total:</b>
<b>11249 KONICEK ENVIRONMENTAL CONS LLC</b>	1502	31100	12	04-306-000	1,544.40	WASTE MANAGEMENT PROFILING	
	0701003	31100	12	04-306-000	123,030.60	87 RACINE GROUNDWATER MGMT ETC	
<b>Check Date</b>		<b>5/3/2007</b>	<b>Check Nbr</b>		<b>012363</b>	<b>Check Total:</b>	<b>124,575.00</b>
<b>11365 KUNDINGER FLUID POWER INC</b>	P-41562-0	31731	54	10-149-383	5.16	HYDRAULIC PLUG	
	P-41947-0	31731	54	10-149-383	52.58	SEAL-LOK CAP/PLUG	
<b>Check Date</b>		<b>5/3/2007</b>	<b>Check Nbr</b>		<b>012364</b>	<b>Check Total:</b>	<b>57.74</b>
<b>12223 LAUREL'S CREATIONS</b>	8224	31100	52	08-101-193	100.00	DRESS SHIRTS	
	<b>Check Date</b>		<b>5/3/2007</b>	<b>Check Nbr</b>		<b>012365</b>	<b>Check Total:</b>
<b>12250 LAWSON PRODUCTS INC</b>	5492538	31731	54	10-149-300	105.43	NYLON CABLE TIES	
	<b>Check Date</b>		<b>5/3/2007</b>	<b>Check Nbr</b>		<b>012366</b>	<b>Check Total:</b>

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<b>02375 LEXIS NEXIS</b>	37264230	31100	52	08-101-322	50.90	VEHICULAR OFFENSES SUPPLEMENT
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012349</b>		<b>Check Total:</b>	<b>50.90</b>
<b>12450 LINCOLN CONTRACTORS SUPPLY INC</b>	10351610	31100	55	07-202-315	101.00	EQUIPMENT FOR PORTABLE PUMP
	10351870	31100	54	10-121-315	259.00	DIAMOND SAW BLADE
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012367</b>		<b>Check Total:</b>	<b>360.00</b>
<b>13043 MANAWA TELEPHONE CO</b>	050107	31100	51	04-109-221	39.95	INTERNET SERVICE/CABIN
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012368</b>		<b>Check Total:</b>	<b>39.95</b>
<b>13095 MARSHALL &amp; ILSLEY TRUST CO</b>	050307	31100	21	04-415-000	157.38	FLEX SPEND-MEDICAL
	050307	31100	21	04-417-000	96.15	FLEX SPEND-DEPENDENT CARE
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012369</b>		<b>Check Total:</b>	<b>253.53</b>
<b>13149 MATTHEWS COMMERCIAL TIRE CTR</b>	019926	31731	54	10-149-382	31.70	FOAM FILL SMALL TURF TIRE
	019929	31731	54	10-149-382	838.20	PREMIUM RIB/REPAIR FLAT/SUPP
	019779	31731	54	10-149-382	24.76	REPAIR FLATS
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012370</b>		<b>Check Total:</b>	<b>894.66</b>
<b>13345 MENARDS-APPLETON EAST</b>	46523	31100	52	08-101-240	3.93	PD SEWER CLEAN OUT PLUG
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012371</b>		<b>Check Total:</b>	<b>3.93</b>

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<b>13360 MENASHA ELECTRIC &amp; WATER UTILI</b>	040307	31100	55	07-202-223	8.88	MANITOWOC ST BOAT
	041707	31100	12	04-399-000	14.58	TRAFFIC LTS/ONEIDA/MANITOWOC
	041707	31100	51	04-109-214	763.00	DARK FIBER CONNECTION
	041707	31100	51	10-115-223	1,346.86	CITY BLDGS/TAYCO BRIDGE MUSEUM
	041707	31100	51	10-115-225	224.51	CITY BLDGS/TAYCO BRIDGE MUSEUM
	041707	31100	53	09-102-214	112.50	HEALTH DEPT
	041707	31100	53	09-102-223	113.69	HEALTH DEPT
	041707	31100	53	09-102-225	48.97	HEALTH DEPT
	041707	31100	53	09-212-223	293.24	SENIOR CENTER
	041707	31100	53	09-212-225	64.93	SENIOR CENTER
	041707	31100	54	10-131-223	282.45	TRAFFIC LTS/AHNAIP/GARFIELD
	041707	31201	54	10-301-223	30.70	LIFT STATION/DEPERE/PARIS
	041707	31100	55	04-221-223	8.48	CURTIS REED SQUARE
	041707	31100	55	07-202-223	769.96	PARKS/TAYCO/WATER
	041707	31100	55	07-202-225	158.96	PARKS/TAYCO/WATER
	041707	31207	55	07-205-223	411.23	MARINA/CENTER/WATER
	041707	31207	55	07-205-225	16.54	MARINA/CENTER/WATER
	041707	31100	55	10-215-223	82.20	LIFT BRIDGES
041707	31456	56	03-501-223	41.24	222 MAIN	
<b>Check Date</b>	<b>5/3/2007</b>	<b>Check Nbr</b>	<b>012372</b>	<b>Check Total:</b>	<b>4,792.92</b>	
<b>13370 MENASHA EMPLOYEES CREDIT UNION</b>	050307	31100	21	04-299-020	2,040.00	DEDUCTIONS
	<b>Check Date</b>	<b>5/3/2007</b>	<b>Check Nbr</b>	<b>012373</b>	<b>Check Total:</b>	<b>2,040.00</b>
<b>13375 MENASHA EMPLOYEES LOCAL 1035</b>	050307	31100	21	04-299-031	256.00	UNION DUES
	<b>Check Date</b>	<b>5/3/2007</b>	<b>Check Nbr</b>	<b>012374</b>	<b>Check Total:</b>	<b>256.00</b>
<b>13460 CITY OF MENASHA TREASURER</b>	043007	31100	21	04-269-000	168.00	REPLENISH PETTY CASH
	<b>Check Date</b>	<b>5/3/2007</b>	<b>Check Nbr</b>	<b>012375</b>	<b>Check Total:</b>	<b>168.00</b>

Date: Thursday, May 03, 2007  
 Time: 09:33AM  
 User: MGRIESBACH

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

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 Report: 03630Alt.rpt  
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13755 MORTON SAFETY	149884	31100	55	07-202-215	42.30	SUPPLIES
	149883	31731	54	10-149-215	74.27	SUPPLIES
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012376</b>		<b>Check Total:</b>	<b>116.57</b>
14010 N&M AUTO SUPPLY	166604	31731	54	10-149-383	11.94	SPARK PLUG STOCK
	166490	31731	54	10-149-300	24.92	GREASE GUN COUPLERS/SHOP SUPP
	166498	31731	54	10-149-383	9.20	BULB/STOCK
	166221	31731	54	10-149-383	45.09	AXLE BEARING
	165803	31731	54	10-149-383	28.80	AIR FILTER
	165756	31731	54	10-149-383	4.18	SPARK PLUG STOCK
	166237	31731	54	10-149-383	63.54	DISC BRAKE PADS
	167422	31731	54	10-149-383	20.72	SPARK PLUG
	166694	31731	54	10-149-383	11.76	ELECT-MECH FLASHER
	167199	31731	54	10-149-383	7.96	SPARK PLUG
	167496	31731	54	10-149-383	4.30	OIL SEAL
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012377</b>		<b>Check Total:</b>	<b>232.41</b>
14220 NEENAH-MENASHA SEWERAGE COMM	2007-071	31201	54	10-302-250	16,007.00	MAY 2007 INT/BOND ISSUE NMSC
	2007-065	31201	21	04-229-000	9,660.66	MAY 2007 WASTEWATER TREATMENT
	2007-065	31201	54	10-302-250	65,033.07	MAY 2007 WASTEWATER TREATMENT
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012378</b>		<b>Check Total:</b>	<b>90,700.73</b>
14525 NOVUSOLUTIONS	21368	31100	51	04-109-243	2,900.00	NOVUS MAINT 2007
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012379</b>		<b>Check Total:</b>	<b>2,900.00</b>
15080 OFFICEMAX CONTRACT INC	292797	31100	51	10-115-310	32.02	OFFICE SUPPLIES
	292797	31100	55	07-201-310	54.30	OFFICE SUPPLIES
	468539	31100	54	10-111-310	33.06	OFFICE SUPPLIES/ENG
	468539	31100	55	07-201-310	9.83	OFFICE SUPPLIES/PARK/RED
	468539	31100	56	03-202-310	9.82	OFFICE SUPPLIES/COM DEV
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b>	<b>012380</b>		<b>Check Total:</b>	<b>139.03</b>

Date: Thursday, May 03, 2007  
 Time: 09:33AM  
 User: MGRIESBACH

**CITY OF MENASHA**  
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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
<b>16025 PACKER CITY INTERNATIONAL</b>	3270940072	31731	54	10-149-383	9.39	AIR FILTER
Check Date	5/3/2007	Check Nbr	012381		Check Total:	9.39
<b>16300 PIGGLY WIGGLY #24</b>	041707	31827	53	09-212-300	34.89	APRIL PARTY SUPPLIES
Check Date	5/3/2007	Check Nbr	012382		Check Total:	34.89
<b>18370 RIESTERER &amp; SCHNELL INC</b>	477359	31731	54	10-149-383	542.48	STEERING VALVE
Check Date	5/3/2007	Check Nbr	012383		Check Total:	542.48
<b>18400 ROAD EQUIPMENT</b>	466475	31731	54	10-149-383	32.16	SERVICE CHAMBER BRAKE
Check Date	5/3/2007	Check Nbr	012384		Check Total:	32.16
<b>19775 SUPERIOR CHEMICAL CORP</b>	19693	31100	13	04-106-000	487.80	CLEANING SUPPLIES
Check Date	5/3/2007	Check Nbr	012385		Check Total:	487.80
<b>20115 TESCH CHEMICAL CO INC</b>	TC108445	31100	55	07-202-313	41.30	CLEAN SUPPLIES/VANDALISM
Check Date	5/3/2007	Check Nbr	012386		Check Total:	41.30
<b>20400 TRIUMPH ELECTRIC INC</b>	8499	31100	52	05-201-240	94.71	120-VOLT OUTLET
Check Date	5/3/2007	Check Nbr	012387		Check Total:	94.71
<b>20498 TWO RIVERS SENIOR CENTER</b>	042707	31100	21	04-269-000	144.50	SPRING SING CONCERT
Check Date	5/3/2007	Check Nbr	012388		Check Total:	144.50
<b>21060 UNITED PAPER CORPORATION</b>	50608	31100	52	08-101-300	353.40	EMERGENCY BLANKETS
Check Date	5/3/2007	Check Nbr	012389		Check Total:	353.40
<b>21280 USCM PAYROLL PROCESSING</b>	050307	31100	21	04-419-000	1,072.50	DEFERRED COMP
Check Date	5/3/2007	Check Nbr	012390		Check Total:	1,072.50

Date: Thursday, May 03, 2007  
 Time: 09:33AM  
 User: MGRIESBACH

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

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 Report: 03630Alt.rpt  
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
<b>23152 WE ENERGIES</b>	050107	31263	56	03-207-701	164.19	ACQUISITION/CONVERSION PROJ
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b> 012391			<b>Check Total:</b> 164.19	
<b>23165 WEST PAYMENT CENTER</b>	813415031	31100	51	02-103-322	96.41	INFORMATION CHARGES
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b> 012392			<b>Check Total:</b> 96.41	
<b>23275 WINNEBAGO COUNTY TREASURER</b>	APRIL	31310	57	04-101-610	2,345.71	WINN CO IND DEV/PRINCIPAL
	APRIL	31310	57	04-201-620	654.29	WINN CO IND DEV/INTEREST
	APRIL	31310	57	04-101-610	1,523.11	WINN CO IND DEV/PRINCIPAL
	APRIL	31310	57	04-201-620	626.89	WINN CO IND DEV/INTEREST
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b> 012393			<b>Check Total:</b> 5,150.00	
<b>23415 WISCONSIN HISTORICAL SOCIETY</b>	050107	31100	56	03-202-320	65.00	MEMBERSHIP RENEWAL
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b> 012394			<b>Check Total:</b> 65.00	
<b>23455 WISCONSIN SUPPORT COLLECTIONS</b>	050307	31100	21	04-299-015	436.31	CHILD SUPPORT
	050307	31100	21	04-299-016	138.40	SPOUSAL SUPPORT
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b> 012395			<b>Check Total:</b> 574.71	
<b>26200 ZARNOTH BRUSH WORKS INC</b>	111373	31100	54	10-123-315	443.00	BROOM REFILLS
	<b>Check Date</b> 5/3/2007	<b>Check Nbr</b> 012396			<b>Check Total:</b> 443.00	
<b>Grand Total:</b>					<b>252,539.55</b>	

# CERTIFICATE OF PAYMENT

DATE: May 1, 2007

PAYMENT REQUEST: 3 (Final)

CONTRACTOR: Cover-all of Wisconsin, LLC

ADDRESS: P.O. Box 35, Stratford, WI 54484-0035

CONTRACT UNIT NUMBER: 2006-09

PROJECT DESCRIPTION: Road Salt Storage Facility

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ORIGINAL CONTRACT AMOUNT	\$ 126,743.00
CHANGE ORDER NO. _____ AMOUNT: \$ _____	
PREVIOUS CHANGE ORDER(S): \$ 3,986.76	
TOTAL CONTRACT AMOUNT (INCLUDING CHANGE ORDERS)	\$ 130,729.76
TOTAL EARNED TO DATE (SUMMARY ATTACHED)	\$ 130,729.76
LESS RETAINAGE	\$ 0
AMOUNT DUE	\$ 130,729.76
PREVIOUS PAYMENTS	\$ 114,071.50
AMOUNT DUE THIS PAYMENT	\$ 16,658.26

ESTIMATE PERIOD: FROM March 1, 2007 TO: April 30, 2007

*I certify that all bills for labor, equipment, materials, and services are paid for which previous certificates for payment were issued.*

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

*Lien Waivers from all subcontractors and suppliers shall accompany each Request for Payment. Affidavit of Compliance with Prevailing Wage Rates shall accompany Request for Final Payment.*

**RECOMMENDED FOR PAYMENT:**  
DIRECTOR OF PUBLIC WORKS: Mark Rattler DATE: 5-2-07

**APPROVED FOR PAYMENT:** COUNCIL APPROVAL DATE: \_\_\_\_\_

## FINANCE DEPARTMENT

<u>ACCOUNT NUMBER</u>	<u>BUDGET</u>	<u>CHARGE TO ACCOUNT</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

**Cover-All of Wisconsin, LLC**

C4640 Hwy. 97  
 P.O. Box 35  
 Stratford, WI 54484-0035



**Invoice**

**Bill To**  
 City of Menasha Dept. of Public Works  
 Attn: Carol Schmidt  
 140 Main St.  
 Menasha, WI 54952

Date	Invoice #
4/27/2007	518

P.O. No.	Terms	Due Date	Rep
	Due Upon Receipt	4/27/2007	DLP

Quantity	Description	Unit Cost	Amount
	70' x 81' Meridian Cover-All Building per Contract Unit No. 2006-09	126,743.00	126,743.00
	Change Order #1 - optional 16' x 20' OH Door, optional Liftmaster door opener	3,575.76	3,575.76
	Change Order (dated 12/20/06) - Upgrade fabric from white to white with navy blue	411.00	411.00
	Less: Deposit on Contract (check 11400 dated 2/15/07)	-63,371.50	-63,371.50
	Less: Deposit on Contract (check 12158 dated 4/19/07)	-50,700.00	-50,700.00
SIGNATURE _____			
DATE _____			
ACCT. # _____	AMT \$ _____		
ACCT. # _____	AMT \$ _____		
ACCT. # _____	AMT \$ _____		
ACCT. # _____	AMT \$ _____		
ACCT. # _____	AMT \$ _____		

Subtotal	\$16,658.26
Sales Tax (5.5%)	\$0.00
<b>Balance Due</b>	<b>\$16,658.26</b>

**Please remit payment to the address above. A finance charge of 1.5% per month will be added to all past due accounts.**

Phone #	Fax #	E-mail	Web Site
715-687-2453	715-687-2331	kpeterson@coverallofwisconsin.com	www.coverallofwisconsin.com

# RELOCATION ORDER

Wisconsin Department of Transportation  
DT1708 2000 (Replaces RE3006)

Project 4065-13-21	Name of Road THIRD STREET (RACINE STREET – MANITOWOC STREET)	Highway STH 114	County WINNEBAGO
Right of Way Plat Date 03/16/07	Plat Sheet Numbers 4.1, 4.2, 4.3, 4.4, 4.5	Date of Previously Approved Relocation Order NONE	

Description of Termini of Project

Beginning 1279.31 feet south and 238.26 feet east of the west quarter corner of Section 14, Township 20 North, Range 17 East, in the City of Menasha, Winnebago County, Wisconsin; thence east along the reference line of Third Street within the right-of-way shown on the plat approximately 0.348 miles to a point 1292.32 feet south and 2076.50 feet east of the west quarter corner of said Section 14, Township 20 North, Range 17 East, in the City of Menasha and there terminating.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Section 62.22, Wisconsin Statutes, the City of Menasha orders that:

1. The said highway is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by the City of Menasha pursuant to the provisions of Section 62.22, Wisconsin Statutes.
3. This order supersedes and amends any previous order issued by the City of Menasha.

