

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.

PUBLIC HEARINGS

6:50 PM - Special Use Permit Application of Convenience Store Investments (Kwik Trip, Inc.)

6:55 PM - Proposed changes to certain sections of the Menasha Code of Zoning Ordinances

**CITY OF MENASHA
Common Council
Council Chambers, 3rd Floor- 140 Main St., Menasha
September 4, 2007**

7:00 PM

AGENDA

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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, 8/20/07

[Attachments](#)

Minutes to receive:

B. Administration Committee, 8/20/07

[Attachments](#)

C. Board of Public Works, 8/20/07

[Attachments](#)

D. NM Sewerage Commission, 7/24/07

[Attachments](#)

E. Safety Committee, 7/11/07; City Hall

[Attachments](#)

F. Safety Committee, 7/24/07; Public Works/Parks Department

[Attachments](#)

G. Library Board, 8/16/07

[Attachments](#)

H. IT Steering Committee, 7/18/07

I. Library Board, 8/16/07

[Attachments](#)

[Attachments](#)

J. Plan Commission, 8/21/07

[Attachments](#)

Communications:

1. Comp Stoffel, 8/07; Budget 2008 time table

[Attachments](#)

2. PRD Tungate, 8/29/07; Isle of Valor Dedication Ceremony

[Attachments](#)

3. Legislative Committee, 7/23/07; Winnebago County

[Attachments](#)

4. Jefferson Pool Patron to PRD Tungate, 8/21/07; Thank you

[Attachments](#)

5. Time Warner Cable , 8/28/07; NFL Network on Time Warner Cable

[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. None

VII. CLAIMS AGAINST THE CITY

A. None

VIII. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

A. None

IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

1. 8/21/07; Recommends approval of the Special Use Permit application of Convenience Store Investments (Kwik Trip) with the following conditions: 1. Applicant must provide a full photometric plan of the entire property for submission at the 9/11/07 Plan Commission meeting.
2. Applicant must add three additional canopy trees along the south property line and one additional landscape area to the west of the underground tank filling area.

[Attachments](#)

2. 8/21/07; Plan Commission recommends approval of offer to purchase 121 River Street

[Attachments](#)

B. Administration Committee:

1. Recommendation from Utility Commission to Approve Sargent & Lundy Workout Plan.

[Attachments](#)

2. Division of Public Health Pandemic Influenza Contract Agreement #15738, Sept. 1, 2007 July 31, 2008, and authorize signature

[Attachments](#)

3. Offer to Purchase, 121 River Street, Michael Austin

[Attachments](#)

- 4. Authorization of additional commitment of \$12,000 for continued Davis & Kuelthau representation regarding the issue of Fox River PCB contamination. [Attachments](#)
- 5. Accounts payable and payroll for 8/17/07-8/30/07 in the amount of \$834,196.45. [Attachments](#)
- C. Board of Public Works:**
- 1. Request to remove street light in front of 175 Main Street. [Attachments](#)
- 2. Change Order-CD Smith Construction, Inc: Water Treatment Plant Modifications; Contract Unit No. M002-940266.02; ADD \$8,397.00 (Change Order No. 10). [Attachments](#)
- 3. Concern Regarding Drainageway at 2140 Grassy Plains Drive. [Attachments](#)
- 4. Update on Request to Enclose Open Drainage Area at 2160 Manitowoc Road [Attachments](#)
- 5. Consideration of Sidewalk Construction Along Midway Road [Attachments](#)

X. ORDINANCES AND RESOLUTIONS

- A. O-13-07 - An Ordinance relating to C-4 Business Park District [Attachments](#)
- B. O-14-07 - An Ordinance relating to height, setback and area exceptions [Attachments](#)
- C. O-15-07 - An Ordinance relating to zoning districts [Attachments](#)
- D. O-16-07 - An Ordinance relating to R-3 multi-family, medium density residence district [Attachments](#)
- E. O-17-07 - An Ordinance relating to R-4 multi-family high density residence district [Attachments](#)
- F. O-18-07 - An Ordinance relating to C-1 general commercial district [Attachments](#)
- G. O-19-07 - An Ordinance relating to C-2 central business district [Attachments](#)
- H. O-20-07 - An Ordinance relating to I-1 heavy industrial district [Attachments](#)
- I. O-21-07 - An Ordinance relating to I-2 general industrial district [Attachments](#)
- J. O-22-07 - An Ordinance relating to R-2A multi-family, zero lot line residence district [Attachments](#)
- K. O-23-07 - An Ordinance relating to C-3 business and office district [Attachments](#)
- L. O-24-07 - An Ordinance relating to pole signs [Attachments](#)
- M. O-25-07 - An Ordinance relating to site, architectural, landscaping and lighting plan review [Attachments](#)
- N. O-26-07 - An Ordinance relating to monument signs [Attachments](#)
- O. O-27-07 An Ordinance Relating to Traffic Visibility, Loading, Parking and Access [Attachments](#)

XI. HELD OVER BUSINESS

- A. None

XII. COUNCIL DIRECTIVES

- A. CDD Keil - Status of Midway Crossing Commercial Development (Drifka Property) (Ald. Michalkiewicz)
- B. CDD Keil - Signage issues at Higher Beans (old Badger Ice Cream) (Ald. Hendricks)
- C. Ald. Merkes - Status of Ad-Hoc Sidewalk Committee (Mayor Laux)
- D. PWD Radtke - Update on audio/visual problems in the Council Chambers (Ald. Wisneski)

[Attachments](#)

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, September 17, 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
August 20, 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 7:20 p.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. Merkes, Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz.			
	EXCUSED: Ald. Chase.			
	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, DPW Radtke, CDD Keil, C/T Stoffel, PRD Tungate, PHD Nett, Lt. Sahr, PWS Jacobson, Clerk Galeazzi and the Press.			

IV. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [Common Council, 8/6/07](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Common Council Minutes, 8/6/07	Alderman Michalkiewicz	Alderman Eckstein	Passed
	Motion carried on voice vote.			

Minutes to receive:

B. [Administration Committee, 8/6/07](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Approve	Minutes to Receive B-E and Communications 1-9.	Alderman Michalkiewicz	Alderman Eckstein	Passed
Discussion: Ald. Taylor-Comm. #2, Memo from PWS Jacobson, Unnecessary bridge openings. Motion carried on voice vote.				

C. [Board of Public Works, 8/6/07](#)

D. [Plan Commission, 8/7/07](#)

E. [Public Hearing, 8/6/07](#)

Communications:

1. [Badger Highways to City of Menasha residents, 8/14/07; 2007 Street rehabilitation/reconstruction project](#)
2. [PW Supt. Jacobson, 8/7/07; Unnecessary bridge openings](#)
3. [CA/HRD Brandt, 8/13/07; City Hall Parking](#)
4. [Public Works Facility, 8/3/07; June/July 2007 Disposal Violations](#)
5. [WI Dept. of Administration, 8/10/07; Preliminary Estimate of January 1, 2007 population](#)
6. [Ald. Hendricks email conversation with Patty & Jerry Ulrich, 8/10/07](#)
7. [PRD Tungate, 8/6/07; article, *Ecotourism holds promise for area*](#)
8. [CVMIC Report, 7/27/07; Menasha Public Works Facility work site observation report](#)
9. [Mayor Laux, 8/2/07; Wayfinding Signage information](#)

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. Mary Ann Mulvey, 274 Misty Meadows. Steam Utility Project, need to work together to resolve issues.			
	B. Kathy Bauer, 709 Lincoln Street. Steam Utility Project, need to focus on turning situation around; asked for detail listing of financial statements.			
	C. Joanne Roush, 409 Cleveland Street. Steam Utility Project, Mayor's memo regarding e-mail from Whiting Paper; urge Utilities Commission to make recommendations.			
	D. Jan Davey, 1232 Grove Street. Steam Utility Project, overruns are not acceptable.			

VI. APPOINTMENTS

- A. [Mayor's Appointments to the Redevelopment Authority:](#)
1. [Linda Kennedy, extend current appointment to August 31, 2011](#)
 2. [Ken Skalmoski, extend current appointment to August 31, 2011](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	to extend current appointment of Linda Kennedy to 8/31/2011	Alderman Merkes	Alderman Wisneski	Passed
	Motion carried on roll call 7-0.			
Approve	to extend current appointment of Ken Skalmoski to 8/31/2001	Alderman Wisneski	Alderman Pack	Passed
	Motion carried on roll call 7-0.			

VII. CLAIMS AGAINST THE CITY

- A. [None](#)

VIII. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. [None](#)

IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. **Plan Commission:**

- [8/7/07; Recommends approval of the location of the Dan Babcock memorial with the condition that the space between the base of the bench and the sidewalk be something other than turf or lawn](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve w/ Conditions	location of the Dan Babcock memorial	Alderman Merkes	Alderman Taylor	Passed
	Motion carried on roll call 7-0.			

B. **Administration Committee:**

- [Agreement between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Green Bay and Menasha Health Department for the conduct of a Clinical Education Program and authorize signature](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Agreement with UW-Green Bay	Alderman Wisneski	Alderman Eckstein	Passed
	Motion carried on roll call 7-0.			

- [Accounts payable and payroll for 8/9/07-8/16/07 in the amount of \\$2,722,693.80](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Accounts payable and payroll	Alderman Wisneski	Alderman Eckstein	Passed
	Motion carried on roll call 7-0.			

C. **Board of Public Works:**

- [Request to remove street lights in front of 175 Main Street \(held 8/6/07\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Acted on in Board of Public Works - tabled.			

2. [Payment - Dorner, Inc.; Nature's Way; Contract Unit No. 2006-08; \\$17,185.78 \(Payment No. 6\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Payment-Dorner, Inc.	Alderman Pack	Alderman Taylor	Passed
	Motion carried on roll call 7-0.			

X. ORDINANCES AND RESOLUTIONS

A. [None](#)

XI. HELD OVER BUSINESS

A. [Motion to remove from table - consideration of concerns of Briarwood Cottage residents regarding proposed asphalt walk/trail on Midway Road \(Ald. Wisneski\).](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to remove from table - consideration of concerns of Briarwood Cottage residents regarding proposed asphalt walk/trail on Midway Road	Alderman Wisneski	Alderman Merkes	Passed
	Motion carried on roll call 6-1. Ald. Pack - no.			
Move	to refer to Board of Public Works	Alderman Wisneski	Alderman Michalkiewicz	Passed
	Discussion. Motion carried on voice vote.			

XII. COUNCIL DIRECTIVES

A. [CA/HRD Brandt - Sargent & Lundy Report, confidentiality \(Ald. Taylor\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The Utilities Commission is the custodian of the Sargent & Lundy Report. The first draft of the Sargent & Lundy Report included an executive summary that was publicly released by inclusion in the July 16 Council packet and posted on the City website. The second draft of the Sargent & Lundy Report was publicly released by inclusion in the August 6 Council packet and posted on the City website. This release was at the request of the Council. While individual Aldermen can discuss public documents with any member of the people, consideration needs to be give as to the appropriateness and consequences of these discussions, particularly where the Alderman has not been authorized to speak for the City or Utility.			

B. [PRD Tungate - Trees at 608 & 612 First Street \(Ald. Taylor\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The tree contractor has been contacted and work on the trees at 608 & 612 First Street is scheduled for next week.			

C. [CDD Keil - Badger Ice Cream signage \(drive thru signs\) \(Ald. Hendricks\)](#)

Motions

Motion

Type	Motion Text	Made By	Seconded By	Motion Result
	The current tenant, Higher Beans, is working on a new sign. They should have it taken care of in a few weeks.			

D. [CDD Keil-Graffiti on Racine Street Bridge\(Ald. Hendricks\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The Dept. of Transportation is the authority for the bridges. Their policy is to remove any graffiti with vulgar language. They don't consider the graffiti on the Racine Street Bridge as vulgar. The City can have it removed, so the Public Works crews will be working on removing it.			

E. [CDD Keil - Graffiti on building at Gilbert Site \(Ald. Taylor\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The contractor that will be demolishing the buildings from the Gilbert site had the graffiti removed from the building.			

F. [PHD Nett-Employee I.D status \(Ald. Wisneski\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The Safety Committee is working on preparing picture identification badges for all City employees including the Aldermen. It would be good for the public to know who they are dealing with. Their goal is to be completed by fall.			

G. [PWD Radtke - City Parking Ramp structural issues \(Ald. Hendricks\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke has identified a few locations of the parking ramp where the top surface of concrete is delaminating at the concrete column supports. This was previously reported to the structural engineering firm that designed the ramp and they made the repairs at no cost to the City. It appears the defects are in the same areas that were previously repaired. DPW Radtke will contact the engineering firm to have them inspect the area and make the necessary repairs.			

H. [PWD Radtke-Sidewalk repairs and replacements for 2007 \(Ald. Hendricks\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	A list of the 2007 sidewalk projects was presented to the Council. Work on repairing/replacing the sidewalks is expected to being this week.			

I. [PWD Radtke-River Street landscaping \(Ald. Wisneski\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result

Alcan is waiting to hear back from their corporate office on the landscape/parking lot design. Once the design has been approved, the work will begin as weather permits.

J. [PC Stanke-Problems with excessive speed through Jefferson Park and end of Third Street \(Ald. Eckstein\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Lt. Sahr reported on the speed study that was performed in the 900 block of Third Street. A majority of the vehicles were traveling under 30 mph. The police dept. has increased their presence in that area over the past 3 years as of the change in demographics of the area.			
	Dave Krysiak, 886 Second Street spoke to the Council on the problems in the area. Residents are concerned and ask for more police presence.			

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](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 8:16 p.m	Alderman Pack	Alderman Michalkiewicz	Passed
Motion carried on voice vote.				
Respectfully submitted by Deborah A. Galeazzi, City Clerk				

CITY OF MENASHA
Administration Committee
140 Main Street, 3rd Floor Council Chambers
August 20, 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 Wisneski at 6:30 p.m.			

II. ROLL CALL/EXCUSED ABSENCES

A. [Roll Call](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRESENT: Ald. Merkes, Taylor (6:32p.m.), Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz.			
	EXCUSED: Ald. Chase.			
	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, DPW Radtke, CDD Keil, C/T Stoffel, PRD Tungate, PHD Nett, Lt. Sahr, PWS Jacobson, MUGM Doug Young, Dick Sturm, Steve Fields, Clerk Galeazzi and the Press.			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [Administration Committee Minutes, 8/6/07](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Administration Committee Minutes, 8/6/07	Alderman Pack	Alderman Michalkiewicz	Passed
	Motion carried on voice vote.			

IV. DISCUSSION

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

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Dick Stum, Steam Plant Manager, reported on the Steam Utility Project. He asked for			

cooperation from everyone on the Steam Utility project. Everyone needs to work together to make the project a success. He reported there was an electrical outage on Aug. 11 which caused the system to be off-line for a short time. The system was repaired and power was restored to residents in about 1.5 hours. The No. 4 turbine generator was taken off-line for some maintenance work. The No. 4 generator was not a part of the original plan, so certain maintenance issues were deferred. Now No. 4 generator is needed, so the maintenance is necessary. The old coal is still being used, but over 90% of the total coal used is from the new vendor. The noise issue is being worked out between the vendor and contractor. Dresser Rand staff has been on-site dealing with the issue with the back pressure turbine generator. The shaker screen has been removed from the coal building. There is less vibrating of the building.

GM Doug Young reported on Water Treatment Plant. They are in the final stages, painting of walls and piping. Staff is installing the control system. The fencing around the east end of the building has been completed and the landscaping is being done. The final paving of Broad Street should be done by next week. The canal circulation system is complete and working.

B. [Agreement Between The Board of Regents of the University of Wisconsin System on Behalf of the University of Wisconsin-Green Bay and Menasha Health Department for the Conduct of a Clinical Education Program and authorize signature.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PHD Nett explained this agreement will allow local UW-Green Bay students to do their clinical requirements. This agreement is the same as previous years.			

C. [Accounts payable and payroll for 8/9/07-8/16/07 in the amount of \\$2,722,693.80](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No Questions or Discussion.			

V. ADJOURNMENT

A. [Adjournment](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 7:13 p.m.	Alderman Michalkiewicz	Alderman Taylor	Passed
	Motion carried by 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
 August 20, 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 Pack at 7:15 p.m			

II. ROLL CALL/EXCUSED ABSENCES

A. -

Motions

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

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

A. [August 6, 2007](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Board of Public Works Minutes, 8/6/07	Alderman Michalkiewicz	Alderman Eckstein	Passed
	Motion carried on voice vote.			

IV. DISCUSSION

A. [Request to Remove Street Lights in Front of 175 Main Street \(Held\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke received an e-mail from Chris Donner owner of the Vault Lounge requesting this be held until the Sept. 4 meeting so he has time to do a cost study. Discussion ensued on this item has already been held once.			
Move	to table	Alderman Taylor	Alderman Hendricks	Passed

Motion carried on roll call 6-1. Ald. Pack - no.

B. [Payment - Dorner, Inc.; Nature's Way; Contract Unit No. 2006-08; \\$17,185.78 \(Payment No. 6\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained this payment is for storm sewer, sanitary sewer, water main installation, street & detention basin construction. The work is almost completed.			

V. ADJOURNMENT

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 7:19 p.m	Alderman Taylor	Alderman Wisneski	Passed
Motion carried on voice vote.				
Respectfully submitted by Deborah A. Galeazzi, City Clerk				

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday July 24, 2007

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

Present: Commissioners R. Zielinski, J. Jurgenson, W. Zelinski, W. Helein, D. Youngquist, K. Bauer; Manager Much, Accountant Voigt.

Excused: Commissioner G. Cowling.

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

Motion made by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to approve the minutes of the Regular Meeting of June 26, 2007. Motion carried unanimously.

Correspondence

There was no correspondence discussed.

Budget, Finance, Personnel

Accountant Voigt presented to the Commission the unaudited financial statements for June 2007. The operating income currently generated is meeting budget expectations. After discussion, moved by Commissioner J. Jurgenson, seconded by Commissioner W. Helein to accept the unaudited financial statements for the month of June 2007 and place them on file. Motion carried unanimously.

Accountant Voigt presented MCO invoice #11850 in the amount of \$102,288.42 for the month of August 2007. Motion made by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski to approve MCO invoice #11850 in the amount of \$102,288.42 for the month of August 2007 and to pay the invoice after August 1. Motion carried unanimously.

Accountant Voigt presented the Accountants Report for the month of June 2007. The rates earned in the Money Market Accounts remained steady; MCO generated \$2,782 in additional income for the Commission; restricted cash balances totaled \$2,575,500 at the end of June. Some questions were asked concerning the cash balances. Motion made by Commissioner D. Youngquist, seconded by Commissioner J. Jurgenson to accept the Accountants Report for the month of June 2007. Motion carried unanimously.

Accountant Voigt informed the Commission that he is waiting for feedback from AT&T to see if the Commission would qualify for pricing to obtain phone service coverage through the State of Wisconsin contract for Centrex service. If the Commission would qualify, this would provide the lowest rates available for phone services for the Commission. More information will be available at the next Commission meeting.

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

#36758	Sludge to Sludge Heat Exchanger - Design	\$ 282.00.
#36812	Electrical Distribution – Design	\$1,467.51.

Motion made by Commissioner D. Youngquist, seconded by Commissioner W. Helein to approve for payment invoices #36758 and #36812 to McMahon Associates. Motion carried unanimously.

Accountant Voigt reminded the Commissioners that the draft budget for 2008 will be reviewed at the August Commission meeting.

Operations, Engineering, Planning

Manager Much presented and discussed the operating report for the month of June 2007. The plant is operating well. There has been some problems with the DNR and the reported sludge applications – it was noted that the NMSC had application rates of over 1,000 pounds per acre of nitrogen, the limit is only 180 pounds per acre. Hand calculations show our application of sludge is less than 180 pounds per acre. The issue has been referred back to the DNR to recheck their calculations of the sludge loadings. After discussion, motion made by Commissioner J. Jurgenson, seconded by Commissioner W. Helein to approve the operating report for the month of June 2007 and to place the report on file. Motion carried unanimously.

Manager Much discussed the memo from Chad Olsen updating the Commission on the Sludge-to-sludge heat exchanger. The pilot unit heat exchanger is about 50% complete, the pumps and VFD's have been ordered, permanent piping will be installed instead of the original proposed temporary PVC piping for the pilot unit.

Manager Much updated the Commissioners on the status of the electric underground distribution replacement. Currently the underground utilities are being marked, we are waiting for the agreement for the design and specs from McMahon Associates.

Old Business

Manager Much updated the Commission on the status of the Engine/Genset system. The engine has a crack in the housing, it is leaking oil. The service manager for the company that repairs this engine has a health issue creating some backlog in obtaining service and parts to repair the engine.

Ordinance Contract incorporate revisions update. No additional information to report.

Sewer ownership update. No additional information to report.

Future sludge storage and hauling. No additional information to report.

Manager Much reported on the Fox River PCB issue. There have been requests from the Federal and State governments requesting a meeting with the local municipal entities. Discussion ensued on the PCB issue in the Fox River and the impact on the local municipalities.

Other Business to Legally Come Before the Commission

The Commission discussed the date of the December meeting. It was decided to change the December meeting from the 4th Tuesday of December (December 25th) to December 18th. Motion made by Commissioner R. Zielinski, seconded by Commissioner W. Helein to hold the December meeting of the Neenah-Menasha Sewerage Commission on Tuesday December 18th at 8:00 am. Motion carried unanimously.

Vouchers

Motion made by Commissioner D. Youngquist, seconded by Commissioner R. Zielinski, to approve Operating and Payroll Fund Vouchers #129816 thru #129861 in the amount of \$275,941.88 for the month of June 2007. Motion carried unanimously.

Motion made by Commissioner J. Jurgenson, seconded by Commissioner D. Youngquist to adjourn the meeting. All present voting aye; nays, none. Meeting adjourned at 8:38 a.m.

President

Secretary

THE NEXT REGULAR MEETING IS ON TUESDAY AUGUST 28th, 2007.



City Hall Safety Committee
Minutes
July 11, 2007

Meeting called to order at 1:15PM

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

Excused: Adam Alix

- A. Motion to approve minutes for May 9, 2007 meeting made by T. Saecker and seconded by J. Brandt. Motion carried.
- B. Held over business
 - 1. B. Tungate and T. Drew developed an incident reporting form for patron swimming pool injuries. It was suggested to include a "review by administration with a date" section. The serious injuries (911 calls) need to be copied to T. Drew. The less serious should be copied to B. Tungate. All should be copied to J. Brandt. J. Brandt also suggested there be documented staff training on how to correctly fill out the form. As a side note, the most recent CIVMIC Risk Assessment for Aquatics listed 20 points for the pool (out of a possible 20).
 - 2. S. Nett has been working with P. James (IT dept.) on a format for employee IDs. Samples will be shown to department heads for their input and a decision made.
 - 3. The safety hazard that was identified by the east exit of the Broad Street parking lot has been addressed by the city parking committee and an ordinance change was made by the city council. Three parking stalls were removed and converted into one handicapped stall.
 - 4. S. Nett will be checking with Philipp's Company to see when they expect to ship the updated AEDs.
 - 5. Consensus of safety committee members to meet on the 1st Wed. of the month at 1:15PM.
- C. New Business
 - 1. June Safety topic (Safety is a Race We Can Win) and July Safety topic (Are You Feeling Lucky) distributed.

2. There were no injuries to review. Committee members were given handouts for discussion from CIVMIC on the City of Menasha's Worker Compensation totals and cause of loss for the past five years. J. Brandt stressed the importance of safety and training to prevent worker compensation losses.
3. B. Tungate discussed training for emergencies at the pool. A mock drill is being planned at the end of month to assess the emergency response of pool staff. B. Tungate is coordinating this with S. Nett, Gold Cross Ambulance, and C. Hillen from N-M Fire Rescue.
4. The safety manual sign off forms were discussed by S. Nett. New employees should be given the opportunity to review the safety manual by their supervisor. Once completed the form indicating they have done so should be signed and given to supervisor. Safety manuals should be handed out with personnel policy handbooks at time of meeting with HR specialist. S. Nett will ask department heads to take responsibility for returning signed forms to the Health Department.
5. City Hall Emergency Operations and Evacuation Plans distributed for review. B. Tungate to draft an emergency operations and evacuation plan for the pool and the Memorial Bldg.
6. S. Bull asked about remaining brick walk way in front of Senior Center because of potential safety concern with uneven bricks. S. Bull thought just a short path to the bench in front of the building should stay for seniors to have access to the park bench. S. Nett suggested discussing this with the Committee on Aging and A. Alix, Buildings Supervisor.

D. Training

1. B. Tungate to provide training to pool staff on documentation of incidents at the pool i.e. injuries etc.

E. Meeting ended at 2:35PM. Next meeting August 1, 2007 at 1:15PM.

Public Works/ Parks Department – Safety Committee

Minutes

9:00 AM

July 24, 2007

Present: Todd Drew, Cory Gordon, Jeff Brandt, Mark Radtke, Tim Jacobson, Jeff Neiland,

Absent: Bob Huss, Matt Schultz, Ken Popelka, Adam Alix, Brian Tungate, Larry Losselyoung.

A. Motion to approve minutes for June meeting made by Radtke, second Brandt. Motion carried.

B. Old Business

1. Emergency Evacuation and Operations Plan : All changes noted by committee, changes to be made for Aug. meeting. Cell phones to be added to all phone # references where possible. Consult CIVMIC for sample language for policy related to employees caught in the field by emergency situation. Suggestion to find distributed locations to seek shelter to be included. Refer to written changes in plan. Change phone numbers and titles as noted. City 911 works without dialing 9 first.

C. New Business:

1. July Safety Topic provided to all departments and discussed.
2. No injuries reported. Discussed break down by department of past injury claims by Human Resources. Brandt to consult with Stenz(CIVMIC) regarding additional lifting training related to large claim total.
3. CPR – check with those with American Heart re: requirements discuss necessity for annual re-cert. Challenge Red Cross for additional certification. Discussion of City policy to have yearly refresher training. Tim to discuss with those with Amer. Heart certs. if annual Red Cross Cert. may meet their other requirements
4. **Other issues:** Safety of work street construction zones. Aid was requested by Engineering to have additional Police presence in these areas. Police denied presence due to work load. Issue based on on-going problems. Issues related to closed streets are London & Airport Road. Group recommended an additional recommendation collectively to PD for increase presence. Signage not applicable – Brandt

Railroad warning signs not working properly recommend contact with Railroad. Drew will make contact and inform railroad of this issue.

D. **Training**

No training scheduled at this time.

Meeting adjourned at 10:15 AM motion to adjourn made by Radtke second Brandt.
Motion passed.

DRAFT
MINUTES OF REGULAR MEETING
ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES
August 16, 2007

Call to order and roll call at 4:30 p.m. by president Fuchs

Present: Eisen, Englebert, Enos, Foth, Fuchs

Absent: Eckstein, Stanke, Werley

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

Authorization of Bills

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

Consent Business

2. Approve minutes from the Library Board meeting of July 17, 2007.

Motion

Motion to approve minutes from the Library Board meeting of July 17, 2007 by Enos, seconded by Foth, and carried unanimously.

Director's Report/Information Items

3. Statistics. The library lent 44,483 items in July, an increase of 6.3% over July 2006. The most significant increases were in Adult book lending, DVDs, and Children's CD books.
4. Website Statistics. We are now able to report website and blog usage with our monthly statistics.
5. Summer Reading Programs. Marge Loch-Wouters, Head of Children's Services, summarized her summer reading program report. Despite on-going efforts to offer innovative programs, there was an 18% decline in participation this year. Records show, however, that registered participants were more actively involved in this year's program than last year's. We continue to recognize that declining enrollment may be due in part to the large number of activities available to kids over the summer months. Fuchs recommended that we explore partnering with the School District's summer school program next year. Creating a curriculum link which would require students to use the library may help to increase summer reading program participation.

Englebert arrived at 4:42 p.m.

6. Children's Room Changes. Modifications were made to the service desk in the Children's Room due to the change to a single circulation desk in the Adult Department in September.
7. Staff Meeting. We are scheduled to have a staff in-service on Friday, September 21. The library will be closed for the day. We will have a presentation on customer service, merchandising and being more responsive to our patrons' needs.
8. Gegan Room Chairs. We will proceed with plans to reupholster the chairs in the Gegan Room.
9. Finance Committee Meeting. The Finance Committee will meet in late August or early September to review the proposed budget. The budget target amount given to us this year by

Mayor Laux was increased by \$25,651 over 2007. We anticipate an increase in County funding as well. Director Saecker hopes to use this increase to reinstate Sunday hours in 2008.

10. Investment Committee Meeting. The Investment Committee will meet within the next month to review our Endowment investments. Director Sacker plans to solicit donations to the Endowment this fall through a letter campaign.
11. Long Range Planning Committee. The committee, made up of current and previous board members, library staff, and community members, will meet on August 29 at 5:00 p.m. They will decide what steps we want to take to get community input.

Discussion/Action Items

12. Board/Staff Social. We are planning a library staff and board social get-together on Friday, August 24th at 5:30 p.m. at The Vault Lounge. The library will provide appetizers for the event. Individuals will be responsible for purchasing their own beverages. Approximate cost estimates were discussed.

Motion

Motion to fund a reasonable cost for expenses for the staff and Board of Trustee social on August 24 by Enos, seconded by Foth, and carried unanimously.

13. Appointment of Committee Chairs. Jill Enos will chair the Finance Committee, Keith Fuchs the Policies and Personnel Committee, Charlotte Foth the Buildings & Grounds Committee, and Rosalind Stanke the Investment Committee.
14. Fine Limits. We currently have a \$5.00 fine limit. Once a patron reaches that amount, they are blocked from checking out additional items. Neenah Public Library recently decided to increase their fine limit to \$10.00 to encourage use of their self-check machines. Due to our close proximity to that library and the number of Menasha and Neenah residents who use both libraries, Director Saecker recommended that it would be in our best interest to increase our fine limit to \$10.00. The change would take effect at the same time for both libraries. Director Saecker will inquire to see if WLS has the ability to run a report identifying which of our patrons currently are at the \$5.00 limit. There was a consensus that we should try to notify these patrons of the change in the limit amount. Englebert asked if we offered any opportunities for patrons to clear fines from their records. We do offer a Food for Fines program annually and the Children's Department allows kids to "read off" fines.