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
(Date)



May 3, 2007

Board of Public Works  
City of Menasha  
Menasha, WI 54952

RE: Recommendation to Enter into Agreement for Real Estate Services for Third Street  
Reconstruction Project

Members of the Board:

The Wisconsin Department of Transportation (WisDOT) has scheduled the Third Street (STH 114) reconstruction project for 2008. The project involves the reconstruction of Third Street from Tayco Street to Manitowoc Street/Plank Road. As part of this project, it is necessary for the City of Menasha to acquire additional street right of way from five parcels.

A Request for Proposals was submitted to seven firms who have had experience with WisDOT project acquisitions. Proposals were received from five of the firms. The RFP and proposals are included in the Board of Public Works packet. Following is a summary of the fee proposals from each firm:

OMNNI Associates	\$5,300
EarthTech	\$5,300
Martenson & Eisele, Inc.	\$8,750
G.J. Miesbauer & Associates	\$18,500
Moss & Associates	\$75/hour (no firm fee provided)

This project has a very tight schedule for right of way acquisition as the titles need to be secured by October 31, 2007. I contacted some of the listed references for both OMNNI and EarthTech to learn of past project experiences with these firms. One of the references is a city listed by both firms so particular attention was given to that reference. Based on the experiences of the contacted references, I recommend the City of Menasha enters into agreement for real estate services with OMNNI Associates per their proposal terms.

Sincerely,

Mark Radtke  
Director of Public Works

M:\word\BPW memo re r-w acquire OMNNI 5-3-07.doc

## **REQUEST FOR PROPOSALS**

Professional Services for Right of Way Acquisition  
Third Street, City of Menasha  
Tayco Street to Manitowoc Street  
STH 114  
Winnebago County

### **Project Description**

The Wisconsin Department of Transportation (WisDOT) Green Bay NE Region will be reconstructing Third Street from Tayco Street to Manitowoc Street in the City of Menasha during the 2008 construction season. The proposed project consists of reconstructing the existing pavement, curb and gutter and sidewalks, and replacing the existing storm sewer. As part of this project, the City of Menasha is required to acquire 887 square feet of right of way from five parcels. In addition, Temporary Limited Easements (TLEs) need to be obtained for these five parcels, and a release of rights is needed from a utility.

### **Scope of Requested Services**

The City of Menasha is responsible for completing the necessary right of way acquisitions and real estate interests for this project. The City is seeking proposals from firms to perform these necessary real estate services, all in conformance with WisDOT guidelines and applicable Wisconsin State Statutes.

Enclosed is a copy of the pre-final right of way plat and descriptions of the required interests for each involved parcel. All interests shall be acquired prior to the final PS&E date, which is November 1, 2007. Requested services include the following:

1. Perform negotiations for the acquisition of property for right of way purposes.
2. Provide associated Fee Titles to the City of Menasha.
3. Obtain TLEs from identified properties.
4. Secure a Release of Rights from Wisconsin Bell, Inc. d/b/a AT&T.
5. Coordinate all work with the City of Menasha.

It is anticipated the selected firm will perform sales studies in order to determine a price per parcel. Full appraisals may be necessary should the property owner decide not to sell based solely on the data from the sales study. Title searches have recently been reviewed by WisDOT's consultant and are available for your use upon request to the City.

All closing costs, recording fees and any necessary appraisal review costs will be the responsibility of the City of Menasha. The Scope of Services does not include any services necessary for condemnation processes.

**Project Schedule**

Following are dates of significance for this project:

Deadline for Submittal of Proposals.....	April 30, 2007
Common Council Expected Approval .....	May 7, 2007
Notice to Proceed (Project Start) .....	May 14, 2007
Project Completion (Delivery Deadline) .....	October 31, 2007

**Proposal Requirements**

The proposal shall clearly outline the services provided by the submitting firm. Services that are not included and any additional services should also be identified in the proposal. The submittal shall include a statement of qualifications which should include a history and brief description of similar projects completed by the firm. Key project team members shall be identified and a profile of their pertinent qualifications shall be included with the proposal. In addition, any compelling factors specially related to this project that should be considered by the City in its selection process may be explained in the qualifications statement.

The fee basis for all work shall be clearly stated, with either a Not to Exceed figure or fixed fee amount provided for all basic services outlined in the Scope of Services. Fees for any anticipated additional services shall be explained as clearly as possible to assist the City in its review of proposals. If those fees can not be clearly forecasted, the basis for establishing those fees shall be explained in the proposal.

The proposal shall be submitted to the office of the Director of Public Works at the following address:

City of Menasha  
 Attn: Mark Radtke  
 Director of Public Works  
 140 Main Street  
 Menasha, WI 54952

Proposals shall be submitted in a sealed envelope with "Third Street Right of Way Acquisition Services Proposal" clearly indicated on the outside of the envelope. **The deadline for submittal of proposals is 3:00 PM, Monday, April 30, 2007.**

The City will rank responding firms in accordance with its determination of which firm is most competent, compatible, and economically efficient to do the work. The firm deemed most qualified in those three areas combined will be recommended to the Common Council for approval as the selected firm.

The selected firm shall supply the City with a Certificate of Insurance meeting the City's requirements and naming the City as an additional insured. In addition, the selected firm shall provide a non-discrimination clause in the professional services agreement.

Please contact Mark Radtke at (920) 967-3611 if you have any questions.

April 30, 2007

Mr. Mark Radtke  
Director of Public Works  
City of Menasha  
140 Main Street  
Menasha, WI 54952

**RE: Third Street Right of Way Acquisition**

Dear Mark:

OMNI Associates is pleased to submit this letter for professional services for Right-of-Way (ROW) acquisition on the Third Street project.

We believe that continuity from design through ROW acquisition will enhance the success of this project. We have put together an experienced team to acquire the ROW and keep the project on track. Our team includes:

**Project Manager:**        **Phil Ramlet, PE, OMNI Associates**  
**and Negotiator**

**Sales Study:**            **Mark Smith, Smith Appraisals**

**Project Description**

The Wisconsin Department of Transportation will be reconstructing Third Street during the 2008 season. The City of Menasha is required to acquire 887 square feet of right of way from 5 parcels, including Temporary Limited Easements, and a release of rights from a utility in order for the project to be constructed.

**Scope of Services**

- **Perform an Appraisal and Sales Study.** We anticipate that all 5 parcels will be purchased as "nominal" parcels (i.e. the cost of each parcel is less than \$10,000). To purchase these parcels, a sales study will be performed and a price per parcel determined. If the property owner decides that they will not sell based on the data supplied in the Sales Study, a full appraisal must be completed.
- **Review and Confirmation.** We propose to have the City Assessor from Menasha review the sales study and confirm the proposed pricing structure.
- **Prepare Warranty Deeds, Easements, and Release of Rights.**
- **Negotiation.** The role of the negotiator is to try to facilitate a deal that is fair to the property owner and acquiring agency. The Negotiator is responsible to make sure the process is documented and complies with Chapter 32 of the Wisconsin Statutes.



*Mr. Mark Radtke, DPW  
City of Menasha  
Page 2*

**Fees**

Sales study	\$2,500.00
Document Preparation and Negotiation Services	<u>\$2,800.00</u>
<b>Project Total</b>	<b>\$5,300.00</b>

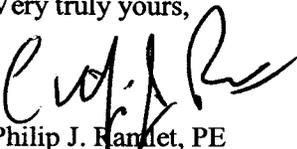
**Items not Included**

- Full appraisals on each parcel
- Any services necessary for condemnation
- Closing costs and recording fees

I have provided experience and a resume for your review. If you have any questions or if you would like additional information, please contact me at 920-735-6900 or through the email provided.

Thank you for considering OMNNI Associates as your real estate acquisition consultant.

Very truly yours,

  
Philip J. Radtke, PE  
President

**Philip J. Ramlet, P.E.**  
*President, Principal-In-Charge*

**EDUCATION**

B.S., 1982  
Civil and Environmental  
Engineering, University  
of Wisconsin-Madison

**PROFESSIONAL  
REGISTRATION**

Professional Engineer,  
1986, Wisconsin –  
#E-24845

**PROFESSIONAL  
MEMBERSHIPS**

Chairman,  
Real Estate Foundation  
Fox Cities Community  
Foundation

Chairman,  
Appleton Riverfront  
Action Committee  
2003

Member,  
Appleton  
Redevelopment  
Authority, 1999-2001

Board of Directors  
Fox Cities Chamber of  
Commerce, 1995-2001  
Chairman of the Board,  
2000

Past President  
Wisconsin Association  
of Consulting Engineers  
7/97 – 6/98

**EXPERIENCE**

Mr. Ramlet serves as President of OMNNI. He has served as a project manager, inspector, resident engineer, and construction manager on both public and private sector projects. He is thoroughly experienced in the design and construction of utility systems, transportation facilities and water resource structures. He is experienced in real estate negotiations including acquisitions and easement procurement. Project experience includes:

**City of Appleton, East College Avenue.** Currently serving as Negotiator for an urban reconstruction project requiring 80 acquisitions, including five relocations. Responsibilities include negotiation with property owners, coordination with subconsultants, city staff and LPA representatives. All acquisitions comply with Chapter 32 of the Wisconsin State Statutes.

**City of Appleton, West College Avenue.** Served as Negotiator for an urban reconstruction project requiring 10 acquisitions, 37 Temporary Limited Easements, 1 Conveyance of Rights and 21 construction permits. Responsibilities include negotiation with property owners, coordination with appraisal subconsultant, city staff and LPA representatives. Held a “Blitz Meeting” for properties requiring TLEs. All acquisitions comply with Chapter 32 of the Wisconsin State Statutes.

**Town of Grand Chute, Fox River Mall Trail.** Served as Negotiator for a pedestrian trail in the Fox River Mall vicinity. Project required 1 acquisition, 4 Temporary Limited Easements, 4 Permanent Limited Easements and 1 Conveyance of Rights. Responsibilities included negotiation with property owners and coordination with Town and LPA representative. Negotiations were challenging because the Town asked the property owners to donate all PLE and TLEs. All acquisitions comply with Chapter 32 of Wisconsin State Statutes.

**WisDOT, Bureau of Aeronautics, 11 Avigation Easements at Shawano Municipal Airport.** Served as Negotiator for a Runway Relocation project requiring 11 Avigation Easements. Responsibilities included negotiation with property owners, and coordination with appraisal consultants, title company, city staff and BOA personnel. All acquisitions comply with Chapter 32 of the Wisconsin State Statutes.

**Columbia County, Boelte Road and CTH K Bridges.** Served as Negotiator for bridge projects requiring one acquisition and 2 Temporary Limited Easements. Responsibilities included negotiations with property owners, coordination with appraisal consultant, county highway commissioner, and LPA representatives. All acquisitions complied with Chapter 32 of the Wisconsin State Statutes.

**PROFESSIONAL MEMBERSHIPS Cont.**

Member  
American Society of Civil Engineers

Member  
National Society of Professional Engineers

Board Member  
Transportation Development Association

**Past Project Experience:**

**Black Wolf Sanitary District, Winnebago and Fond du Lac Counties, Wisconsin.** Project manager for 100,000 l.f. of sanitary sewer installation in Winnebago and Fond du Lac counties. Real estate responsibilities included negotiating over 500 easements through private property and twelve property acquisitions for lift station installations. All acquisitions were performed as dictated by Chapter 32 of the Wisconsin State statutes. Property was acquired from a varied group of people ranging from farmers to owners of expensive lakefront property. By using a positive negotiation strategy and campaign, all easements and acquisitions for this controversial project were completed in eight months.

**Outagamie County Regional Airport, Appleton, Wisconsin.** Assisted the airport director in acquiring four properties adjacent to the airport. The acquisitions were performed as dictated by Chapter 32 of the Wisconsin State statutes. Responsibilities included meeting with the property owners and explaining the upcoming projects and coordination with the appraisers.

**CONTINUING EDUCATION – REAL ESTATE**

<b>June 29-30, 2004</b>	<b>Principles of Real Estate Appraisal</b> IRWA Course 400
<b>May 19, 2004</b>	<b>LPA Training</b> WisDOT District 3

**AFFILIATIONS/AWARDS**

- 1996 Wisconsin Council on Aeronautics Airport Engineering Award
- 1995 Fox Cities Chamber of Commerce Small Business Person of the Year
- 1993 Excellence Award - Boy Scouts
- Appleton Baseball Club, Inc. - Vice President
- Memorial Park Arboretum & Garden, Board Member
- Appleton YMCA, Board Member

## Right-of-Way Experience and References

**Client:** City of Appleton  
**Contract Date:** 2004-2005

**Work Performed:**

**College Avenue, Project ID #4659-06-21**

Negotiator for an urban reconstruction project requiring 10 acquisitions, 37 Temporary Limited Easements, 1 Conveyance of Rights and 21 construction permits. Responsibilities include negotiation with property owners, coordination with appraisal subconsultant, city staff and LPA representatives. Held a "Blitz Meeting" for properties requiring TLEs. All acquisitions comply with Chapter 32 of the Wisconsin State Statutes.

**Contact:** *Paula Vandehey, P.E., DPW, City of Appleton*  
*(920) 830-6482*  
*2*

**Client:** Town of Grand Chute  
**Contract Date:** 2004-2005

**Work Performed:**

**Fox River Mall Trail, Project ID # 1130-24-71**

Negotiator for a pedestrian trail in the Fox River Mall vicinity. Project required 1 acquisition, 4 Temporary Limited Easements, 4 Permanent Limited Easements and 1 Conveyance of Rights. Responsibilities included negotiation with property owners and coordination with Town and LPA representative. Negotiations were challenging because the Town asked the property owners to donate all PLE and TLEs. All acquisitions comply with Chapter 32 of Wisconsin State Statutes.

**Contact:** *Mike Marsden, Town Chairman, Town of Grand Chute*  
*(920) 731-8194*

**Client:** WisDOT, Bureau of Aeronautics  
**Contract Date:** 2004-2005

**Work Performed:**

**11 Avigation Easements at Shawano Municipal Airport**

Negotiator for a Runway Relocation project requiring 11 Avigation Easements. Responsibilities include negotiation with property owners, and coordination with appraisal consultants, title company, city staff and BOA personnel. All acquisitions comply with Chapter 32 of the Wisconsin State Statutes.