Motion

Motion to increase our fine limit to \$10.00 to be consistent with Neenah Public Library's policies by Eisen, seconded by Foth and carried unanimously.

Adjournment

Motion to adjourn the meeting at 5:00 p.m. by Foth, seconded by Englebert, and carried unanimously.

Future meeting dates

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

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

CITY OF MENASHA
IT Steering Committee
Gegan Room, Menasha Public Library
 July 18, 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 8:15 AM by CHAIRMAN Wisneski			
	Members present: CHAIRMAN Wisneski, AP Beckendorf, CLERK Galeazzi, ITMgr Lacey and PC Stanke			
	Excused: COMP Stoffel and DPW Radtke			
	Also present: CA/PD Brandt and ITSupv James			

II. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [Approval of minutes of June 20, 2007 IT Steering Committee meeting](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	To approve minutes of the June 20, 2007 IT Steering Committee meeting	ITMgr Lacey	Clerk Galeazzi	Passed

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
	Over the past month, the largest use of the IT Department staff was to set up operations at the swimming pool; cash registers, schedules, locking down computers. This would not normally be a function of this department but was accomplished and charged to Parks and Recreation Department. E-Bay listings are up but more items need to be listed at this time.			
	Technology has advanced fast enough that the need to purchase two servers as requested in the 2007 IT Department Budget can now be handled by purchasing only one server. The Committee discussed the possibility of using the remaining funds, about \$2,500, to purchase a web filter to monitor internet traffic. After a discussion by the Committee on the benefits of this purchase, members encouraged the IT Department staff to discuss this with COMP Stoffel and get his approval for the purchase.			
	The Committee was also informed that security badges will be issued for all employees. This project was brought forward by the City Safety Committee. The IT Department has created a format that will be used for all employees and the Police Department will do the photography for the badges. This same process has been used for the bartender licenses and the volunteers in the Victim Crisis Response program.			

IV. DISCUSSION

A. [Possibility of Streaming Video of Council Meeting](#)

Motions

Motion Type

Motion Text

Made By

Seconded By

Motion Result

The Committee discussed the request to have Common Council minutes carried live by 'streaming video'. It was learned that 'streaming video' would slow down and tie up the internet service of all departments when in use and that storage of this 'video' would significantly increase the need for storage space on the City's network. IT Department staff were requested to investigate the cost of going in this direction and bring back that information for the next IT Steering Committee meeting. Committee members asked if this is being done in other communities and how many people are asking for it. The IT Department knows of only one constituent that is interested and does not know of any municipalities that are doing this. This will also be researched for the next meeting.

V. ACTION ITEMS

A. [Committee update and discussion of NOVUS AGENDA software](#)

Motions

Motion Type

Motion Text

Made By

Seconded By

Motion Result

The Committee was informed that a copy of our data had been sent to NOVUS for testing on the new software upgrade. NOVUS is running one to two weeks behind on implementation of the new software upgrade. The new searchable upgrade could be installed in Menasha by the end of July. NOVUS did send a list of current users, but on review and personal contact by CLERK Galeazzi, no other municipality is using the NOVUS minutes component, they are only using the NOVUS agenda module. Because of the uncertainty of when the upgrade will be installed, the presentation of the new NOVUS, scheduled for August, will now take place in September. The new NOVUS will be compared to the agenda software the library is using.

B. [Committee update and discussion on status of GOVERN software](#)

Motions

Motion Type

Motion Text

Made By

Seconded By

Motion Result

This item no longer needs to be placed on the ongoing IT agenda. Building inspectors are using GOVERN, there were no issues in July with input. Reports are still not quite correct but are being worked on. Questions were raised about other departments being trained in GOVERN usage to retrieve information.

C. [Committee discussion on improvements to City website main page](#)

Motions

Motion Type

Motion Text

Made By

Seconded By

Motion Result

AP Beckendorf prepared a report comparing the City website with other government websites. The report pointed out deficiencies in the City website when compared to others, bad background color, no marketing value, no 'whats new and happening' section. The IT Department stated that design and update of the site is really not an IT Department function. The city should use its website to 'sell' the community, make it appealing and interesting. The Committee also thought that a committee of department representatives should be formed to look at upgrading the website.

D. [Committee discussion on next Committee meeting date - August 15, 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 Wednesday, August 15, 2007 at 8:15 AM in the Gegan Room of the Menasha Public Library.

VI. ADJOURNMENT

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Adopt	Motion to adjourn Meeting adjourned at 10:15 AM Respectfully submitted, Susan Wisneski Committee Chairman	Clerk Galeazzi	AP Beckendorf	Passed

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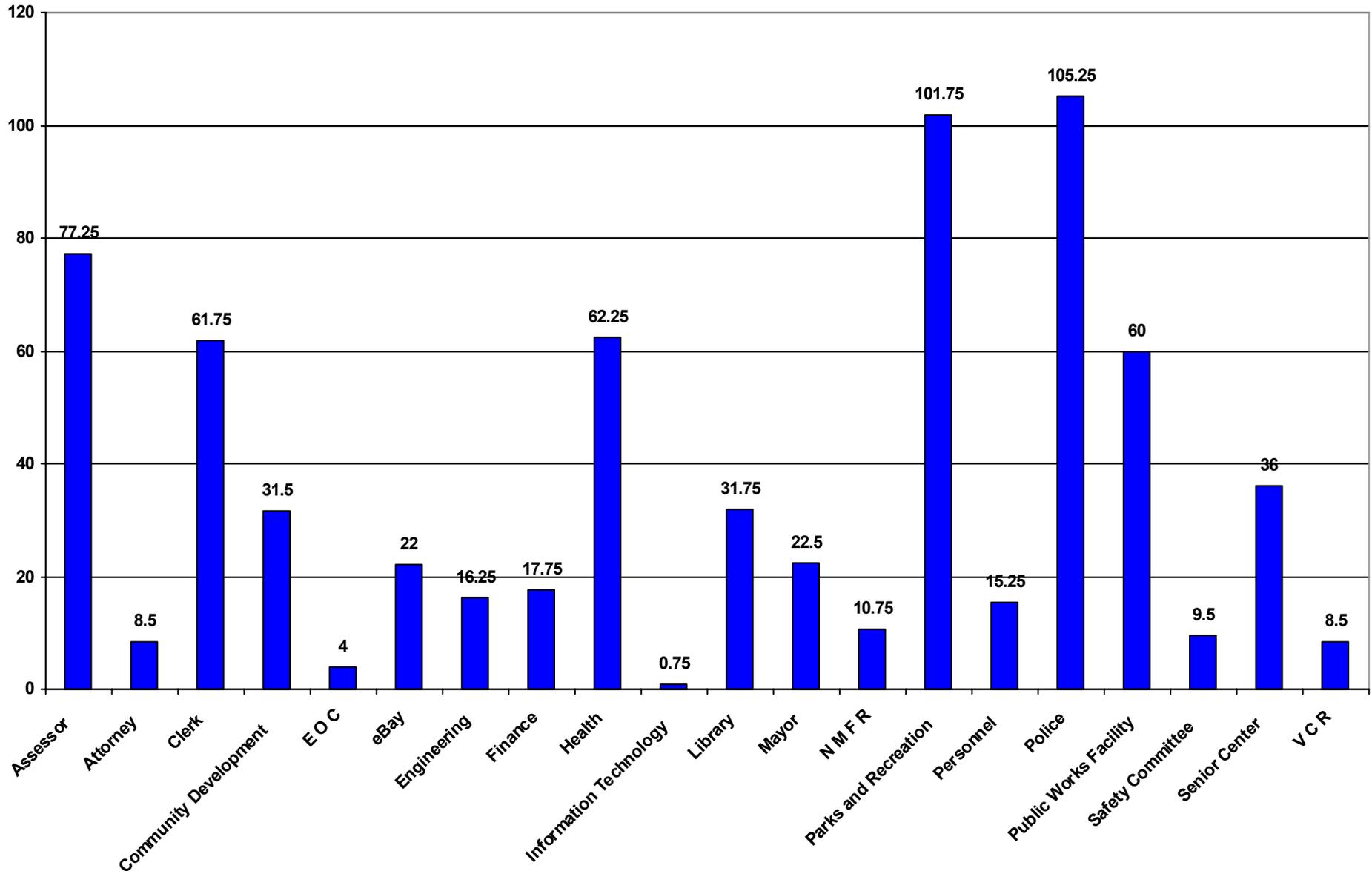
	Budget \$	YTD \$	% used YTD
Total Budget	\$326,117	\$155,238	47.6%

January 2007 through June 2007

**I.T. Department
Projects
June 20, 2007 through July 17, 2007**

- Novus Agenda refinement.
- Continue monitoring virus activity and block SPAM e-mail.
- Monitor and administrate City Network.
- Monitor and administrate City phone system.
- Project planning for 2007 & 2008
- Planning of Sneakernet project for 3rd Quarter.
- Work with Assessor Consultants on Assessor database.
- Research Fleet and Fuel management systems for Pubic Works Facility
- Assist with City Web site modifications.
- Prepare for IT equipment recycling.
- Rebuild Shift Commander PC at Police.
- Posting multiple items on e-Bay.
- Assist Senior Center with purchase of envelopes and letterhead.
- Emergency Operations Center drill.
- Assist VCR Coordinator in creating ID badges for volunteers.
- 2008 budget planning.

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.

DRAFT
MINUTES OF REGULAR MEETING
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Future meeting dates

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

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

CITY OF MENASHA
Plan Commission
Council Chambers, 3rd Floor City Hall - 140 Main Street, Menasha
 August 21, 2007

MINUTES DRAFT

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3:30 PM - Proposed Changes to: 13-1-12 - Site Plan, Architectural, Landscaping and Lighting Plans; Title 13, Article E - Traffic Visibility, Loading, Parking and Access; 13-1-20 - Establishment of Districts; 13-1-27 - R3 Multi-Family Medium Density Residence District; 13-1-28 - R4 Multi-Family High Density Residence District; 13-1-29 C-1 General Commercial District; C-2 Central Business District; 13-1-31 - I-1 Heavy Industrial District; 13-1-32 - I-2 General Industrial District; 13-1-35 - R-2A Multi-Family Zero Lot Line Residence District; 13-1-36 - C-3 Business and Office District; 13-1-37 - C-4 Business Park District; Article F - Signs; 13-1-14 Height, Setback and Area Exceptions 3:35 PM - Special Use Permit - Kwik Trip - Hwy 10/114 (Formerly Waverly Beach Shell)

I. CALL TO ORDER

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The meeting was called to order at 3:30 p.m. by Mayor Laux.			
	3:30 p.m. Public Hearing regarding proposed ordinance changes. No one spoke.			
	3:35 p.m. Public Hearing regarding the Special Use Permit request of Kwik Trip on Hwy 10/114. No one spoke.			

II. ROLL CALL/EXCUSED ABSENCES

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PLAN COMMISSION MEMBERS PRESENT: Mayor Laux, DPW Radtke, Ald. Merkes, and Commissioners Sanders, Schmidt, and Sturm. PLAN COMMISSION MEMBERS EXCUSED: Commissioner Cruickshank OTHERS PRESENT: CDD Keil, AP Beckendorf, Michael Austin, Stanley Bye, Hans Zietlow, Fritz Piette, Tim Kent, Vern Romenesko, and Lonnie Pichler.			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [August 7, 2007 Plan Commission Meeting Minutes](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the August 7, 2007 Plan Commission meeting minutes.	Comm Sanders	Alderman Merkes	Passed

IV. ACTION ITEMS

A. [Special Use Permit - Kwik Trip - 10/114 \(Formerly Waverly Beach Shell\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve w/ Conditions	Motion to approve the Special Use Permit applicaiton of Convenience Store Investments (Kwik Trip) with the following conditions: 1. Applicant must provide a full photometric plan of the entire property for submission at the September 11, 2007 Plan Commission meeting. 2. Applicant must add three additional canopy trees along the south property line and one additional landscape area to the west of the underground tank filling area.	Alderman Merkes	Comm Sanders	Passed
	AP Beckendorf summarized the proposal and described the location as the former Waverly Beach Shell station at the corner of USH 10/STH 114.			

B. [Offers to Purchase - 121 River Street - Michael Austin, Geo. A Whiting Paper Co. \(to be received\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of offer to purchase 121 River Street.	Comm Sanders	Alderman Merkes	Passed
	Discussion: significant setback limitations from the canal and river; approval of the offer would require rezoning; status of offer from Whiting Paper; land use conflicts with neighboring industrial uses; possible future uses.			

C. [Site Plan Review - 1275 Appleton Road](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the site plan for 1275 Appleton Road contingent upon the inclusion of a six inch curb along the back of the building and as amended.	Comm Sanders	Comm Sturm	Passed
Other	Motion to amend previous motion to include a provision for 5 shrubs per 30 lineal feet, comprised of at least 50% evergreens and kept at a height of not less than 3 feet in the greenspace between the parking lot and front property line along Appleton Road.	Alderman Merkes	DPW Radtke	Passed
Other	Motion to amend previous motion to approve to require a minimum pavement thickness of 3 inches.	DPW Radtke	Comm Sanders	Passed

D. [Site Plan Review - Lakeview Credit Union - Oneida Street](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result

Approve	Motion to approve the site plan for Lakeview Credit Union.	Alderman Merkes	Comm Sanders	Passed
	DPW Radtke stated that this property will be served by the regional stormwater facility on Province Terrace and that while the property will be elevated above nearby properties, the planned elevation is correct.			

E. [Consideration of Amendment to 13-1-12 - Site Plan, Architectural, Landscaping, and Lighting Plan](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-12.	Comm Schmidt	Comm Sanders	Passed

F. [Consideration of Amendment to Title 13, Article E - Traffic, Visibility, Loading, Parking, and Access](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to Article E.	Comm Schmidt	Comm Sanders	Passed
Other	Motion to amend previous motion to approve to add staff recommendations for minimum pavement thickness to 13-1-52(b)(2)(14).	DPW Radtke	Comm Sturm	Passed

G. [Consideration of Amendment to 13-1-20 - Establishment of Districts](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-20.	Comm Schmidt	Comm Sanders	Passed

H. [Consideration of Amendment to 13-1-27 - R-2 - Multi-Family, Medium Density Residence District](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-27.	Comm Schmidt	Comm Sanders	Passed

I. [Consideration of Amendment to 13-1-28 - R-4 - Multi-Family, High Density Residence District](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-28.	Comm Schmidt	Comm Sanders	Passed

J. [Consideration of Amendment to 13-1-29 - C-1 - General Commercial District](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-29.	Comm Schmidt	Comm Sanders	Passed

K. [Consideration of Amendment to 13-1-30 - C-2 Central Business District](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-30.	Comm Schmidt	Comm Sanders	Passed

L. [Consideration of Amendment to 13-1-31 - I-1 Heavy Industrial District](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-31.	Comm Schmidt	Comm Sanders	Passed

M. [Consideration of Amendment to 13-1-32 - I-2 General Industrial District](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-32.	Comm Schmidt	Comm Sanders	Passed

N. [Consideration of Amendment to 13-1-35 - R-2A - Multi-Family, Zero Lot Line Residence District](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-35.	Comm Schmidt	Comm Sanders	Passed

O. [Consideration of Amendment to 13-1-36 - C-3 Business and Office District](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-36.	Comm Schmidt	Comm Sanders	Passed

P. [Consideration of Amendment to 13-1-37 - C-4 - Business Park District](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-37.	Comm Schmidt	Comm Sanders	Passed

Q. [Consideration of Amendment to 13-1-14 - Height, Setback and Area Exceptions](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-14.	Comm Schmidt	Comm Sanders	Passed

R. [Consideration of Amendment to 13-1-63\(e\) and creation of 13-1-67\(g\) - Sign Code](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-63(e) and the creation of 13-1-67(g).	Comm Schmidt	Comm Sanders	Passed

S. [Consideration of Amendment to 13-1-67\(c\) - Sign Code](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to recommend approval of the proposed amendment to 13-1-67(c).	Comm Schmidt	Comm Sanders	Passed

V. ADJOURNMENT

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to adjourn at 5:04 p.m.	Comm Sturm	DPW Radtke	Passed

CITY OF MENASHA
Instructions for Preparation of Year **2008** Operations/Capital Budget

These instructions are to provide guidelines in preparing the Year **2008** Budget Request forms. Forms for Budget Requests, Estimated Revenues and Expenditures for **2008** should be completed and delivered to the City Comptroller/Treasurer for input by **Friday, August 31, 2007**.

Following is the Budget Calendar that all departments will be using this year. It is important to meet the deadlines listed. Failure to meet those deadlines results in delays in compiling all budget information for a complete review by the Mayor and Common Council.

<u>Budget Calendar</u>	<u>Activity</u>
July 23-27	Budget worksheets and printouts prepared by the Finance Department and distributed to all departments.
July 30 – August 31	Departmental Budget Requests for 2008 prepared by Department Heads and Staff and sent to Finance Department. Miscellaneous Budget Requests for 2008 prepared by Finance Department.
September 3-5	All Department Requests are inputted into the Solomon Software for review by the City Comptroller/Treasurer.
September 6-7	Forms checked and totals compiled by Comptroller/Treasurer.
September 10-28	Departmental reviews performed by Mayor.
September 10	Levy Limit worksheet for 2008 mailed out by State.
September 17	Shared Revenue estimates for 2008 mailed out by State
October 1-10	Executive Budget prepared by Mayor and compiled by Finance Department for distribution.
October 12	Proposed 2008 Executive Budget Workbook delivered to Common Council with Mayor's comments.
November 2	Publish Notice of Public Hearing. ERP Budget Limit Notice received.
November 1, 8, 12	Common Council review of Proposed 2008 Executive Budget.
November 16	Lottery and Gaming Credit information received from State
November 19	Common Council review of Proposed Executive Budget (if necessary). Public Hearing and Adoption of Year 2008 City of Menasha Operations/Capital Budget.
November 20 – December 7	Printing, sorting and mailing of Property Tax Bills by Finance Department.
December 15	Levy Limit Worksheet report return date deadline
December 17	Statement of Taxes report return date deadline
January 1, 2008	Implementation of 2008 City Budget by all Departments.



MEMORANDUM

TO: Common Council and Parks and Recreation Board
FROM: PRD Tungate
DATE: August 29, 2007
RE: Isle of Valor Dedication Ceremony

Finishing touches are being made on this beautiful project on the island behind the Memorial Building. You are invited to attend the ceremony scheduled for Saturday, September 8, 2007 at 10:00 a.m. A lunch will be served in the pavilion in Smith Park starting at 11:00 a.m.

Winnebago County
Legislative Committee
Monday, July 23, 2007
JAMES P. COUGHLIN CENTER

Present: Chairperson Nancy Barker, Don Griesbach, Harvey Rengstorf, Ken Robl, Bill Wingren, Kathleen Lennon, Stan Kline, Claud Thompson, Dave Albrecht, Joseph Maehl, Bernie Egan and Jim Koziczowski

Also Present: John Casper - Chamber of Commerce, Supervisor Tom Widener, Mark Harris - County Executive, Supervisor Donna Lohry and Tom Davies - Director of Land and Water Conservation Department

Excused: Joe Hotynski and Patrick Brennand

Absent: Pat O'Brien

Chairman Barker called the meeting to order at 9:01 A.M. Those present at the meeting introduced themselves. The Pledge of Allegiance was recited. Supervisor Griesbach was nominated as the new secretary for this committee. B. Egan seconded this. Carried by voice vote.

Supervisor Robl moved and Supervisor Kline seconded to approve the minutes from April 23, 2007. This was passed by voice vote.

TRANSIT SYSTEM ELIGIBILITY PROTECTION ACT OF 2007 - Executive Mark Harris

Mr. Harris gave the committee another handout besides what had been included in their packets. Executive Harris explained that the northern part of the county is served by Valley Transit Authority, which is largely funded, by the federal government, as well as Appleton and by the other communities who participate in their services. As the federal law stands at this point, once the area that is served reaches a population total of 200,00 people, you are no longer in need of subsidized fares. They require that you only use those funds for capital expenditures, like the purchase of buses.

Valley Transit currently is using this funding to hold down the level of fares. The populations who use this service are the disabled, elderly and the poor. Valley Transit knows that at the next census, they will cross the 200,000 threshold. They don't feel that they need more buses. This would require them to allocate the \$600,000 of federal funding they receive only to capitol expenditures. They cannot use it to subsidize operations or hold down fares.

What Valley Transit and other transit authorities are looking for is the federal government to amend the rule to allow them to continue to use the federal subsidy to help with operation costs and hold down fares. If this amendment should not pass, it would create a \$600,000 shortfall in their budget. The City of Appleton cannot subsidize this amount. To stay in business, Valley Transit would have to quadruple the fares they are now charging, or shut down. If they would quadruple their fares, it would shut down operations anyway.

There is an alternative solution to this problem. This would be for the state to pass laws allowing the formation of transit authorities with some kind of taxing powers. The details of this have not been fully worked out at this point. It is felt that adding another taxing entity would not be popular with the public.

The rule change would not cost the federal government any more money; it allows the local transportation companies that are small to use the money, as they need it. Senator Feingold has agreed to support this and there are about 40 co-sponsors in the House of Representatives. Senator Petri and Congressman Kagen have not yet made a decision on this matter. Executive Harris feels that letters from the board will help clear up the confusion regarding this bill.

Discussion was held with the committee on exactly what they would be voting on. Executive Harris told the committee he is looking for support to vote in favor of HR-734 and S-406.

Supervisor Kline moved to support The Transportation Flexibility Protection Act (HR-734 and/or S-406).

Supervisor Lennon seconded the motion. Discussion followed. Carried by Voice Vote. It was decided that Executive Harris will draft the resolution and forwarding it to Corporation Counsel to take before the full county board.

OPPOSE THE USE OF WILDLIFE DAMAGE ABATEMENT AND CLAIMS PROGRAM FUNDS TO FINANCE CHRONIC WASTING DISEASE TESTING PROGRAM - Tom Davies - Director of Land & Water Conservation Committee

Mr. Davies told the committee that the State of Wisconsin has assigned the Land & Water Conservation Committee to administer this program through their department and committee. Land Conservation Department is the appeals committee if a landowner has a grievance or wants to appeal their claim. The program pays landowners for damage done by wildlife. Money for the fund for wildlife damage comes from hunting licenses. The fund is going down as there are fewer hunting licenses being sold. One rule for landowners receiving benefits from this program is that they must allow hunting on their land. The main claim in this area is crop damage. This program has been around at least 20 years.

When Chronic Wasting Disease (CWD) was found, the state started taking money out of this fund in order to fund research on CWD. Because the Wildlife Damage fund is a mandated program, it is felt that taking money out of this fund for CWD research, the fund will be depleted on a much faster basis than normal. Mr. Davies commented that there is concern that if the state keeps taking out money for CWD research, there will not be money left for funding the original program.

Discussion was held on this issue with the committee. Supervisor Maehl moved and Supervisor Rengstorf seconded the motion to oppose the use of wildlife abatement funds to fund research for CWD. 10 - Ayes and 2 - Nays - Kline and Thompson. Carried.

At this point in the meeting, Chairman Barker went through the resolutions that have been sent to Winnebago County and assigned them to the appropriate committees.

REQUEST WISCONSIN COUNTIES ASSOCIATION REVISE THEIR BYLAWS REGARDING MEMBERSHIPS AND VOTING - WCA Representative

Chairman Barker told the committee that the representative from the Wisconsin Counties Association was unable to make the meeting today, so she was going to put this item on the next agenda. Supervisor Maehl did speak on this issue and the resolution that was given to the committee. Discussion with the committee followed Supervisor Maehl's explanation of this issue.

Chairman Albrecht told the committee he had no problem supporting this resolution without a presentation from WCA. Chairman Albrecht moved to agree with this resolution and send letter to WCA stating the same. Supervisor Egan seconded this motion. Further discussion on this issue followed. It was decided to remove the motion and this item will be tabled until next month.

HR811 - VOTER CONFIDENCE AND INCREASED ACCESSIBILITY ACT OF 2007 - Susan Ertmer - County Clerk

Ms Ertmer directed the committee to the handouts on this issue that were included in their packets. She stated that WCA and NACo have expressed concerns about this bill. Ms Ertmer told the committee that this bill has stalled in the House of Representatives.

The biggest concern that Ms Ertmer has is regarding the bill requiring an audit of any election results of a federal or statewide election, prior to announcing any results of said election. This means approximately 10% of voting results would have to be recounted. This is basically a recount. The problem comes in with timing. The time between a September election to get ballots prepared and sent out for the upcoming November election is 5 weeks. An audit would set everything back.

Military and overseas ballots need to be ready and mailed out in time for the overseas or military voter to get them back in time to be counted for the election. Congressman Petri has added an amendment to this bill that would relax the audit provision.

The other concern in this bill is voting equipment. Basically, they are looking at making the touch screen voting machines obsolete. This would put us back at square one with regards to having equipment for the handicapped voter. The touch screen voting machines have been very controversial. People have

been using them in our county, and we have had no problems with them. The state required audits after the past two elections and everything came out fine. Many people are still concerned about the touch screen voting machines. This bill is requiring having equipment in place for the 2008 election. The problem with this is that this equipment has not been developed yet. This equipment would work on voice commands with a touch screen to actually vote. This would translate to a verifiable ballot that could be shown to the voter to verify how he/she voted. At this time, there is no equipment developed that works on that premise. Getting this in place by 2008 is impossible, so this is being looked at for 2010.

The only other option that would be the Automark - this was a system that was looked into. This would use our machine, however someone who is handicapped would use the wand or marker to make their selection and the machine would make the selection on the Accuvote ballot. It would then be removed and placed in the Accuvote voting machine to be counted. This was a system we were interested in 2 years ago, however the state had not certified that equipment. Diebold now has the rights to this type of machine and is going for state certification this fall. This system would be an option if the touch screen type of equipment were banned from being used.

Another concern with this bill is the funding for purchasing new machines. When handicapped voting machines were required, the federal government funded those purchases. It is hoped that if they require a new voting system to be in place, they will fund the purchase of the replacement equipment.

Ms Ertmer then took questions from the committee. Ms Ertmer stated to the committee that she just wanted them to know what was happening with this bill. Ms Ertmer also stated that this bill is against posting elections results on the Internet. This would mean the whole system that it used by Winnebago would be unusable.

ASSEMBLY BILL (AB438) CREATES A TASK FORCE TO DEVELOP A PLAN TO REDUCE THE NUMBER OF WISCONSIN COUNTIES FROM 72 TO 18 OR FEWER - WCA Representative

Since the WCA representative was not able to make the meeting, it was moved by Supervisor Wingren to table this issue until the next meeting. Supervisor Kline seconded this motion. This was carried by voice vote.

CORRESPONDENCE - Chairman Barker handed out resolutions received from other counties to their committees of jurisdiction.

Supervisor Rengstorf moved and it was seconded by Supervisor Robl to adjourn. This was carried by voice vote.

Respectfully Submitted By:
Don Griesbach
Secretary

Recorded By:
Jean Mahy
County Clerk's Office

Kristi Heim

From: Brian Tungate
Sent: Tuesday, August 21, 2007 11:37 AM
To: Kristi Heim
Subject: FW: Question, Comment, or Request from Website Visitor

Please place this in the Council packet. Thanks

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

From: Brian Tungate
Sent: Tuesday, August 21, 2007 11:36 AM
To: 'Trish Alarie'
Subject: RE: Question, Comment, or Request from Website Visitor

Trish: Thanks for the kind words.

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

From: apache [mailto:apache@hbs.net] On Behalf Of Trish Alarie
Sent: Tuesday, August 21, 2007 11:24 AM
To: Brian Tungate
Subject: Question, Comment, or Request from Website Visitor

Below is the result of your feedback form. It was submitted by Trish Alarie (trisba@mailaka.net) on Tuesday, August 21, 2007 at 11:24:15

To: btungate@ci.menasha.wi.us

Name: Trish Alarie

Email: trisba@mailaka.net

EmailConfirm: trisba@mailaka.net

Method: Email

Comments: Hi, Brian -

Just wanted to express my appreciation and gratitude for the wonderful job the staff has done this summer at the Menasha pool. All of us early morning swimmers agree that this has been one of the best seasons in years -- certainly in terms of the weather but also in terms of the cleanliness of the water and the pool, and the consistency of the pool temperature, which has allowed us to swim comfortably all summer, regardless of the air temperature. The maintenance and lifeguarding staff have been wonderful, too - friendly, helpful, enthusiastic, and hardworking. They're a great bunch of people and they probably don't realize how much they enhance our experience of the pool every summer. Thank you for providing the early morning swimming hours and for staffing the pool with such a great crew.

Sincerely,

Trish Alarie
Grateful Patron

To: Council
Fr: Mayor



Mayor Joseph Laux
140 Main Street
Menasha, WI 54952

August 28, 2007

Dear Mayor Laux:

You may have recently received letters or emails regarding cable carriage of the NFL Network (NFLN) on Time Warner Cable (TWC) systems. I am writing to provide you with our perspective. These are the facts as we see them:

- Time Warner Cable would like to make NFLN programming available to our customers who want it. Although all of the eight regular season games the Network carries will be available on local broadcast television, we know that some of the out-of-market games it carries are important to a select segment of our customers, so we want to reach an agreement that will enable our customers who want to watch those games to do so.
- Because this programming appeals to only a small segment of our customers and is highly priced, we continue to believe that the most appropriate place for this network is on a sports tier, so that customers who want to watch NFLN programming will be able to do so, but those who do not won't be forced to bear the cost of the programming. NFLN, however, is still insisting that carriage be on a broadly carried tier, which would impose costs on a majority of our customers.
- Other cable operators, including Comcast, the country's largest operator, carry the network on a sports tier, but the NFLN has refused to let us do so. All we are asking for is the ability to do the same.