**Contact:** *Gordon Fleury, WisDOT, BOA*  
*(608) 266-2595*



A **tyco** International Ltd. Company

1210 Fourier Drive P 608.836.9800  
Suite 100 F 608.836.9767  
Madison, WI 53717 www.earthtech.com

April 25, 2007

Mark Radtke  
Director of Public Works  
City of Menasha  
140 Main Street  
Menasha, WI 55952

Subject: **Response to Request for Proposal  
Acquisition Service for Third Street (STH 114)  
Project I.D. 4065-13-21**

Dear Mr. Radke:

Enclosed you will find 3 copies of our Proposal for the above named Project. I would like to point out one item for you to consider and that is our understanding of the process you must be following for this Local Public Agency project. Our firm is also the Contract LPA Coordinator for WisDOT Southeast Region and has been for the last 9 years. In this capacity we oversee all of the LPA projects in that region to be sure they follow the WisDOT Real Estate process correctly and efficiently. It has provided us with an insight that no one else has.

Being part of a large engineering firm we also have access to a vast amount of technical expertise in the many disciplines of the profession

There may be questions you may have. Feel free to contact me at any time. I have enclosed my card for your use. We look forward to working with you on this project.

Sincerely,  
Earth Tech, Inc.



Raymond G. Gardner  
Real Estate Project Manager

Enclosures: As Noted

cc: file



**PROPOSAL**

**FOR**

**Right of Way, Fee Acquisition, and Negotiations Services**

**City of Menasha, Wisconsin**

**Third Street (STH 114)**

**Racine Street – Manitowoc Street**

**April 25, 2007**

**Prepared for:  
Mark Radtke  
Director of Public Works  
For the City of Menasha, Wisconsin  
140 Main Street  
Menasha WI 55952  
Telephone (920) 967-3611**

**Presented by:  
Raymond G. Gardner  
Real Estate Department  
Earth Tech, Inc.  
1210 Fourier Drive, Suite 100  
Madison WI, 53717  
Telephone (608) 828-8136  
Fax (608) 836-9767  
E-Mail ray.gardner@earthtech.com**

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# **RIGHT OF WAY QUALIFICATIONS**

## **For Right of Way Fee acquisitions and Temporary Limited Easements**

### **1. Business Organization**

Earth Tech, Inc. (Earth Tech) is an engineering, construction, and environmental firm that has supported the Wisconsin State Departments of Transportation, cities, towns, villages, counties, municipalities, and the private sector for many years. Specializing in planning, design, and construction management of infrastructure, Earth Tech offers clients engineering experience, resources, and unlimited technical capabilities. Our real estate department is one of the finest in the state. Having worked for not only the State of Wisconsin, but also in many of the major municipalities in the state, we have the expertise and experience in acquisition and negotiations, relocation plans and in the necessary relocation services. We have included a listing of projects for you to review regarding projects that we have completed.

Earth Tech's traditions of excellence and integrity were established nearly a century ago. We are committed to providing experienced professionals dedicated to solving our clients' municipal, transportation, right of way, relocation, and environmental challenges. Earth Tech strives for excellence throughout every project, driven by professional integrity, dedication to quality, and genuine concern for our clients' needs.

Locally, there are four offices—Madison, Milwaukee, Sheboygan, and Stevens Point—with close to 500 employees providing services in 11 disciplines. Earth Tech is certified by the Wisconsin Department of Transportation (WisDOT) and is listed on the roster of Eligible Engineering Consultants. Earth Tech is licensed to operate in the State of Wisconsin.

The Real Estate Department located in Madison, works with our other offices to provide real estate acquisition services for roads, highways, buildings, sewer easements, industrial parks, airports, and flood control projects. We are qualified to provide litigation support, real estate acquisition services, negotiation services, relocation plans and relocation assistance to displaced persons, businesses, and farms. We are familiar with and routinely provide services guided by Federal Uniform Relocation Assistance and Real Property Acquisition Act and State Statutes including 32.05 and 32.06 and the Administrative Code COMM 202 and procedures as outlined in the WisDOT Real Estate Manual. Our staff are members of the International Right of Way Association.

Earth Tech is very interested in providing real estate relocation plans, relocation services, and acquisition services. Our Real Estate Department is staffed with personnel who have the expertise, training, and experience to deliver a project on time and with the quality you demand. It would be our intention to outsource the appraisal requirements with an appraiser from the WisDOT approved appraiser list. Our staff participates in all current training with the International Right of Way Association (IRWA) and are members. Ray Gardner and Annette DuCharme are both on the list of approved negotiators for the Department of Transportation in the State of Wisconsin (WisDOT). Ray holds a Real Estate Brokers License for the State of Iowa and Annette is certified in relocation by the IRWA

Some of our current projects are nearing completion and staff will be available for your project. Upon completion of an agreeable contract for all parties and Notice to Proceed we would begin the delivery of service. All work would follow the state statues regarding eminent domain, the Administrative Code and the Uniformed Act and all policies of the state and local government. We will also be following the Wisconsin Department of Transportation Real Estate Manual, and the Right of Way Acquisition Guide for Local Public Agencies, a WisDOT Manual.

### **KEY PERSONNEL**

Raymond Gardner will be the Real Estate Project Manager. Ray has completed many projects of this nature and provided extensive acquisition and relocation services in the state of Wisconsin. With last 9 years as the Contract LPA coordinator for the Southeast Region of the Wisconsin Department of Transportation (WisDOT) will lend a unique set of experiences covering every conceivable situation traditional and non traditional. There is a resume at the back of this proposal.

Annette DuCharme will be responsible for computer operations, record keeping and word processing for this project as well as acquisition and negotiations. Annette has also received current and up to date training in negotiations from the International Right of Way Association (IRWA) as well as WisDOT and the Department of Commerce. She was on of 3 people from Wisconsin to attend the National seminar on changes in the newly revised Uniform Acquisition and Relocation Act. She is certified by the IRWA in relocation and is an approved WisDOT LPA negotiator. There is a resume at the back of this proposal.

### **2. Statement of Work and Scope**

The Earth Tech Real Estate Department can provide the following services for real estate acquisition and negotiation projects:

Provide a Real Estate Project Manager  
Preparation of all parcel files

Arrange for appraisal services if needed  
Creating or arranging for Sales Studies of Land  
Complete acquisition/negotiation services  
Acquire land by deed or by Award of Damages  
Make requests for Payment  
Record all appropriate documents  
Coordinate moving with utility companies  
Preparation of all R/W certifications if needed

Our Scope of Services does extend far beyond those stated above. If the following services are needed by the City, Earth Tech can provide with a contract amendment.

- Relocation Plan
- Relocation Assistance Services
- Appraisals
- Reimbursement Requests
- Property Management
- Demolition Contract Services

We understand that this project consists of 5 parcels to be acquired by the Nominal Payment Parcel method. Should any of the nominal parcels convert to an appraisal parcel because of the desires of the land owner or the land owner requesting an appraisal then we reserve the right to submit a contract amendment to cover the cost of the required appraisal.

The following is a partial list of projects of similar or larger in size or scope

**Partial list of Projects**

In the past few years our firm and the real Estate department have successfully completed the following projects:

Portage Levee, City of Portage	Project Management, All Relocation Service, Acquisition Service
Wisconsin Ave., City of Appleton	Project Management, All Relocation Service, Acquisition Service
Apple Creek Flood Control City of Appleton	Project Management, All Relocation Service, Acquisition Service
Water Street, Menomonee Falls	Project Management, All Relocation Service, and Acquisition Service
Kohl Center, Dept. of Admin. In Madison	Project Management, All Relocation Service,
Downtown Renewal, Deforest	Project Management, All Relocation Service, Acquisition Service
La Crosse Center Expansion	Business and residential Relocation Plan, and Relocation Assistance Services
Paoli Street, City of Verona	Project Management, All Relocation Service, Acquisition Service
CTH B, City of La Crosse	Project Management, All Relocation Service, Acquisition Service

South Avenue, City of La Crosse	Project Management, All Relocation Service, Acquisition Service
Village of Oregon	Project Management, All Relocation Service, Acquisition Service
WisDOT, District 1, STH 151	Relocation Plans and Relocation Services
WisDot, District 1, STH 12	Relocation Plan and Relocation Services
CTH M , City of Verona	Program Management, Acquisition Services
CTH L, Waukesha County	Program Management, Relocation Plan Relocation Services, Acquisition Services

At present our firm is the District Wide Contract Local Public Agency Coordinator for the Wisconsin Department of Transportation Southeast Region.

### **STAFF EXPERIENCE**

Individuals that will be involved in this project are as follows:

- Raymond G. Gardner                      Project Manager  
Member of IRWA, he will be responsible for the Project Management of this project as well as the Relocation order, Relocation Plan, negotiations, and all over all responsibilities for the project.
- Annette DuCharme                      Real Estate Specialist  
Member of IRWA, She will be responsible for acquisition and negotiating services as needed, computer work and other administrative assignments.
- Robert F. Thayer                      Appraiser  
Certified appraiser and on the approved list for WisDOT. He will be responsible for the Sales Study and any nominal appraisals if needed.

### **PAST PROJECT EXPERIENCE**

<u>Project</u>	<u>Personnel</u>
Portage Levee, City of Portage	Raymond Gardner, Project Manager Relocation, Negotiations
Wisconsin Ave., City of Appleton	Raymond Gardner, Project Manager
Apple Creek Flood Control	Raymond Gardner, Project Manager

City of Appleton	Negotiations
Ballard Road, City of Appleton	Raymond Gardner, Project Manager Annette DuCharme Negotiations
Water Street, Menomonee Falls	Raymond Gardner, Project Manager Relocation, Negotiations
Kohl Center, Dept. of Admin. In Madison	Raymond Gardner, Project Manager Relocation
Downtown Renewal, Deforest	Raymond Gardner, Project Manager Relocation Annette DuCharme, Relocation
Paoli Street, City of Verona	Raymond Gardner, Project Manager Relocation, Negotiations
CTH B, City of La Crosse	Raymond Gardner, Project Manager Relocation, Negotiations
CTY M, City of Verona	Raymond Gardner, Project Manager Annette DuCharme Negotiations
Village of Oregon	Annette Ducharme Negotiations, Relocation Plan and services
Town of Curtis	Annette DuCharme Relocation plan and services
Trempealeau County, Flood Buy out	Raymond Gardner, Project Manager Negotiations, Relocation Plan and services
District 6 WisDOT, Wetlands Banking	Raymond Gardner, Project Manager Negotiations
District 1 WisDOT, Wetlands baking	Raymond Gardner, Project Manager Annette DuCharme Negotiations
District 2 WisDOT, LPA Coordination	Raymond Gardner Annette DuCharme

### **3. Time Schedule**

Using your Project Start date of April 26, 2004 as a beginning time, the following would be followed assuming that the City has already filed a Certificate of Necessity or a relocation order with the County Clerk:

Sales Study Started	May 14, 2007
Offering price approvals	May 25, 2007
Last offers made	June 16, 2007
Last Jurisdictional Offer made	September 5, 2007
Last Award of damages recorded	September 30, 2007
R/W Clear Date	October 31, 2007

The time frame is very short and tight. We will aim for these dates as our goal.

**4. COST OF ACQUISITION SERVICES**

**COST OF ACQUISITION SERVICES.**

**Labor Costs**

Acquisition Services for 5 Parcels @ \$700 each	\$3,500

Sales Study each	\$1,800
Appraisal costs if needed	Each \$500 Not added in to total unless needed

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<b>Total Estimated Cost of Services Not to Exceed</b>	<b>\$5,300</b>
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**Raymond G. Gardner**  
**Real Estate Agent**

### **Education**

AA, Education, Mason City Junior College, Mason City, Iowa, 1960

### **Professional Licenses**

Real Estate Broker, Iowa, #B00868000

### **Experience Summary**

Mr. Gardner was the acquisition and relocation advisor for the city of Mason City, Iowa, for eight years. He has been an expert witness in eminent domain cases relating to construction of a mall where he purchased property and relocated 56 businesses, along with 76 people. His training with HUD covers all aspects of the acquisition process, including review appraisal, and his work with the Red Cross has given him the training and experience with organization and communication.

### **Project Experience**

**Dane County, Real Estate Consulting, Dane County, Wisconsin.** Project manager for consulting services regarding relocation and other real estate matters. [01/2007 - 01/2009]

**City of Horicon, STH 33 Right-of-Way Acquisition, Horicon, Wisconsin.** Project manager for purchase of 121 parcels of right of way including some appraisals from Columbia Street to South Palmatory Street. [07/2006-present]

**City of Platteville, STH 80 Relocation and Property Acquisition, Platteville, Wisconsin.** Project manager for acquisition of parcels for reconstruction of STH 80 from Pine Street to Our House, LLC, to relocate residents and businesses. Managing development of a conceptual relocation plan as well as an acquisition plan. [02/2006-present]

**Wisconsin Department of Transportation - Southwest Region, USH 18/151 Relocation Assistance, Ridgeway, Wisconsin.** Project manager for development of a draft for approval of a relocation plan for one parcel, acquiring two properties for widening the roadway, and providing relocation assistance for one gas station/restaurant complex. [10/2006 - 10/2009]

**Wisconsin Department of Transportation - Northeast Region, USH 41 Oconto-Peshtigo Expressway Property Management, Oconto and Marinette Counties, Wisconsin.** Project manager coordinating the property management services for the expressway. [02/2007 - 02/2009]

**Wisconsin Department of Transportation - Northeast Region, USH 41 Property Management STH 26 - Breezewood Lane, near Green Bay, Wisconsin.** Project manager for acquisition services prior to highway improvement and reconstruction, including appraising four parcels of property, acquiring the parcels by deed or by award, relocation of the businesses that occupy the premises, and property management for structures on the vacant properties by arranging for sale or demolition. [03/2006-present]

**Wisconsin Department of Transportation - Northeast Region, USH 41 Property Management, Oconto and Marinette Counties, Wisconsin.** Project manager for property management for land and improvements acquired by Wisconsin Department of Transportation. [12/2005 - present]

**Wisconsin Department of Transportation - Northeast Region, USH 41 Acquisition Relocation Plan, Winnebago County, Wisconsin.** Project manager for preparation of the project acquisition stage relocation plan for approval by appropriate state and federal agencies. [10/2005 - present]

**Waukesha County, CTH Y Racine Avenue Right-of-Way Acquisition, Waukesha County, Wisconsin.** Project manager for right-of-way acquisition of 10 parcels for construction of CTH Y highway, including negotiation for purchase of the parcels and relocation services for seven of the 10 parcels. [07/2005 - present]

**City of Stevens Point, Railroad Improvement Land Acquisition, Stevens Point, Wisconsin.** Project manager for acquisition of two parcels of land for improvements for a railway crossing. [03/2006 - present]

**City of Stevens Point, USH 10 and Brilowaski Road, Stevens Point, Wisconsin.** Project manager for acquisition of 13 parcels of right-of-way property for construction of a highway. Managing negotiations for the property purchases. [07/2005 - present]

**Wisconsin Department of Transportation - District 4, Waupaca Bypass Right-of-Way Acquisition, Waupaca, Wisconsin.** Project manager for acquisition of 12 right-of-way parcels for construction of a highway, including negotiation services for the property purchase. [07/2005 - present]

**Racine County, Washington Avenue to West Boulevard Relocation Plan and Services, Racine County, Wisconsin.** Project manager for a project acquisition stage relocation plan for potential displacees to be informed of their respective relocation rights and benefits. [02/2005 - present]

**Wisconsin Department of Transportation - District 6, Real Estate Acquisitions.** Managed acquisitions and negotiations for wetlands mitigation banking. Working with other Earth Tech offices in Wisconsin.

**Village of Oregon, Wisconsin.** Participating in acquisition and negotiations of real estate parcels for signalization, intersections, water tower site, and sewer easements.

**Village of Waunakee, Wisconsin.** Participating in acquisition of real estate for various projects. [2001 - present]

**Waukesha County, CTH L (Janesville Road), Waukesha, Wisconsin.** Project manager for the acquisition of 42 parcels, some of which required relocation assistance, for the reconstruction of the Janesville Road.