As stated above, all of the NFLN's 8 regular season games will be available on local broadcast television. So Green Bay Packers fans will be able to see the NFLN's one Green Bay Packers game on Thursday, November 29th versus the Dallas Cowboys on local broadcast channels carried by TWC. It will only be in those areas where games are out of market that the NFLN has given itself exclusive rights, so that interested viewers won't be able to see games except on NFLN.

It should also be noted that all of these out of market games used to be available on broadcast or other more widely distributed networks, but the NFL withdrew them in order to try to extract more revenue from viewers. TWC would like to be able to also offer interested customers the ability to see these out of market games, but we cannot accede to the NFL's request that we increase costs and prices for the majority of our customers in order that we may do so.

Finally, although we believe TWC's position in this dispute best serves consumers' interests, we also believe that this is a commercial dispute between private parties and that it should be left to them and the marketplace to resolve. It is particularly inappropriate for the NFLN to distort the situation to try to get the government to intervene.

We sincerely hope this situation can be resolved quickly so that our customers who value the NFLN's out-of-market games will be able to view them. Should you have any questions or wish to discuss this further, please do not hesitate to contact me at (920) 831-9105.

Sincerely,

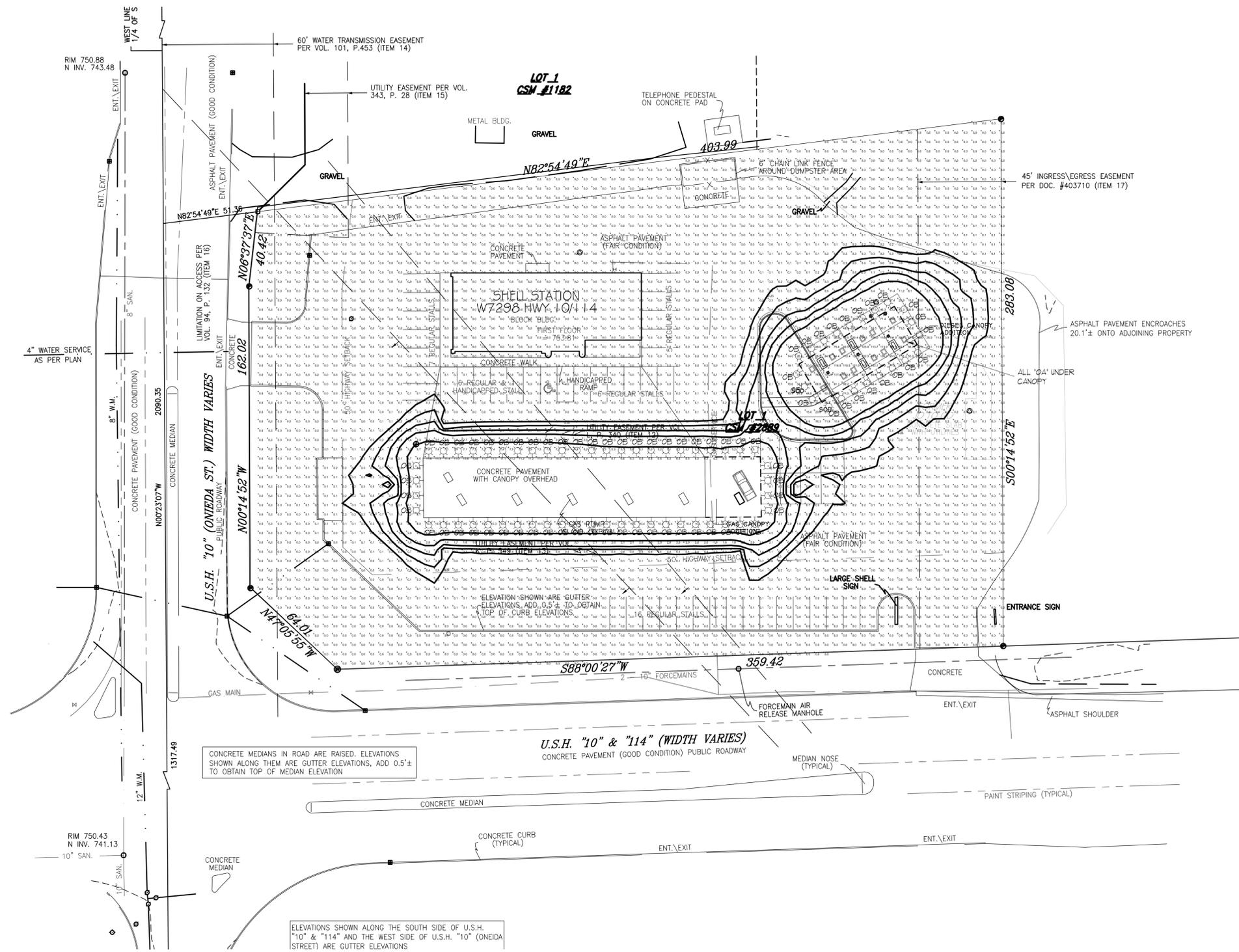
Bill Harke
Manager of Public Affairs



DIESEL ISLAND CANOPY

Menasha, WI





CONCRETE MEDIANS IN ROAD ARE RAISED. ELEVATIONS SHOWN ALONG THEM ARE GUTTER ELEVATIONS, ADD 0.5'± TO OBTAIN TOP OF MEDIAN ELEVATION

ELEVATIONS SHOWN ALONG THE SOUTH SIDE OF U.S.H. "10" & "114" AND THE WEST SIDE OF U.S.H. "10" (ONEIDA STREET) ARE GUTTER ELEVATIONS

CALCULATION STATISTICS

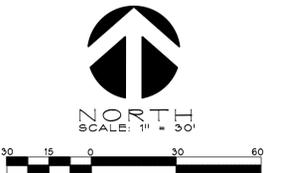
AVERAGE: 2.1fc
 MAXIMUM: 132.0fc
 MINIMUM: 0.0fc

FIXTURE TYPES:

- OA - BETA LIGHTING BCP-RD9-V-LI-RM-320PMH (1) 320W MH MOUNTING HEIGHT - 16'-0"
- OB - PAPER LIGHTING LP 16 CM T240 120 WHITE MOUNTING HEIGHT - CANOPY LEDGE

FIXTURE SYMBOLS:

- OA RECESSED LIGHT MOUNTED UNDER CANOPY
- OB MOUNTED ON EDGE OF CANOPY (SEE ELEVATIONS FOR EXACT MOUNTING HEIGHT)



KWIK TRIP

STORES

KWIK STAR

STORES

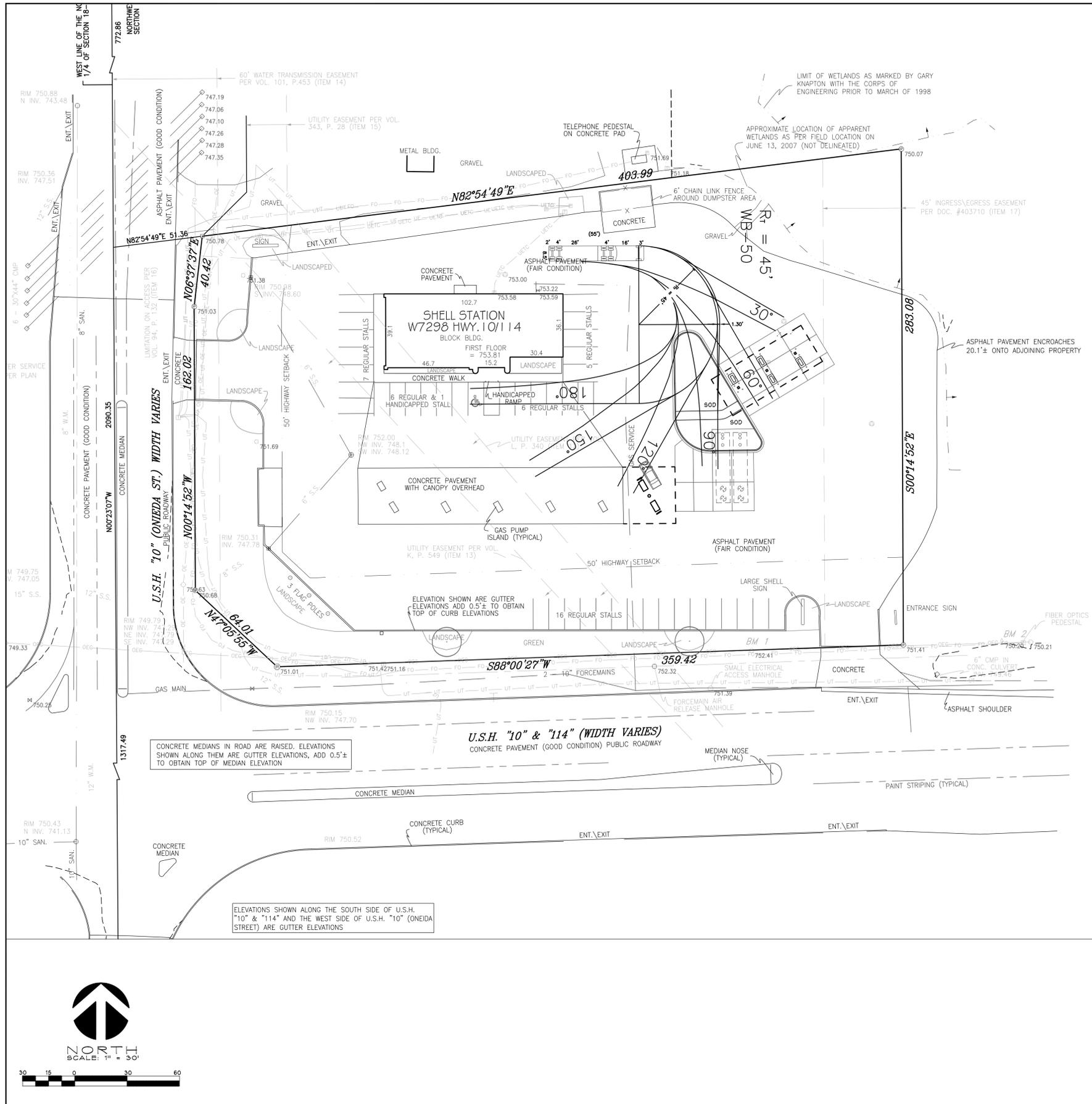
KWIK TRIP, Inc.
 P.O. BOX 2107
 1626 OAK STREET
 LACROSSE, WI 54602-2107
 PH. (608) 781-8988
 FAX (608) 781-8960

CZARNECKI ENGINEERING INCORPORATED
 1099 QUAL COURT, SUITE 100 - FISHKILL, NY 53073
 VOICE: (262) 691-1010 FAX: (262) 691-1334
 WEB PAGE: www.cei.com

PHOTOMETRIC PLAN
GAS AND DIESEL ADDITION
STORE 743 RELOCATION
MAIN STREET SOUTH
MENASHA, WISCONSIN

NO.	DATE	DESCRIPTION

DRAWN BY: CZE
 SCALE: 1" = 30'-0"
 PROJ. NO.:
 DATE: 08/13/07
 SHEET: **E1**



SITE DATA:

ZONING DISTRICT: C-1
 TOTAL SITE AREA: 106,393 S.F.
 EXISTING GREEN COVER: 22,652 SF 21%
 PROPOSED GREEN AREA: 24,180 SF 23%

SITE PLAN KEYNOTES

- LANDSCAPE/ GREEN AREA. SEE SHEET L1.
- not used
- not used
- not used
- BITUMINOUS PAVING. SEE DETAIL 10/SP2.
- 6" DEPTH (MIN) CONCRETE SLAB-ON-GRADE WITH #3 REBAR. CONCRETE SEALER: TK-290
- B6-12 CONCRETE CURB AND GUTTER PER DETAIL 4/SP2.
- not used
- STORM STRUCTURE. SEE SHEET SP3 AND SP4 FOR FURTHER STORM SEWER INFORMATION.
 A. CATCH BASIN CURB INLET PER DETAIL 5/SP2
 B. CATCH BASIN/ MANHOLE, FRAME AND VENTED COVER PER DETAIL 9/SP2
 C. TRENCH DRAIN PER DETAIL 12/SP2.
 D. STORMCEPTOR BASIN OR EQUAL. SIZE PER MANUFACTURER'S SPEC.
- 72" HT., 6" DIA., 96" LONG PIPE W/ 60" EXPOSURE SIM. DETAIL 11/SP2
- not used
- not used
- DISPENSER ISLAND CANOPY. VERIFY SIZE, PLACEMENT, COLUMN AND FOOTING SIZE WITH CANOPY AND STRUCTURAL PLANS. CANOPY GRAPHICS PER OWNER.
- CONCRETE ISLANDS WITH 6" EXPOSURE. PROVIDE FUEL DISPENSERS PER OWNER.
- U-PIPE BOLLARD. SEE ARCHITECTURAL DETAILS.
- UNDERGROUND FUEL STORAGE TANKS PER OWNER. PROVIDE PIPING AND VENTING PER OWNER'S SPECIFICATIONS.
- 8" DEPTH MIN. CONCRETE SLAB-ON-GRADE WITH #3 REBAR. CONCRETE SEALER: TK-290
- 4" DEPTH CONCRETE WALK

LAYOUT NOTES:

- SITE PLAN PREPARED FROM ALTA SURVEY
 CARWO LAND SURVEYING CO., INC.
 920-731-4168
- REFER TO SURVEY FOR ADDITIONAL LOT DIMENSIONS AND INFORMATION FOR SITE LAYOUT PRIOR TO CONSTRUCTION.
- CURBS ARE DIMENSIONED TO FACE OF CURB.
- ISLAND COMPLEX WITH CANOPY ARE LOCATED FROM THE SOUTHEAST MOST PROPERTY CORNER.
- UNLESS SHOWN OTHERWISE ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINTS, AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND DRIVES.
 CONTROL JOINT MAXIMUM DISTANCE: WALKS- 8' O.C., ALL OTHERS- 10' O.C. SAW CUT
 CONTROL JOINTS MINIMUM ONE-QUARTER CONCRETE THICKNESS.
 EXPANSION JOINT MAXIMUM DISTANCE: WALKS- 24' O.C., ALL OTHERS- 40' O.C. DOWEL ALL
 EXPANSION JOINTS- MAXIMUM 24" O.C.
- CANOPY COMPLEX CONCRETE SHALL BE SMOOTH FINISHED.



STORES



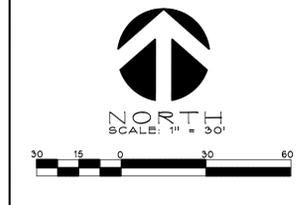
STORES

KWIK TRIP, Inc.
 P.O. BOX 2107
 1626 OAK STREET
 LACROSSE, WI 54602-2107
 PH. (608) 781-8988
 FAX (608) 781-8960

SITE PLAN
GAS AND DIESEL ADDITION
STORE 743 RELOCATION
MAIN STREET SOUTH
MENASHA, WISCONSIN

NO.	DATE	DESCRIPTION

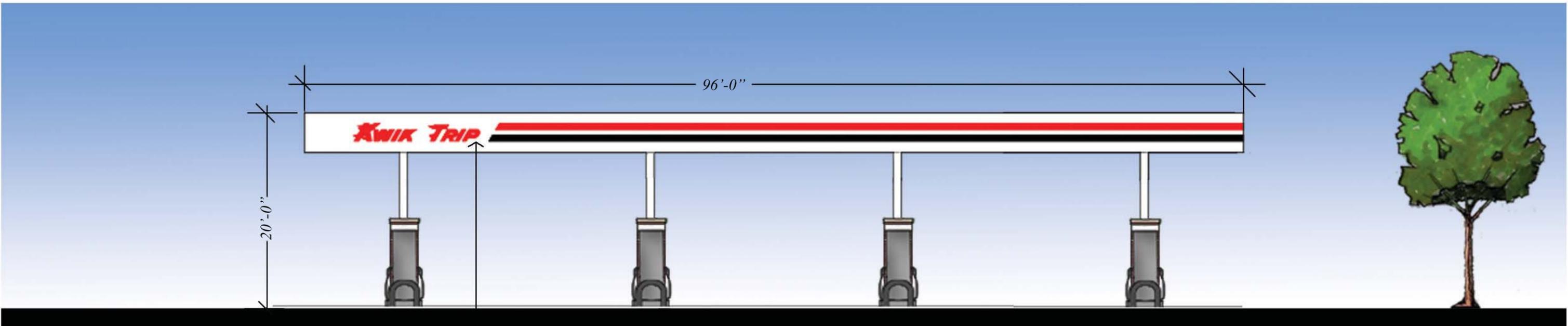
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 PROJ. NO.:
 DATE: 08/13/07
 SHEET: **SP1**



KWIK TRIP #743 - MENASHA RELOCATION

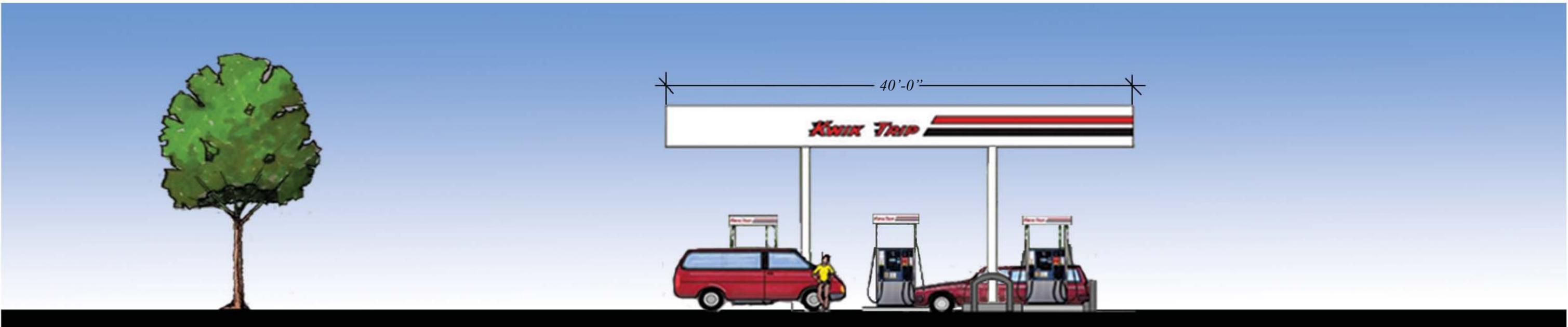


FRONT ENTRY REIMAGE



Front & Rear Elevation

*Red & White
Metal Graphics*



Side Elevation

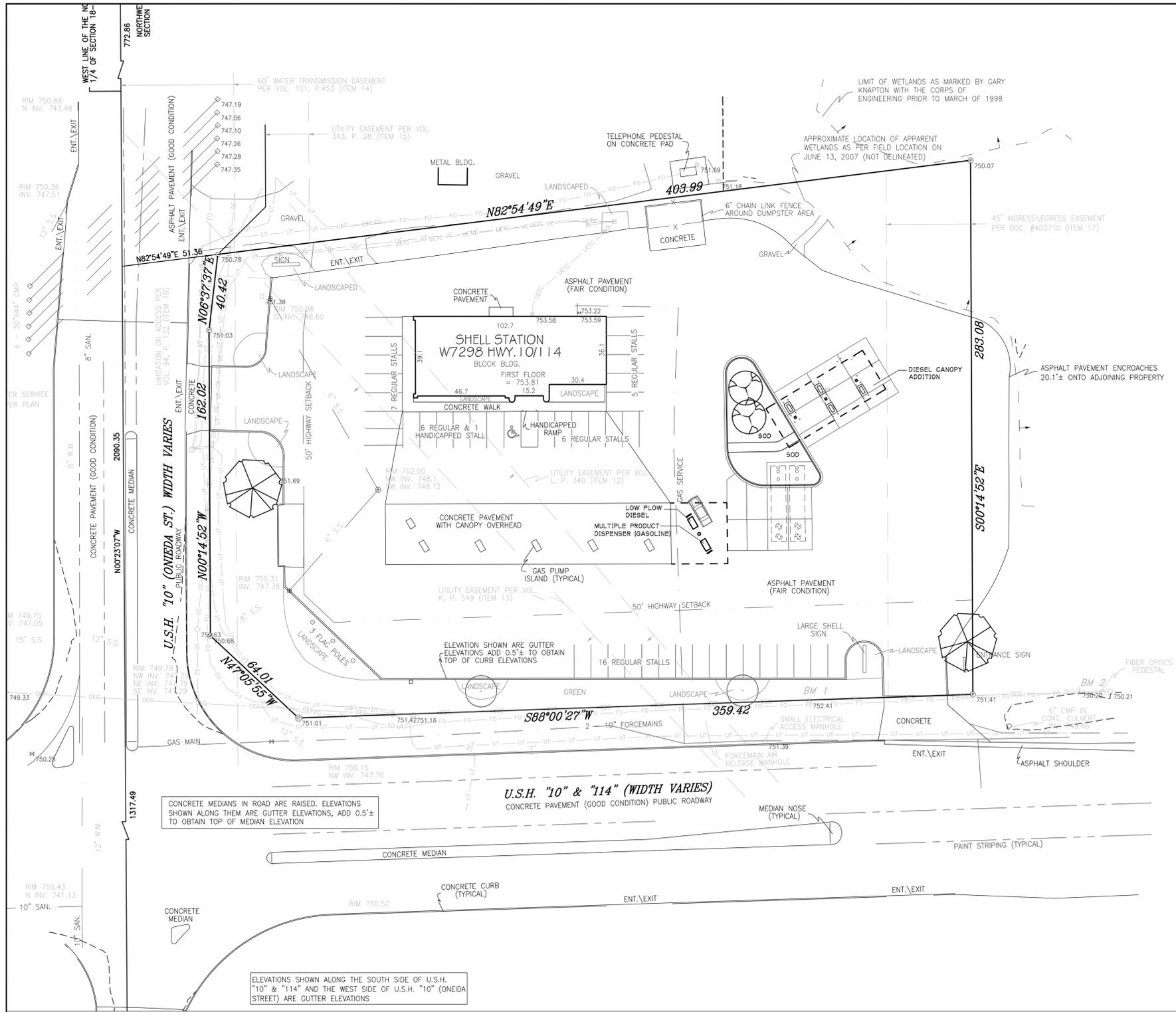
Fuel Canopy



KWIK TRIP #743 - MENASHA RELOCATION



FRONT WINDOW REIMAGE

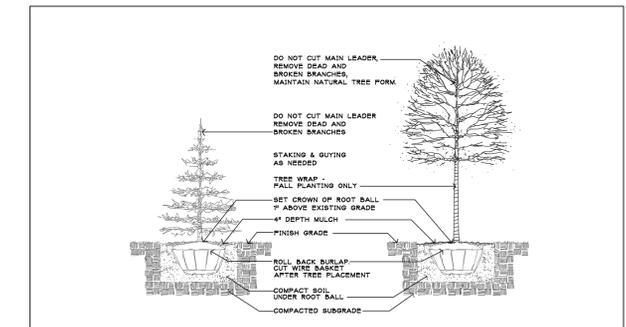


SITE DATA:

ZONING DISTRICT: C-1
 TOTAL SITE AREA: 106,393 S.F.
 EXISTING GREEN COVER: 22,652 SF 21%
 PROPOSED GREEN AREA: 24,180 SF 23%

NOTES:

- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR PLANTING IN ALL R.O.W.
- LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES WHICH MAY EFFECT HIS WORK. CONTACT DIGGERS HOTLINE 1-800-722-4120
- LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHERS AT SITE AND COMPLETE HIS WORK PER OWNERS CONSTRUCTION SCHEDULE
- ALL PLANT MATERIALS SHALL BE GUARANTEED ONE (1) FULL YEAR UPON TOTAL COMPLETION AND ACCEPTANCE BY OWNER, WITH ONE TIME REPLACEMENT AT APPROPRIATE TIME OR UPON REQUEST OF OWNER.
- REPLACEMENT TOPSOIL SHALL BE CLEAN, FREE OF STONES, WEEDS, AND OTHER UNDESIRABLE DEBRIS.
- PLANTING SOIL MIX (INCIDENTAL COST ITEM)
 1. MIX 1 LB. 5-20-20 COMMERCIAL FERTILIZER PER CU. YD. TOPSOIL
 2. THOROUGHLY MIX 1-PART SAND AND 1-PART PEAT MOSS WITH 5-PARTS FERTILIZER AND TOP SOIL.
- USE PLANTING SOIL AT ALL LOCATIONS PER DETAILS THIS SHEET.
- LANDSCAPE CONTRACTOR SHALL VERIFY TOPSOIL DEPTH AND NOTIFY OWNER OF ANY DEFICIENCY.
- SOD SHALL BE CULTURED WITH PREDOMINATELY KENTUCKY BLUEGRASS SEED OF RECENT DISEASE RESISTANT INTRODUCTIONS. NO GUARANTEE ON SOD EXCEPT ANY SOD NOT SATISFACTORY AT TIME OF COMPLETION INSPECTION SHALL BE PROMPTLY REPLACED PRIOR TO COMPLETION OF JOB. STAKE SOD ON SLOPES 3:1 AND GREATER.
- WHERE EXISTING CONCRETE/ ASPHALT AREAS ARE TO BE REPLACED WITH LANDSCAPING, PROVISIONS SHOULD BE TAKEN TO COORDINATE EXCAVATION OF SUBSOIL TO A DEPTH OF 2' WITH GRADING CONTRACTOR. REPLACE WITH COMPACTED TOPSOIL. ALL AREAS TO BE LANDSCAPED AND SODDED SHALL BE GRADED SMOOTH AND EVEN.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SODDING ALL AREAS WHICH ARE DISTURBED BY CONSTRUCTION INCLUDING ALL R.O.W. AND ADJACENT PROPERTIES.
- LANDSCAPE CONTRACTOR TO INSTALL "VALLEY VIEW" "BLACK DIAMOND" EDGING AROUND ALL PLANTING BEDS AS SHOWN ON THIS PLAN.
- USE SHREDDED HARDWOOD BARK MULCH. INSTALL 4" DEPTH. NO FILTER FABRIC OR EDGING AROUND ALL TREES OUTSIDE SHRUB BEDS.
- GRAVEL MULCH SHALL BE 1" DIA. WASHED "RIVER ROCK". INSTALL 4" DEPTH WITH APPROVED WEED FABRIC BARRIER IF INDICATED PLAN.
- LANDSCAPE CONTRACTOR SHALL CLEAN ALL PAVEMENT AREAS AFTER ALL LANDSCAPE INSTALLATION IS COMPLETE AND ACCEPTED BY OWNER AND DAILY AS DEEMED NECESSARY BY THE VILLAGE. GENERAL CONTRACTOR TO SWEEP PAVEMENT AREAS PRIOR TO TURN OVER TO OWNER.



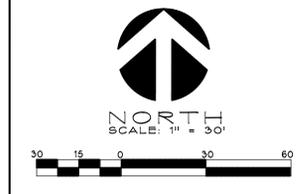
TREE PLANTING DETAIL
NOT TO SCALE

PLANT MATERIAL

QUANTITY	SIZE	ROOT TYPE	COMMON NAME	BOTANICAL NAME
3	2.5" CAL.	B&B	AUTUMN BLAZE MAPLE	<i>Acer x freemanii 'Jeffersred'</i>
2	5' HT.	B&B	IVORY SILK JAPANESE TREE LILAC	<i>Syringa reticulata 'Ivory Silk'</i> - mult stem
MISC. SOD, EDGING, PLANTING SOIL, GRAVEL MULCH, FILTER FABRIC				

NOTES:

1. FRESHEN UP ROCK MULCH AS NEEDED.
2. PRUNE EXISTING SHRUBS/TREES AS NEEDED.
3. REPLACE EXISTING DEAD/NEARLY DEAD SHRUBS OR PERENNIALS..
4. NO IRRIGATION SYSTEM PRESENT. TEMPERORAY SPRINKLERS NEEDED TO SOD INSTALLATION.
5. RELOCATE EXISTING BOULDERS AROUND CARWASH TO EXISTING SHRUB BEDS.



STORES



STORES

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LANDSCAPE PLAN
GAS AND DIESEL ADDITION
STORE 743 RELOCATION
MAIN STREET SOUTH
MENASHA, WISCONSIN

NO.	DATE	DESCRIPTION

DRAWN BY: LNB
 SCALE: 1" = 30'-0"
 PROJ. NO.:
 DATE: 08/13/07
 SHEET: **L1**



















UNIFORM RESIDENTIAL APPRAISAL REPORT

Property Description

File No. 070378

Property Address 121 River Street	City Menasha	State WI	Zip Code 54952
Legal Description Original Plat of Menasha, Lots 54 & 55, Block 12		County Winnebago	
Assessor's Parcel No. 3-00882-00	Tax Year 2006	R.E. Taxes \$ 2,068.89	Special Assessments \$ 3,362.50
Borrower N/A	Current Owner	Occupant: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant	
Property rights appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold	Project Type <input type="checkbox"/> PUD <input type="checkbox"/> Condominium (HUD/VA only)	HOAS N/A /Mo.	
Neighborhood or Project Name		Map Reference MSA/MD 36780	Census Tract 0030.00
Sale Price \$ N/A	Date of Sale N/A	Description and \$ amount of loan charges/concessions to be paid by seller	
Lender/Client City of Menasha		Address 140 Main Street, Menasha, WI 54952	
Appraiser Patricia Rudolph		Address P.O. Box 592, Menasha, WI 54952	

Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant occupancy <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (over 5%)	Single family housing PRICE \$ (000) 50 Low High 125	AGE (yrs) 75	Present land use % One family 30% 2-4 family 15% Multi-family Commercial (industri) 40%	Land use change <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely <input type="checkbox"/> In process To: _____
Built up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%					
Growth rate <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow					
Property values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining					
Demand/supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> Inbalance <input type="checkbox"/> Oversupply					
Marketing time <input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.					

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: The subject is located west of State Road 114 which is the main linkage for the area. The subject's neighborhood is considered to be north of WWisocnism Avenue in Neenah and south of Third Street in Menasha.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): See Attached Addendum

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): See Attached Addendum.

Project Information for PUDs (If applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? YES NO

Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____

Describe common elements and recreational facilities: _____

Dimensions 80' on road Site area 8842 SF (per county records) Corner Lot <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specific zoning classification and description R-1 single family residential Zoning compliance <input type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input checked="" type="checkbox"/> Illegal <input type="checkbox"/> No zoning Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain) _____	Topography basically level Size typical for area Shape rectangular Drainage typical for area View factories/houses Landscaping basic lawn/trees Driveway Surface gravel Apparent easements none noted FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Zone 100 year Map Date 03/17/2003 FEMA Map No. 55139C0105E																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Utilities</th> <th>Public</th> <th>Other</th> <th>Off-site Improvements</th> <th>Type</th> <th>Public</th> <th>Private</th> </tr> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Street</td> <td>asphalt</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Gas</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Curb/gutter</td> <td>none</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Sidewalk</td> <td>none</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Sanitary sewer</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Street lights</td> <td>yes</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Storm sewer</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Alley</td> <td>none</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Utilities	Public	Other	Off-site Improvements	Type	Public	Private	Electricity	<input checked="" type="checkbox"/>		Street	asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gas	<input checked="" type="checkbox"/>		Curb/gutter	none	<input type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>		Sidewalk	none	<input type="checkbox"/>	<input type="checkbox"/>	Sanitary sewer	<input checked="" type="checkbox"/>		Street lights	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Storm sewer	<input checked="" type="checkbox"/>		Alley	none	<input type="checkbox"/>	<input type="checkbox"/>	
Utilities	Public	Other	Off-site Improvements	Type	Public	Private																																					
Electricity	<input checked="" type="checkbox"/>		Street	asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																					
Gas	<input checked="" type="checkbox"/>		Curb/gutter	none	<input type="checkbox"/>	<input type="checkbox"/>																																					
Water	<input checked="" type="checkbox"/>		Sidewalk	none	<input type="checkbox"/>	<input type="checkbox"/>																																					
Sanitary sewer	<input checked="" type="checkbox"/>		Street lights	yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																					
Storm sewer	<input checked="" type="checkbox"/>		Alley	none	<input type="checkbox"/>	<input type="checkbox"/>																																					

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning, use, etc.): See Attached Addendum

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION				FOUNDATION			BASEMENT			INSULATION		
No. of Units	2	Foundation	stone	A	Slab		Area Sq.Ft.	0	Roof				<input type="checkbox"/>	
No. of Stories	2.5	Exterior Walls	vinyl siding	A	Crawl Space		% Finished	0%	Ceiling	unknown			<input type="checkbox"/>	
Type (Det./Att.)	detached	Roof Surface	asphalt	A	Basement	100%	Ceiling		Walls	unknown			<input type="checkbox"/>	
Design (Style)	2.5 story	Gutters & Dwnspts.	none		Sump Pump	none	Walls		Floor				<input type="checkbox"/>	
Existing/Proposed	existing	Window Type	dble hungs	P	Dampness	some slight	Floor		None				<input type="checkbox"/>	
Age (Yrs.)	87 years	Storm/Screens	alum comb	P	Settlement	none noted	Outside Entry	none	Unknown				<input type="checkbox"/>	
Effective Age (Yrs.)	80-85 yrs	Manufactured House	no		Infestation	none noted							<input type="checkbox"/>	

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq.Ft.
Basement								2	1	1		0
Level 1		1	1	1								1,230
Level 2		1	1	1				3	1			1,266
								1	1			275

Finished area above grade contains: 12 Rooms; 6 Bedroom(s); 3 Bath(s); 2,771 Square Feet of Gross Living Area

INTERIOR Materials/Condition Floors carpet/vinl/subflr P Walls plaster/panels P Trim/Finish varn/pntd wood P Bath Floor vinyl/vinyl F Bath Wainscot vinyl sheets F Doors wood F	HEATING Type FA Fuel oil Condition average COOLING Central none Other _____ Condition average	KITCHEN EQUIP. Refrigerator <input type="checkbox"/> Range/Oven <input type="checkbox"/> Disposal <input type="checkbox"/> Dishwasher <input type="checkbox"/> Fan/Hood <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/>	ATTIC None <input type="checkbox"/> Stairs <input type="checkbox"/> Drop Stair <input type="checkbox"/> Scuttle <input checked="" type="checkbox"/> Floor <input type="checkbox"/> Heated <input type="checkbox"/> Finished <input type="checkbox"/>	AMENITIES Fireplace(s) #0 <input type="checkbox"/> Patio <input type="checkbox"/> Deck large rear <input checked="" type="checkbox"/> Porch 2 enclosed <input checked="" type="checkbox"/> Fence <input type="checkbox"/> Pool <input type="checkbox"/>	CAR STORAGE: None <input checked="" type="checkbox"/> Garage # of cars _____ Attached _____ Detached _____ Built-In _____ Carport _____ Driveway gravel
---	--	--	--	---	--

Additional features (special energy efficient items, etc.): The subject has two 100 amp electrical services and an estimated 40 gallon water heater. There are two forced air oil furnaces. There are cracked and/or broken windows. No hi-efficient items were noted during inspection.

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction remodeling/additions, etc.: See Attached Addendum

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: There were no adverse environmental conditions noted however this appraiser is not an expert in this field and if there are any concerns a professional should be contacted.

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

File No. 070378

COST APPROACH	ESTIMATED SITE VALUE = \$ <u>32,000</u>	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): The estimated remaining economic life of the subject is 15 - 20 years. The site value is based on the city's fair market value as there are few sales of similar water lots in established neighborhoods.
	ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:	
	Dwelling <u>2,771</u> Sq. Ft. @\$ <u>56.00</u> = \$ <u>155,176</u>	
	Bsmnt. 0 Sq. Ft. @\$ <u>18.00</u> = <u>0</u>	
	deck/balcony/porches/crawl space = <u>12,000</u>	
	Garage/Carport 0 Sq. Ft. @\$ _____ = <u>0</u>	
	Total Estimated Cost New = \$ <u>167,176</u>	
	Less 100 Physical Functional External Est. Remaining Econ. Life: <u>17</u>	
Depreciation \$ <u>147,720</u> = \$ <u>147,720</u>		
Depreciated Value of Improvements = \$ <u>19,456</u>		
"As-is" Value of Site Improvements = \$ <u>5,000</u>		
INDICATED VALUE BY COST APPROACH = \$ <u>56,500</u>		

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
		DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
121 River Street Address Menasha		818 2nd Street Menasha		51 Depere Street Menasha		647 Third Street Menasha	
Proximity to Subject		1 - 1.25 miles		3/4 - 1 mile		3/4 - 1 mile	
Sales Price	\$ N/A	\$ 58,000		\$ 50,000		\$ 44,000	
Price/Gross Liv. Area	\$ 0.00	\$ 25.95		\$ 37.94		\$ 24.55	
Data and/or Verification Sources	inspection city/county record	Multiple Listing Service city records		Multiple Listing Service city records		Multiple Listing Service city records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
Sales or Financing Concessions	N/A	conventional none noted		conventional none noted		conventional none noted	
Date of Sale/Time	N/A	06/27/2007		02/17/2007		06/30/2006	
Location	urban	urban		urban		urban	
Leasehold/Fee Simple	fee simple	fee simple		fee simple		fee simple	
Site	8842 SF/river	7800 SF/inferior	+8,500	7840 SF/inferior	+8,500	7800 SF	+8,500
View	factories/houses	other homes		other homes		homes/commercl	
Design and Appeal	2.5 story/up/dn	2 story/up/dn		2 story/up/dn		2 story/up/dn	
Quality of Construction	vinyl siding	metal siding		wood siding		asphalt/slate	+5,000
Age	87 Years	50+ yrs/similar		50+ yrs/similar		50+ yrs/similar	
Condition	needs work	similar		needs work/super	-10,000	similar	
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	10 12 6 3.00	9 5 4.00	-2,000	11 4 2.00	+2,000	7 2 2.00	+2,000
Gross Living Area	2,771 Sq.Ft.	2,235 Sq.Ft.	+5,400	1,318 Sq.Ft.	+14,500	1,792 Sq.Ft.	+9,800
Basement & Finished Rooms Below Grade	0 Sq.Ft. unfinished	full basement unfinished		partial/crawl unfinished		full basement unfinished	
Functional Utility	typical	typical		typical		typical	
Heating/Cooling	oil FA	hot water/none		FA/space/none		hot water/none	
Energy Efficient Items	broken windows	superior	-5,000	superior	-5,000	superior	-5,000
Garage/Carport	none	2.0 car	-5,000	2 - 1.0 car	-5,000	1.5++ car	-5,000
Porch, Patio, Deck, Fireplace(s), etc.	lg deck/balcony none	lg open porch FP	+500 -1,500	none none	+2,000	none none	+2,000
Fence, Pool, etc.	2 enclosed porch	none	+2,500	1 encl porch	+1,000	cvrd porch	+1,500
driveway	1 gravel	1 asphalt	-1,000	2 concrete	-2,000	1 concrete	-1,000
Net Adj. (total)		[X] + [] - \$ 2,400		[X] + [] - \$ 6,000		[X] + [] - \$ 17,800	
Adjusted Sales Price of Comparable		Gross: 54.1% Net: 4.1% \$ 60,400		Gross: 100.0% Net: 12.0% \$ 56,000		Gross: 90.5% Net: 40.5% \$ 61,800	

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): The sales used were selected as they are all older duplexes that need work. Sales 1 & are most similar for condition needing extensive work. Sales 2 & 4 need some work but are considered to be in overall superior condition. Sale 4 is currently a three plex and is a pending sale. The sales were adjusted for their differences in size and amenities. They are all located in in older residential neighborhoods. There were no duplexes located on the water and adjustment is based on a partial difference in the assessed value of the land. This adjustment is for site and view but is combined as one under site. Most emphasis is placed on sales 1 & 3 as they are most similar for condition.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	October, 2006	04/2007	Per MLS, Redi WI Transfers	12/13/2005
Source for prior sales within year of appraisal	June, 2007	sheriffs sale	Database, no sale in year prior.	sheriffs sale

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: Ownership of the subject was transferred to Winnebago County in October of 2006 and then again to the City of Menasha in June of 2007. Sales 1,3 & 4 are sales after the property had gone into foreclosure.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 61,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ 0

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans and specifications.
Conditions of Appraisal: See Attached Addendum.

Final Reconciliation: The final value is based primarily on the market approach which uses the most similar sales available and provides the justification for the final value. The cost approach was developed but little emphasis is not reliable with a house this age and condition. The income approach was not developed as the subject is not rentable in the current condition.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 08/27/2007 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 61,000

APPRaiser: Patricia Rudolph SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature Patricia Rudolph Signature _____ Did Did Not
Name Patricia Rudolph Name _____ Inspect Property
Date Report Signed 08/29/2007 Date Report Signed _____
State Certification # 688 State WI State Certification # _____ State _____
Or State License # _____ State _____ Or State License # _____ State _____

ITEM	SUBJECT	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
121 River Street Address Menasha		53 Tayco/300 Chute Street Menasha					
Proximity to Subject		1/4 mile					
Sales Price	\$ N/A	\$ 73,275		\$		\$	
Price/Gross Liv. Area	\$ 0.00 <input type="checkbox"/>	\$ 29.84 <input type="checkbox"/>		\$ <input type="checkbox"/>		\$ <input type="checkbox"/>	
Data and/or Verification Sources	inspection city/county record	Multiple Listing Service city records/interior inspection					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
Sales or Financing Concessions	N/A	conventional closing costs	-3,375				
Date of Sale/Time	N/A	pending sale					
Location	urban	urban					
Leasehold/Fee Simple	fee simple	fee simple					
Site	8842 SF/river	6800 SF	+10,000				
View	factories/houses	homes/commercl					
Design and Appeal	2.5 story/up/dn	2 story/sd x sd					
Quality of Construction	vinyl siding	vinyl siding					
Age	87 Years	107 years					
Condition	needs work	needs work/super	-10,000				
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	12 6 3.00	10 4 3.00					
Gross Living Area	2,771 Sq.Ft.	2,456 Sq.Ft.	+3,200	Sq.Ft.		Sq.Ft.	
Basement & Finished Rooms Below Grade	0 Sq.Ft. unfinished	partial/crawl unfinished					
Functional Utility	typical	typical					
Heating/Cooling	oil FA	FA/bsbrd/none					
Energy Efficient Items	broken windows	superior	-5,000				
Garage/Carport	none	none/shed	-500				
Porch, Patio, Deck, Fireplace(s), etc.	lg deck/balcony none	none none	+2,000				
Fence, Pool, etc. driveway	2 enclosed porch 1 gravel	2 cvrd porches 2 asphalt	+1,000 -2,000				
Net Adj. (total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 4,675	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 0
Adjusted Sales Price of Comparable		Gross: 50.6% Net: -6.4%	\$ 68,600	Gross: 0.0% Net: 0.0%	\$ 0	Gross: 0.0% Net: 0.0%	\$ 0

SALES COMPARISON ANALYSIS

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.):

ITEM	SUBJECT	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Date, Price and Data Source for prior sales within year of appraisal	October, 2006 June, 2007	07/12/2006 sheriffs sale		

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:

ADDITIONAL COMMENTS

ADDENDUM

Borrower: N/A	File No.: 070378	
Property Address: 121 River Street	Case No.:	
City: Menasha	State: WI	Zip: 54952
Lender: City of Menasha		

Photographs:

The digital photos of the subject property in this report are original photos that were taken at the time of the inspection and have not been altered or enhanced in any way.

Additional Comments:

In this area the taxes paid in the current year are for the prior year. The current years tax bill will not be available until late in the year. The special assessments on the 2006 tax bill were for as follows:

Unpaid Utilities - \$2171.93

Weed Cutting - \$1190.57

Neighborhood Market Factors

The subject is located on an island on the far south side of the city of Menasha that is formed by a channel and the Fox River. The river and channel connect Little Lake Butte Des Morts and Lake Winnebago. Menasha is one of the communities that make up the Fox Cities area. The subject is located in a grouping of three homes that are located on the river. There are industrial buildings on the north side of River Street and to the east of the grouping of homes. There are other single family homes to the south across the river and to the north across the channel. There are commercial buildings along Highway 114. There is an elementary school and a high school within a mile while the middle school is about 3 miles away. There are a number of neighborhood parks located within a mile. There is access to major highways within 2 miles which provides access to the remainder of the Fox Cities area.

Neighborhood Market Conditions

Duplexes in the Fox Cities area sell at approximately 97% of the list price with an average of 173 days on the market. This information is based on the past years MLS sales to date. Financing tends to be conventional but there are some government assisted loans available. There are few seller concessions except in the case of entry level homes where the seller may contribute to the buyers closing costs and pre-pays. The Fox Cities area has seen low unemployment and continued growth during the past decade. Property values had been increasing but have stabilized in the past couple years. Many of the major employers in the area are associated with paper manufacturing and insurance industries providing a good employment/economic base for area. The Fox Cities area consists of several connecting cities, villages and townships with a combined population of over 200,000 people.

Site Comments

The site is located on the Fox River and a channel off of it. Part of the site is in a 100 year flood zone. The property is zoned R-1 single family residential. Because it has not been used as a two family for over a year it has lost its status of being legal non-conforming. The property must be used as a single family home or the zoning must be changed to be used as a two family dwelling. The site has a basic lawn with a few large trees. There is a gravel driveway. No easements or encroachments to the site were noted during inspection.

Condition of Improvements

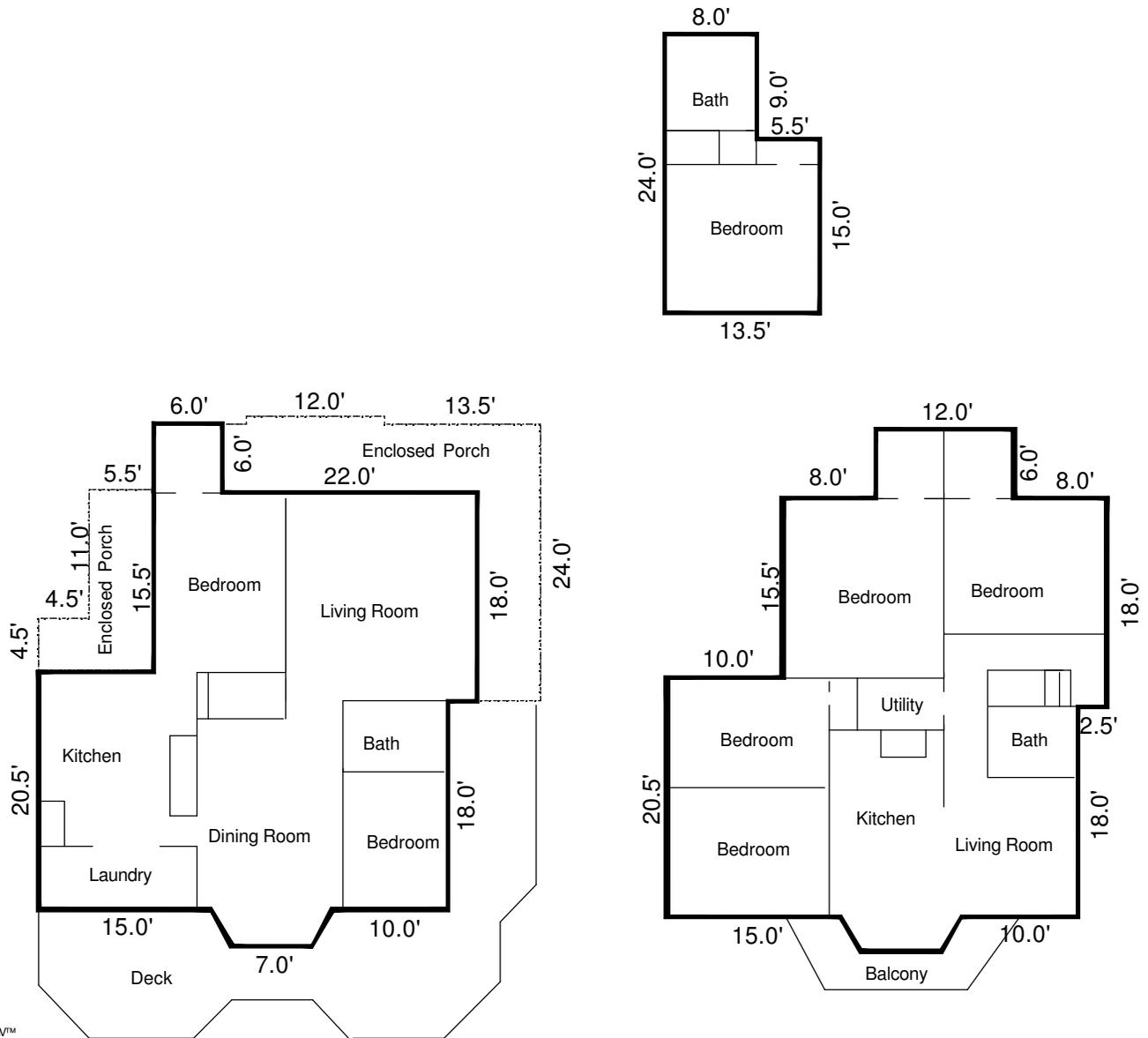
The subject is a two unit dwelling with one, two bedroom unit on the main level and a 4-5 bedroom, two bath unit on the second and third levels. The subject is in poor condition needing work on, but not limited to plumbing, electrical, walls, windows, flooring, kitchens and bathrooms. Some rooms are missing floor coverings and there are some damaged walls and doors. There is no ceiling in the second floor bathroom. Kitchen cabinets are in poor condition. The main level windows were boarded to stop vandalism. There are broken/cracked windows on each level. There are two enclosed porches and a large deck off of the main level and a balcony for the second level.

Conditions of Appraisal

This is not a home inspection and the appraiser is not acting as a home inspector. This appraisal does not offer warranties or guarantees of any kind. At the time of inspection the water and electricity were disconnected. Personal property is not included in reaching market value.

FLOORPLAN

Borrower: N/A	File No.: 070378
Property Address: 121 River Street	Case No.:
City: Menasha	State: WI
Lender: City of Menasha	Zip: 54952



SeabhyApex/™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLA1	First Floor	1230.25	1230.25
GLA2	Second Floor	1266.25	1266.25
GLA3	Third Floor	274.50	274.50
P/P	Enclosed Porch	105.50	
	Enclosed Porch	270.00	375.50
TOTAL LIVABLE (rounded)			2771

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
	6.0 x	6.0	36.00
	10.5 x	20.5	215.25
	3.0 x	7.0	21.00
0.5 x	1.8 x	3.0	2.63
0.5 x	1.8 x	3.0	2.63
	15.0 x	20.5	307.50
	10.0 x	20.5	205.00
	15.5 x	25.5	395.25
	2.5 x	18.0	45.00
Second Floor			
	6.0 x	12.0	72.00
	10.5 x	20.5	215.25
	3.0 x	7.0	21.00
0.5 x	1.8 x	3.0	2.63
0.5 x	1.8 x	3.0	2.63
6 unlisted calculations			1227.25
20 Calculations Total (rounded)			2771

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: N/A

File No.: 070378

Property Address: 121 River Street

Case No.:

City: Menasha

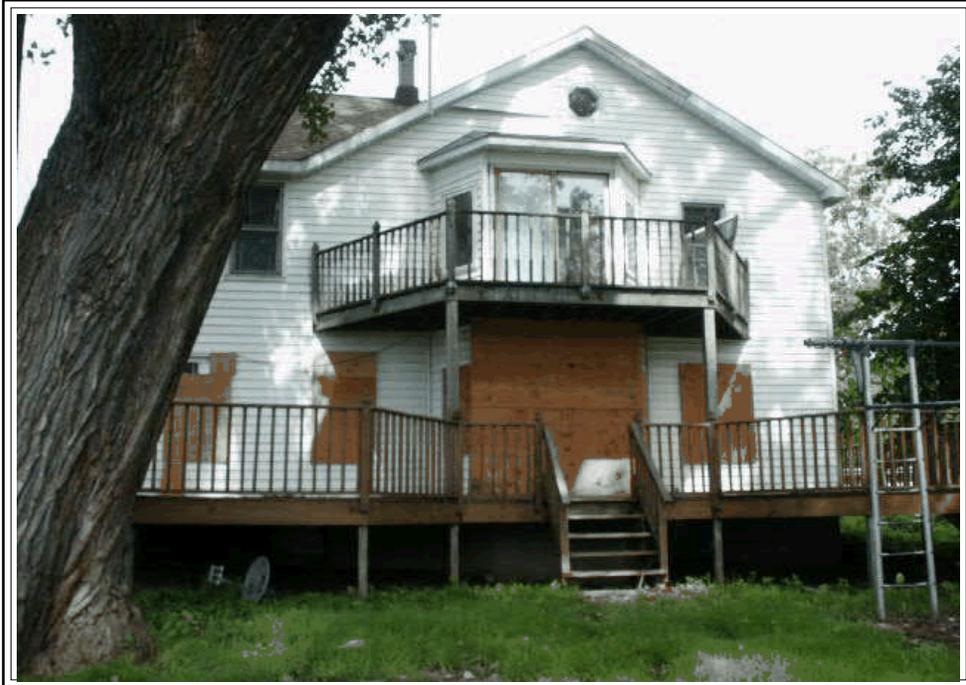
State: WI

Zip: 54952

Lender: City of Menasha



FRONT VIEW OF
SUBJECT PROPERTY



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

Borrower: N/A
Property Address: 121 River Street
City: Menasha
Lender: City of Menasha

File No.: 070378
Case No.:
State: WI Zip: 54952



Upper Bath



Lower Bath



Upper Bath



Lower Kitchen



Upper Kitchen



Water View

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: 070378	
Property Address: 121 River Street	Case No.:	
City: Menasha	State: WI	Zip: 54952
Lender: City of Menasha		



COMPARABLE SALE #1

818 2nd Street
Menasha
Sale Date: 06/27/2007
Sale Price: \$ 58,000



COMPARABLE SALE #2

51 Depere Street
Menasha
Sale Date: 02/17/2007
Sale Price: \$ 50,000



COMPARABLE SALE #3

647 Third Street
Menasha
Sale Date: 06/30/2006
Sale Price: \$ 44,000

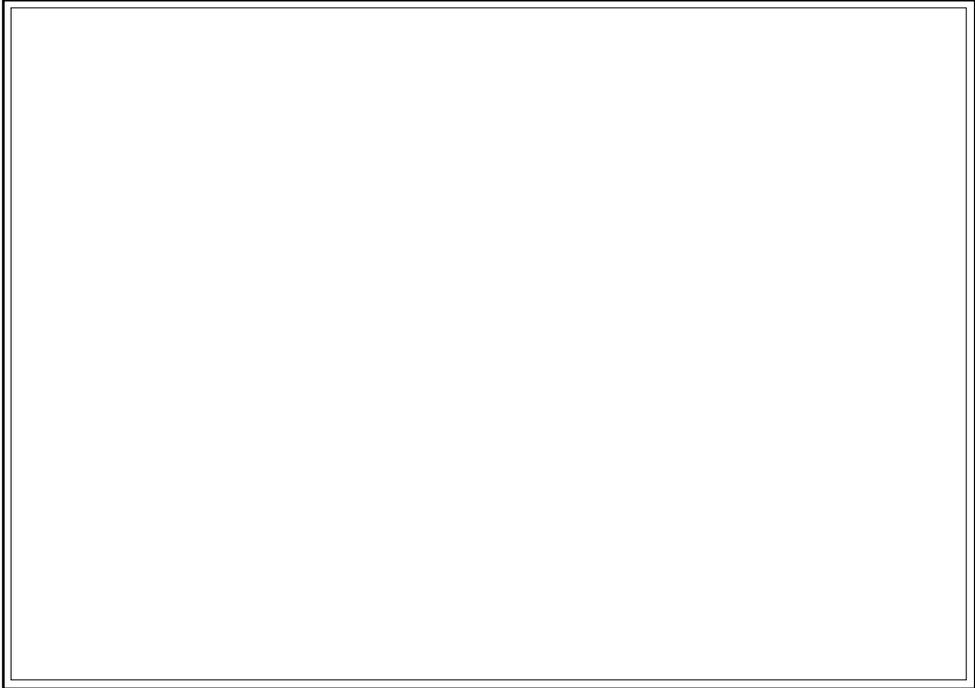
COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A	File No.: 070378	
Property Address: 121 River Street	Case No.:	
City: Menasha	State: WI	Zip: 54952
Lender: City of Menasha		



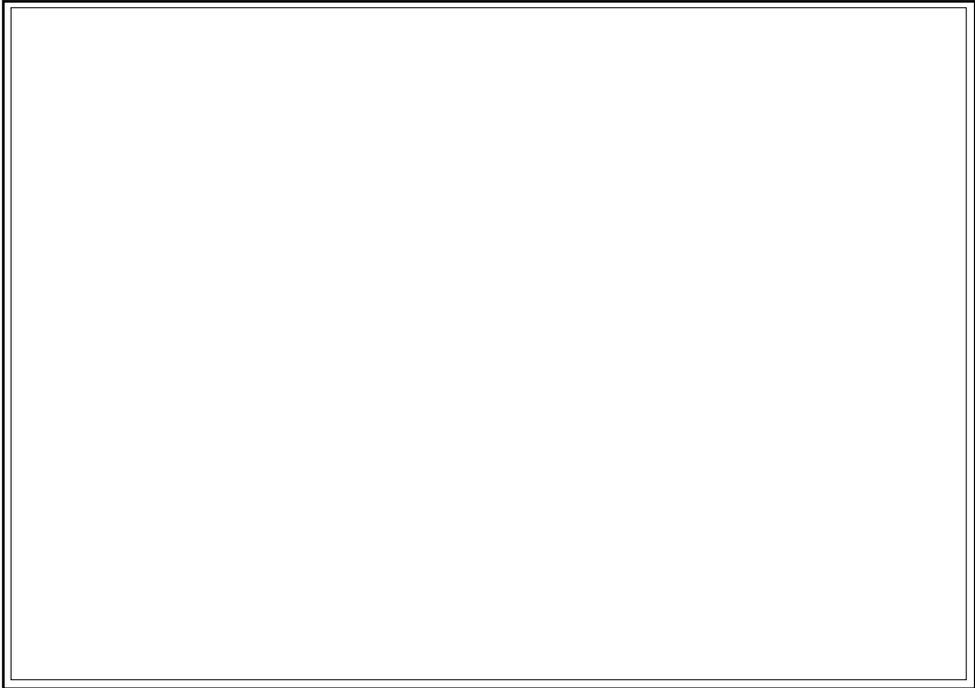
COMPARABLE SALE #4

53 Tayco/300 Chute Street
Menasha
Sale Date: pending sale
Sale Price: \$ 73,275



COMPARABLE SALE #5

Sale Date:
Sale Price: \$



COMPARABLE SALE #6

Sale Date:
Sale Price: \$

LOCATION MAP

Borrower: N/A

File No.: 070378

Property Address: 121 River Street

Case No.:

City: Menasha

State: WI

Zip: 54952

Lender: City of Menasha



WB-11 RESIDENTIAL OFFER TO PURCHASE

1 ~~BROKER DRAFTING THIS OFFER ON~~ 8/14/07 [DATE] IS ~~(AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT)~~ ~~STRIKE TWO~~

2 **GENERAL PROVISIONS** The Buyer, MICHAEL D. AUSTIN

3 offers to purchase the Property known as [Street Address] 121 RIVER STREET

4 _____ in the CITY of MENASHA, County of WINNEBAGO

5 Wisconsin (Insert additional description, if any, at lines 180 - 186, 317 - 320 or attach as an addendum per line 316), on the following terms:

6 ■ **PURCHASE PRICE:** THIRTY THOUSAND

7 _____ Dollars (\$ 30,000.00).