**Wisconsin Department of Transportation - District 2, Real Estate Acquisitions, Wisconsin.** Project manager and contract local public agency coordinator responsible for district-wide coordination of all local public agency real estate activities relating to roads, streets, highways, and connecting highways. Coordination involved project meetings, project validation, project coordination of activities, consulting with real estate consultants, and coordination with the Department of Transportation. This is the third 2-year contract for this project.

**Columbia County, CTH D, Fall River, Wisconsin.** Project manager responsible for acquisition of 135 parcels of land in preparation of the reconstructing the road.

**Trempealeau County, Flood Damage Mitigation, Trempealeau, Wisconsin.** Project manager for acquisition of 14 properties by volunteer action after the county received a FEMA grant for damage mitigation. Prepared a relocation order, offers on all properties, and acquired the needed property.

**City of Portage, Wisconsin River Levee, Portage, Wisconsin.** Acquisition agent for four parcels of land to build the last of a project managed by the US Army Corps of Engineers.

**Village of Verona, CTH M, Verona, Wisconsin.** Project manager acquiring strip acquisitions for road right of way.

**Village of Oregon, Sanitary Sewer, Oregon, Wisconsin.** Managed project acquiring 22 parcels on the back-side of property for a major development going in to the west of the village.

**Village of Waunakee, Stormwater, Waunakee, Wisconsin.** Project manager for acquisition of land to construct a stormwater ditch to aid in correcting a road problem. Acquired one parcel with six owners.

**Wisconsin Department of Transportation - District 1, USH 12, STH 67/175, Wisconsin.** Project manager responsible for relocation of numerous parcels. Projects were not related and were miles apart. Prepared the relocation plan for STH 67/175 and provided relocation assistance for both projects.

**Wisconsin Department of Transportation - District 1, USH 151 Relocation Services, Wisconsin.** Project manager responsible for relocation plans and relocation assistance for parcels on this corridor.

Parcels include a dairy farm, horse farm, storage units, truck body sales, and part of a mobile home park.

**City of LaCrosse, CTH B Acquisition and Relocation Services, LaCrosse, Wisconsin.** Project manager responsible for acquisition and negotiation services for 23 parcels. Also provided a relocation plan and relocation assistance for one parcel.

**City of LaCrosse, South Side Redevelopment for Gundersen Clinic, LaCrosse, Wisconsin.** Project manager responsible for acquisition and negotiation services for nine parcels consisting of residential properties, a hospital and clinic, and parcels from a railroad. A relocation plan and relocation assistance was provided for residential properties.

**City of LaCrosse, LaCrosse Center Expansion, LaCrosse, Wisconsin.** Project manager responsible for relocation plan and relocation assistance for four businesses and one residential unit.

**Highway 29 Project Management Team, STH 29 Final Design, Bonduel, Wisconsin.** Real estate specialist responsible for real estate acquisition. Real estate services included the right of way acquisition from 100 parcels, relocation of 8 residences, asbestos inspection, and preparation of a razing and removal contract on an expedited schedule of nine months. This project was Phase 3 of a 4-phase contract to construct 14.2 miles of STH 29 between the Shioc River and the Brown County line.

**City of Appleton, Wisconsin Avenue Relocation Assistance and Negotiation Services, Appleton, Wisconsin.** Real estate specialist responsible for relocation plans and services and acquisition negotiations. Earth Tech was contracted to perform real estate negotiations and relocation assistance for the expansion of Wisconsin Avenue from Badger Avenue to Richmond Street in Appleton. The project involved 91 parcels, two of which required relocation assistance.

**Wisconsin Department of Transportation - District 4, Business USH 51 Real Estate Relocation, Wausau, Wisconsin.** Real estate specialist to provide real estate relocation services for reconstruction of Business USH 51 from Moore Street to Kent Street in Wausau.

**Wisconsin Department of Transportation - District 4, Business 51 (Grand Avenue) Real Estate Acquisition Services, Schofield, Wisconsin.** Real estate specialist to provide real estate acquisition services in conjunction with reconstruction of Business USH 51 (Grand Avenue) from Eau Claire River bridge to the Wausau city limits in the city of Schofield.

**University of Wisconsin - Madison, Draft Environmental Impact Statement for the Kohl Sports Center, Madison, Wisconsin.** Real estate specialist to prepare the draft EIS for development of the Kohl Sports Center at the University of Wisconsin-Madison. Also involved preparation of an acquisition stage relocation plan and provided relocation services for one apartment building within the development area.

**Columbia County Highway & Transportation Department, CTH CS Real Estate Acquisition Services, Arlington, Wisconsin.** Real estate specialist responsible for real estate negotiations to acquire 32 parcels for reconstruction of CTH CS between STH 22 (Poynette) and USH 51. Negotiation services included 14 fee acquisition parcels, 15 temporary limited easement parcels, and 3 release of rights utility parcels.

**City of Beloit, Willowbrook Road Extension Relocation Assistance Services, Beloit, Wisconsin.** Real estate specialist responsible for an acquisition stage relocation plan and relocation and negotiation services for extension of Willowbrook Road. Relocation and negotiation services were for one parcel containing three business tenants, one residential owner, and one business owner.

**Wisconsin Department of Transportation - District 4, STH 22 (Main Street) Real Estate Services, Montello, Wisconsin.** Real estate specialist responsible for negotiation and relocation services for three parcels and four relocations to enable widening of STH 22 in Montello.

**Wisconsin Department of Transportation, Relocation Services for Wittman Regional Airport, Oshkosh, Wisconsin.** Real estate specialist responsible for relocation services for two owner-occupied parcels and one parcel with two residential tenants and one business tenant in response to expansion of the Wittman Regional Airport.

**Menomonee Falls, Village Of; Relocation Services - Parcel B, Menomonee Falls, Wisconsin.** Real

estate specialist responsible for gathering information regarding the status of tenants and availability of replacement housing. A relocation plan was created for Parcel B at Mill Street and Main Street and sent to the Department of Commerce for approval.

**Wisconsin Department of Transportation - District 2, Local Projects Real Estate Process Management - District-Wide, Waukesha, Wisconsin.** Real estate specialist responsible for LPA coordination for the district-wide real estate Local Program. Services included project validation; real estate program management consultant selection recommendations and contract negotiation; monitoring of the acquisition process; provide functional guidance; review of relocation orders; review of Acquisition Capability Statements; review of relocation plans and claims; review of right of way certificates; maintenance of project files; and meetings.

**City of Appleton, Evergreen, French, and Ballard Roads Right of Way, Appleton, Wisconsin.** Project manager responsible for acquisition of right of way to improve and reconstruct three roads: Evergreen Drive, French Road, and Ballard Road with real estate negotiation and appraisal services to acquire 73 parcels of land. All parcels are partial acquisitions and no structure or relocation services were involved. Appraisal services for up to 35 parcels and title services for up to 23 parcels were required. Federal funding was involved in construction of the Ballard Road section, and local funding was used on Evergreen Drive and French Road.

**Village of Menomonee Falls, Water Street Road Reconstruction Real Estate Services, Menomonee Falls, Wisconsin.** Real estate specialist responsible for real estate negotiation services to acquire land for the Water Street Road reconstruction. Consists of three properties that are strip acquisitions and temporary limited easements.

**Milwaukee County, North 43rd Street (CTH G) Acquisition Services, Milwaukee, Wisconsin.** Real estate specialist responsible for real estate acquisition services for reconstruction of North 43rd Street from West Mill Road to West Good Hope Road. Included appraisals for Parcel 1, 58, 60, 75; 70 nominal appraisals, and a sales study. Conducted negotiations with property owners, prepared documents for land interests, finalized all acquisitions, and prepared required certification of right of way.

**Columbia County Highway & Transportation Department, CTH G Real Estate Negotiation Services, Wycena, Wisconsin.** Real estate specialist responsible for real estate negotiation services to acquire 42 parcels for reconstruction of CTH G. Thirty-six parcels of the nominal type did not require an appraisal. Of the 36 parcels, three are utility parcels and required release of easement. Four parcels required an appraisal.

**City of Fort Atkinson, North Third and Armenia Street Design, Fort Atkinson, Wisconsin.** Real estate specialist responsible for acquisition services for reconstruction of approximately 2,200 linear feet of North Third Street and 500 linear feet of Armenia Street.

**City of Portage, Portage Flood Control, Portage, Wisconsin.** Real estate specialist responsible for acquisition services for approximately 38 parcels of real estate, with one parcel involving relocation of two families. Included project setup and management, relocation plan, relocation assistance services, negotiations, and survey and legal descriptions.

**City of La Crosse, Transit Center, La Crosse, Wisconsin.** Project manager for acquisition of seven parcels and relocation of one retail business.

**City of Cudahy, Carpenter Street, Cudahy, Wisconsin.** Street reconstruction required purchase of nine parcels of land.

**Wisconsin Department of Transportation District 3, STH 54 Interchange, Wisconsin.** Project manager responsible for acquiring 18 parcels of land for interchange.

#### **Earth Tech Health & Safety Training**

- 01 - Safety Orientation 03/23/2006
- 02 - Hazard Communication (US) /WHMIS (Canada) 02/14/2007
- 03 - Defensive Driving Awareness Training 03/23/2006
- 13 - Field Safety 4-Hour 11/27/2006
- 14 - Office Ergonomics Training 12/16/2005

## **Training and Certifications**

IRWA training in Eminent Domain appraisal  
IRWA training in Relocation Assistance both Residential and Business  
Training in Appraisal of Partial Acquisitions  
Housing Training with HUD Office, Brokers License Training, Managing the Red Cross in the Community, Basic Supervision, Grant Writing for Special Projects, and Successful Fund Raising Techniques  
Fiscal Affairs  
First Aid Training - First Aid Instructor and Instructor Trainer in M/M, Standard and Advanced  
Retraining in Standard First Aid and Personal Safety as Instructor  
Volunteer and Paid Staff Working Together, Core I Front Line Leadership, Effective Group Membership, Instructor Training for Territorial Chapter Managers, Core Interpersonal Skills II, Managing Individual Performance, Public Relations Workshop, and Territorial Chapter Manager Trainer  
Introduction to Disaster Services, Emergency Assistance to Families, Mass Care I, and Survey and Damage Records and Reports in Disaster  
Emergency Assistance to Families II and Records and Reports for Disaster  
Administering Public Relations in the Community

## **Professional Memberships**

International Right of Way Association

## **Conference Presentations**

Eminent Domain Process, Wisconsin Department of Transportation District #2 LPA Seminar 2002, 2000.

## **Publications**

### **Employment History**

03/1994 - present, Earth Tech  
01/1987 - 03/1994, LaCrosse County Chapter of the American Red Cross  
01/1978 - 12/1986, City of Mason City, Iowa  
01/1977 - 12/1977, Wolkenhauer Realty

**Annette DuCharme**  
**Real Estate Specialist**

**Professional Licenses**

Negotiation and Relocation Agent, Wisconsin  
Right of Way - Relocation Assistance Certified, 2001

**Experience Summary**

Ms. DuCharme is a right-of-way acquisition and relocation agent, specializing in property acquisition for transportation improvement projects.

**Project Experience**

**City of Horicon, STH 33 Right-of-Way Acquisition, Horicon, Wisconsin.** Providing acquisition services for 121 parcels of right of way including some appraisals from Columbia Street to South Palmatory Street. [07/2006-present]

**City of Stevens Point, Railroad Improvement Land Acquisition, Stevens Point, Wisconsin.** Providing acquisition services for two parcels of land in preparation for improvements to a railway crossing. [03/2006 - present]

**City of Platteville, STH 80 Relocation Acquisition, Platteville, Wisconsin.** Providing acquisition services for reconstruction of STH 80 from Pine Street to Our House, LLC, to relocate residents and businesses. Developed a conceptual relocation plan as well as an acquisition plan. [02/2006-present]

**Wisconsin Department of Transportation - Southwest Region, USH 18/151 Relocation Assistance, Ridgeway, Wisconsin.** Developing a draft for approval of a relocation plan for one parcel, acquiring two properties for widening the roadway, and providing relocation assistance for one gas station/restaurant complex. [10/2006 - 10/2009]

**Wisconsin Department of Transportation - Northeast Region, USH 41 Property Management STH 26 - Breezewood Lane, near Green Bay, Wisconsin.** Providing acquisition services prior to highway improvement and reconstruction, including appraising four parcels of property, acquiring the parcels by deed or by award, relocation of the businesses that occupy the premises, and property management for structures on the vacant properties by arranging for sale or demolition. [03/2006-present]

**Wisconsin Department of Transportation - District 3, Bay Settlement Interchange, Green Bay, Wisconsin.** Provided acquisition services in conjunction with the construction of a partial cloverleaf interchange.

**Wisconsin Department of Transportation - District 2, Waukesha, Wisconsin.** Counsel with local public agencies on behalf of the district on policies and procedures concerning real estate acquisition and relocation for eminent domain projects. Committee member for federally required training seminar presented in District 2.

**Waukesha County, Highway L - Janesville Road Reconstruction, Muskego, Wisconsin.** Provided acquisition and relocation services in conjunction with reconstruction of CTH L.

**Wisconsin Department of Transportation - District 1, USH 151, STH 12, 67/175, 92, Wisconsin.** Provided relocation plan services and acquisitions, with primary emphasis on acquisition, relocation, and property management for mobile home parks.

**Village of Oregon, Grant Assistance, Oregon, Wisconsin.** Wrote and administered \$500,000 Community Development Block Grant - Emergency Assistance Program for flood mitigation. Provided acquisition and relocation plan and services.

**Village of Oregon, Wisconsin.** Wrote three pre-applications and one application for FEMA grant.

**Village of Oregon, Wisconsin.** Provided real estate acquisition services for downtown roundabout.

**Village of Oregon, West Side Detention Basin, Oregon, Wisconsin.** Provided real estate acquisition services for a stormwater detention facility to reduce the severity and frequency of flooding along the Oregon branch of Badfish Creek.

**City of Appleton, Ballard Road, French Road, and Evergreen Drive, Appleton, Wisconsin.** Provided acquisition services for road improvements.

**New London, Wisconsin.** Acquired utility easements for local public utility.

**Wisconsin Department of Transportation - District 1, Dane County, Wisconsin.** Provided acquisition services for wetlands conservation.