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

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: _____

14

15 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** _____

16

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 SEPTEMBER 27, 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: 141 RIVER STREET, 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: (_____) Seller: (_____)

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 mortgage~~ or BAY TITLE - APPLETON

44 _____ no later than NOVEMBER 5, 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 _____

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) (_____)

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:
- 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. Adm. 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 docks/piers 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: 121 RIVER STREET MENASHA WINNEBAGO COUNTY WI [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 receive 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 149 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** BUYER DOES NOT NEED FINANCING- CASH PURCHASE
181 BUYER TO PROVIDE TO CITY OF MENASHA REPRESENTATIVE PROOF OF
182 FINANCIAL COMMITMENT OF UP TO ONE HUNDRED FIFTY THOUSAND DOLLARS
183 FOR PURCHASE & REHABILITATION OF PROPERTY WITHIN 10 DAYS OF
184 ACCEPTANCE. BUYER NOT TO MORTGAGE THE PROPERTY UNTIL
185 FINAL BUILDING IS COMPLETE AND OCCUPANCY PERMIT IS
186 GRANTED.

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 reinstate 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: 121 RIVER STREET MENASHA WINNEBAGO COUNTY WI [page 5 of 5, WB-11]

276 OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 278 THROUGH 316 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 - 286 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 _____

285 [INSERT OTHER 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** BUYER TO WORK WITH COMMUNITY DEVELOPMENT
318 FOR REPAIR + RESTORATION OF PROPERTY, CITY OF MENASHA
319 TO ALLOW UNIT TO BE USED AS A TWO FAMILY UNIT, CITY OF
320 MENASHA TO ALLOW GARAGE TO BE BUILT STREET SIDE TO STREET

321 This Offer was drafted on 8/14/07 [date] by [Licensee and firm]

322 (x) Michael D. Austin MICHAEL D. AUSTIN TO BE PROVIDED PRIOR TO CLOSING 8/14/07
323 Buyer's Signature ▲ Print Name Here: ▶ Social Security No. or FEIN (Optional) ▲ Date ▲

324 (x) _____
325 Buyer's Signature ▲ Print Name Here: ▶ Social Security No. or FEIN (Optional) ▲ 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 (Optional) ▲ Date ▲

333 (x) _____
334 Seller's Signature ▲ Print Name Here: ▶ Social Security No. or FEIN (Optional) ▲ Date ▲

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

336 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
337 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



TO: Menasha Common Council
FROM: Douglas Young, General Manager 
DATE: August 30, 2007

SUBJECT: Workout Plan Recommendation

The Utility Commission recommends approval of the Workout Plan steps listed below. These are the concepts developed from the Sargent and Lundy Workout Plan. On approval, staff will proceed with the following tasks, with the priority of contract re-negotiation. Should any additional funds be required to complete a task, these will be brought back separately to the Commission for approval.

Workout Plan Recommendations:

1. Increase revenues
 - a. Renegotiate the contracts with customers- Begin immediately
 - b. Reduce coal price- Complete
 - c. Reduce equipment minimum load requirements for electricity sales- Future task
 - d. Potential new customers- Future task

2. Operational improvements
 - a. Auxiliary steam consumption- Continue with approved projects
 - b. Back pressure turbine- DR is completing, monitor progress
 - c. Feedwater heating- Continue with approved projects
 - d. Evaluate vibratory coal feeder- Complete

3. Accumulate Spare Parts Inventory- Finalize inventory and make recommendations to the Commission

Menasha Utilities
DRAFT Steam Plant Work Out Plan Evaluation

Prepared for
Menasha Utilities

SL-009162
July 2007



55 East Monroe Street
Chicago, IL 60603-5780 USA

STEAM PLANT WORK OUT PLAN EVALUATION

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EXECUTIVE SUMMARY

Sargent & Lundy was asked to evaluate several issues related to the overall performance of the Menasha Utilities (MU) steam plant project. Summaries of these evaluations are provided in the table below:

Issue	Description	Evaluation
Steam Sales Assumptions	The Business Model overestimated the volume of steam sales. Approximately 15% less steam is sold on an annual basis than expected in the Business Plan.	Plant personnel reported that steam sales were based on purchasers' actual historical production of steam. However, such production also included steam that was ultimately vented to the atmosphere and not used. Thus actual demand once MU had taken over as steam supplier was not as high as expected. This issue can be used as part of Menasha's justification for renegotiation of existing contracts. The extra capacity also indicates the possibility of obtaining a new client to increase the rate of utilization of MU's existing capacity.
Electricity Sales Assumptions.	Sales revenues into the MISO market were also overestimated due to overestimation of sell prices.	MISO market sales come from the condensing turbines 3 and 4. MISO pricing at all times has not been as high as expected, but the minimum load requirements of MU's boilers have required generation from turbines 3 and 4 during periods when revenues do not cover variable costs, resulting in financial losses. Financial performance would be improved by reducing equipment minimum load requirements and by banking boilers during low load periods, so as to reduce the amount of operating losses incurred.
Cost Overruns	Additional capital was spent to resolve unexpected issues and resulted in startup delays including desuperheater problems, RO system startup, backpressure turbine startup, and ID fan repairs.	Capital expenditures for start-up and unforeseen issues cannot be mitigated at this point in construction and are now sunk costs.
Coal Building Design Issues.	Excessive vibration from a vibratory coal feeder exists.	A Benetech draft report issued in April 2007 indicates that the vibrating screener is not necessary. Sargent & Lundy agrees with that assessment. Nevertheless, observations made during Sargent & Lundy's walkdown indicate that a detailed structural evaluation of the coal handling building in which this vibrating screener is located should be performed.
Spare Parts.	Capital and spare parts are insufficient.	While the plant either possesses or has means for obtaining parts for its control and electrical systems, there is no master list of spare parts with stocked and required quantities. A plant that is required to operate reliably over the long-term must have such a list. The construction of such a list requires a knowledge of the criticality of each part (for example, the impact of unavailability of the part on the capacity of the plant), the lead time for obtaining

Issue	Description	Evaluation
		the part, and an evaluation of the proper full stock and re-order quantities of each part.
Fuel Contracts and Quality	The coal contract requires an extension from the June 1, 2007, 100K ton limit, presently by C. Reisse Coal. Coal quality issues existed November 2006 to January 2007—high moisture and low heating value—increasing costs and lowering revenue.	The plant has changed to DTE Coal Services, Inc., a subsidiary of DTE Corp., the holding company of Detroit Edison, as fuel supplier. DTE is a significant shipper of Powder River Basin coal. This change has resulted in a significant reduction in fuel prices. Problems in fuel quality of the previous supplier, C. Reisse, is believed by plant personnel to be attributable to the selections made by the C. Reisse from its stockpiles in Green Bay for shipment to the plant. We agree with MU's decision to switch fuel suppliers.
Backpressure Turbine	There were delays in revenue from the backpressure turbine due to its delayed startup, and it still has commissioning issues that must be resolved.	The low pressure admission valves of the new backpressure turbine do not function properly and are not in service. Plant personnel indicated that the manufacturer, Dresser Rand, has promised verbally to supply equipment adequate for the service required. However, no written scope of work, schedule, or guarantee has been provided. While it may be difficult to make Dresser solve the problem in a timely fashion, it is important, when a solution concept is developed, that Dresser provide a written scope of work and schedule that MU can review and accept it or not. It is also important that Dresser provide some guarantee that the solution will work and that there be some remedy if it does not.
Plant Efficiency	Plant in-plant steam loads are higher than expected.	Design heat balance diagrams indicated an auxiliary steam flow of 20,000 lb/hr. Operating experience has shown a level of 50,000 lb/hr. No guaranteed heat balance was provided. In utility applications, a guaranteed steam turbine heat balance is often provided by the steam turbine supplier, or an overall plant efficiency guarantee is made by the engineering, procurement, and construction (EPC) contractor. MU plans to install another level of feedwater heating, using plant boiler blowdown steam, in order to reduce auxiliary steam usage. It appears that this element of the plant modification program had been part of the original scope of supply but was omitted during construction.
Steam Contracts – Existing and New	Steam contracts will require renegotiation. The present steam sale prices are based on selling 200,000 lb/hr. A flow of 140,000 lb/hr is the actual sales peak.	The discrepancy between forecasted and actual steam sales requires that MU renegotiate existing contracts, and it also indicates value in the possibility of obtaining a new steam sales customer. Any new or renegotiated contract should contain some provision for “minimum take,” a minimum amount of steam that the customer will take from MU, for which payment will be made whether or not the steam is actually used by the customer. The associated “take-or-pay” payments should be sized

Issue	Description	Evaluation
		to cover all fixed costs of the plant, including principal and interest payments, and the contract should separately provide for recovery of all variable costs associated with the take-or-pay volumes. This will significantly reduce the risk that the plant will not be able to meet its debt service obligations.

Specific points highlighted in MU's request for proposal to S&L are summarized as follows:

- Debt Coverage:** We project that if the general obligation debt rollover scheduled for 9/1/2007 is completed as planned, and also subject to the assumptions discussed in the report for the scenario we are considering as the base case, the steam utility will have adequate cash to meet debt service obligations for 2007-2009. A cash shortfall for debt service is projected for 2010 under the base case assumptions, however, resulting in a coverage ratio of only 0.71. Assuming a shortfall in 2010 would preclude completion of the debt rollover MU projects for 2011, cash generation would be inadequate to cover debt requirements in all remaining years of the analysis. Typically the shortfall is about 30% in the early years (i.e., typically about 70% of debt service coverage).
- Financial and Technical Analysis of Why Current Business Plan is Not Working:** The principal problem with the business plan is that the tariff structure and project costs do not generate enough free cash to cover debt obligations. The mismatch probably can be reduced somewhat by improvements to operations, such as reduction in plant auxiliary steam requirements, but it will not be possible to cover debt cash requirements without renegotiating the steam sales tariffs upward.
- Specific Recommendations to Improve the Current Cash Flow Situation or Sell the Steam Utility:** Two measures are required: (1) Reduce costs by undertaking operational improvements such as reducing auxiliary steam requirements and (2) increase revenues by renegotiating steam sell prices. Regarding possible sales of the utility, without renegotiation of steam sell prices it will not be possible to sell the utility for a price high enough to retire its debt. Our estimate of the range of price for sale of the utility, if sold debt-free, is \$13 million to \$17 million, an amount which is less than half the utility's debt of \$39.2 million projected for the end of 2007.
- Examine Adding New Customers:** The only prospective new customer which could make a significant difference in MU's cash situation is SCA. SCA could absorb all of MU's existing spare capacity if it elected to become a customer. Adding SCA under the current tariff structure would not eliminate the cash

shortfall, because MU would be just increasing its volume of sales it makes at inadequate prices. Adding SCA at current tariffs would modestly reduce cash shortfalls, but not enough. Higher prices for all steam sales will be needed to achieve adequate coverage of debt. Adding SCA would reduce somewhat the magnitude of the price increase the other customers would have to face to restore the utility's financial health.

- **Steam Pricing:** To meet debt requirements at a 1.0 coverage level plus provide some savings to customers relative to self-generation cost—10% savings for example—under MU's existing cost structure, with some allowance considered for plant capital spending, sell prices for steam would have to increase by about 15% to 20% by the 2010-2012 time frame, and that increase perhaps could be phased in although we have not investigated a phase-in scenario in any detail. If some margin above exactly meeting debt requirements is to be achieved, correspondingly higher steam sell prices would be required. Also if the Poyry report's relationship between coal use and plant production does not reflect actual operations, the percentage change could be different because these calculations rely on the Poyry figures regarding coal consumption.
- **Sale of the Utility:** The value of the utility, based on its net cash generation and discounted at our estimate of the cost of capital for a private buyer which pays income tax, is estimated to be in the range of \$13 million to \$17 million under our Base Case assumptions. This is considerably less than the utility's debt, which is projected to be \$39.2 million at the end of 2007. Achieving a valuation that would enable sale of the utility for an amount adequate to cover existing debt would require higher net cash generation (revenues less expenses), and the largest part of that would have to come from higher steam sales prices.

1 INTRODUCTION

Sargent & Lundy (S&L) was asked by Menasha Utilities (MU) to evaluate options for resolution of problems with meeting debt obligations associated with renovations to its steam plant. The MU Business Plan associated with the project made assumptions that have since proved incorrect, and projected revenues are insufficient to meet projected long term debt service.

Sargent & Lundy was asked to evaluate several issues, including:

- **Steam Sales Assumptions.** The Business Plan overestimated steam sales. Approximately 15% less steam, by volume, is sold on an annual basis than was expected in the Business Plan.
- **Electricity Sales Assumptions.** Revenues from sales of electricity into the MISO market also were overestimated due to an overestimate of MISO pricing. Lower than expected steam sales contributed to the electricity revenue shortfall, because some electricity revenue is a byproduct of steam sales.
- **Cost Overruns.** Additional capital was spent and schedule extensions were required to resolve unexpected technical issues, including desuperheater problems, RO system startup, backpressure turbine startup, and ID fan repairs.
- **Coal Building Design Issues.** Excessive vibration from a vibratory coal feeder exists.
- **Spare Parts.** Capital and spare parts are insufficient.
- **Fuel Contracts and Quality.** Coal supply commitments require an extension from the June 1, 2007, 100K ton limit. Supplies presently are from C. Reisse Coal, but DTE has been added as a supplier and will eventually become sold supplier. Coal quality issues existed from November 2006 to January 2007 (high moisture and low heating value), increasing costs and lowering revenue.
- **Backpressure Turbine.** There were delays in revenue from the backpressure turbine due to startup delays for that equipment, and commissioning issues remain that must be resolved.
- **Plant Efficiency.** Plant in-plant steam loads are higher than expected.
- **Steam Contracts – Existing and New.** Steam contracts require renegotiation. Present steam sales prices are based on selling 200K pph. The actual sales peak experienced has been at 140K pph. Review potential new customers.

Sargent & Lundy conducted a site visit and had discussions with plant personnel on May 8, 2007 in Menasha, Wisconsin.

2 CURRENT SITUATION

2.1 FACILITY DESCRIPTION AND OPERATING HISTORY

The Menasha Steam Plant consists of two steam boilers and three steam turbines. The two boilers are stoker-fired, burning Powder River Basin (PRB) coal, and are denoted Boilers 3 and 4, respectively. There are two condensing turbines, denoted Turbines 3 and 4, respectively, and a third turbine of the backpressure variety, denoted Turbine 5.

Boiler 3 has a maximum continuous rated capacity of 90,000 pph of steam at 620 psig and 835 deg. F. A Riley Power report provided by MU indicates that the boiler also is rated for 100,000 pph under peak load conditions for period of up to four hours at a time. Furthermore, it indicates that the boiler design pressure is 725 psig, but it is not clear if this pertains to the boiler's drum pressure or its superheated steam outlet pressure.

Boiler 4 has a maximum continuous rated capacity of 100,000 pph at 875 psig and 905 deg. F.

Boilers 3 and 4 supply steam to turbines 3, 4, and 5. Steam turbine 5's exhaust is delivered to steam customers. Supply to customers also can be made through a desuperheater and pressure-reducing valve arrangement.

2.2 FINANCIAL PERFORMANCE SINCE CONVERSION

The table below details the plant's financial performance since the conversion of the plant to fire PRB coal.

Table 2-1 Financial Performance of MU Plant Since PRB Conversion

	Units	2006 Actual	Q1 2007 Actual	Q1 2007 Poyry Report
Steam Production	Klbm		233,603	282,344
Electrical Generation				
	MISO Day-Ahead	MWh	2,899,152	0
	MISO Spot	MWh	3,878,107	9,414,000
	MISO Total	MWh	6,777,259	9,414,000
	WPPI Wholesale	MWh	6,194,905	9,370,000
Electric Prices				
	MISO Day-Ahead	\$/MWh	50.20	N/A
	MISO Spot	\$/MWh	44.23	63.33
	MISO Average	\$/MWh	\$46.78	\$63.33
	WPPI Wholesale	\$/MWh	\$50.69	\$58.50

Revenue

	Units	2006 Actual	Q1 2007 Actual	Q1 2007 Poyry Report
Sales to Industrial and Other Customers		\$2,565,775	\$2,265,562	\$2,728,435
Sales for Resale		\$1,291,865	\$718,764	\$1,307,699
Direct Expenses				
Fuel		\$2,803,951	\$1,701,067	\$2,201,745
Other Operating Expenses		\$1,730,906	\$586,081	\$644,046
Transmission and Distribution Costs		\$8,999	\$36,954	\$34,706
Administrative and General Expenses				
Salaries		\$25,333	\$11,454	\$20,830
Property Insurance		\$31,037	\$8,320	\$10,016
Employee Pension and Benefits		\$204,559	\$81,708	\$104,739
Other Admin. and General Expenses		\$97,041	\$18,202	\$24,337
Lease Expense			\$87,498	\$87,498
Earnings before Interest, Taxes, Depreciation, & Amortization		(\$1,044,186)	\$453,041	\$908,218
Interest Expenses		\$1,238,087	\$515,883	\$440,943
Taxes		\$62,642	\$22,149	\$20,703
Income Before Principal Payments		(\$2,344,915)	(\$84,991)	\$446,572

The column to the right denoted “Q1 2007 Poyry Report” represents values that MU takes as its first quarter 2007 budget for the plant. No such values were provided for comparison of the 2006 actual values.

It was not possible from the data provided to determine the amounts of principal payments directly related to conversion of the plant to fire PRB coal. However, actual income calculated before principal payments for 2006 and the first quarter of 2007 indicated that not enough funds were available to make required interest payments. Thus the financial performance of the plant since conversion is not sustainable over the long term.

2.3 NEAR-TERM ADDITIONAL SPENDING REQUIREMENTS

2.3.1 Acquire Adequate Spares

The plant indicated that there is no database, computerized or otherwise, of available spare parts inventory and stocking records. Discussions with plant personnel indicated that only in the area of control system electronic cards does the plant believe that adequate spares exist. These discussions also revealed that electrical spares—in particular for the variable frequency drives used in the plant—are available locally with minimal lead time.

It is important for future reliability for the plant to develop a database of essential spare parts and to determine whether to stock such items, the quantity to be stocked, and, if a particular part is not to be stocked, what the associated lead time for delivery of such a part would be. The plant reported that it has operated in the past as a peaking plant with a low service factor. Under the new regime of operation required by the steam supply agreements, service has increased significantly. Previous methods of stocking parts is not likely to be sufficient to enable essentially continuous service of the plant. The availability and reliability requirements set out by existing or future steam supply agreements require that essential spare parts be available in a timely fashion in order to reduce the exposure to potential costs associated with non-compliance with supply commitments and lost availability. The plant therefore needs to develop a list of essential spare parts, a procedure for keeping track of the quantity of such spare parts, and a procedure for reordering such parts to maintain requisite stock levels. It must then develop a plan to acquire and stock the required spare parts. This is of the highest priority.

2.3.2 Resolve Coal Building Vibration Problems

The recent report provided by Benetech reviewing the coal handling systems at the plant indicates that one of the primary sources of the vibration problems, the vibrating screener, is not a necessary item in the coal handling system. Sargent & Lundy believes this assessment is a correct one. The removal of the screener will significantly reduce the vibration occurring in the crusher building. This building's structural system should be reviewed by a structural engineer to determine whether any reinforcement of the structure is required. Such a review should assume that the vibrating screener has been removed from service. Before removing the screener the plant should test its ability to operate with the screener taken out of service. If all coal bunkers can be supplied with the crusher in service but the screener out of service, the plant should consider operating in this mode until a permanent coal flow design is implemented. This will allow the plant to delay the additional expenditure until financial conditions improve.

2.3.3 Resolution of Steam Turbine Commissioning Issues

Discussion with the plant indicated that Turbine 5 commissioning is not complete. Specifically, its low pressure turbine steam admission valves do not function. Discussions with plant personnel indicated that the associated actuators are too small for the service and that the valve trim supplied is incorrect. The supplier, Dresser-Rand, has indicated that it will supply and install equipment adequate for the service required.

2.4 FUEL SUPPLIES

Currently fuel is currently supplied through C. Reiss Coal Company, a subsidiary of Koch Carbon, in Green Bay, Wisconsin. MU personnel indicated that supply arrangements through C. Reiss are coming to an end and that DTE Coal Services will be the supplier in the future, shipping fuel through the Fox River Dock in Green Bay. This results in a reduction in coal prices once the commitment to C. Reiss is worked off, which is estimated to be by sometime in August 2007.

3 COMMENTS ON CURRENT BUSINESS MODEL

3.1 STEAM SUPPLY CONTRACTS

The current business model relies on three steam supply contracts with three clients:

- Sonoco – U.S. Mills, Inc.
- George A. Whiting Paper Company
- Pechiney Plastic Packaging, Inc. (Alcan).

The Sonoco contract requires the largest commitment of capacity, with projected annual average sales of about 97,400 pph, according to the MU Business Plan and a peak requirement of up to 140,000 pph. Sales under the Whiting and Alcan contracts are projected in the Business Plan to involve typical sales of about 7,700 pph, and those contract identify no peak demand supply rate obligation.

The contracts are similar to one another, and all have the following disadvantages:

- **Minimum-Take Provisions.** The contracts require the purchaser to nominate his minimum amount of steam for the following year, but no requirement to take all or part of this quantity is stipulated by the contract. Thus, the contracts do not have minimum-take provisions committing the purchaser to take a minimum number of pounds of steam during any time period.
- **Price Adjustments for Fuel Costs.** Steam pricing is such that steam charges for fuel in a given year are adjusted by the ratio of a “new coal price” and the fuel price in force during the previous year. The exact language in each contract is different and is less precise in some cases than others, but it follows the method just described. This method of indexation means that any negotiated reductions in fuel prices are simply passed through in full to the purchasers. Thus the results of the indexation are not simply due to market supply and demand, but can also be the result of MU’s negotiation of coal prices.
- **Fuel Cost Recovery Mismatch Relative To Fuel Cost Incurred:** Beyond the fact that any savings in the unit cost of fuel is passed through to the steam customers without any benefit accruing to MU if MU is able to achieve lower fuel costs, another possible problem is a mismatch between the fuel quantity requirement on which the steam tariffs are based and the fuel required to produce steam, as well as \$/MBtu unit fuel cost. We understand from MU staff that boiler performance has not been as favorable as predicted, meaning that more fuel may be being consumed than predicted for a given level

of output. Higher than expected consumption of auxiliary steam also contributes to higher than expected coal use. Aggravating this further is that the \$/mmBtu figures on which the steam tariff has been established were based on a higher heating value of 8,800 Btu/lb for the coal. We understand from MU that excess moisture in the coal has caused the as-delivered fuel to run in the range of 8,000 to 8,400 Btu/lb, meaning that MU is paying 5% to 10% more for each unit of heat input to the process than is recovered in the tariff. It is possible that the recent change from Reisse to DTE as fuel supplier will alleviate or eliminate this moisture problem. In summary, there has been both a quantity variance and a price variance in the fuel component of the steam tariff compared with the fuel costs actually experienced by MU.

- **Condensate Return.** The Sonoco contract stipulates that 75% of the mass flow of steam delivered to Sonoco be returned as liquid condensate. However, it appears that no provision for any kind of penalty is in place if Sonoco does not return this amount over any particular period of time. Therefore the contract does not force Sonoco to do so. The Alcan contract contains language that implies that all steam that is condensed will be returned. This appears to allow that facility to vent steam. The Whiting contract provides for a return of 70% of the steam flow delivered, but once again no penalties for non-performance are present.

Steam not returned to the plant as condensate must be made up using city water. The plant realizes a cost for this make-up water. Furthermore, since the water must be processed through the water treatment system, a greater mass of water is required than was lost as non-returned condensate. This is because water treatment systems inherently cannot provide a full unit of treated water for each unit of raw water provided to them.

3.2 ELECTRICITY SALES

The electrical output from Turbines 3 and 4 is treated differently than the electrical output from Turbine 5. Turbine 5 is considered to be behind the meter, and its electrical output offsets the current electrical generation demand of MU from Wisconsin Public Power System, Inc. (WPPI). Revenues associated with this energy are equal to the avoided cost of WPPI energy that would have been sold to MU. The output from Units 3 and 4 is sold by WPPI to the MISO market, and MU receives 90% of the hourly LMP price at the Menasha node.

A small amount of revenue also is derived from sale of spinning reserve capacity to WPPI.

Because Turbine 5 is a backpressure turbine, steam is not condensed after passing through it. Rather all steam passing through it is sent to MU's steam customers. The amount of power generated by Turbine 5 at a given time depends on the steam demand of MU's customers.

A major disadvantage of this arrangement is the need to maintain certain minimum levels of steam flow through the boilers during periods of low steam and electricity demand. This results in more flow being passed through the condensing turbines 3 and 4. If electricity pricing is not favorable at these times, the plant loses money on each MWh generated.

4 PERFORMANCE IMPROVEMENT OPPORTUNITIES

4.1 INCREASE REVENUES

4.1.1 Renegotiation of Steam Contracts

4.1.1.1 Terms and Conditions

As related above, the current steam sales contracts contain several disadvantages. Renegotiation of the steam contracts should focus on:

- **Fuel Price Adjustment.** The current contracts fully adjust for actual fuel prices. This protects MU from unforeseen increases in fuel prices. MU has recently changed its fuel supply strategy and obtained a new supplier. This has resulted in significant reductions in fuel pricing. Under current provisions, these reductions are completely passed on to the purchasers, and MU obtains no benefit from making the effort to obtain fuel cost reductions. MU should renegotiate the steam pricing in order to retain some of the associated savings. This will result in a significant improvement in financial performance. In order to open negotiations, it is likely that some of the reduction will have to be shared with the purchasers in order to obtain their agreement to renegotiate.

Pricing of the steam in respect to fuel costs should not make any optimistic assumptions as to the efficiency of the plant, but rather should be based on actual historical performance to date. Efficiency improvements will then provide further contribution margin to plant financial performance.

- **Minimum Take Provisions (“Take-or-Pay”).** The contracts should specify some nominal steam volume that each customer must take and pay for during each year of the term of the contract. Furthermore, the purchaser’s annual nomination should, at least as a first bargaining position, be subject to take-or-pay provisions.

There would be two tiers of take-or-pay provisions. One would be an absolute minimum value that the purchaser must take in each year over a long period, such as the full term of the contract. The other would be the annual nominated quantity (or some fraction therefore, not below the long-term take-or-pay quantity) that would become a take-or-pay amount once nominated. This commits the purchaser to make a good estimate of minimum steam requirements and facilitates planning for MU. A maximum possible take-or-pay quantity would have to also be specified so that MU’s capabilities were not exceeded.

In return, MU could provide availability guarantees that would be commensurate with the level of take-or-pay provisions to which the purchaser was willing to agree.

- **Condensate Return.** Since steam not returned to the plant as condensate must be made up using city water, some liquidated damage commensurate with the increased cost of water drawn from the city water system should be in place in each contract in order to limit MU's make-up water charges. This charge needs to be greater than the unit cost of water from the city, because water treatment systems require more than one unit of raw water to replace each unit of condensate not returned.

4.1.1.2 Pricing: Minimum Prices Acceptable to MU

Sargent & Lundy performed financial analyses to determine the range of steam sales prices that potentially could be acceptable to both MU and the mills. Pricing acceptable to MU will be high enough to support continued operation of the plant and cover debt service requirements. Appendix 1 contains projected average sell prices for steam under the existing tariff arrangement compared with minimum average pricing to cover debt service at both a 1.00 and 1.25 level.

Minimum prices are discussed further in Section 6.2.1.

4.1.1.3 Pricing: Maximum Prices Acceptable to Paper Mills

The paper mills cannot be expected to accept pricing that exceeds self-generation of steam using package boilers fired by natural gas, and in fact these customers may require some savings from their self-generation prices to compensate for the loss of control involved in reliance on an outside supplier rather than on self-supply. Our analyses in this report assume, for estimating maximum prices that MU could charge, that customers would be willing to continue with MU even if MU supply would be a breakeven relative to self-supply. As sensitivity studies we consider discount cases as well.

Our estimate of the average cost of self-supply using gas-fired package boilers for MU's existing customers is shown in Appendix 2.

4.1.2 Addition of New Steam Customers

MU has one prospective customer nearby with a significant steam requirement. This client, Svenska Cellulosa Aktiebolaget, or SCA, has a steam demand that is relatively constant and that totals approximately 80,000 pph. A significant increase in revenue could be obtained by signing a contract with SCA. However, MU must obtain

acceptable pricing, terms, and conditions. These terms include those mentioned in the previous sections. Pricing must be within the ranges described above as well.

Furthermore, plant personnel mentioned that previous discussions with SCA indicated that SCA's main concern was that its supply of steam be firm. Sargent & Lundy suggests that, rather than contract for firm supply of all of the requirements of SCA, MU should contract a firm supply of a lesser quantity, with contract language enabling provision of greater quantities when available. This will allow MU to put a larger amount of its capacity under contract without placing itself under undue risk of inability to comply with contract terms. SCA will benefit by being able to purchase steam generated from coal rather than natural gas, thereby reducing cost and the volatility of fuel cost variations.

Pricing of the SCA contract should be within the same range as for the Sonoco and other existing clients.

4.1.3 Modifications to Power Purchase Agreement With WPPI

We expect that the power purchase agreement with WPPI will not be a source of increased revenues or decreased costs.

4.1.4 Green Credit Opportunities

We do not believe that green credit opportunities exist. Our past experience in this part of the country evaluating use of biomass, as a strategy for generating power that meets renewable portfolio standards, has always indicated considerable increases in fuel cost relative to using coal.

4.2 REDUCE COSTS

Cost reduction at the plant might be realized by the following:

- **Boiler Turndown.** The requirement to maintain certain minimum boiler output during periods of low steam demand means that a certain amount of the output of boilers 3 and 4 must be run through the condensing turbines 3 and 4, rather than the backpressure turbine 5. This is because the demand for steam is too low to accept the flow through turbine 5. In those circumstances rather than using the purchasers' processes as its main condenser, the plant must condense the steam itself, and no benefit is obtained for any party from that condensation. This means that any profit for the plant must be obtained from spot sales of electricity. However, periods of low steam demand also generally correspond with periods of low electrical demand and therefore to periods of low spot market

electricity prices. It is thus difficult to make a profit from spot electricity sales. The plant should embark on a program of determining the lowest safe levels at which the boilers may be operated. The plant also should develop a program of banking a boiler at opportune times in order to reduce steam output. Discussions with plant personnel indicated that boiler startup firing is an almost entirely manual operation due to the boiler's stoker design. Therefore, it would be difficult to bank a boiler each night without increasing staff. However, the possibility of banking a boiler during weekends is a significant opportunity to reduce losses associated with boiler minimum load operating periods. Another consideration in pursuit of this strategy is personnel safety; procedures must be established that allow these curtailments to be implemented safely.