**Dane County, Hamilton Place, Madison, Wisconsin.** Assisted with relocation plan and services.

### **Earth Tech Health & Safety Training**

- 01 - Safety Orientation 03/17/2006
- 02 - Hazard Communication (US) /WHMIS (Canada) 03/17/2006
- 03 - Defensive Driving Awareness Training 03/17/2006
- 13 - Field Safety 4-Hour 12/13/2004
- 14 - Office Ergonomics Training 12/16/2005

### **Training and Certifications**

IRWA Uniform Act Symposium 2005 – Anaheim, CA  
IRWA Eminent Domain Law Basic for ROW #803, 2004  
IRWA Legal Aspects of Easements #802, 2003  
FHWA – Business Relocation, 2003  
IRWA Negotiations and Bargaining #205, 2002  
IRWA Advanced Relocation Assistance I - Residential #505, 2001  
IRWA Computing Replacement Housing Payments #504, 2001  
IRWA Mobile Home Relocation #503, 2001  
IRWA Relocation Certification, 2001  
IRWA Business Relocation #502, 2001  
Wisconsin DOT Local Chapter 17 IRWA - Sales Studies, 2000  
IRWA Relocation Assistance #501, 2000  
IRWA Ethics and the Right of Way Profession #103, 2000  
FHWA - Uniform Act Training, 2000  
IRWA Principles of Negotiation #200, 2000  
Introduction to Relocation Assistance for Municipal and County Agencies, Wisconsin Department of Commerce, 1999

### **Professional Memberships**

International Right of Way Association  
State of Wisconsin Wastewater Operator, Advanced Laboratory Technician

### **Publications**

### **Employment**

### **History**

08/1999	-	present,	Earth	Tech
11/1991 - 08/1999,	City of Beloit Water Pollution Control Facility,	Community Development Department,		
HUD		Assisted		Housing
02/1991	-	11/1991,	Co-ex,	Inc.
01/1990	-	09/1990,	Omniflight	Helicopters
11/1987 - 12/1989,	Real Estate Agent			

**Robert F. Thayer**  
**Right of Way Specialist**  
A-1 Highway Consultants  
100 North Madison Street  
Bonduel, WI 54107-8304  
(920)758-6860

**REAL ESTATE BACKGROUND**

July 2001 to Present	Highway Real Estate Consultant
June 1986 to July 2001	Right of way specialist appraising and acquiring land for Highway construction- Wisconsin Department of Transportation
1985 to June 1986	Sales, leasing and management of commercial and investment properties
1977 to 1985	Owner/broker of real estate business, Wabeno, WI. Activities included appraisals with listing and sales of residential, commercial, recreational and agricultural properties. Also, developed, and subdivided vacant land for resale
1953 to 1977	Supervisor of mechanical design group at General Telephone and Electronics Corp. (GTE)

**EDUCATION**

Bachelor of Arts Degree: General Business Studies  
Governors State University, Park Forest South, IL  
**Graduate Courses: Marketing and Economics**

**DESIGNATION**

GRI: Graduate-Realtor's Institute

**REAL ESTATE COURSES  
AND SEMINARS**

Commercial and Residential Appraisal Techniques  
Commercial and Investment Property Analysis  
Residential Sales (CRS 101)  
Marketing Agricultural Properties  
Business Opportunity Evaluation  
Financial Calculator Operation  
IRWA Course 401; Appraisal of Partial Acquisitions  
SRA 101- Appraisal Techniques  
IRWA 101- Principles of R/W Acquisition  
IRWA 201- Communications  
WisDOT- Appraisal Review  
Soil Survey Information in Appraising Farmland  
Skills of Expert Testimony  
Hazardous Waste

**MEMBERSHIP**

International Right-of-Way Association





# Martenson & Eisele, Inc.

professionals dedicated to serving people committed to improving their communities

Planning  
Environmental  
Surveying  
Engineering  
Architecture

April 30, 2007

Mr. Mark Radtke  
Director of Public Works  
City of Menasha  
140 Main Street  
Menasha, WI 54952

**RE: RIGHT OF WAY ACQUISITION ON THIRD STREET (STH 114)**

Dear Mark:

The City of Menasha is in need of assistance to acquire intersection corners and construction easements on Third Street. This work will facilitate a State Trunk Highway 114 reconstruction project in 2008. We are confident that we can perform the work outlined in your scope of services within the project time schedule.

#### **SCOPE OF SERVICES**

We understand the scope of services involves the following aspects:

- A sales history of similar land purchases must be conducted to determine a price per parcel. (We understand that the WisDOT has conducted title searches for properties involved, and that such information will be made available.)
- Negotiate with identified owners for the acquisition of identified and legally described parcels.
- Negotiate temporary limited easements for construction purposes.
- Prepare and obtain signatures on Fee Titles to transfer land over to the City of Menasha (Paperwork assistance will be needed from the City Attorney to accomplish this step).
- Secure Release of Rights from Wisconsin Bell, Inc. d/b/a AT&T.
- Coordinate all work with the City of Menasha Public Works Director, Community Development Director, Attorney, and Finance Director.

We understand that full appraisals may be necessary if a land sale cannot be negotiated. If an appraisal is required, we will contact qualified appraisers in the area and coordinate their work with the City of Menasha. Once completed, the appraisal will be presented to the property owner as part of the negotiation process. The property owner has the right to obtain a second appraisal.

If the property owner refuses to sell, condemnation may be necessary. This proposal does not include condemnation work.



**PROJECT TIMELINE**

We understand the acquisition of the designated parcels and easements must be completed by October 31, 2007. If awarded a contract, we will initiate the sales study and apply the results toward initial offers within 45 days.

**STATEMENT OF QUALIFICATIONS**

Warren Utecht will perform the work. Warren's qualifications are as follows:

**Menasha Utilities District Projects**

- Substation site analysis for a substation east of USH 10. Criteria were availability of utilities, road access, aesthetics, visibility and impact on adjacent properties, and close proximity to the power source.
- Property research and recommended route for a power line route to the Natures Way Substation.
- Negotiation and acquisition of land for a route to connect the power source to the Natures Way Substation.
- Legal description for power line easement associated with routing a power line to Natures Way Substation.
- Acquisition or easement rights for water connection/intake line to Lake Winnebago in the Brighton Beach Drive area.
- Property and right-of-way research for Steam Line route to Paper Mill.

**City of Menasha Projects**

- Appraisal and negotiation of purchase price for properties at 81 and 87 Racine Street.
- Property research and negotiation of land transfer from Alcan (Pechiney) and Sonoco to the City for dedication of a new River Street Right-of-Way.
- Determination of value to make an offer to Canadian National Railroad.

If needed, others in Martenson & Eisele can be called upon to assist in the areas of environmental, surveying, and engineering.

**COMPENSATION**

The compensation for our services is \$8,750.00. This proposal is valid for sixty (60) days. Services will be billed on a monthly basis for work completed. Invoices are payable within thirty (30) days of receiving our invoice. Our fees do not include reimbursable expenses, such as legal fees or title company work.

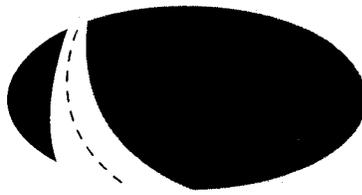
Please feel free to contact me if you have any questions or concerns. If this proposal is acceptable, we will send a Professional Services Agreement for you to review. The agreement will include a Certificate of Insurance and a non-discrimination clause, and will name the City of Menasha as an additional insured party.

Sincerely,

**Martenson & Eisele, Inc.**



Warren Utecht  
Vice President of Planning



**G.J. Miesbauer & Associates, Inc.**  
RIGHT OF WAY ACQUISITION SPECIALISTS

April 26, 2007

City of Menasha  
Attn: Mark Radtke  
Director of Public Works  
140 Main Street  
Menasha, WI 54952

Re: Proposal for Real Estate Services  
Project ID: 4065-15-21  
City of Menasha  
Third Street, STH 114

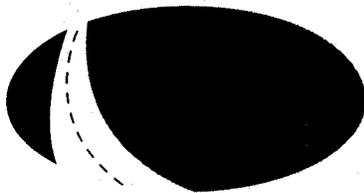
Dear Mr. Radke:

Thank you for the opportunity to submit a proposal to provide the real estate services in conjunction with reconstruction of Third Street from Tayco Street to Manitowoc Street. All services will be in conformance with Wisconsin Statutes of Eminent Domain (WI 32.05 SS) regulations and policies and will follow the requirements contained in WisDOT Real Estate Program Manual. In addition, all acquisitions will meet appropriate State and Federal laws, policies and guidelines.

The Request for Proposal and attached plat indicates there are five parcels to be acquired. Because time is a factor, I feel the best approach is to have an appraisal prepared for each parcel, rather than use the nominal process. I propose to subcontract appraisal work to Becher - Hoppe Associates, Inc. Their staff appraisers have the professional training and experience to provide in-depth and unbiased appraisal reports and are WisDOT approved appraisers. A resume for appraiser Cheryl Schroeder is attached. My firm will perform an objective review of each appraisal prior to submitting them to the City for approval of the offering prices.

After approval of the offering prices, my firm will negotiate with property owners to acquire each parcel in a timely fashion. Peter and I have had extensive experience negotiating successfully with individuals, banks and, most importantly, U.S. Oil Co. We have dealt with oil companies in several past projects and understand the process that needs to be followed in dealing with them.





**G.J. Miesbauer & Associates, Inc.**

RIGHT OF WAY ACQUISITION SPECIALISTS

**PROPOSED FEE SCHEDULE**

**Project ID: 4065-13-21**

**Third Street**

The following fees are provided for real estate services for five parcels.  
Additional parcels will require additional compensation.

Short Format appraisals for 5 parcels.....	\$6,500
Sales Study .....	\$2,500
Objective appraisal review for 5 parcels .....	\$500
Negotiations for 5 parcels fee.....	\$7,500
Negotiations for 1 utility parcel .....	\$1,000
Title updates .....	\$500
<b>Total: .....</b>	<b>\$18,500</b>



We recently completed a project for the City of Neenah, which required acquisition and relocation of 14 parcels as well as acquisition services for several businesses.

Real Estate services will include preparation of all necessary documents needed for all aspects of the acquisition process. These include, but are not limited to, the introductory letter which includes the brochure, "Rights of Landowners under Wisconsin Eminent Domain Law", the offering price letter, purchase agreement, IRS W-9 form, Administrative Revision Report, closing statement, disposition of taxes and conveyance. The RFP indicates condemnation activities are not part of the scope of services. However, we will prepare the necessary right of way certification documents.

We will keep a detailed negotiation diary for each parcel. A monthly progress report will be prepared and submitted to the City. This report will include a summary of activities for the month and a project log indicating the status of each parcel and any problems encountered.

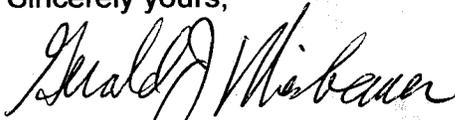
A statement of qualifications for my firm is attached. It details the services G.J. Miesbauer & Associates is qualified to perform. Resumes for Peter Miesbauer and me are included as well as a partial listing of past projects.

I have attached a proposed fee schedule based on acquisition of five parcels. This proposal includes a fee for title updates. I do not anticipate any additional services that would require additional fees at this time.

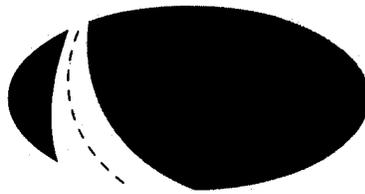
I have also attached a proposed project schedule, which indicates all parcels can be acquired, by agreement, by October 31, 2007. This schedule is ambitious, but achievable.

Thank you again for the opportunity to submit this proposal. Peter and I are looking forward to working with you if the contract is awarded to our firm. Please call me if you have any questions or wish to discuss the proposal in detail.

Sincerely yours,



Gerald J. Miesbauer, SRWA  
President



**G.J. Miesbauer & Associates, Inc.**

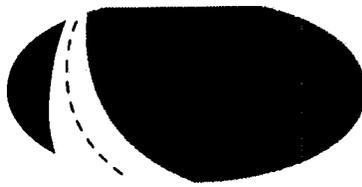
RIGHT OF WAY ACQUISITION SPECIALISTS

**PROPOSED PROJECT SCHEDULE**

**Project ID: 4065-13-21**

**Third Street, STH 114**

Notice to Proceed .....	05/14/07
ROW staking completed (by City) .....	05/14/07
Appraisals completed .....	06/29/07
All offers approved.....	07/09/07
All offers presented.....	07/13/07
60 days expire .....	09/14/07
Any final offers approved and presented .....	10/05/07
All parcels acquired/begin Eminent Domain .....	10/31/07



**G.J. Miesbauer & Associates, Inc.**  
RIGHT OF WAY ACQUISITION SPECIALISTS

## **Qualifications Statement**

G.J. Miesbauer & Associates, Inc. is a full service, right of way acquisition corporation established by Mr. Gerald Miesbauer, SR/WA, in January 1998 to meet the needs of Wisconsin agencies. We specialize in various types of eminent domain-based acquisition services for highways, airports, utilities, off-premise sign removal and urban renewals.

Our firm delivers on-time, on-budget, total or partial acquisition services for both public and quasi-public entities. We are able to provide multiple services for each phase of a project. These services include:

### **Pre-project Services**

- Acquisition Stage Relocation Plan Preparation
- Public Information Meetings
- Pre-Acquisition Meetings
- Plat and Plan Preview
- Market Studies and Cost Estimates
- Relocation Order Preparation

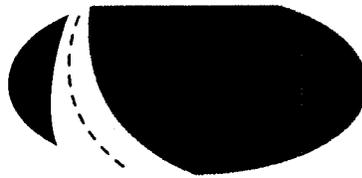
### **Project Services**

- Sales Studies and Market Analysis
- Property Appraisals and Appraisal Reviews
- Relocation Assistance Eligibility Determinations
- Acquisition Services
- Eminent Domain Services
- Relocation Assistance Services
- Closing Services and Right of Way Certifications

### **Post-project Services**

- Property Management/Rental Agreements
- Site Clearance Activities
- Excess Right of Way Disposal
- Construction Damage Claim Settlements
- File Review and Closure

Whether working with a local municipality or the WisDOT, the goal of our company is to provide customer based, high quality, cost effective acquisition services for the transportation industry. Our objective is to provide staff based project teams supplemented as needed with reputable, experienced subcontractors, to address the individual needs of each customer. We are committed to deliver the best product on time and within budget.



**G.J. Miesbauer & Associates, Inc.**  
RIGHT OF WAY ACQUISITION SPECIALISTS

## **Qualifications Statement**

### **1998-2007 Experience**

#### **STH 23 - City of Fond du Lac**

This project involved project management and acquisition of 179 single family, multi-family and complex business properties for a local municipality in collaboration with BRW. Right of way services provided include appraisal, appraisal review and relocation services for 130 displacees. Perion and Associates provided appraisal services. Draheim and Co. provided relocation services. The first phase of the project was completed ahead of schedule with all 53 parcels acquired and all 35 displacees relocated. Although the project involved some very complex, difficult commercial acquisition and relocation, agreements were reached and acquisitions completed to the mutual benefit of the city and property owners. This project was completed on time.

#### **STH 32 - City of Port Washington**

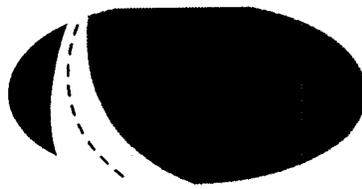
This project involved the appraisal and acquisition of 61 parcels in the City of Port Washington for reconstruction of STH 32 in collaboration with the WisDOT. This project was fast tracked because of a limited timeframe to acquire all right of way. Short format appraisal reports and the nominal parcel payment process were utilized for acquisition of parcels. All offers were mailed to property owners and two public meetings were held shortly after to answer owners' concerns and obtain agreements with owners. The meetings were very successful with over 80% of property owners signing up at the meetings. All parcels were acquired within the time frame.

#### **USH 12 - City of Middleton**

This project involved providing relocation services for eight businesses for the USH 12 Improvement Project in Middleton in collaboration with the WisDOT. It involved very complex relocation assistance services. All businesses have been relocated successfully and the project is under construction.

#### **STH 175 - Village of Germantown**

This project involved appraisal and acquisition of 13 parcels in the Village of Germantown for reconstruction of STH 175 in preparation for the construction of a new Menards. The project was the result of a three party agreement between the Village, Menards and the WisDOT to reconstruct STH 175 to accommodate the anticipated traffic generated by the construction of a new Menards. It involved extensive communication and coordination with Menard's management and legal staff. All parcels were purchased in a timely fashion and the clients were satisfied.



**G.J. Miesbauer & Associates, Inc.**  
RIGHT OF WAY ACQUISITION SPECIALISTS

## **Qualifications Statement**

### **USH 12 - Jefferson County**

This project involved acquisition of approximately 117 parcels and preparation of a Nominal Payment Parcel Report for reconstruction of the highway. It utilizes the nominal parcel payment process for acquisition of approximately 53 parcels and utilized appraisal reports for the remaining 64 parcels. The project involved acquisition of farmland as well as residential properties. All parcels have been acquired as of April 2004.

### **STH 16/60 - Dodge County**

This project involves acquisition of approximately 105 parcels in an urban and rural environment for reconstruction of STH 16/60 in collaboration with WisDOT. Other activities include preparation of a Nominal Payment Parcel Report, short format appraisal preparation and appraisal review. This project was completed on time.