- **Plant Steam Requirements.** Plant personnel indicated that auxiliary steam usage for preheating condensate to the boilers is approximately 50,000 pph and that the usage that had been foreseen was 20,000 pph. This increase in auxiliary steam usage reduces the salable steam capacity of the plant by the same amount. The plant intends to install a condensate heating system that will use boiler blowdown to add additional heat to the condensate. This will require additional capital investment, however. The plant should investigate the feasibility of heating the condensate with only 20,000 pph of steam and accepting the resulting less favorable condensate temperature. If the proper base price for steam can be incorporated into the steam supply contracts, then the additional costs of the new design currently contemplated will not need to be incurred.

5 MARKET VALUE ESTIMATE FOR EXISTING PLANT

Appraisers typically rely on three indicators of value as a basis for estimating the market value of a production facility such as the MU plant. The most important of those for this situation is the facility's value as an income-earning investment, which is determined by means of a discounted cash flow calculation. That is the principal criterion a buyer would consider in this situation in establishing an offer price.

Other appraisal methodology indicators of value are replacement cost and comparable transactions. Replacement cost is useful primarily in regulatory proceedings but is not helpful for this valuation exercise. We are not aware of transactions involving sales of a facility such as this that could be used as a comparable, so that indicator of value is not available in this instance.

5.1 FINANCIAL MODELS

We developed two financial models of the MU plant. One is similar to the MU business plan model and uses most of the same input assumptions. The second is a cost model that estimates costs faced by MU's existing customers for self-supply of steam. Both these models are part of a single Excel file which is provided on a CDROM that accompanies this report.

5.1.1 Financial Model Based on MU Business Plan

S&L's version of the MU business plan financial model contains the following worksheets:

Cases Worksheet: This worksheet defines analysis cases (scenarios) and provides a mechanism for switching back and forth between them. Scenarios for different amounts of steam sales, steam sell price, capex required for the MU plant, and adding a customer are represented on this page. The analyst can switch between cases by changing the case selection number. The chart of debt service coverage ratio at the top of the page changes to correspond to the selected case.

Inputs Worksheet: This worksheet lists most of the inputs driving the analysis, with comments as to the source of those assumptions. Some variables are piped in from the Case worksheet described above. Blue font on green background is the convention for input constants. Black font on plain background represents text or calculated values.

Most cost variables are as defined in the MU business plan financial model provided by MU staff. However the Poyry report dated November 20, 2006 indicates different assumptions regarding steam sales. Our model includes a toggle to switch back and forth between these two sets of assumptions, and the toggle also can be used to set MU sell prices equal to customer self-supply prices, possibly adjusted by a discount from full costs of self-supply. We are using the Poyry steam sales assumptions as the basis for our analysis, but adjusted downward by 15% to reflect the fact that MU's customers have not been taking the amounts of steam projected either by MU or Poyry.

Our projections assume higher costs for ash disposal than in the MU and Poyry analyses. Ash content in our calculations is assumed to be 5.5%, as in the DTE agreement, which is higher than the 5% assumed in the MU model. Also the MU model assumed \$12/ton for disposal cost. Our review of MU's agreement with Veolia, plus other information from MU, indicates disposal will cost somewhat over \$18/ton. The combination of these differences causes the projection of ash disposal cost in our model to exceed that of the MU and Poyry analyses by somewhat over \$50,000 per year.

The debt projections in the S&L analysis differ from those in the MU model because they are based on the debt service projections produced by RBC Capital Markets following MU's debt issuance in December 2007 (i.e., are more up to date than in the Business Plan).

The final area where the S&L model differs from MU's model is with respect to escalation. We are using the same escalation assumptions as MU for coal cost, city water and sanitary, PILOT, and taxes. We are using different figures for other escalation, as follows:

- MU's model projects that city labor costs associated with the steam plant will rise at 5%/year and that non-labor cost indexation for the OMC revenue portion of the steam sales agreements, which are indexed to a local Consumer Price Index which excludes energy, will rise at 3.6%/year. Although the national CPI was rising at a 3.5% to 4% pace in early 2006, its year-on-year rise during the first five months of 2007 has averaged only 2.5% per year, and the analogous national index which excludes food and energy also has been rising at only 2.5%/year. The specific index cited in the MU contracts (all urban consumers, Midwest size Class D, all items less energy, not seasonally adjusted) has increased at 2.5%/year over the last two years and has risen only 2.2% by May 2007 relative to its year-earlier value. Overall inflation in the US economy, as measured by the implicit price deflator for gross domestic product, has averaged only 2.2% per

year for the last ten years. Our base cases therefore are based on long-term escalation of the CPI and MU labor costs at 2.5%/year.

- MU's model uses 4%/year for escalation in both retail costs of power (the offset revenue of sales from #5 steam turbine) and for MISO sales. However the WPPI calculation in the addendum to MU's business plan actually uses 4% escalation between 2007 and 2008. Further, the US Department of Energy's Energy Information Administration Annual Energy Outlook 2007 forecast issued in February 2007 includes a forecast of electricity prices for the census district that includes Menasha. That forecast indicates a decline in real, constant-dollar electricity costs over the period 2007-2020. DOE/EIA shows constant-dollar rates rising just under 2% through 2009 and then declining in constant dollar prices each year through 2027. The 4%/year figure in MU's forecast therefore seems out of line on the high side. Our base case uses 3%/year electricity cost escalation, as in the short-term WPPI forecast, which is higher than the DOE/EIA projection but which is closer to the 4% figure that Poyry found reasonable after discussions with WPPI.

We have included in our base case some representative figures for future capital expenditures ("capex") on the plant, such as for the issues discussed in Section 2.3. These numbers are just allowances, however, and do not reflect costing of the specific issues from Section 2.3 (spares, coal building and handling system, and steam turbine commissioning) or any other type of budgeting process. They are representative figures that in our judgment are of the right general magnitude as ongoing capex for the plant in the absence of initiation of a major modification project. The figures selected are \$150,000 per year for 2008-2010 and \$100,000 per year in later years, expressed in 2007 dollars and escalated to time of spending. The early figures are higher than later to allow for catch-up on deferred maintenance.

Note that our Base Case relies on the relationship between coal consumption and plant production which is in the Poyry report. We have heard concerns from MU that coal consumption may be higher than the Poyry report basis, but we have at this point not received details on coal burn vs. production actuals since the plant has been in service. We might modify these conclusions somewhat following analysis of actual coal consumption figures.

Revenues Worksheet: The Revenues worksheet calculates steam and electricity revenues. The framework for the steam revenues is as in the three existing steam contracts. Blanks are provided for up to two additional customers, for sensitivity studies. The model is set up to do a 20 year study. In rows where a formula differs

across a row, cells with different formulas are highlighted by pale yellow background. Further comments on the revenues worksheet appear in Appendix 3.

Expenses Worksheet: Expenses are projected according to the values in the Inputs worksheet.

Debt Service: This worksheet details interest and principal obligations of MU as documented in the RBC Capital Markets worksheets in the September 2006 addendum to MU's business plan, which was supplemented by some additional RBC tables provided to us by MU staff. When a financing facility is paid off and refinanced, there typically is a small difference in the amount paid to bondholders and the amount raised in the new financing, and this model recognizes that difference, assuming that cash realized by MU will be equal to 98.5% of the size of the bond issue. The difference is equal to reoffering discount and underwriting discount.

Summary Financials: This worksheet combines the results of the previous worksheets to create a comparison of net cashflow available for debt service and projected debt service. For the base case, which uses the Poyry steam take projection less 15%, MU will have adequate cash to cover debt service for 2007, provided that the \$12.575 million general obligation flotation planned for 9/1/2007 is implemented as planned. Adequate cash also would be available in 2008 and 2009 under these assumptions. However beginning in 2010 the utility is projected to have a coverage ratio of less than 1.0 in all years except 2011 (when a new financing is projected) through 2025. Increased revenues will be required to achieve debt service coverage if the utility is to continue operation, and the debt rollover scheduled for 2011 probably will not occur if debt coverage is not achieved in 2010.

5.1.2 Financial Model for Customer Self-Supply

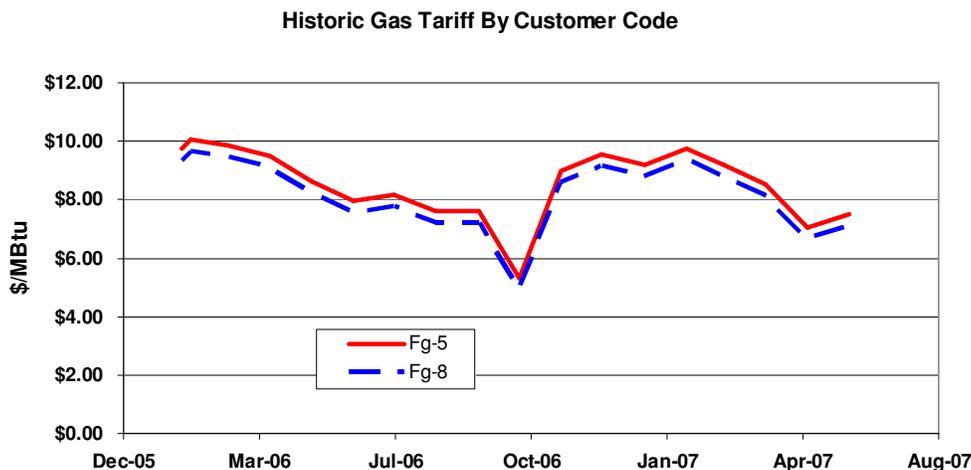
The next three worksheets of the model are a cost model that estimates costs of self-supply by Sonoco, Alcan, and Whiting if they were to install gas-fired package boilers instead of buying steam from MU. The overall costs estimated by this model represent a ceiling for revenues to MU from these customers, because customers likely will not be willing to pay MU a higher cost for steam supply than what they could achieve themselves.

Competitive Steam Inputs Worksheet: This worksheet shows the inputs to this cost calculation. The financial framework is our judgment of what paper mills would use as an evaluation basis in deciding whether to undertake a self-supply project or not. The capital cost estimates for boilers needed by these three customers is scaled from recent estimates prepared by S&L for similar steam supply situations using gas-fired boilers. We have assumed the mills would have no addition operating costs compared with their current situation where

they purchase steam from MU. Maintenance is estimated at 2% of investment cost, following a guideline published by EPRI. Condensate return and boiler efficiency assumptions are typical for gas-fired boilers in this type of application.

The critical input assumption for self-supply analysis is fuel cost, as indicated by the analysis results where fuel cost is shown to represent more than 80% of the net present value of cost over the 15 year analysis period assumed for this study. The Competitive Steam Inputs worksheet shows current We Energies business rates for natural gas supplied under its various customer codes. We calculate that Sonoco would fall into class Fg-8 and the other two customers in Fg-5. Over the last 12 months such customers have been paying We Energies \$7.80/mmBtu and \$8.21/mmBtu, respectively, for natural gas. There is considerable variation in We Energies' month to month pricing, as indicated in Figure 5-1.

Figure 5-1 Recent We Energies Gas Prices



Prices have generally been in the range of \$8/mmBtu to \$10/mmBtu since the beginning of 2006.

For this study we have assumed that Sonoco, Alcan, and Whiting would pay in 2007 the average price that has prevailed over the latest 12 months for Fg-5 and Fg-8 customers, which is \$8.21/mmBtu and \$7.80/mmBtu respectively. To estimate escalation in future years we turned to the recent DOE/EIA AEO 2007 forecast mentioned earlier, referring to their constant-dollar natural gas costs for industrial customers in the East North Central census area (their Supplementary Table 13), which is expressed in constant 2005 dollars. We projected inflation over the period 2007-2032 and then inflated the DOE/EIA gas prices to current dollar values for this

cost calculation. The resulting year 2007 cost is reasonably close to the two prices averaged from recent We Energies data. The DOE/EIA year 2007 current dollar price is 2% higher than the Fg-5 cost to which Alcan and Whiting would be subject and is 8% higher than the current Fg-8 cost, to which Sonoco would be subject. For the Fg-5 and Fg-8 customers we assumed that escalation would proceed from current We Energies rates according to the constant dollar escalation rates we calculated from the DOE/EIA table, adjusted using an assumption of 2.5% inflation to convert constant dollars to current dollars.

Competitive Steam Costs Worksheet: This worksheet combines the cost inputs just discussed to generate year-by-year estimates of MU's ceiling price based on the mills' costs of self-supply. Investment is assumed recovered uniformly over a fifteen-year analysis period beginning in 2008.

Results are summarized in Appendix 4, assuming the three existing steam customers take the steam amounts estimated in the Poyry report (11/20/2006) less 15%.

The Sonoco cost is lowest primarily because the We Energies natural gas price is lower at the gas volumes required by Sonoco, but also due to the fact that no package boiler capital spending would be required by Sonoco because it already has a gas-fired package boiler (i.e., the costs for Sonoco in Appendix 4 include just fuel and maintenance cost). The Whiting rate is slightly worse than that of Alcan because the assumption regarding Alcan's average to peak demand results in a somewhat higher capacity factor for Alcan, spreading capital out over more steam.

5.2 VALUATION ESTIMATES

As an indicator of value we totaled the present value of net cash flow the MU facility is projected to generate under existing revenue and expense assumptions. This evaluation is based on a 9% discount rate, which in our experience is what customers in the paper business (the most likely type of purchaser) would consider as a weighted average cost of capital. Assuming ten and fifteen year time horizons, which is what we believe such firms would use as evaluation horizons, the net present value of the MU facilities, exclusive of any debt considerations, is estimated to be in the range of \$13M to \$17M. This is calculated as the net present value of free cash flow, less capex spending, and adjusted for federal/state corporate income tax (composite rate of 40% in Wisconsin) and the depreciation tax shield the purchaser would realize. The steam utility's debt during this period, as shown in the RBC Capital Markets documents, is about \$39 million, so the estimated value of the facilities, when evaluated using existing steam sales tariffs to estimate projected revenues, is less than half the

outstanding debt. Higher revenues relative to cost would be necessary to achieve a valuation exceeding projected outstanding debt.

6 ASSESSMENT OF AVAILABLE OPTIONS

6.1 CRITERIA AND CONSTRAINTS FOR ACCEPTABLE SOLUTIONS

Criteria and constraints for an acceptable solution include:

- **Fuel Cost Savings Retention.** An important contribution to an acceptable solution would be to allow MU to retain a large part of the reduced fuel costs obtained through the use of DTE Coal Services as a supplier of fuel.
- **Matching of Tariff Basis and Plant Fuel Consumption:** Renegotiated tariffs should be based on mmBtu of heat input per Klb of steam production which is achievable by the existing plant.
- **Minimum Take Requirements of Renegotiated and New Major Contracts.** It is important to place a significant amount of the plant's capacity under a "take-or-pay" regime. While it will not be possible to place 100% of such capacity under such terms, having a large percentage, for example 50%, eliminates a great deal of risk and gives the purchasers an incentive to use steam supplied by the plant. The need for "take-or-pay" terms must be balanced against a realistic view of the likely availability of the plant. On the other hand, an obligation by MU to operate existing steam generation equipment of the purchasers' under the same contract, similar to existing provisions of the Sonoco contract, actually provides back-up capacity without capital outlay. While the eventuality of operating a purchaser's equipment because of lack of availability of MU's own equipment would be relatively costly, it is significantly cheaper than MU installing back-up capacity of its own. This, therefore, would allow MU to be relatively aggressive in pursuing higher take-or-pay amounts in its major contracts.
- **Financial Constraints.** An important constraint that must be satisfied in any acceptable solution is that the plant be able to continue to cover all operating costs as well as principal and interest of associated financing over the life of the financing. Ensuring this to a high probability will require that it be reasonable to forecast significant margin above these costs in a financial model of the project. The margin is required because unforeseen circumstances may arise and the project will need to be able to absorb the consequences of those.

It is important to note that, optimization of revenues and costs, obtaining a new customer, as well as renegotiating of existing contracts, may facilitate the restructuring of the associated financing to further reduce costs. The extent to which risks of loss can be eliminated or reduced will serve to increase that likelihood that

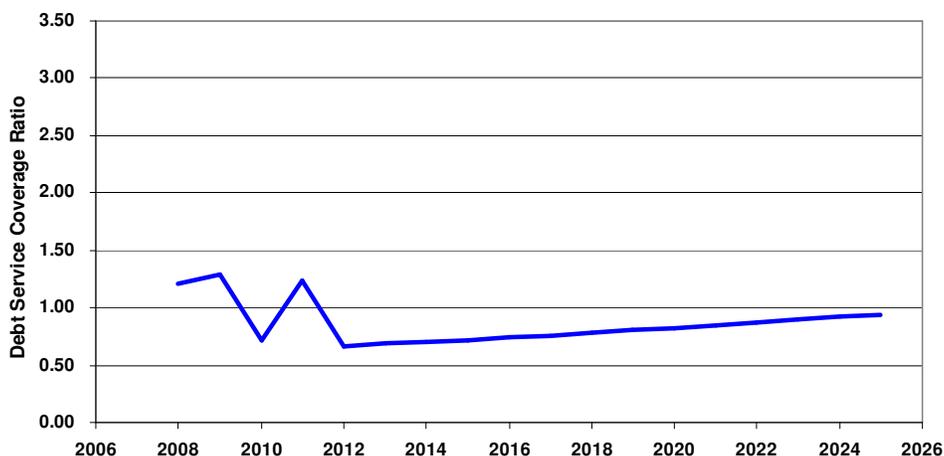
favorable financing terms can be obtained. Pricing used for contract negotiations cannot assume such favorable financing, obtaining of such financing will provide further margin to protect against unforeseen circumstances.

6.2 EVALUATION OF WORKOUT OPTIONS

6.2.1 Continued Steam & Electric Operations

Continuing to operate the steam plant will require increases in revenues from operations to eliminate the inadequate debt service coverage associated with the base case projection, plotted in Figure 6-1 for the Base Case.

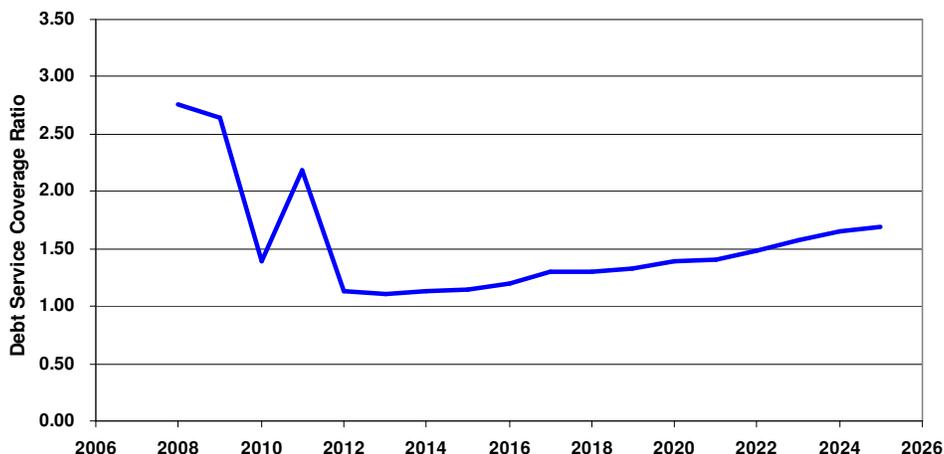
Figure 6-1 Base Case Debt Service Coverage Ratios



Revenue increases are needed because expenses cannot be reduced enough to free enough cash to cover debt. We ran sensitivity studies to consider the magnitude of revenue increase needed to make the plant viable. Some of the sensitivity cases assume that MU could negotiate higher prices with its existing three customers. An additional sensitivity study included the possibility of adding SCA as an additional customer, assuming it would take an average of 40,000 pph of steam. All the sensitivity studies assume that \$150K/year in capex will be required for years 2008-2010 and \$100K/year in capex for subsequent years, and all consider that steam take by the three existing customers will be 15% short of the consumption projections in the Poyry report.

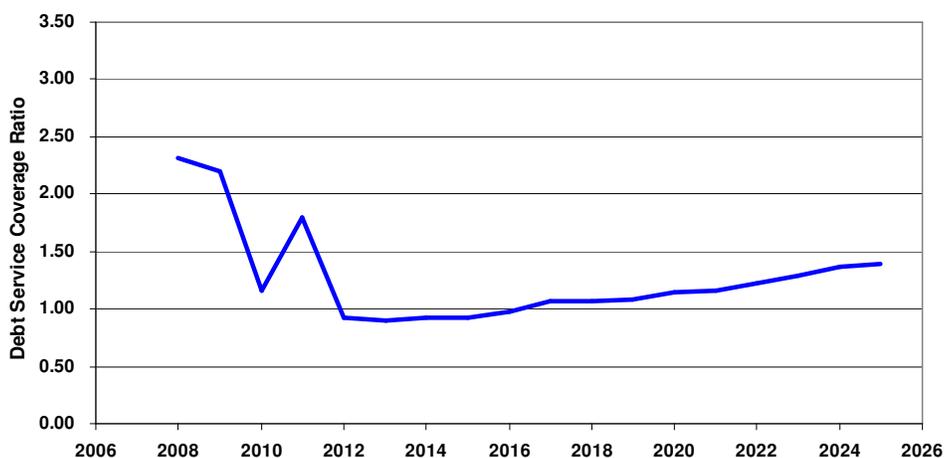
If MU stays with its existing customers and can sell them steam at what we estimate to be those customers' cost of self-supply using gas-fired package boilers, with no margin for savings below the cost of self-supply, the debt service coverage situation improves as shown in Figure 6-2.

Figure 6-2 Coverage Ratios For Sales at Customers' Full Avoided Cost



If the mills would require a 10% discount relative to self-generation cost to continue using MU as a supplier, coverage falls to less than 1.0 in some years, as indicated in Figure 6-3.

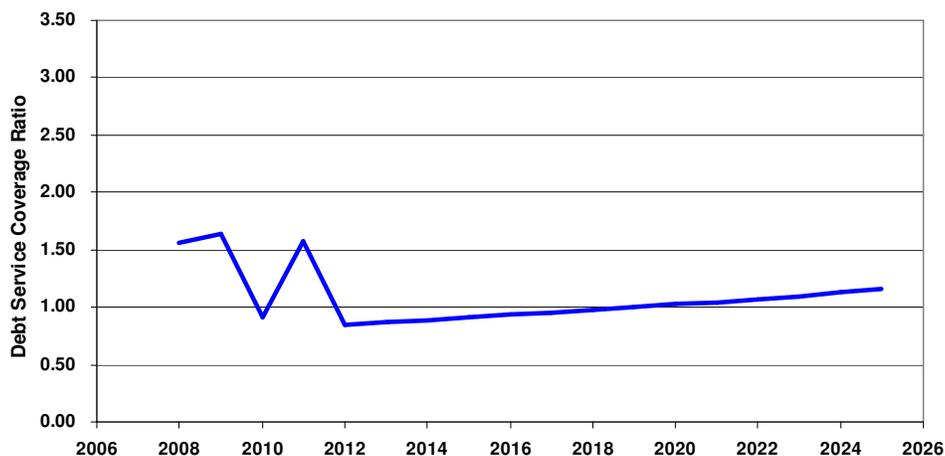
Figure 6-3 Coverage Ratios For Sales at 90% of Customers' Full Avoided Cost



As another sensitivity we added a fourth customer at 40,000 pph average consumption, using existing pricing, results. This slightly improved coverage ratios, but the result still was not acceptable, as shown in Figure 6-1. Increasing volume of steam sales helps little when the contribution margin per lb of steam sold is small, as is the case with the existing steam contract tariffs. Also, this analysis does not take into consideration any cost for

interconnecting with a fourth customer. We understand from MU that connecting SCA, the most promising additional customer, would require expenditures in the neighborhood of \$2.5 million to \$3 million, which would significantly cut into or perhaps eliminate the benefits of adding this customer, even if higher sell prices could be negotiated compared with the existing steam sales tariffs.

Figure 6-4 Result from Adding New Customer at 40,000 pph, No Tariff Change



Revenues must provide more margin relative to variable cost in order for enough money to be left over for fixed cost coverage. The key to recovery is higher rates per unit of steam sold.

6.2.2 Close Steam Plant

If higher sell prices cannot be negotiated, one option would be to shut down the facility. However since the plant does generate some margin above cost, shutdown would result in loss of a long-term cash stream of about \$3M per year (revenues less costs). This is less than the steam utility's long-term debt service obligation, which is projected to exceed \$4M beginning in 2012, but it does represent partial fulfillment of that requirement and might be able to support a revised debt service stream if funds can be raised from other sources to supplement what the steam plant generates. Scrapping the plant and selling the equipment and property would not raise enough funds to make a significant contribution to payoff of the steam utility's debt. The assets have more value as an in-place producer of income than as salvage material.

6.2.3 Facility Sale

As described in Section 5.2, we estimate the value of the steam utility facility to be in the range of \$13M to \$17M, without taking into account possible capex above currently-projected O&M for the facility. Since the steam utility's debt is in the neighborhood of \$39 million, sale at our estimate of market value would not be sufficient to redeem the utility's debt.

7 RECOMMENDED WORKOUT PLAN

We believe the utility cannot continue production over the long term without obtaining an increase in revenues from steam sales, so the principal task of the workout will be to improve the revenue situation. Our calculations indicate there are prices which will be beneficial to customers, in that they'll be lower than the customers' own cost of projection from a gas-fired package boiler, and will be beneficial to MU in enabling it to continue as supplier to those customers. In addition to cost savings relative to self-production, continuing to rely on MU also will provide MU's existing customers, and potentially new customers, advantages in reduction of risk from spikes in the price of natural gas. Natural gas prices historically have been more volatile than coal prices.

A second element of the workout plan will be to implement improvements to operations that can reduce cost, such as improvement in auxiliary steam consumption and modification to operations to avoid consumption of fuel during periods when associated revenues do not cover marginal costs of production.

Thirdly, the workout plan needs to recognize the importance of supply reliability to its customers and assure that its spare parts program is consistent with a high level of reliability.

**DIVISION OF PUBLIC HEALTH
PANDEMIC INFLUENZA CONTRACT AGREEMENT
DPH CONTRACT #15738**

Contract Preamble

This Contract Agreement is entered into for the period **September 1, 2007 through July 31, 2008**, by and between the State of Wisconsin represented by its **Division of Public Health of the Department of Health and Family Services**, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and **Menasha Health Department**, whose principal business address is 140 Main Street, Menasha WI 54952-3190, hereinafter referred to as Contractee.

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

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

I. SERVICES TO BE PROVIDED

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

II. CONTRACT ADMINISTRATION

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

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

III. PAYMENT LIMIT

The Contractor agrees to pay the Contractee in accordance with the terms and conditions of this Contract Agreement, an amount not to exceed **\$9,247.00**. This amount is contingent upon receipt of sufficient funds by the Contractor.

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

IV. PAYMENT PROCESS

1. Payments will be made on a monthly basis. The Contractee will receive one-eleventh (1/11) of the total contract amount each month unless Contractee has failed to maintain quality criteria or proposed progress towards achievement of Contract Agreement objectives as determined by the Contractor. In these situations, the Contractor can make reductions in the monthly payment pursuant to Section XVI.
2. All payments shall be released by the Department on the last business day before the fifth day of the month for municipalities, or the last business day of each month for nonmunicipalities, with the exception that the payment that would normally be released on the last working day of June shall be released instead on the first working day of July. Checks will be mailed to the Contractee's principal business address unless the Contractee requests, in writing, subject to approval, that the Department mail the checks to a different address.

V. PROGRAM REPORTING

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

VI. STATE AND FEDERAL RULES AND REGULATIONS

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

Affirmative Action Plans

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

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

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

Civil Rights Compliance

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

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

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

VII. SUBCONTRACTS

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

VIII. GENERAL PROVISIONS

1. Any payments of monies to the Contractee by the Contractor for services provided under this Contract Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
2. The Contractee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
3. The Contractee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract Agreement without the written consent of the employer of such person or persons and of the Contractor.
4. This Contract Agreement is voidable if the Contractee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Wis. Stats. This disclosure is required to be made to the State of Wisconsin Ethics Board, 44 East Washington Avenue, Suite 601, Madison WI 53703-2800, [Telephone (608) 266-8123].
5. If the Contractee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.
6. The Contractee agrees that funds provided under this Contract Agreement shall be used to supplement or expand the Contractee's current public health service efforts, not to replace or allow for the release of available local (Contractee) funds for alternative uses. If the Contractor determines that local funds supporting public health services or funds under this Agreement have been released for alternative uses (supplanting), the Contractee may be subject to a proportionate reduction in funding under this Agreement in the current or subsequent contract year.

IX. ACCOUNTING REQUIREMENTS

1. For Contract Agreements of twenty-five thousand dollars (\$25,000) or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See DHFS' *Accounting Principles and Allowable Cost Policy Manual*, available upon request from the Contract Administrator or from the Program Evaluation and Audit Section, Office of Strategic Finance, Department of Health and Family Services, One West Wilson Street, PO Box 7850, Madison WI 53707-7850.)
2. For Contract Agreements of less than twenty-five thousand dollars (\$25,000), the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.
3. The Contractee's accounting system shall allow for accounting of total funds included in this Contract Agreement, and document that contract funds were not diverted outside of such set of programs. Diversion outside of the set of programs included in this Agreement will be subject to recoupment.
4. As an innovation involving Federal funds, the Department is in the process of securing Federal agreement to the accounting reforms in this contract. Until such time as the Contractee receives final written notice from the Contractor that the Federal government has waived program specific cost based reporting requirements for all programs in this Contract Agreement, the Contractee shall maintain sufficient information within their accounting records to provide costbased information by program. The Contractee shall provide this information to the Contractor electronically, via the Web-based Grants and Contracts (GAC) application, upon request for statewide reconciliation; however, the Contractor will not request this information unless necessary to support the claiming of Federal funds.
5. If program specific cost information is requested under paragraph 4 above the Contractee shall provide the information within ninety (90) days after the end of the contract period. The Contractor will make the request in writing at least 30 days prior to the specified due date for such information; will limit the breakdown of the information to what is required by the Contractor's funding sources and; will only request the information as of the end of the contract period for the full contract period.
6. The Contractee shall reconcile costs and match to expenses recorded in the Contractee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Contractor upon request. The Contractee shall retain the reconciliation documentation in accordance with the record retention requirement specified in Section XIV.
7. Monthly submittals of expenditure reports on the use of funds within this Contract Agreement are not required for contract payment purposes.
8. Nothing in this Section precludes the Contractee from keeping such information as needed for its internal management purposes.
9. Expenditures of funds from this Contract Agreement must meet the Department's allowable cost definitions as defined in the Department's *Accounting Principles and Allowable Cost Policy Manual*.

X. CHANGES IN ACCOUNTING PERIOD

1. The Contractee's accounting records are maintained on a fiscal year basis, beginning on the date indicated in the CARS Payment Information section of this contract. During the contract period, the accounting period may only be changed with prior written approval from the Contractor. The Contractor may approve a change in accounting period only if the Contractee has a substantial,

verifiable business reason for changing the accounting period and agrees to submit a closeout audit, as defined in section (XII, 8), within 90 days after the first day of the new accounting period.

2. Proof of Internal Revenue Service approval shall be considered verification that the Contractee has a substantial business reason for changing its accounting period.
3. A change in accounting period shall not relieve the Contractee of reporting or audit requirements of this Contract Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

XI. PROPERTY MANAGEMENT REQUIREMENTS

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

XII. AUDIT REQUIREMENTS

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

3. Reporting Package: The Contractee shall submit to the Contractor a reporting package which includes the following:
 - A. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractee.
 - B. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
 - C. Management responses/corrective action plan for each audit issue identified in the audit.
 - D. If program specific cost-based information is needed, the Contractor may require it as part of the reporting package.

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

Attn: Audit staff
 Bureau of Intergovernmental Relations and Contract Management
 Division of Enterprise Services
 Wisconsin Department of Health and Family Services
 P.O. Box 7850
 Madison, WI 53707-7850

5. Access to Auditor's Work Papers: When contracting with an audit firm, the Contractee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

6. Access to Contractee Records: The Contractee shall permit appropriate representatives of the Department and/or the Contractor to have access to the Contractee's records and financial statements as necessary to review Contractee's compliance with the Federal and State requirements for the use of the funding.

7. Failure to Comply with the Requirements of this Section: In the event that the Contractee fails to have an appropriate audit performed or fails to provide a complete audit report to the Contractor within the specified timeframes, in addition to applying one or more of the sanctions available in Section XVI of this contract, the Contractor may:
 - A. Conduct an audit or arrange for an independent audit of the Contractee and charge the cost of completing the audit to the Contractee;
 - B. Charge the Contractee for all loss of Federal or State aid or for penalties assessed to the Contractor because the Contractee did not submit a complete audit report within the required timeframe; and/or
 - C. Disallow the cost of audits that do not meet these standards.

8. Closeout Audits:
 - A. A specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Contractee ceases operations or when the Contractee changes its accounting period (fiscal year). The purpose of the audit is to

closeout the short accounting period. The required closeout audit may be waived by the Contractor upon written request from the Contractee, except when the agreement is terminated for cause. The required closeout audit may not be waived when an agreement is terminated for cause.

- B. The Contractee shall ensure that its auditor contacts the Contractor prior to beginning the audit. The Contractor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Contractor, is the responsibility of the Contractee.
- C. The Contractor may require a closeout audit that meets the audit requirements specified in XII, 2. above. In addition, the Contractor may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
- D. All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

XIII. OTHER ASSURANCES

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

XIV. RECORDS

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

2. The Contractee will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of the Contractor and its authorized agents, and Federal agencies, in order to confirm the Contractee's compliance with the specifications of this Contract Agreement.
3. The Contractee agrees to retain and make available to the Contractor all program and fiscal records in accordance with the retention period specified in paragraph 1 above. Upon the Contractor's request, at the expiration of the Contract Agreement, the Contractee will transfer at no cost to the Contractor, records regarding the individual recipients who received services from the Contractee under this Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.
4. The Contractee and its subcontractors shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide the services under this Contract Agreement.

XV. AGREEMENT REVISIONS AND/OR TERMINATION

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

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

XVI. NON-COMPLIANCE, SANCTIONS AND REMEDIAL MEASURES

1. If the Contractor determines, after notice to the Contractee and opportunity to respond, that the Contractee:
 - Is out of compliance with the program quality criteria as listed in Exhibit I, the Contractor may withhold part or all of the Contractee's funding at a level deemed appropriate by the Contractor as defined in paragraph 3 below.

- Has not attained the negotiated objective(s) as listed in Exhibit II, the Contractee shall refund the amount designated in Exhibit II under *Risk Profile*. Recoupments will be collected during the subsequent contract year via an adjustment (decrease) in the CARS monthly payment. In such case where a Contractee is subject to recoupment and no longer holds a Contract Agreement with the Contractor, the Contractor will issue an invoice to be paid by the Contractee.

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

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

XVII. DISPUTE RESOLUTION

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

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

XVIII. INDEMNITY

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

XIX. SURETY BOND

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

XX. CONDITIONS OF THE PARTIES' OBLIGATIONS

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

XXI. SPECIAL PROVISIONS

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

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

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

4. If at the end of the contract year, the Contractee has attained its contract objectives and is in compliance with the quality criteria, it may retain any unspent funds from this Contract Agreement not expended during the contract year, except for unearned prepayments (advances). However, those funds must be expended in the current contract year or the contract year immediately following and their use must fall within the program boundaries established under this Agreement. These retained funds cannot be diverted outside of the scope of this Agreement, the Local Public Health Department's budget, or used to supplant local public health tax levy levels. These funds shall be retained in a non-lapsing account for the sole use of the Local Public Health Department; these funds may not lapse to the general fund. The Contractee shall report how these funds were utilized, as specified in Section IX.

XXII. CONTRACT RENEWAL OPTIONS

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

XXIII. TIMELY CONTRACT SIGNING

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

Contractee's Authorized Representative

Date

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

Date

CARS PAYMENT INFORMATION

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

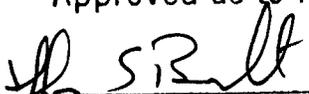
Agency Name Menasha Health Department
Agency Number 256420
Agency Type 860
Contract Period September 1, 2007 through July 31, 2008
Contract Amount \$9,247.00
Agency Fiscal Year January through December

Profile ID# 155193 Pandemic Planning Amount \$9,247.00

DPH Contract # 15738

CFDA #:
Bioterrorism 93.283

Approved as to form

 8-28-07

Jeffrey S. Brandt, City Attorney

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 ~~BROKER DRAFTING THIS OFFER ON~~ 8/14/07 [DATE] IS ~~(AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT)~~ STRIKE TWO

2 **GENERAL PROVISIONS** The Buyer, MICHAEL D. AUSTIN

3 offers to purchase the Property known as [Street Address] 121 RIVER STREET

4 _____ in the CITY of MENASHA, County of WINNEBAGO

5 Wisconsin (Insert additional description, if any, at lines 180 - 186, 317 - 320 or attach as an addendum per line 316), on the following terms:

6 ■ PURCHASE PRICE: THIRTY THOUSAND

7 _____ Dollars (\$ 30,000.00).

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

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: _____

14 _____

15 ■ ITEMS NOT INCLUDED IN THE PURCHASE PRICE: _____

16 _____

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 SEPTEMBER 27, 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: 141 RIVER STREET, 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: (_____) Seller: (_____)

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 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 mortgage~~ or BAY TITLE - APPLETON

44 _____ no later than NOVEMBER 5, 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 _____

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) (_____)

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:
- 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. Adm. 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 docks/piers 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: 121 RIVER STREET MENASHA WINNEBAGO COUNTY WI [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 receive 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 149 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** BUYER DOES NOT NEED FINANCING- CASH PURCHASE
181 BUYER TO PROVIDE TO CITY OF MENASHA REPRESENTATIVE PROOF OF
182 FINANCIAL COMMITMENT OF UP TO ONE HUNDRED FIFTY THOUSAND DOLLARS
183 FOR PURCHASE & REHABILITATION OF PROPERTY WITHIN 10 DAYS OF
184 ACCEPTANCE. BUYER NOT TO MORTGAGE THE PROPERTY UNTIL
185 FINAL BUILDING IS COMPLETE AND OCCUPANCY PERMIT IS
186 GRANTED.

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 reinstate 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: 121 RIVER STREET MENASHA WINNEBAGO COUNTY WI [page 5 of 5, WB-11]

276 OPTIONAL PROVISIONS: THE PROVISIONS ON LINES 278 THROUGH 316 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 - 286 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** BUYER TO WORK WITH COMMUNITY DEVELOPMENT
318 FOR REPAIR + RESTORATION OF PROPERTY, CITY OF MENASHA
319 TO ALLOW UNIT TO BE USED AS A TWO FAMILY UNIT, CITY OF
320 MENASHA TO ALLOW GARAGE TO BE BUILT STREET SIDE TO STREET

321 This Offer was drafted on 8/14/07 [date] by [Licensee and firm]

322 (x) Michael D. Austin MICHAEL D. AUSTIN TO BE PROVIDED PRIOR TO CLOSING 8/14/07
323 Buyer's Signature ▲ Print Name Here: ▶ Social Security No. or FEIN (Optional) ▲ Date ▲

324 (x) _____
325 Buyer's Signature ▲ Print Name Here: ▶ Social Security No. or FEIN (Optional) ▲ 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 (Optional) ▲ Date ▲

333 (x) _____
334 Seller's Signature ▲ Print Name Here: ▶ Social Security No. or FEIN (Optional) ▲ Date ▲

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

336 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
337 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



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

MEMO

TO: Common Council
Mayor Laux

FROM: Jeff Brandt *JB*

SUBJECT: Fox River Environmental Group

DATE: 8/30/07

It is requested that you approve the forwarding of \$12,000 from the sewer fund, account number 312015410301212 to refund our trust account at Davis & Kuelthau. When all members of the group have approved their percentage allotments, an additional \$101,000 will have been approved. The work of Walter Kuhlman, Rick Delacensarie and now William Mulligan has been extremely beneficial in advancing the cleanup of PCBs in the Fox River, as well as minimizing the chance that State and federal agencies or other PRPs will pursue the Neenah-Menasha Sewerage Commission for contribution.

Please contact me if you have any questions.

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 8/17/07-8/30/07 Checks # 13768-13976	\$ 680,408.29
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Payroll Checks for 8/23/07-8/30/07 Checks # 34127-34393	<u>153,788.16</u>
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Total	\$ 834,196.45
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**Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

AMT-Garnishments

Date: Friday, August 17, 2007
 Time: 12:01PM
 User: MGRIESBACH

CITY OF MENASHA
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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01050 ACC PLANNED SERVICE INC	12341	31100	55	06-101-240	2,230.01	MAINTENANCE REPAIRS
	12341DUP	31100	55	06-101-313	500.00	HOUSEKEEPING SUPPLIES
Check Date	8/17/2007	Check Nbr	013768		Check Total:	2,730.01
01160 ALLIANCE ENTERTAINMENT CORP	PJB27944577	31100	55	06-101-314	322.01	LIBRARY MATERIALS
	PJB28005601	31100	55	06-101-314	38.41	LIBRARY MATERIALS
	PJB27880565	31100	55	06-101-314	187.13	LIBRARY MATERIALS
	PJB27938630	31100	55	06-101-314	79.90	LIBRARY MATERIALS
Check Date	8/17/2007	Check Nbr	013769		Check Total:	627.45
01528 AMAZON CREDIT PLAN	834766377043541	31100	55	06-101-314	37.98	LIBRARY MATERIALS
	995063046177718	31100	55	06-101-314	18.99	LIBRARY MATERIALS
	759321784768990	31100	55	06-101-314	25.99	LIBRARY MATERIALS
Check Date	8/17/2007	Check Nbr	013770		Check Total:	82.96
01869 AT&T	608T66150007	31100	55	06-101-314	39.23	LIBRARY MATERIALS
Check Date	8/17/2007	Check Nbr	013771		Check Total:	39.23

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02115 BAKER & TAYLOR INC	2018869563	31100	55	06-101-314	29.09	LIBRARY MATERIALS
	5008045318	31100	55	06-101-314	1,271.23	LIBRARY MATERIALS
	5008088150	31100	55	06-101-314	27.42	LIBRARY MATERIALS
	2018876938	31100	55	06-101-314	568.47	LIBRARY MATERIALS
	2018896937	31100	55	06-101-314	561.85	LIBRARY MATERIALS
	2018922095	31100	55	06-101-314	223.85	LIBRARY MATERIALS
	2018922294	31100	55	06-101-314	331.32	LIBRARY MATERIALS
	2018935063	31100	55	06-101-314	127.04	LIBRARY MATERIALS
	2018960474	31100	55	06-101-314	496.73	LIBRARY MATERIALS
	2018985450	31100	55	06-101-314	280.24	LIBRARY MATERIALS
	2019002326	31100	55	06-101-314	638.72	LIBRARY MATERIALS
	H03430380	31100	55	06-101-314	14.36	LIBRARY MATERIALS
	H03979170	31100	55	06-101-314	20.15	LIBRARY MATERIALS
	H04143700	31100	55	06-101-314	19.43	LIBRARY MATERIALS
	H05070310	31100	55	06-101-314	43.10	LIBRARY MATERIALS
	H05336250	31100	55	06-101-314	42.46	LIBRARY MATERIALS
	H05437680	31100	55	06-101-314	21.59	LIBRARY MATERIALS
	H05867680	31100	55	06-101-314	83.45	LIBRARY MATERIALS
	H05867681	31100	55	06-101-314	63.33	LIBRARY MATERIALS
	Check Date	8/17/2007	Check Nbr	013773	Check Total:	4,863.83

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02635 BOOK WHOLESALERS INC	2930446	31100	55	06-101-314	211.93	LIBRARY MATERIALS
	M101704A	31100	55	06-101-314	124.43	LIBRARY MATERIALS
	2931194	31100	55	06-101-314	109.58	LIBRARY MATERIALS
	2908792	31100	55	06-101-314	116.03	LIBRARY MATERIALS
	2909663	31100	55	06-101-314	70.01	LIBRARY MATERIALS
	2912989	31100	55	06-101-314	138.73	LIBRARY MATERIALS
	2914297	31100	55	06-101-314	316.10	LIBRARY MATERIALS
	2914922	31100	55	06-101-314	102.95	LIBRARY MATERIALS
	2918414	31100	55	06-101-314	56.50	LIBRARY MATERIALS
	2918056	31100	55	06-101-314	93.01	LIBRARY MATERIALS
	2919526	31100	55	06-101-314	67.93	LIBRARY MATERIALS
	2921385	31100	55	06-101-314	85.02	LIBRARY MATERIALS
	2923332	31100	55	06-101-314	118.49	LIBRARY MATERIALS
	2924009	31100	55	06-101-314	325.44	LIBRARY MATERIALS
	2925741	31100	55	06-101-314	108.80	LIBRARY MATERIALS
	M102734A	31100	55	06-101-314	346.85	LIBRARY MATERIALS
	2926658	31100	55	06-101-314	73.07	LIBRARY MATERIALS
	2927707	31100	55	06-101-314	188.20	LIBRARY MATERIALS
	2920496	31100	55	06-101-314	120.48	LIBRARY MATERIALS
	2909664	31100	55	06-101-314	82.37	LIBRARY MATERIALS
	2909665	31100	55	06-101-314	9.69	LIBRARY MATERIALS
	2909666	31100	55	06-101-314	3.93	LIBRARY MATERIALS
	2909667	31100	55	06-101-314	26.21	LIBRARY MATERIALS
	2914923	31100	55	06-101-314	307.28	LIBRARY MATERIALS
	2918415	31100	55	06-101-314	169.50	LIBRARY MATERIALS
	2909663DUP	31100	55	06-101-316	5.94	PROGRAM SUPPLIES
	2924009DUP	31100	55	06-101-316	14.37	PROGRAM SUPPLIES
	Check Date	8/17/2007	Check Nbr	013776	Check Total:	3,392.84
03033 CAESTECKER PUBLIC LIBRARY	08162007	31100	55	06-101-314	16.99	LIBRARY MATERIALS
	Check Date	8/17/2007	Check Nbr	013777	Check Total:	16.99

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
03265 CENTER POINT LARGE PRINT	650734	31100	55	06-101-314	38.34	LIBRARY MATERIALS
Check Date	8/17/2007	Check Nbr	013778		Check Total:	38.34
04195 DEMCO INC	2909234	31100	55	06-101-300	36.23	DEPARTMENT SUPPLIES
Check Date	8/17/2007	Check Nbr	013779		Check Total:	36.23
05188 ENERGY CONTROL & DESIGN INC	0051900-IN	31100	55	06-101-240	862.00	MAINTENANCE AGREEMENT
Check Date	8/17/2007	Check Nbr	013780		Check Total:	862.00
06520 FOX STAMP SIGN & SPECIALTY	141015	31100	55	06-101-310	279.60	OFFICE SUPPLIES
Check Date	8/17/2007	Check Nbr	013781		Check Total:	279.60
07110 GAYLORD BROTHERS INC	1055687	31100	55	06-101-300	317.38	DEPARTMENT SUPPLIES
Check Date	8/17/2007	Check Nbr	013782		Check Total:	317.38
07150 GENERAL BOOK COVERS	70655	31100	55	06-101-300	159.03	DEPARTMENT SUPPLIES
Check Date	8/17/2007	Check Nbr	013783		Check Total:	159.03
09135 INGRAM LIBRARY SERVICES	19879977	31100	55	06-101-314	233.94	LIBRARY MATERIALS
	19924302	31100	55	06-101-314	81.00	LIBRARY MATERIALS
	30211989	31100	55	06-101-314	87.42	LIBRARY MATERIALS
Check Date	8/17/2007	Check Nbr	013784		Check Total:	402.36
11155 KITZ & PFEIL INC	06-27-140068	31100	55	06-101-313	10.22	HOUSEKEEPING SUPPLIES
Check Date	8/17/2007	Check Nbr	013785		Check Total:	10.22
11235 KONE INC	17480298	31100	55	06-101-240	318.63	MAINTENANCE AGREEMENT
Check Date	8/17/2007	Check Nbr	013786		Check Total:	318.63

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13045 MANDERFIELD BAKERY	267583	31100	55	06-101-316	21.75	PROGRAM SUPPLIES
	Check Date 8/17/2007	Check Nbr	013787		Check Total:	21.75
13440 CITY OF MENASHA PUBLIC LIBRAR	08162007	31100	55	06-101-205	300.00	REIMBURSEMENT TO ENDOWMENT
	Check Date 8/17/2007	Check Nbr	013788		Check Total:	300.00
13610 MIDWEST TAPE	1457440	31100	55	06-101-314	116.94	LIBRARY MATERIALS
	1461151	31100	55	06-101-314	149.92	LIBRARY MATERIALS
	Check Date 8/17/2007	Check Nbr	013789		Check Total:	266.86
13675 MINITEX-CPP	44890	31100	55	06-101-300	373.00	DEPARTMENT SUPPLIES
	Check Date 8/17/2007	Check Nbr	013790		Check Total:	373.00
14239 MARINA NELESSEN	08162007	31100	55	06-101-300	25.17	DEPARTMENT SUPPLIES
	Check Date 8/17/2007	Check Nbr	013791		Check Total:	25.17
15045 OFFICE DEPOT	142015104000	31100	55	06-101-300	107.98	DEPARTMENT SUPPLIES
	Check Date 8/17/2007	Check Nbr	013792		Check Total:	107.98
15210 ORIENTAL TRADING CO INC	618160553-01	31100	55	06-101-300	3.95	LIBRARY MATERIALS
	618039219-01	31100	55	06-101-300	74.59	DEPARTMENT SUPPLIES
	Check Date 8/17/2007	Check Nbr	013793		Check Total:	78.54

Date: Friday, August 17, 2007
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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
18094 RANDOM HOUSE INC	1083338164	31100	55	06-101-314	184.00	LIBRARY MATERIALS
	1083364996	31100	55	06-101-314	80.00	LIBRARY MATERIALS
	1083364997	31100	55	06-101-314	104.00	LIBRARY MATERIALS
	1083364998	31100	55	06-101-314	146.40	LIBRARY MATERIALS
	1083394012	31100	55	06-101-314	38.92	LIBRARY MATERIALS
	1083394013	31100	55	06-101-314	176.00	LIBRARY MATERIALS
	1083425689	31100	55	06-101-314	12.00	LIBRARY MATERIALS
	1083429051	31100	55	06-101-314	80.00	LIBRARY MATERIALS
	1083444696	31100	55	06-101-314	144.00	LIBRARY MATERIALS
Check Date	8/17/2007	Check Nbr	013794	Check Total:	965.32	
18115 RECORDED BOOKS INC	3449518	31100	55	06-101-314	80.77	LIBRARY MATERIALS
	Check Date	8/17/2007	Check Nbr	013795	Check Total:	80.77
19140 SCHARPF'S OFFICE PRODUCTS INC	376002DUP	31100	55	06-101-300	35.45	DEPARTMENT SUPPLIES
	376002	31100	55	06-101-310	250.53	OFFICE SUPPLIES
	375482	31100	55	06-101-310	67.90	OFFICE SUPPLIES
Check Date	8/17/2007	Check Nbr	013796	Check Total:	353.88	
20191 THOMSON GALE	15257992	31100	55	06-101-314	38.93	LIBRARY MATERIALS
	Check Date	8/17/2007	Check Nbr	013797	Check Total:	38.93
21053 UNIQUE BOOKS INC	340726	31100	55	06-101-314	296.77	LIBRARY MATERIALS
	340727	31100	55	06-101-314	1,553.84	LIBRARY MATERIALS
	340725	31100	55	06-101-314	1,042.19	LIBRARY MATERIALS
Check Date	8/17/2007	Check Nbr	013798	Check Total:	2,892.80	
21054 UNIQUE MANAGEMENT SERVICES INC	165719	31100	46	04-171-000	223.75	COLLECTION AGENCY FEES
	Check Date	8/17/2007	Check Nbr	013799	Check Total:	223.75

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
21060 UNITED PAPER CORPORATION	53073	31100	55	06-101-313	104.70	HOUSEKEEPING SUPPLIES
	Check Date 8/17/2007	Check Nbr 013800			Check Total: 104.70	
23293 WINNEFOX LIBRARY SYSTEM	2703	31100	55	06-101-314	28.25	LIBRARY MATERIALS
	Check Date 8/17/2007	Check Nbr 013801			Check Total: 28.25	
23430 WISCONSIN LIBRARY ASSOCIATION	08162007	31100	55	06-101-332	160.00	REGISTRATION FEES
	08172007	31100	55	06-101-332	120.00	REGISTRATION FEES
	08182007	31100	55	06-101-332	150.00	REGISTRATION FEES
	08132007	31100	55	06-101-333	30.00	MEALS EXPENSE
	08142007	31100	55	06-101-333	45.00	MEALS EXPENSE
	08152007	31100	55	06-101-333	16.00	MEALS EXPENSE
	Check Date 8/17/2007	Check Nbr 013802			Check Total: 521.00	
Grand Total:					20,559.80	

Date: Tuesday, August 21, 2007
 Time: 01:18PM
 User: MGRIESBACH

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
03315 CHAMP SOFTWARE INC	3046	31100	51	04-109-243	-3,903.00	MEDICAL CHARTING SOFTWARE
	Check Date 8/21/2007	Check Nbr	012155		Check Total:	-3,903.00
05250 EVANS TITLE &	081407	31263	56	03-207-701	11,154.75	HOME FUNDS
	Check Date 8/21/2007	Check Nbr	013803		Check Total:	11,154.75
	14841	31263	56	03-207-701	12,000.00	HOME PROGRAM
	Check Date 8/21/2007	Check Nbr	013804		Check Total:	12,000.00
	14840	31263	56	03-207-701	12,000.00	HOME PROGRAM
	Check Date 8/21/2007	Check Nbr	013805		Check Total:	12,000.00
Grand Total:					31,251.75	

Date: Thursday, August 23, 2007
 Time: 09:54AM
 User: MGRIESBACH

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01210 AFFINITY OCCUPATIONAL HEALTH	209981	31100	51	02-105-216	5.00	CONSORTIUM MEMBER CHARGE
	208699	31100	51	02-105-215	13.00	AUDIOGRAM
	Check Date 8/23/2007	Check Nbr	013806		Check Total:	18.00
01315 AIRGAS NORTH CENTRAL	105822312	31731	54	10-149-300	94.81	ACETYLENE/OXYGEN CYLINDERS
	105853691	31731	54	10-149-242	53.01	ACETYLENE/ARGON/OXYGEN CYL
	105853690	31100	55	07-202-204	26.04	ACETYLENE/ARGON/OXYGEN CYL
	Check Date 8/23/2007	Check Nbr	013807		Check Total:	173.86
01465 ALL-SPORT TROPHY	38124	31100	55	07-203-310	150.00	POOL NAME TAGS
	Check Date 8/23/2007	Check Nbr	013808		Check Total:	150.00
01775 CITY OF APPLETON	082107	31100	55	07-203-310	103.16	POOL CPR INSTRUCTION/CARDS
	Check Date 8/23/2007	Check Nbr	013809		Check Total:	103.16
07182 APWA-WISCONSIN CHAPTER	082007	31100	54	10-124-300	100.00	ANNUAL SNOWPLOW ROADEO
	Check Date 8/23/2007	Check Nbr	013837		Check Total:	100.00
01850 ASSESSMENT TECHNOLOGIES LLC	1518	31100	51	04-107-214	137.50	PROGRAMMING
	Check Date 8/23/2007	Check Nbr	013811		Check Total:	137.50
01842 ASSOCIATED APPRAISAL	5295	31100	51	04-107-219	4,708.33	PROFESSIONAL SERVICES
	5295	31100	51	04-107-310	14.82	POSTAGE/SUPPLIES/ENV/PHONE/FAX
	Check Date 8/23/2007	Check Nbr	013810		Check Total:	4,723.15
01920 AVASTONE TECHNOLOGIES LLC	56776-A	31100	51	04-107-214	382.50	MODIFY MARKET DRIVE
	Check Date 8/23/2007	Check Nbr	013812		Check Total:	382.50
05145 ALAN AVERY	081107	31100	55	07-201-203	778.00	GRUNSKI TIMING SERVICES
	Check Date 8/23/2007	Check Nbr	013827		Check Total:	778.00

Date: Thursday, August 23, 2007
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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02010 B-BEST INC	082007	31100	21	04-269-000	490.80	TRIP ENTERTAINMENT
	Check Date 8/23/2007	Check Nbr	013813		Check Total: 490.80	
02040 BADGER HIGHWAYS CO INC	136882	31100	54	10-122-300	2,100.59	HOTMIX ASPHALT
	Check Date 8/23/2007	Check Nbr	013814		Check Total: 2,100.59	
02220 BATTERIES PLUS-502	502-209881	31100	54	10-111-300	6.16	LANTERN SPRING
	Check Date 8/23/2007	Check Nbr	013815		Check Total: 6.16	
02260 BAYCOM INC	203503	31100	52	08-101-243	103.00	REPAIR MIC CORD
	Check Date 8/23/2007	Check Nbr	013816		Check Total: 103.00	
02410 BERGSTROM	FOCS103725	31100	52	08-101-295	238.23	REPAIR
	97133	31731	54	10-149-383	89.35	SWITCH
	209535-1	31731	54	10-149-383	68.12	HOSES
	Check Date 8/23/2007	Check Nbr	013817		Check Total: 395.70	
02750 BRICK & SUPPLY COMPANY	131118	31100	54	10-134-300	326.55	WESTERN MORTAR
	Check Date 8/23/2007	Check Nbr	013818		Check Total: 326.55	
02796 BUBRICK'S	51508	31100	52	08-101-310	348.79	OFFICE SUPPLIES
	Check Date 8/23/2007	Check Nbr	013819		Check Total: 348.79	
03315 CHAMP SOFTWARE INC	3046	31100	51	04-109-243	3,903.00	MEDICAL CHARTING SOFTWARE
	Check Date 8/23/2007	Check Nbr	013820		Check Total: 3,903.00	
03525 COALITION OF WISCONSIN AGING	082007	31100	53	09-212-320	25.00	MEMBERSHIP RENEWAL
	Check Date 8/23/2007	Check Nbr	013822		Check Total: 25.00	

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03842 CULLIGAN WATERCARE SERVICES	598016	31100	55	07-203-310	78.00	BOTTLED WATER/POOL
	599845	31100	55	07-203-310	19.50	BOTTLED WATER/POOL
	Check Date 8/23/2007	Check Nbr	013823		Check Total:	97.50
04305 DIVERSIFIED RISK INSURANCE	082107	31733	21	04-229-000	2,813.77	JAZZ CORNER SOCIETY EVENT
		Check Date 8/23/2007	Check Nbr	013824	Check Total:	2,813.77
04360 DORNER INC	2006-08(6)	31485	21	04-205-000	-440.66	NATURE'S WAY
	2006-08(6)	31485	54	10-121-822	14,035.89	NATURE'S WAY
	2006-08(6)	31485	54	10-134-822	3,590.55	NATURE'S WAY
	Check Date 8/23/2007	Check Nbr	013825	Check Total:	17,185.78	
05110 ELECTRIC CITY PRINTING	15643	31100	55	07-201-300	63.70	GRUNSKI SUPPLIES
	Check Date 8/23/2007	Check Nbr	013826	Check Total:	63.70	
06015 FABCO RENTS	117760	31100	55	07-202-295	925.00	LIFT RENTAL/CHANGE LIGHTS
	Check Date 8/23/2007	Check Nbr	013828	Check Total:	925.00	
06050 FAITH TECHNOLOGIES INC	311612	31100	55	10-215-822	1,243.50	RELOCATION OF SOUTH CAMERA
	309932RT	31100	55	10-215-822	7,774.40	RELOCATION OF SOUTH CAMERA
	Check Date 8/23/2007	Check Nbr	013829	Check Total:	9,017.90	
06450 FOX CITIES MAGAZINE	00014936	31100	56	03-202-291	100.00	CITY GUIDE ORDER
	Check Date 8/23/2007	Check Nbr	013830	Check Total:	100.00	
06520 FOX STAMP SIGN & SPECIALTY	141084	31100	55	07-203-310	25.60	RUBBER STAMP
	Check Date 8/23/2007	Check Nbr	013831	Check Total:	25.60	
06565 FOX VALLEY HUMANE ASSOCIATION	081307	31100	53	08-115-250	1,156.83	JULY 2007/28 ANIMALS HANDLED
	Check Date 8/23/2007	Check Nbr	013832	Check Total:	1,156.83	