### **STH 44/49 - City of Ripon**

This project involves acquisition of 103 parcels in the City of Ripon for reconstruction of STH 44/49. The nominal payment process is being utilized for acquisition of all parcels. Several property owner meetings have been held and acquisition progressed very smoothly. The acquisition of 103 parcels was completed in approximately four months.

### **Marquette Interchange - Milwaukee County**

This project involved the acquisition of approximately 15 commercial property parcels in the Marquette Interchange. Other services included preparation of a feasibility study for acquiring lands near the Marquette Interchange to be used for a construction staging area. This project was in collaboration with Milwaukee Transportation Partners and the WisDOT.

### **USH 151 - Madison to Sun Prairie**

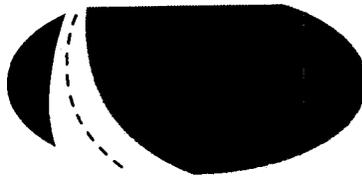
This WisDOT project involved acquisition services and relocation assistance services for commercial as well as residential properties. The scope of work involved preparation of a Relocation Stage Acquisition Plan, negotiation and acquisition of 16 parcels and relocation of four parcels. Right of Way costs exceeded \$6,000,000. This project was completed timely and the road is now under construction.

### **Calhoun Road - City of Brookfield**

This project involves acquisition of 46 parcels in the City of Brookfield for reconstruction of Calhoun Road. There are 19 nominal parcels and 27 appraisal parcels. All parcels were acquired by January 2005.

### **CTH I - Ozaukee County**

This project was for the reconstruction of about 2.2 miles of rural highway and included a new intersection with a primary state trunk highway. It consisted of 41 parcels of mostly rural residential and agricultural use and 3 utility parcels. Acquisition began in April, 2006 and was completed on time in March, 2007.



**G.J. Miesbauer & Associates, Inc.**  
RIGHT OF WAY ACQUISITION SPECIALISTS

## **Qualifications Statement**

### **CTH "W" – Ozaukee County**

This project consisted of the acquisition of 41 parcels for the widening and reconstruction of a urban type roadway that transitions from a developed, high-end commercial office and retail area into an older rural area transitioning into higher density housing and additional office and retail space. All parcels were appraised due to the complexity of the acquisitions. Acquisition began in February, 2005 and the final parcel will be acquired by May 1, 2007.

### **STH 33 – City of West Bend**

This project is located in the downtown area of the City of West Bend and is necessary to accommodate the replacement of the bridge over the Milwaukee River. There were 11 parcels required for the project; five residential properties on the east side of the river treated as nominal acquisitions and six parcels west of the river that were treated as appraisal acquisitions due to their complexity and cost. Acquisition began in February, 2006 and will be completed in April 2007.

### **STH 60 – City of Hartford**

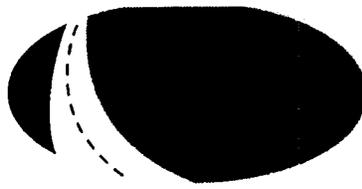
This is a 1.1 mile project that begins at the intersection of STH's 83 and 60 in the downtown area of Hartford and runs west to the City's corporate limits. It consisted of 66 parcels of minimal new right of way acquisition and two utility parcels. Most parcels were considered as nominals and negotiations were conducted by a series of "blitz" meetings with affected land owners. Acquisition began in July 2005 and was completed in August, 2006.

### **North Washburn Street – City of Oshkosh**

This is a 0.4 mile relocation and reconstruction of a frontage road serving the interchange area of USH 41 and STH 23. The project consisted of six parcels and included the acquisition and relocation of two new auto dealerships, a vacant site pending development as a Home Depot retail outlet and three smaller acquisitions from improved commercial properties. Acquisition began in January, 2006 and was completed in October, 2006. The relocation of the two auto dealerships was completed in December, 2006

### **Cecil Street – City of Neenah**

This is a 0.4 mile project necessary to facilitate the construction of a new overhead crossing the main line and rail yard area of the Wisconsin Central Railroad. The project involved the acquisition of 17 parcels, including 14 residential displaces, one sign relocation and one railroad parcel. Acquisition began in April, 2005 and all relocations were completed by February, 2006. The project was delayed for a time due to environmental concerns and all parcels were acquired by March, 2007.

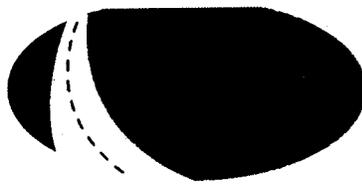


**G.J. Miesbauer & Associates, Inc.**  
**RIGHT OF WAY ACQUISITION SPECIALISTS**

## **Qualifications Statement**

### **Wisconsin Street Bridge – City of Oshkosh**

This is a 0.5 mile project necessary for the construction of a larger bridge over the Fox River in the near downtown Oshkosh area. The new right of way acquisition consisted of seven strip acquisitions from commercial and retail properties plus two strip acquisitions from properties owned by the University of Wisconsin. The acquisitions were staged to match the three phases of bridge and approach construction. The project is expected to be completed by June 2007.



**G.J. Miesbauer & Associates, Inc.**  
**RIGHT OF WAY ACQUISITION SPECIALISTS**

## **Qualifications Statement**

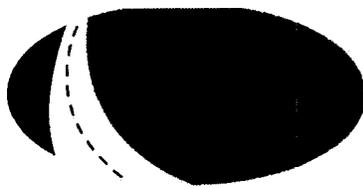
**Gerald J. Miesbauer, SR/WA**  
**President**

Mr. Miesbauer has over 40 years experience in the right of way field. He was employed for more than 32 years with Wisconsin Department of Transportation (WisDOT) in right of way and managerial positions. He served as Real Estate Manager for District One (Madison) for 15 years during which time his responsibilities included acquisition and relocation activities necessary for the development of the South Madison Beltline Highway and STH 18-151 between Mt. Horeb and Dodgeville. He was named Director of Real Estate for WDOT in 1991 and had total responsibility for statewide real estate activities related to the Department's highway program, amounting to \$25 million in new right of way acquisition annually. He served as Regional Manager for Land Acquisitions, Inc. from 1994 to 1998. In this capacity, he managed the general administration of transportation projects in Wisconsin, including project management of STH 29, USH 10, CTH I in Washington County.

As owner of G.J. Miesbauer & Associates, Inc. he has assumed the project management and negotiation responsibilities for numerous projects. These have included STH 23 in the City of Fond du Lac, CTH C in Ozaukee County, STH 44 in the City of Ripon, the expansion of the Law Enforcement Center in Sauk County and construction of a police station in Reedsburg. He has also supervised preparation of the Acquisition Stage Relocation Plan for several projects and participated in relocation service activities for projects in the City of Reedsburg, Sauk County, Jefferson County, USH 151 in Dane County and USH 12 in Middleton. Most recently, he assumed the role of project manager for four highway projects in WisDOT District 1 as well as for the Marquette Interchange project in WisDOT District 2. As project manager, he is responsible for the coordination of the projects with WisDOT staff as well as negotiation of parcels.

Mr. Miesbauer has been a member of IRWA for over 40 years. He achieved and maintained the "Senior" designation since 1977. He has been approved by WisDOT as a negotiator to acquire real estate for WisDOT projects.

Mr. Miesbauer is a seasoned professional who is capable of interpreting and implementing all functional areas of real estate according to laws, statutes, codes and policies. He has demonstrated expertise in oral and written communications and has taken the lead in public involvement. He also is well versed in functioning with other disciplines, such as design and construction.



**G.J. Miesbauer & Associates, Inc.**

**RIGHT OF WAY ACQUISITION SPECIALISTS**

## **Qualifications Statement**

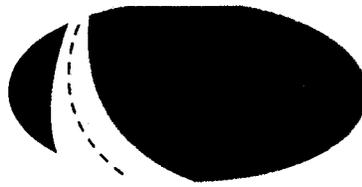
**Peter Miesbauer  
Right of Way Specialist**

Since joining G.J. Miesbauer & Associates in 1999, Mr. Peter Miesbauer has been involved in the acquisition of right of way for numerous projects, including the reconstruction of STH 23 in the City of Fond du Lac, the reconstruction of CTH C for Ozaukee County, the reconstruction of County Line Road for the Village of Germantown and the reconstruction of STH 44 for City of Ripon. While working in Ozaukee County and the Village of Germantown he prepared the Nominal Parcel Payment Reports. He has prepared Nominal Parcel Payment Reports and acquired land utilizing the nominal process as well as fee acquisitions for four projects in WisDOT District 1. He has been involved in the preparation of Acquisition Stage Relocation Plans and/or relocation services for several projects, including USH 151 in Dane County, USH 12 in Middleton, expansion of the Law Enforcement Center in Sauk County, a new police station in the City of Reedsburg and a farm business in Jefferson County as well as involvement in a project in collaboration with WDOT for the USH 12 Improvement Project in Middleton, providing relocation services for eight businesses. He recently provided acquisition services for a project in the City of Brookfield.

Prior to employment with G.J. Miesbauer & Associates, Inc., Mr. Miesbauer worked as a real estate specialist for Land Acquisitions, Inc., in Madison, assisting in negotiations and relocation assistance on USH 10 in Waupaca County. He also participated in preparing the Relocation Plan for the City of Fond du Lac while employed at LAI.

Mr. Miesbauer is a member of IRWA and has completed IRWA Principles of Real Estate Acquisition – Negotiation, Law, Engineering, Business and Residential Relocation courses in addition to other courses. He also attended and completed the IRWAWisDOC Relocation Plan Development workshop, as well as Advanced Relocation and Business Relocation courses from FHWA/NHI. He is approved as a negotiator to acquire real estate for WisDOT projects.

Mr. Miesbauer has outstanding people skills and displays these abilities by establishing rapport and a level of trust while working with individual property owners. He is an excellent problem solver and is determined to work out the best deal for property owners and clients. He is proficient in computer skills and graphic aids and uses these abilities to further enhance his organizational skills. He has an excellent understanding of the real estate process and is able to perform his duties effectively and successfully.



**G.J. Miesbauer & Associates, Inc.**  
**RIGHT OF WAY ACQUISITION SPECIALISTS**

## **Qualifications Statement**

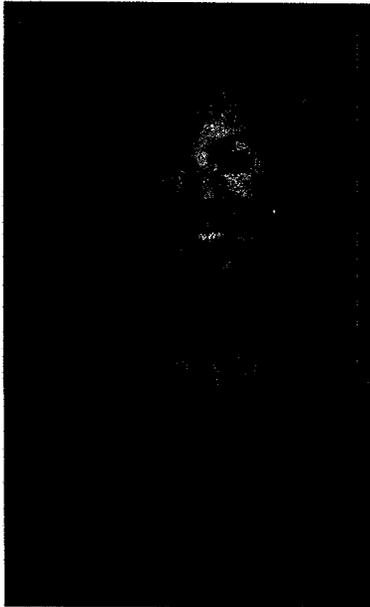
**Kellie Miesbauer**  
**Office Manager**

Ms. Miesbauer has assumed the role of office manager for the firm. She manages the office staff and coordinates the work assignments. She is well versed in computers and software and is able to assist staff with various functions. She will maintain parcel files, prepare all progress reports and other appropriate documents as necessary.

She is in charge of bookkeeping activities for the firm. Accurate accounts are maintained for all project and subcontractors. Ms. Miesbauer has the expertise to coordinate all activities for these aspects of the business.

# Cheryl R. Schroeder

Real Estate Specialist, Wisconsin CGA No. 1317



***Ms. Schroeder provides assistance with real estate related services including appraisal, negotiation/acquisition, and relocation assistance.***

## Recent Projects

- Negotiation/acquisition for parcels affected by widening/reconstruction of USH 45 in Antigo, WI.
- Negotiations/acquisitions for parcels affected by the STH 76 reconstruction project in the Town of Ellington, Outagamie Co.
- Appraisals for whole and partial acquisition of parcels affected by the widening/interchange modification of USH 51/STH 29 in Wausau, WI.
- Appraisals for parcels affected by the STH 78 widening in Dane, Green and Iowa Counties, WI.
- Appraisals for whole and partial acquisition of parcels affected by the 4-mile widening of STH 93 south of Eau Claire.
- Appraisals for whole and partial acquisition of parcels affected by the development of the West Corridor Arterial in Wausau.

## Ongoing Projects

- Appraisals for parcels affected by the USH 12 Bypass Project in Sauk County, WI.
- Appraisals for parcels affected by the USH 41 Oconto to Peshtigo Expressway in Oconto and Marinette Counties, WI.

## Experience

***Real Estate Specialist I*** (2002 - present)  
Becher-Hoppe Associates, Inc., Wausau, Wisconsin

***Real Estate Appraiser*** (1999 - 2001)  
Cushman & Wakefield of Florida,  
Fort Lauderdale, Florida

***Real Estate Research Analyst*** (1998 - 1999)  
Cushman & Wakefield of Florida, Fort  
Lauderdale, Florida

## Education

MBA with a concentration in Real Estate,  
University of Cincinnati, 1997

Bachelor of Science in Engineering,  
University of Rhode Island, 1995

## Continuing Education

- IRWA 200 Principles of Real Estate Negotiation
- AB1- FREAB Licensed Residential Appraisal Course I
- USPAP/Florida Law Update
- Standard 3 - Review
- Blueprint Reading
- FHA 4150.2 Seminar - 1-4 Family Homes
- WisDOT Appraisal Training for Eminent Domain
- USPAP Standards of Professional Appraisal Practice - 15 hr
- Income Capitalization - 7 hr

## Professional Registration

Wisconsin Certified General Appraiser  
CGA No.1317

# *Moss and Associates*

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April 26, 2007

City of Menasha  
Attn: Mark Radtke  
Director of Public Works  
140 Main Street  
Menasha, WI 54952

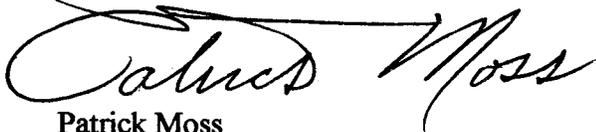
Dear Mark Radtke,

Enclosed please find a copy of our contract and our resumes. **Moss and Associates** was formed in 1995 in response to the need by local public agencies for competent, professional help in the acquisition of right of way, and management of right of way projects under chapter 32 and 202 of Wisconsin Administrative code.

Please feel free to contact any of the municipalities in our resumes for references. We feel our contract has served our firm and the communities we've worked for very well. (Currently we are working on a project for the City of Kaukauna to reconstruct Crooks Avenue (STH 55), which is in relatively close proximity to Menasha.)

If you have any questions please contact us at 1-920-494-5931. Thank you.

Sincerely,  
MOSS AND ASSOCIATES



Patrick Moss  
Negotiator/Consultant

Enc. Resumes  
Contract for Services

**CONTRACT FOR SERVICES**  
**BETWEEN**  
**CITY OF MENASHA**  
**AND MOSS AND ASSOCIATES**

Moss and Associates will acquire an update of title for all necessary parcels, provide negotiation and project management, through acquisition and or condemnation.

**Negotiation Services**

- Moss and Associates will provide all aspects of property acquisition:
- Required handouts such as Property Owner Appraisal Guidelines, Property Owner Rights Brochure, Offer Price letter, copy of appraisals and description of taking and obtain purchase agreement if desirable.
- Negotiation files complete with Title Search, copy of appraisal, negotiation diary, mortgage releases, lien releases, tax proration, closing statement, copies of conveyances and statement to construction engineer.
- Obtain mortgage and lien releases when necessary.
- Submit necessary deeds and releases to the register of deeds for recording.
- Provide necessary documentation to the designated City of Menasha when an administrative settlement is recommended by the negotiator to preclude condemnation.
- Voucher all payment requests to City of Menasha for payment of the acquisition.
- Provide all necessary forms to proceed with condemnation if necessary, i.e. Jurisdictional Offer and Award of Damages.

### **Project Management Services**

- Moss and Associates will conduct all activities within the guidelines of Wis. Stats. Chapter 32 and Wis. Administrative Code Chapter 202.
- Invoice City of Menasha monthly for work processed.
- Process offering price reports to the Village for approval.
- Audit, approve and voucher payments for completed appraisal fees.
- Review and voucher invoices for property owner appraisals as provided in Wis. Stats. 32.05(2)(b).
- Provide periodic status reports
- Provide pre-trial consultation regarding condemnation proceedings
- Attend any meeting or conference required by the Village of Luxemburg or the Wis. D.O.T.
- Provide consultation as necessary

### **CITY OF MENASHA will provide:**

- Any information necessary from the Village Assessor for the appraiser or negotiator to perform their functions.
- Any necessary R/W plats, construction plans, profiles and cross sections as required.
- All engineering survey services and descriptions for property acquisition
- Arrange and conduct all asbestos contamination inspections, remediation and property demolition.
- Pay for any Title Searches or updates to Title Searches.
- Pay for all approved purchases of right of way.
- Pay for all approved relocation payments.
- Pay for approved appraisal fees.

**Hold Harmless**

If a legal challenge is filed in Kewaunee County Circuit Court against City of Menasha for the Village 's exercise of condemnation powers under Chapter 32, Wis. Stats., for the project that is the subject of this Agreement and Moss and Associates are named as a party to the condemnation proceedings, City of Menasha agrees to hold Moss and Associates harmless from claims made against Moss and Associates for Circuit Court proceedings involving Chapter 32, Wis. Stats. And City of Menasha further agrees to provide legal representation at the expense of City of Menasha necessary to defend Moss and Associates for Chapter 32 proceedings. This hold harmless and duty to defend provision does not apply to negligent and willful acts or personal injuries or property damage caused by or performed by Moss and Associates.

Moss and Associates will provide the services as outlined above for a fee of \$75.00 per hour with the exception of subcontracted services. Subcontracted services consist of Title Search and update, Appraisal fees and Appraisal review. The subcontracted services will be billed at the subcontractor's actual and reasonable billing rates.

MOSS AND ASSOCIATES

CITY OF MENASHA

---

Patrick Moss, Owner

Date

---

Authorized Signature

Date

Project ID      Third Street  
                    Tayco St.-Manitowoc St  
                    STH 114  
                    City of Menasha  
                    Winnebago Co.



## RESUME

**RANDY J. MOSS**

Acquisition/Relocation Specialist

### EDUCATIONAL BACKGROUND

1977-1982                    **University of Wisconsin-Stevens Point**, Bachelor of  
Science degree in Forestry with emphases in Urban  
Forestry and Forest Management.  
1976-1977                    **University of Wisconsin-Milwaukee**  
1972-1976                    **Ashwaubenon High School - Graduate 1976**

### PROFESSIONAL BACKGROUND

11/95-Present                **Moss & Associates - Acquisition Specialist**  
1-96-Present                **Draheim Company, Inc. - Relocation Specialist**  
December 1995              **Member IRWA (International Right of Way Association)**  
October 1995                **IRWA (Training Seminar) - Business Moving Payments**  
December 1995              **IRWA Course 501 - Relocation**  
March 1996                 **IRWA Course 201 - Communication**  
May 1996                    **IRWA Course 205 - Bargaining Negotiations**  
September 1996             **NWTC Course - Appraisal 1**  
September 1996             **IRWA Seminar - Pre-trial Preparation for Relocation**  
February 1997              **NWTC Course - Code & Ethics**  
March 1997                 **IRWA Course 401 - Partial Acquisition**  
April 1997                 **NWTC Course - Licensure II**  
September 1997             **WisDOT & IRWA Course - Case Studies in Eminent Domain**  
**Appraisal Seminar**  
May 2004                    **WisDOT Seminar - Update on LPA Manual**

### CURRENT AND RECENT PROJECTS

Negotiation                **West Side Arterial - Winnebago County**  
**Sturgeon Bay Waterfront Redevelopment Project**  
**Cardinal Lane Extension - Brown County**  
**Nathan Drive & Overland Road Project - Town of Hobart**  
**Riverview Drive Project - Village of Howard**  
**Memorial Drive project - Village of Howard**  
**Dousman St. Extension - Village of Howard**  
**Belmont Road Reconstruction - Village of Howard**  
**Brookfield Road Project - Village of Howard**  
**Sewer Interceptor - Village of Hobart**  
**Sewer Interceptor - Village of Howard**  
**CTH "G" - Brown Co. Hwy. Comm.**  
**Camelot Blvd. - City of Sheboygan**  
**Bluemound Drive - Town of Grand Chute**  
**Vine Road - Town of Freedom**

**Relocation**

Geenen Lane -Town of Freedom  
Peterson Road – Town of Freedom  
Shawano Ave. Reconstruction – Brown Co. Highway Dept.  
Haven Lane Reconstruction – Village of Luxemburg  
Bay Settlement Road Reconstruction – Town of Scott  
Lynndale Drive – Town of Grand Chute  
Glen Kent Subdivision – Village of Howard  
Greenville Bike/Pedestrian Trail – Town of Greenville  
Glendale/Pinecrest Reconstruction – Village of Howard  
Sturgeon Bay Waterfront Redevelopment Project  
Cardinal Lane Extension Project - Brown County  
STH 29 Project - Abbotsford-Marathon City (Sections A,B,C, D)  
Muskego Community Park Project - Waukesha County  
Ashwaubenon Industrial Park Expansion - Brown County  
Riverview Drive Project - Village of Howard  
Crooks Street-City of Kaukauna  
Dousman St. Extension – Village of Howard  
Camelot Blvd. – City of Sheboygan  
Lynndale Drive at Heather/Nordale – Town of Grand Chute

# RESUME

**NAME:** Patrick Moss

**ADDRESS:** 1249 Alice Drive  
Green Bay, WI 54304

**TELEPHONE #:** (920) 494-5931 Office  
(920) 680-2635 Mobile  
(920) 494-1099 Fax

**PREVIOUS EMPLOYMENT:** Wisconsin Dept. of Transportation, 28 1/2 years,  
Primary Responsibilities: Appraiser and Lead Negotiator.

**CURRENT OCCUPATION:** Owner, MOSS and ASSOCIATES (12 years), Land acquisition specialists.

**SERVICES OFFERED:** Project Management; Plat review; Relocation Assistance; Negotiation, (specializing in complex negotiations); Administrative settlements; Condemnation consultation; Litigation Coordination (I have a thorough knowledge of Wisconsin Eminent Domain Law and its application.); Creation of specialized documents and agreements for complex acquisition; Relocation.

**CURRENT PROJECTS:** Town of Grand Chute, (R/W Acquisition-Bluemound Drive Reconstruct)  
Town of Grand Chute (R/W Acquisition-Capitol Drive Reconstruct)  
Town of Freedom, Outagamie County (R/W Acquisition)  
Village of Howard, Brown County (R/W Acquisition -Memorial Drive & Riverview Dr.)  
City of Hartford, Washington Co. (Water Well Site Acquisition)  
City of Hartford/Village of Slinger (Electrical Substation Land Acquisition)  
City of Kaukauna, Crooks Ave. (STH "55") Reconstruction

**EDUCATION:** Bachelor of Business Administration degree-UWM-  
majoring in Real Estate, Urban Planning and Geography.

**LICENSES:** Wisconsin Real Estate broker since 1965-1977

**MEMBERSHIP:** International Right of Way Association since the 1960's.

**REFERENCES:** See reverse side

**REFERENCES:**

**WisDOT - Attn: Dennis Fonger**  
Statewide Appraisal Reviewer  
PO Box 28080  
Green Bay, WI 54324-0080  
Business Phone - 920 492-5709

**John Hayes**  
Winnebago Co. Highway Commissioner  
PO Box 2764  
Oshkosh, WI 54903-2764  
Business Phone - 920 424-0025

**Roger Kolb**  
Brown County Hwy. Commissioner  
2198 Glendale Avenue  
Green Bay, WI 54303  
Business Phone 920 492-4925

**Robert Jakel**  
City of Kaukauna Dir. of Planning  
201 West Second Street  
P.O. Box 890  
Kaukauna, WI 54130  
Business Phone 920-766-6315

**Steven Frassetto**  
Attorney for Town of Freedom  
Menn Law Firm  
222 N. Oneida  
Appleton, WI 54915  
Business Phone 920-731-6631

**Atty. Karen Christianson**  
City Attorney  
P O Box 429  
Hartford, WI 53027-1591  
Business Phone 920 673-7700

**WisDOT - Attn: James Lamers**  
District Design Supervisor  
PO Box 28080  
Green Bay, WI 54324-0080  
Business Phone - 920 492-5662

**Geoff Farr, PE**  
Village of Howard  
1336 Cornell Road  
Green Bay, WI 54303  
Business Phone 920 434-4070

**Mark Rohloff**  
Town of Grand Chute Administrator  
1900 Grand Chute Blvd.  
Grand Chute, WI 54913-9613  
Business Phone 920-832-1573



Division of Transportation  
System Development  
Northeast Regional Office  
944 Vanderperren Way  
PO Box 28080  
Green Bay, WI 54324-0080

Jim Doyle, Governor  
Frank J. Busalacchi, Secretary  
Internet web site: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (920)492-5623  
Facsimile (FAX): (920)492-5640  
E-mail: [greenbay.dtd@dot.state.wi.us](mailto:greenbay.dtd@dot.state.wi.us)

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March 15, 2007

RE: NE Region Programming Unit  
Programming the (*Large*) Highway Safety Improvement Program (HSIP)  
2008-2011 Highway Safety Improvement Program  
Projects greater than \$25,000

The NE Region is requesting your help in developing a four-year HSIP improvement program (formerly known as the Hazard Elimination Safety (HES) Program) for County and Local roads. The HSIP improvement program's objective is to develop and implement safety projects designed to reduce the number and severity of crashes on all highways.

**Program Development Cycle:**

To provide adequate lead-time for project planning and development, the HSIP program spans four years. Project solicitation to the standard HSIP will occur every two years (odd-numbered years).

*Interim Project Submittals:*

The HSIP Review Committee will still consider candidate projects throughout the year, but these projects will be reviewed after the projects that are submitted by the submittal deadline. WisDOT anticipates greater competition for the HSIP funds and projects may be extended out 1 to 2 years from the original year requested.

**Project Funding Caps:**

Project costs should be estimated in current year dollars in the submittal packages. A Project Evaluation Factor (PEF) is used to justify the approval of projects. The PEF is based on an estimate as to the percentage of reduction in accidents due the proposed project. All costs (including design, utilities, and real estate) are included, regardless of whether or not HSIP funds will be used for all elements of the project.

The funding for all projects is 90% Federal and 10% Local. We discourage the use of HSIP funds for local design, real estate and utility costs. However, we will seek HSIP funding for Management Consultant and Region review activities. Funding caps are established for all new projects over \$200,000 and for all existing projects once they escalate to over \$200,000. These funding caps limited to 90% of the inflated total project cost cap amount. The Federal HSIP cap amount establishes that the local units of government will be responsible for the balance of the project costs.

**Project Size Limit:**

Projects over \$1,100,000 must have a companion project. The first \$1,100,000 of a project will be funded at a 90/10 ratios. Funding of these large projects will be shared as follows (if justified by the PEF):

	Program	Federal HSIP Funding
First \$1,100,000	HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)	90%
Second \$1,100,000	Local Funds	0%
Balance of Project	Costs Shared Equally Between HSIP and Local Funds	45%

### Project Eligibility:

HSIP projects are intended to employ relatively inexpensive countermeasures to correct hazardous situations. *This program will not fund sites with only "crash potential."*

- An intersection safety improvement (including installing/modifying traffic signals, roundabouts and channelization/turning radii improvements),
- Straightening isolated curves or hills,
- Improving sight distance,
- Access modifications,
- Constructing turning, bypass or other auxiliary lanes,
- An improvement for pedestrian or bicyclist safety or safety of the disabled where there are crashes,
- Construction of a traffic calming feature,
- Elimination of a roadside obstacle,
- Installation of a priority control system for emergency vehicles at signalized intersections,
- Installation of guardrails, barriers and crash attenuators, and
- Installation of signs, delineators, flashing warning lights at pedestrian-bicycle crossings, in school zones and other problem areas.

### Sunset Provisions

The concept of the sunset provision is that an HSIP project will be deleted from the program and have to be re-justified if more that three years (or four years if right-of-way is needed) elapse between program approval and letting to contract. Space is reserved in the HSIP for these projects; but if they are no longer viable projects, they should be deleted from the system and new projects that can be implemented added to the program instead.

The intent of the sunset provision is not to delete viable projects, but rather, to avoid reserving dollars in the HSIP for projects that are not moving towards implementation. A project will lose its status if:

- There is no design action within two years of program approval; or,
- It is not let to contract within three years of program approval (four years if right-of-way is needed).

### Project Submittals:

- Completed HSIP Project Application Form,
- General sketch of the project proposal,
- Site photos,
- Crash history as available (most current consecutive three years minimum) and an appropriate crash analysis; copies of all crash reports (MV4000) are to be provided to the WisDOT NE Region office. For emergency vehicle traffic signal pre-emption

- projects, all crash reports involving emergency vehicles at the site(s) over the past ten years are to be provided to the NE Region office;
- Collision diagrams,
  - Warrant documentation for all proposals to install new traffic signals or 4-way stop signs (forms DT1979 or DT1980, as appropriate),
  - Completed *Traffic Control Signal Approval Request* form (DT1199). Required for all proposals to install new traffic signals on the State Trunk Highway System, including Connecting Highways and ramp terminals; and,
  - PEF worksheets and printouts (completed by the NE Region office).

NOTE: A candidate project for installing new traffic signals *must have also analyzed* a roundabout as an alternative to signals and vice versa.

Four submittal packages for each project should be sent to the NE Region for processing. The NE Region will assemble/review the information, complete the PEF worksheet, and forward projects that meet the requirements to the HSIP Review Committee.

The HSIP Project Application Form, a sample collision diagram, the Traffic Signal Warrant Summary sheets (forms DT1979 and DT1980), the Traffic control Signal Approval Request form (DT1199), and the PEF worksheets are available upon request. Electronic copies are also available.

If your hazard elimination candidate project(s) is selected, it will be your responsibility to develop the plans and purchase/acquire any necessary right-of way or utilities. The standard procedures for Federal Aid Projects as contained in our Facilities Development Manual must be followed. Our Local Program Management Consultant will be available for guidance on those processes.

Please submit candidate projects to the NE Region, Attn: Anne Ebent or Scott Simmons, by **May 18, 2007** in order to be considered for the 2008-2009-2010-2011 program. If you have any questions, please feel free to contact me at (920) 492-5694 (e-mail [anne.ebent@dot.state.wi.us](mailto:anne.ebent@dot.state.wi.us)) or Scott Simmons at (920) 492-2385 (e-mail [scott.simmons@dot.state.wi.us](mailto:scott.simmons@dot.state.wi.us)).

Sincerely,



Anne M. Ebent  
Six-Year Program Engineer

cc: Scott Nelson P.E., NE Region Traffic Safety Engineer  
Scott Simmons P.E., NE Region Program Development Engineer  
Colleen Harris P.E., NE Region Planning Supervisor  
Dave Schmidt P.E., Local Program Project Manager

ORDINANCE O - 7 - 07

AN ORDINANCE RELATING TO Dwellings for Watchmen

Introduced by Mayor Laux

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

SECTION 1: Sec. 13 – 1 – 31 (d)(2) is created to read as follows:

(2) Dwellings for Watchmen.

SECTION 2: Sec. 13 – 1 – 160 (a) (36) is hereby created to read as follows:

(36) Dwellings for Watchmen: A dwelling unit whose occupancy is limited to an employee of the entity owning or conducting operations on the site whose job responsibilities include site security.

SECTION 3: Sec. 13 – 1 – 160 (a)(36) to 13 – 1- 160 (a)(128) are renumbered as 13 -1 – 160 (a)(37) to 13 – 1 – 160 (a) (129).

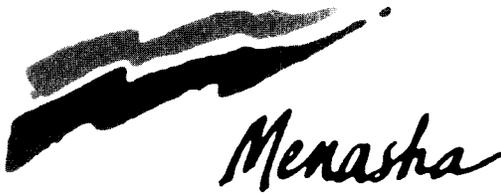
SECTION 4: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Joseph F. Laux, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk



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

MEMO

TO: Common Council  
Plan Commission  
Mayor Laux  
Department Heads

FROM: Jeff Brandt JSB

SUBJECT: City of Menasha Sidewalk Policy

DATE: May 1, 2007

At the Common Council meeting of April 17, 2007, there was confusion as to the Ordinance covering the City of Menasha Sidewalk Policy. I have had an opportunity to investigate the history of the current ordinance.

I enclose section 6 – 2 – 2 (h) which was the sidewalk policy when the code was adopted to be effective July 21, 1989. Next you will find Ordinance O – 24 – 89 that was adopted on September 19, 1989. O – 24 – 89 was drafted by former City Attorney Richard Steffens. Next, you will find sec. 6 -2 – 2 (h) as it appears in the City Code that I maintain along with the Clerk and as is shown on the City website. I was appointed City Attorney as of July 20, 1990.

On or about December 20, 1994, I attempted to fold O – 24 – 89 into sec. 6 – 2 -2 (h). As you can see from O – 24 – 89, there is no mention that sec. 6 – 2 – 2 (h) was being repealed. I assumed that it was not repealed and that O -24 – 89 was additional requirements as determined by the Common Council at that time. In discussing this with Mayor Laux and PWD Radtke, it is their impression that the Common Council did intend to repeal sec. 6 – 2 – 2 and replace it with O – 24 -89.

Last, you will find O – 8 – 07 which is intended to fix the “problem” as to whether the 1989 Common Council intended to repeal the previous 6 – 2 – 2 when it adopted O – 24 -89. There are two additional current changes requested by the Mayor to meet the ambiguities raised at the April 17, 2007 Council meeting. Those appear in bold face type at sec. (h) (2) and (i) (1) e.

ORDINANCE O - 8 - 07

AN ORDINANCE RELATING TO CITY OF MENASHA SIDEWALK POLICY

Introduced by Mayor Laux

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

SECTION 1: Sec. 6 – 2 – 2 is repealed and recreated to read as flows:

h) ~~**SIDEWALK CONSTRUCTION REQUIRED. SIDEWALK POLICY – EXISTING DEVELOPMENT.**~~

~~(1) **When Fifty Percent (50%) of Each Side of the Block Improved or Developed.** Whenever the owner of fifty percent (50%) of the lineal feet of property on any side of any individual block have had improvements constructed thereon, the Common Council shall order as soon as feasible sidewalks to be built to serve abutting property owners. The Common Council reserves the right to order sidewalk construction in certain areas of the City, where sides of blocks are not fifty percent (50%) completed, and where the Board of Public Works finds a need not limited to the safety factor above.~~

~~(2) **When Two thirds (2/3) of Block Completed.** The owner of any property in the City of Menasha shall cause a walk to be constructed adjacent thereto in conformity with the provisions of this Section in the event the City block upon which the property abuts has sidewalks constructed thereon over more than two thirds (2/3) of the length of said block.~~

(1) Sidewalks shall be mandatory on both sides of all arterial and collector streets as listed in the "State Mileage Certification Report." Installation shall take place at the time the streets are constructed to urban sections (curb and gutter, storm sewer, etc.).

(2) Sidewalks shall be mandatory on streets where the ~~net~~ **total density (including dedicated right-of-way)** on the abutting properties is greater than 3.5 units per acre and average daily traffic is greater than 500 vehicles per day.

(3) Sidewalks shall be mandatory on any side of an individual block when 50% or more of the length of said block has sidewalk constructed thereon.

(4) The minimum vehicle volume warrant for installation of sidewalk shall be 500 cars per day.

(5) Nothing in the above provisions providing for the installation of sidewalks in the existing development shall prevent the Board of Public Works from requesting sidewalk construction if traffic engineering or any combination of pedestrian counts and traffic volumes demonstrate a hazardous condition which would warrant sidewalk installation.

(i) **SIDEWALK INSTALLATIONS IN THE NEWLY PLATTED SUBDIVISIONS**

- (1) Sidewalks shall be mandatory on both sides of the street on all plats submitted for approval to the Plan Commission. Exceptions may be granted only in the following instances:
- a. ~~The owner of property subject to the provisions of subsections (h)(1) and (2) shall have the right to petition the Common Council for a variance or exceptions from the terms of said provisions.~~
  - a. Industrial and commercial subdivisions;
  - b. In residential cul-de-sac streets (less than 500 feet in length) and other streets of limited continuity where the density of development is less than 6 units per acre.
  - c. Neighborhood residential streets where topography, trees, insufficient right-of-way, or other unique circumstances make placement of walks on one or both sides of the street impractical and where the absence of such walks will not substantially interrupt pedestrian flow within the block or to parks, schools, or other major pedestrian attractors.
  - d. Where there is a dedication of a pedestrian right-of-way or other alternate means of pedestrian circulation.
  - e. On neighborhood residential streets, ~~upon request of the subdivider~~, where proposed **net total density (including dedicated right-of-way)** is less than 3.5 units per acre and average daily traffic would not be such to cause sidewalk installation based on traffic engineering warrants.
  - f. Nothing in this ordinance prohibits the installation of sidewalks upon request of the adjoining property owners.

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

are so set the construction of such walk, except the excavation therefor, shall not be commenced.

- (3) Lights and Barriers. Any person who shall construct or cause to be constructed any concrete sidewalks, including all contractors performing or supervising such construction, shall cause sufficient barriers to be erected and maintained during the period of construction, and a red light at each end of the sidewalk to be placed and kept burning during each night of such period to the satisfaction of the Board of Public Works.
- (g) Damage to Sidewalk.
  - (1) No person shall, without authority in writing from the Director of Public Works, interfere with, alter the position or level of, remove or destroy any line or grade stakes set by the Director of Public Works.
  - (2) No person shall injure or tear up any side or crosswalk or shall injure or dig any holes, ditch, or drain in or across any street, highway, lane or alley without first having obtained the consent of the Common Council, violations shall be subject to a forfeiture hereinafter set forth in this Code.
  - (3) No person shall pass over or upon any cement sidewalk or crossing while the same is in the process of construction or until the same shall become thoroughly dry and hardened. Barriers shall be placed around new sidewalks by workers constructing the same to prevent persons from passing over or upon the sidewalk under construction. It shall be unlawful for any person or corporation to remove said barriers except those having lawful authority so to do.
  - (4) It shall be unlawful for the owner as well as any other person or corporation to at any time mark, mar, deface, injure, mutilate, destroy, print or paint any letters, names or characters whatsoever on any cement sidewalk or crossing now or hereafter to be built and constructed in the City of Menasha.
- (h) Sidewalk Construction Required.
  - (1) When Fifty Percent (50%) of Each Side of the Block Improved or Developed. Whenever the owner of fifty percent (50%) of the lineal feet of property on any side of any individual block have had improvements constructed thereon, the Common Council shall order as soon as feasible sidewalks to be built to serve abutting property owners. The Common Council reserves the right to order sidewalk construction in certain areas of the City, where sides of blocks are not fifty percent (50%) completed, and where the Board of Public Works finds a need not limited to the safety factor above.
  - (2) When Two-thirds (2/3) of Block Completed. The owner of any property in the City of Menasha shall cause a walk to be constructed adjacent thereto in conformity with the provisions of this Section in the event the City block upon which the property abuts has sidewalks constructed thereon over more than two-thirds (2/3) of the length of said block.
  - (3) Exceptions. The owner of property subject to the provisions of Subsections (i)(1) and (2) shall have the right to petition the Common Council for a variance or exceptions from the terms of said provisions.
- (i) Unsafe Sidewalks. The Common Council may at any time, by ordinance or resolution, order any sidewalk which is unsafe, defective, or insufficient, to be removed and replaced with a sidewalk in accordance with the standard specifications provided for in this Section.
- (j) Illegal Sidewalks. No sidewalk which shall be constructed contrary to the provisions of this Section shall be considered a legal sidewalk and the same may be ordered to be replaced with a legal sidewalk and one which is in conformity

*Alaska*

ORDINANCE 0-24-89

AN ORDINANCE REVISING SIDEWALK POLICY FOR THE CITY OF MENASHA  
Requested by the Board of Public Works

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

SECTION 1: SIDEWALK POLICY -- EXISTING DEVELOPMENT

A. Sidewalks Mandatory.

1. Sidewalks shall be mandatory on both sides of all arterial and collector streets as listed in the "State Mileage Certification Report." Installation shall take place at the time the streets are constructed to urban sections (curb and gutter, storm sewer, etc.).

2. Sidewalks shall be mandatory on streets where the net density on the abutting properties is greater than 3.5 units per acre and average daily traffic is greater than 500 vehicles per day.

3. Sidewalks shall <sup>be</sup> mandatory on any side of an individual block when 50% or more of the length of said block has sidewalk constructed thereon.

4. The minimum vehicle volume warrant for installation of sidewalk shall be 500 cars per day.

5. Nothing in the above provisions providing for the installation of sidewalks in the existing development shall prevent the Board of Public Works from requesting sidewalk construction if traffic engineering or any combination of pedestrian counts and traffic volumes demonstrate a hazardous condition which would warrant sidewalk installation.

SECTION 2: SIDEWALK INSTALLATIONS IN THE NEWLY PLATTED SUBDIVISIONS

A. Sidewalks Mandatory. Sidewalks shall be mandatory on both sides of the street on all plats submitted for approval to the Plan Commission. Exceptions may be granted only in the following instances.

- 1. Industrial and commercial subdivisions;

2. In residential cul-de-sac streets (less than 500 feet in length) and other streets of limited continuity where the density of development is less than 6 units per acre.

3. Neighborhood residential streets where topography, trees, insufficient right-of-way, or other unique circumstances make placement of walks on one or both sides of the street impractical and where the absence of such walks will not substantially interrupt pedestrian flow within the block or to parks, schools, or other major pedestrian attractors.

4. Where there is a dedication of a pedestrian right-of-way or other alternate means of pedestrian circulation.

5. On neighborhood residential streets, upon request of the subdivider, where proposed net density is less than 3.5 units per acre and average daily traffic would not be such to cause sidewalk installation based on traffic engineering warrants.

SECTION 3: Nothing in this ordinance prohibits the installation of sidewalks upon request of the adjoining property owners.

SECTION 4: This Ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this 19th day of Sept, 1989.

  
Joseph F. Laux, Mayor

ATTEST:

  
Raymond C. Zielinski, City Clerk

RESOLUTION CONTINUING APPROPRIATIONS

Introduced by Alderman Wisneski

WHEREAS, it is desirous and necessary for the City of Menasha to continue some 2006 Appropriations into 2007 to finance ongoing projects,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Common Council concurring that the following appropriations be continued:

<u>A/C #</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
51-04-101	COMMON COUNCIL	\$ 16,150.00
53-09-103	ENVIRONMENTAL HEALTH	3,132.00
53-09-105	PREVENTION PROGRAM	21.00
53-06-106	RADON GRANT	722.00
53-09-108	DENTAL SEALANT PROGRAM	1,157.00
53-09-112	LEAD PREVENTION GRANT	375.00
53-09-113	IMMUNIZATION GRANT	362.00
53-09-118	BIO TERRORISM	3,669.00
53-09-119	TWENTY-FOUR/SEVEN COVERAGE	49,259.00
54-10-133	SIDEWALKS & CROSSWALKS	31,000.00
54-10-134	STORM SEWERS & DRAINS	12,000.00
55-07-202	PARKS DEPARTMENT	25,500.00
	TOTAL	----- \$ 143,347.00 =====

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Joseph F. Laux, Mayor

Attest

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

EXPLANATION OF CONTINUING APPROPRIATIONS  
 From 2006 into 2007

<u>A/C #</u>	<u>PURPOSE</u>	<u>AMOUNT</u>	<u>REQUESTED BY</u>
51-04-101	Council Action of 9/5/2006, Cable TV	\$ 16,150.00	Common Council
53-09-103	Emergency Bio Terrorism Needs	\$ 3,132.00	PHD Nett
53-09-105	Supplies	21.00	PHD Nett
53-06-106	Additional hours for Staff	722.00	PHD Nett
53-09-108	Additional hours for Staff	1,157.00	PHD Nett
53-09-112	Additional hours for Staff	375.00	PHD Nett
53-09-113	Supplies	362.00	PHD Nett
53-09-118	Additional hours for Staff	3,669.00	PHD Nett
53-09-119	24/7 coverage, Emergency Communications	49,259.00	PHD Nett
54-10-133	Sidewalk Replacement Program	31,000.00	PWD Radtke
55-07-202	Drainage project pending DNR approval	12,000.00	PWD Radtke
55-07-202	Positive Youth development Grant	500.00	PRD Tungate
	Barker Farms Landscaping & Site Amenities	6,000.00	PRD Tungate
	Play Equipment	19,000.00	PRD Tungate
Total		----- \$ 143,347.00 =====	



**FROM:**

43-04-965	ST AID - PUBLIC HEALTH	\$ 38,840.58
44-04-111	CABLE TELEVISION FEE	16,150.00
47-04-978	STATE-LIFT BRIDGES	95,068.42
51-02-105	PERSONNEL DEPARTMENT	813.30
5104106	CITY COMPTROLLER/TREASURER	67.27
51-04-107	CITY ASSESSOR	15,049.82
52-08-101	POLICE DEPARTMENT	1,451.71
54-10-121	STREET CONSTRUCTION	15,787.07
54-10-202	PARKING LOTS METERS	12,000.00
54-10-304	REFUSE COLLECTION/DISPOSAL	24,715.17
55-07-201	PARKS DEPARTMENT	11,411.71
56-03-202	COMMUNITY DEVELOPMENT	1,250.43
		-----
		\$ 232,605.48
		=====

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Joseph F. Laux, Mayor

Attest:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

FISCAL NOTE: This resolution is only to cover those individual accounts which exceeded their budgeted amount or to appropriate revenues received but not budgeted for.

The General Fund, in its entirety, had Revenues in excess of [Expenditures of approximately \\$600,000](#)  
Thomas Stoffel, City Comptroller/Treasurer



## MEMORANDUM

To: Common Council  
From: Jessica Beckendorf, AP  
Date: May 3, 2007  
RE: Plank Road Mini-Storage signs

They're down.



## MEMORANDUM

To: Common Council

From: Jessica Beckendorf, AP

Date: May 3, 2007

RE: Solea Sign

The temporary sign has been removed and it appears as though the electronic message center is in compliance with sign code requirements. I have not heard any further complaints.



## Memorandum

DATE: April 25, 2007

TO: Menasha Common Council

FROM: Mark Radtke, Director of Public Works

RE: Status of Alcan Packaging Parking Lot on South Side of River Street

In response to Ald. Wisneski's Council Directive, following is a chronicle of emails between Alcan Packaging and me regarding this issue.

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From: Debbie Galeazzi  
Sent: Friday, April 20, 2007 9:11 AM  
To: Mark Radtke  
Subject: Council Directive

Mark – Ald. Wisneski has requested a report on the Southside of River Street for the next meeting.

Deb

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Hi George,

An alderman has requested a status report on Alcan's proposed parking lot area along the south side of River Street. Do you have any schedule for the completion of your parking lot area?

Mark Radtke  
Director of Public Works  
City of Menasha  
(920) 967-3611

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Mark,  
Alcan has secured quotations for the purpose of requesting appropriations to allow this project to get underway sometime second or third quarter of 2007. Rod Spitz, our Engineering Manager, is working on this project at this time. Our goal is to complete this project as early as possible in the summer months. If you have any further questions please feel free to contact Rod directly. His email is attached or he can be reached at 727-6650.

Thanks, George

|

M:\word\Council memo re Alcan parking lot - River St 4-25-07.doc