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06625 FOX VALLEY TRUCK	25850	31741	19	04-530-000	34,264.00	CHASSIS/CAB
	Check Date 8/23/2007	Check Nbr	013833		Check Total: 34,264.00	
06680 FRONTLINE UNIFORM	1684	31100	52	08-109-300	37.00	SEWING/UNIFORM
	1736	31100	52	08-109-300	37.00	SEWING/UNIFORM
	Check Date 8/23/2007	Check Nbr	013834		Check Total: 74.00	
06705 FUNTIME ENTERPRISES	10044	31100	55	07-201-205	40.00	GAME RENTALS/CITY CARNIVAL
	Check Date 8/23/2007	Check Nbr	013835		Check Total: 40.00	
07080 GANNETT WISCONSIN NEWSPAPERS	0002886648	31100	51	04-101-292	2,403.02	LEGALS
	0002886648	31100	55	07-201-293	524.88	GRUNSKI RUNSKI AD
	Check Date 8/23/2007	Check Nbr	013836		Check Total: 2,927.90	
07580 GUNDERSON UNIFORM & LINEN RENT	1214258	31100	51	10-115-201	14.29	MAT/MOP/BRUSH SERVICE
	1214258	31100	53	09-212-313	3.19	MAT/MOP/BRUSH SERVICE
	1214258	31100	55	07-202-313	3.19	MAT/MOP/BRUSH SERVICE
	1214257	31100	52	08-101-313	29.95	TOWEL/MAT SERVICE
	Check Date 8/23/2007	Check Nbr	013838		Check Total: 50.62	
08190 HAWKINS INC	1093943RI	31100	55	07-202-300	582.36	POOL CHEMICALS
	1095652RI	31100	55	07-203-300	395.46	VALVES/CHEMICALS/LABOR
	Check Date 8/23/2007	Check Nbr	013839		Check Total: 977.82	
08200 HEALTH CARE EDUCATION &	082307	31100	53	09-102-332	20.00	REGISTRATION FEE
	Check Date 8/23/2007	Check Nbr	013840		Check Total: 20.00	
08505 HORST DISTRIBUTING INC	407660	31100	55	07-202-300	194.75	ATHLETIC PAINT-WHITE
	Check Date 8/23/2007	Check Nbr	013841		Check Total: 194.75	

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09210 INTELICAM CUSTOM PRODUCTS COR	707337	31100	55	07-201-300	279.06	GRUNSKI ILLUSTRATION
	Check Date 8/23/2007	Check Nbr	013842		Check Total:	279.06
09270 INTERNATIONAL TRANSLATORS	LC-2-15322	31100	53	09-102-215	35.00	TRANSLATION
	Check Date 8/23/2007	Check Nbr	013843		Check Total:	35.00
09290 INTERSTATE BATTERY OF GREEN BA	90039188	31731	54	10-149-383	75.95	STOCK
	Check Date 8/23/2007	Check Nbr	013844		Check Total:	75.95
11335 KUBIAK SWIMMING POOLS INC	8124	31100	55	07-202-244	3.70	O RING FOR MIRON FOUNTAIN
	Check Date 8/23/2007	Check Nbr	013845		Check Total:	3.70
12092 LAKE PARK VILLAS HOMEOWNERS	073007	31482	54	10-143-223	29.69	ELECTRIC
	073007	31482	55	07-202-216	3,898.00	WEED CUTTING
	073007	31482	55	07-202-223	1,259.91	ELECTRIC
	073007	31482	55	07-202-300	57.91	GRISHABER EXPENSE REPORT
	073007	31482	56	03-501-514	580.80	MCCLONE INSURANCE GROUP
	Check Date 8/23/2007	Check Nbr	013846		Check Total:	5,826.31
12185 LANSER HOLDINGS LLC	082107	31100	41	04-309-000	500.60	INTEREST PAYBACK CHECK IN NY
	Check Date 8/23/2007	Check Nbr	013848		Check Total:	500.60
12175 JERRY LARIDAEN	081707	31827	53	09-212-205	75.00	ENTERTAINMENT/SEPT 11 PARTY
	Check Date 8/23/2007	Check Nbr	013847		Check Total:	75.00
12270 LEAGUE OF WISCONSIN MUNICIPALI	082007	31100	51	01-102-332	210.00	ANNUAL CONFERENCE/LAUX
	Check Date 8/23/2007	Check Nbr	013849		Check Total:	210.00

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12375 LEVENHAGEN CORPORATION	59899	31207	55	07-205-381	3,936.86	LEAD FREE GAS
	59900	31207	55	07-205-381	1,682.05	LEAD FREE GASOLINE
	60304	31207	55	07-205-381	4,070.94	LEAD FREE GASOLINE
	Check Date 8/23/2007	Check Nbr	013850		Check Total:	9,689.85
13120 MARTENSON & EISELE INC	41838	31100	54	10-134-212	508.00	STORM WATER UTILITY
		Check Date 8/23/2007	Check Nbr	013851	Check Total:	508.00
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	2,007.00	
		Check Date 8/23/2007	Check Nbr	013852	Check Total:	2,007.00
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	248.00	
		Check Date 8/23/2007	Check Nbr	013853	Check Total:	248.00
13400 MENASHA JOINT SCHOOL DISTRICT	081507	31100	41	04-103-000	6,094.26	AUGUST MOBILE HOME TAX
		Check Date 8/23/2007	Check Nbr	013854	Check Total:	6,094.26
13425 CITY OF MENASHA POLICE DEPT	082007	31100	52	08-101-300	112.47	SUPPLIES
	082007	31100	52	08-101-333	24.04	MEETINGS/SCHOOL
		Check Date 8/23/2007	Check Nbr	013855	Check Total:	136.51
13430 TOWN OF MENASHA POLICE DEPT	081707	31100	21	04-229-000	252.80	BOND
		Check Date 8/23/2007	Check Nbr	013856	Check Total:	252.80
13435 MENASHA POSTMASTER	082007	31100	55	07-201-311	1,452.89	FALL/WINTER PROGRAM MAILING
		Check Date 8/23/2007	Check Nbr	013857	Check Total:	1,452.89
13445 MENASHA PUBLIC WORKS FACILITY	081607	31100	54	10-502-311	41.00	POSTAGE
	081607	31100	55	07-202-240	8.99	CABLE
		Check Date 8/23/2007	Check Nbr	013858	Check Total:	49.99

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13455 CITY OF MENASHA SENIOR CENTER	082107	31100	21	04-289-000	5.93	CRAFT SUPPLIES
	082107	31827	53	09-212-300	51.51	JULY PARTY/SR GAMES/BRAT FRY
	Check Date 8/23/2007	Check Nbr	013859		Check Total:	57.44
13550 MICHELS MATERIALS	185153	31485	56	03-202-822	154.77	NATURE'S WAY/TERRACE RECONSTRU
	Check Date 8/23/2007	Check Nbr	013860		Check Total:	154.77
13723 MODERN DAIRY INC	148797	31100	55	07-203-317	87.26	POOL CONCESSIONS
	148959	31100	55	07-203-317	317.48	POOL CONCESSIONS
	149248	31100	55	07-203-317	113.65	POOL CONCESSIONS
	149204	31100	55	07-203-317	15.00	POOL CONCESSIONS
	Check Date 8/23/2007	Check Nbr	013861		Check Total:	533.39
13755 MORTON SAFETY	182604	31731	54	10-149-215	83.94	MEDICAL SUPPLIES
	182605	31100	55	07-202-215	28.31	FIRST AID KIT
	204378	31731	54	10-149-300	252.30	GATORADE
	Check Date 8/23/2007	Check Nbr	013862		Check Total:	364.55
13795 MOUNTAIN STONE WORKS	68862	31100	55	07-202-300	1,031.15	FIELDSTONE FOR SMITH PARK
	68846	31100	55	07-202-300	1,069.65	FIELDSTONE FOR SMITH PARK
	Check Date 8/23/2007	Check Nbr	013863		Check Total:	2,100.80
14155 NAUT'S LANDING	159	31100	55	07-203-300	49.14	POOL STAFF LUNCH APPRECIATION
	Check Date 8/23/2007	Check Nbr	013864		Check Total:	49.14

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14215 NEENAH-MENASHA MUNICIPAL COURT	081707	31100	21	04-229-000	119.00	BOND
	081707	31100	21	04-229-000	119.00	BOND
	081707	31100	21	04-229-000	391.80	BOND
	081707	31100	21	04-229-000	308.00	BOND
	081707	31100	21	04-229-000	156.80	BOND
	081707	31100	21	04-229-000	119.00	BOND
	082007	31100	21	04-229-000	182.00	BOND
	082007	31100	21	04-229-000	119.00	BOND
Check Date	8/23/2007	Check Nbr	013865		Check Total:	1,514.60
15080 OFFICEMAX CONTRACT INC	279090	31100	53	09-102-310	50.96	OFFICE SUPPLIES
	449794	31100	51	10-115-310	585.00	COPY PAPER
	Check Date	8/23/2007	Check Nbr	013866	Check Total:	635.96

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03405 ONE COMMUNICATIONS	082007	31100	12	04-399-000	17.86	BUILD INSPECT
	082007	31100	12	04-399-000	420.51	UTILITIES
	082007	31207	12	04-399-000	28.54	MARINA
	082007	31100	51	01-102-221	15.52	MAYOR
	082007	31100	51	02-103-221	12.56	ATTORNEY
	082007	31100	51	02-104-221	20.10	CLERK
	082007	31100	51	02-105-221	24.16	PERSONNEL
	082007	31100	51	04-106-221	47.12	FINANCE
	082007	31100	51	04-107-221	5.35	ASSESSOR
	082007	31100	51	04-109-221	27.93	IT
	082007	31100	51	10-115-221	70.25	CITY HALL
	082007	31100	52	05-701-221	64.20	EOC
	082007	31100	52	08-101-221	358.47	POLICE
	082007	31100	53	09-102-221	91.08	HEALTH
	082007	31100	53	09-212-221	30.09	SENIOR
	082007	31100	54	10-111-221	66.47	ENGINEERING
	082007	31100	54	10-131-221	6.84	SIGN
	082007	31731	54	10-149-221	40.68	GARAGE
	082007	31100	55	06-101-221	165.00	LIBBRARY
	082007	31100	55	07-201-221	16.77	RECREATION
	082007	31100	55	07-202-221	75.54	PARKS
	082007	31100	55	07-203-221	56.34	POOL
082007	31100	55	10-215-221	38.39	BRIDGE	
082007	31100	56	03-202-221	26.13	COM DEV	
Check Date 8/23/2007 Check Nbr 013821					Check Total: 1,725.90	
15238 OSHKOSH FIRE & POLICE EQPT INC	122651	31100	52	08-101-315	25.00	REPLACEMENT BATTER
Check Date 8/23/2007 Check Nbr 013868					Check Total: 25.00	

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16025 PACKER CITY INTERNATIONAL	3272110076	31731	54	10-149-383	194.86	AIR FILT/BLADE/LUBEFILT
	3272120094	31731	54	10-149-383	12.31	F W SEPR
	Check Date 8/23/2007	Check Nbr	013869		Check Total:	207.17
16190 PEPSIAMERICAS	7220221232	31100	55	07-203-317	377.00	POOL CONCESSIONS
	7220221233	31100	55	07-203-317	-140.00	RETURNS
	7220221234	31100	55	07-203-317	-28.00	RETURNS
	7220221235	31100	55	07-203-317	-50.00	EMPTYIES
	7220322606	31100	55	07-203-317	-18.00	EMPTYIES
	Check Date 8/23/2007	Check Nbr	013870		Check Total:	141.00
16300 PIGGLY WIGGLY #24	3354	31100	53	09-118-300	23.47	EMERGENCY PREPAREDNESS
	Check Date 8/23/2007	Check Nbr	013871		Check Total:	23.47
18200 REINDERS INC	839394-00	31100	55	07-202-300	125.76	HERBICIDE
	1167983-00	31731	54	10-149-383	87.85	V BELT HEX
	1167626-00	31731	54	10-149-383	15.33	GAS CAP
	Check Date 8/23/2007	Check Nbr	013872		Check Total:	228.94
19080 SAM'S CLUB	080807	31100	55	07-201-300	219.58	REC CARNIVAL
	080807	31100	55	07-203-317	1,595.94	POOL CONCESSIONS
	080807	31100	55	07-203-320	110.25	
	Check Date 8/23/2007	Check Nbr	013873		Check Total:	1,925.77
19130 DIANE SCHABACH	081607	31207	55	07-205-300	345.68	OFFICE SUPPLIES
	081607	31207	55	07-205-313	16.77	SHOWER CURTAIN/SPIDER SPRAY
	081607	31207	55	07-205-320	32.60	WTS/MEASURES TESTS
	Check Date 8/23/2007	Check Nbr	013874		Check Total:	395.05

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19150 SCHENCK BUSINESS SOLUTIONS	210852	31100	51	04-109-214	366.51	PROFESSIONAL SERVICES JUNE
	Check Date 8/23/2007	Check Nbr	013875		Check Total:	366.51
19380 SHOPKO STORES INC	51496	31100	52	08-101-300	46.95	MICRO CASS/PORTFOLIO
	Check Date 8/23/2007	Check Nbr	013876		Check Total:	46.95
19410 SKID & PALLET	020534	31100	55	07-202-300	210.00	LANDSCAPE MULCH
	Check Date 8/23/2007	Check Nbr	013877		Check Total:	210.00
19707 THOMAS STOFFEL	081507	31100	51	04-106-331	41.23	MILEAGE
	Check Date 8/23/2007	Check Nbr	013878		Check Total:	41.23
19787 SWIDERSKI EQUIPMENT INC	010063	31731	54	10-149-383	408.07	FILTERS/ELEMENT
	Check Date 8/23/2007	Check Nbr	013879		Check Total:	408.07
20095 TENANT RESOURCE CENTER	082007	31100	52	08-101-322	46.00	APARTMENT MANAGEMENT BOOK
	Check Date 8/23/2007	Check Nbr	013880		Check Total:	46.00
20315 TRADER PLUMBING	31253	31100	55	07-202-243	105.13	MIRON FOUNTAIN REPAIR
	31371	31100	55	07-203-240	2,851.80	POOL/SHOWER PARTS
	Check Date 8/23/2007	Check Nbr	013881		Check Total:	2,956.93
20325 TRAFFIC & PARKING CONTROL CO	276370	31100	54	10-131-300	374.27	REPLACE TRAFFIC SIGNAL BOXES
	Check Date 8/23/2007	Check Nbr	013882		Check Total:	374.27
21045 UNIFIRST CORPORATION	0970017500	31731	54	10-149-201	77.36	MAT/MOP/CLOTHING SERVICE
	Check Date 8/23/2007	Check Nbr	013883		Check Total:	77.36

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21060 UNITED PAPER CORPORATION	53442	31100	13	04-106-000	3,186.52	KLEENEX/TOILET PAPER/ TOWELS
	Check Date 8/23/2007	Check Nbr	013884		Check Total:	3,186.52
21226 US OIL CO INC	576848	31100	13	04-103-000	3.00	FEDERAL LUST TAX
	576850	31100	13	04-103-000	5.00	FEDERAL LUST TAX
	Check Date 8/23/2007	Check Nbr	013885		Check Total:	8.00
	L31772	31731	54	10-149-242	12.00	SAMPLE
	5306	31100	52	08-101-295	10.58	CYCLE GAS
	5349	31100	52	08-101-295	9.11	CYCLE GAS
	9855	31100	52	08-101-295	9.46	CYCLE GAS
	Check Date 8/23/2007	Check Nbr	013886		Check Total:	41.15
22045 VALLEY CAMERA	22132	31100	52	08-101-300	6.50	FILM PROCESSING
	22202	31100	52	08-101-300	18.50	FILM PROCESSING
	Check Date 8/23/2007	Check Nbr	013887		Check Total:	25.00
15190 VEOLIA ENVIRONMENTAL SERVICES	B4168603	31100	12	04-399-000	71.07	BROAD ST RECYCLING
	Check Date 8/23/2007	Check Nbr	013867		Check Total:	71.07
22430 VISION INSURANCE PLAN OF AMERI	51084	31100	21	04-619-005	1,118.20	EMPLOYEES
	Check Date 8/23/2007	Check Nbr	013888		Check Total:	1,118.20

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23152 WE ENERGIES	082007	31100	12	04-399-000	40.70	N-M FIRE
	082007	31100	51	10-115-224	98.41	CITY HALL
	082007	31100	52	08-101-224	56.20	POLICE
	082007	31100	53	09-212-224	21.50	SENIOR CENTER
	082007	31731	54	10-149-224	28.85	GARAGE
	082007	31100	55	06-101-224	76.89	LIBRARY
	082007	31100	55	07-202-224	-85.05	PARKS
	082007	31100	55	07-203-224	6,335.44	POOL
	082007	31207	55	07-205-224	78.26	MARINA
Check Date	8/23/2007	Check Nbr	013889		Check Total:	6,651.20
23160 WERNER ELECTRIC SUPPLY CO	S2220573.001	31100	55	07-202-315	249.95	ELECTRICAL TESTER
	Check Date	8/23/2007	Check Nbr	013890		Check Total:
23180 WG INC	270695	31100	55	07-201-300	10.00	RELETTER SIGNS/OTTO GRUNSKI
	Check Date	8/23/2007	Check Nbr	013891		Check Total:
23270 WINNEBAGO CO REGISTER OF DEEDS	RD100110	31263	56	03-207-216	26.00	DEEDS
	Check Date	8/23/2007	Check Nbr	013893		Check Total:
23250 WINNEBAGO COUNTY CLERK OF COUR	081707	31100	21	04-229-000	285.00	BOND
	081707	31100	21	04-229-000	150.00	BOND
	082007	31100	21	04-229-000	500.00	BOND
	Check Date	8/23/2007	Check Nbr	013892		Check Total:

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23275 WINNEBAGO COUNTY TREASURER	081307	31100	21	04-301-000	241.66	TAX COLLECTION-WINNEBAGO CO
	081307	31100	21	04-309-000	8.38	TAX COLLECTION-STATE OF WIS
	LF112234	31100	54	10-304-250	8,043.85	LANDFILL FACILITY
	LF112234	31100	54	10-305-216	2,246.61	LANDFILL FACILITY
	LF112234	31266	54	10-307-216	1,837.30	LANDFILL FACILITY
		31100	21	04-301-000	-241.66	VOID CHECK 13704
		31100	21	04-309-000	-8.38	VOID CHECK 13704
Check Date 8/23/2007 Check Nbr 013894					Check Total: 12,127.76	
23358 WISCONSIN DEPARTMENT OF COMM	151231	31100	55	07-202-240	35.00	PERMIT TO OPERATE/MEMORIAL BLG
	Check Date 8/23/2007 Check Nbr 013895					Check Total: 35.00
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
	Check Date 8/23/2007 Check Nbr 013896					Check Total: 574.71
26350 ZEP MANUFACTURING CO	30304684	31731	54	10-149-300	98.96	CLEANING ZEP
	Check Date 8/23/2007 Check Nbr 013897					Check Total: 98.96
Grand Total:					151,414.64	

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01050 ACC PLANNED SERVICE INC	12364	31100	51	10-115-240	207.45	PLATE MTD/TRANSFORMER/FUSE
	12319	31100	52	05-201-240	30.00	REPAIR AIR/STATION 35
	12319	31100	52	08-101-240	35.00	REPAIR AIR/STATION 35
Check Date	8/30/2007	Check Nbr	013901		Check Total:	272.45
01060 ACCURATE ALIGNMENT INC	7013626	31731	54	10-149-294	467.78	SERVICE TO VEHICLE/PARTS
	Check Date	8/30/2007	Check Nbr	013902		Check Total:
01465 ALL-SPORT TROPHY	38354	31100	55	07-201-300	97.50	TENNIS AWARDS
	Check Date	8/30/2007	Check Nbr	013903		Check Total:
01630 AMERICAN RED CROSS OF NEENAH-	18078	31100	55	07-203-310	15.00	LESSON MATERIALS
	Check Date	8/30/2007	Check Nbr	013904		Check Total:
01675 AMT		31100	21	04-299-022	150.00	
	Check Date	8/30/2007	Check Nbr	013905		Check Total:
02040 BADGER HIGHWAYS CO INC	137079	31100	54	10-121-300	239.02	HOTMIX ASPHALT
	137132	31100	54	10-121-300	45.14	HOTMIX ASPHALT
	137132	31100	54	10-122-300	1,583.60	HOTMIX ASPHALT
Check Date	8/30/2007	Check Nbr	013906		Check Total:	1,867.76
02050 BADGER LAB & ENGINEERING INC	INV000030952	31201	54	10-301-212	252.00	UTILITIES WASTEWATER SAMPLING
	Check Date	8/30/2007	Check Nbr	013907		Check Total:
02345 JESSICA BECKENDORF		31100	56	03-202-331	165.63	MILEAGE
		31100	56	03-202-333	21.00	MEALS
	Check Date	8/30/2007	Check Nbr	013908		Check Total:

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02624 BOMSKI CONSTRUCTION &		31278	53	09-116-701	3,725.00	LHR PROGRAM
		31278	53	09-116-701	1,955.00	LHR PROGRAM
	Check Date 8/30/2007	Check Nbr	013909		Check Total: 5,680.00	
03585 COMMUNITY HOUSING COORDINATOR	89	31261	56	03-207-216	5,000.00	NATURES WAY PROGRAM
	88	31100	56	03-202-216	1,600.00	AUGUST HOUSING PLAN
	90	31278	53	09-116-216	1,656.60	ADMIN OF LHP PROGRAM
	Check Date 8/30/2007	Check Nbr	013910		Check Total: 8,256.60	
04135 DAVIS & KUELTHAU SC	282547	31100	51	02-103-211	470.00	WISCO ENTERPRISES
	282547	31100	51	02-105-211	180.00	WISCO ENTERPRISES
	Check Date 8/30/2007	Check Nbr	013911		Check Total: 650.00	
04275 DIGICORPORATION	50199	31100	13	04-113-000	-67.93	REDUCE INVENTORY
	50199	31100	56	03-202-291	184.93	COMM DEV/ENVELOPES/LETTERHEAD
	50228	31100	13	04-113-000	-13.16	REDUCE INVENTORY
	50228	31100	51	04-101-291	50.58	TAYLOR BUSINESS CARDS
	50228	31100	56	03-202-291	50.58	BECKENDORF BUSINESS CARDS
	Check Date 8/30/2007	Check Nbr	013912		Check Total: 205.00	

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05100 ELAN CARDMEMBER SERVICE		31100	13	04-106-000	128.43	DISINFECTANT WIPES
		31100	48	04-319-000	34.58	SHIPPING TO E-BAY BUYER
		31100	51	01-102-333	62.00	HOTEL CHEQUAMEGON
		31100	51	02-104-310	9.99	BLANK DVD/COUNCIL MTG RECORD
		31100	51	02-105-310	102.50	ENVELOPES PAYROLL/PERSONNEL
		31100	51	04-106-310	47.75	FINANCE RECEIPT ROLL PAPER
		31100	51	04-109-315	4.46	DATA TRANSFER CABLE FOR MAYOR
		31100	51	04-109-315	3,727.66	SQL SERVER/GOVERN,CHAMP,SAFARI
		31100	51	04-109-315	27.99	BATTERY HEALTH INSP/PRINTER
		31100	51	04-109-338	14.00	LUNCH OPEN RECORDS MTG/DELLS
		31100	51	10-115-310	85.16	TONER FOR CITY HALL
		31100	51	10-115-310	224.99	TONER FOR CITY HALL
		31100	52	08-101-193	177.95	STREICHERS INC
		31100	52	08-101-300	475.94	ARMOR HOLDINGS FORENSICS
		31100	52	08-101-300	90.11	SIRCHIE FINGER PRINT
		31100	52	08-101-300	67.24	ARMOR HOLDINGS FORENSIC
		31100	52	08-101-300	64.90	DASH MEDICAL GLOVES
		31100	52	08-101-300	144.00	WI DEPT ADM DOC SALE
		31100	52	08-101-310	114.98	TONER FOR PD
		31100	52	08-101-310	118.84	TONER FOR PD
		31100	52	08-101-313	139.34	GARBAGE DISPOSAL BAGS
		31100	52	08-101-320	5.40	AMAZON PAYMENTS
		31100	52	08-101-333	719.24	WESTIN O'HARE HOTEL
		31100	52	08-101-333	525.50	ORBITZ.COM
		31100	52	08-101-333	236.00	SUPER 8 MOTELS/SHAWANO
		31100	52	08-101-337	300.00	TI TASER INTERNATIONAL
		31100	52	08-101-338	8.75	SUBWAY/SHAWANO
		31100	52	08-101-338	10.12	PONDEROSA/SHAWANO
		31100	52	08-101-338	15.00	LUIGIS PASTA & PIZZA/SHAWANO
		31100	52	08-101-338	6.75	EMPEROR'S BUFFET/SHAWANO
		31100	52	08-101-338	5.16	HARDEE'S/SHAWANO
		31100	52	08-101-338	7.25	MENOMINEE CASINO RESTAURANT
		31100	52	08-101-338	12.50	YESTERDAYS DINER/SHAWANO

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		31100	52	08-101-338	5.54	LUIGIS PASTA & PIZZA/SHAWANO
		31100	53	09-118-300	35.00	INFLUENZA MATERIALS
		31100	55	06-101-300	41.98	KOHL'S/NEENAH
		31100	55	06-101-310	42.75	LIBRARY/RECEIPT ROLL PAPER
		31100	55	06-101-310	23.71	TONER FOR LIBRARY
		31100	55	06-101-316	37.19	COPPS FOOD CENTER/APPLETON
		31100	55	07-201-338	62.08	PERKINS/REC STAFF MTG
		31100	55	07-202-300	19.90	ARBOR DAY PLAQUE
		31100	56	03-202-214	19.95	GOV TECH ACCESS SQL SERVER
	Check Date	8/30/2007	Check Nbr	013913	Check Total:	8,002.58
06115 FERRELLGAS	1017030628	31266	54	10-307-216	42.40	LIQUIFIED PETROLEUM GAS
	1017036032	31731	54	10-149-300	40.97	LIQUIFIED PETROLEUM GAS
	Check Date	8/30/2007	Check Nbr	013914	Check Total:	83.37
06367 HOLLY J FORD	081507	31100	51	02-103-211	87.75	TRANSCRIPT/LIEBHAUSER
	Check Date	8/30/2007	Check Nbr	013915	Check Total:	87.75
07250 GMN CONSULTING LLC	3239	31100	51	04-109-214	380.00	VACATION COVERAGE
	Check Date	8/30/2007	Check Nbr	013916	Check Total:	380.00
07295 GOSS AUTO BODY INC	34901	31100	52	08-101-295	102.50	TOWING
	Check Date	8/30/2007	Check Nbr	013917	Check Total:	102.50
07485 GREEN BOYZ	22664	31100	52	08-101-206	60.00	WEED CONTROL/FERTILIZER
	Check Date	8/30/2007	Check Nbr	013918	Check Total:	60.00
08023 JILL HACKMASTER		31822	55	04-107-316	250.00	HATTIE MINER SCHOLARSHIP
	Check Date	8/30/2007	Check Nbr	013919	Check Total:	250.00

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08190 HAWKINS INC	1100154RI	31100	55	07-203-300	2,474.50	CALCIUM HYPOCHLORITE
	Check Date 8/30/2007	Check Nbr	013920		Check Total: 2,474.50	
08235 HEARTLAND LABEL PRINTERS INC	IVC000155436	31100	51	04-109-315	3,275.00	SOFTWARE/LICENSING SQL SERVER
	Check Date 8/30/2007	Check Nbr	013921		Check Total: 3,275.00	
08282 HEIN RECLAMATION & CONTRUCTION	408	31100	54	10-121-212	6,420.00	PULVERIZE ASPHALT
	Check Date 8/30/2007	Check Nbr	013922		Check Total: 6,420.00	
09055 IIMC		31100	51	02-104-320	115.00	MEMBERSHIP DUES/GALEAZZI
	Check Date 8/30/2007	Check Nbr	013923		Check Total: 115.00	
09270 INTERNATIONAL TRANSLATORS	LC215584	31100	53	09-102-215	105.00	INTERPRETING
	Check Date 8/30/2007	Check Nbr	013924		Check Total: 105.00	
09330 IOD INCORPORATED	0022AG32047	31100	52	08-101-215	18.41	RETRIEVE FEE
	Check Date 8/30/2007	Check Nbr	013925		Check Total: 18.41	
12020 LA FORCE	450939RI	31100	55	07-202-240	61.08	TOILET BRACKETS
	Check Date 8/30/2007	Check Nbr	013926		Check Total: 61.08	
12165 LAPEL PINS & MORE	2120	31100	55	04-221-310	317.32	CITY OF MENASHA PINS
	Check Date 8/30/2007	Check Nbr	013927		Check Total: 317.32	
12190 LARSEN COOPERATIVE CO	400831	31100	55	07-202-315	31.95	HANDLE FOR SPRAYER
	Check Date 8/30/2007	Check Nbr	013928		Check Total: 31.95	
12250 LAWSON PRODUCTS INC	5888192	31731	54	10-149-300	37.39	REGENCY DRIL/HEX NUTS
	Check Date 8/30/2007	Check Nbr	013929		Check Total: 37.39	

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12450 LINCOLN CONTRACTORS SUPPLY INC	10380820	31100	54	10-121-300	121.72	SAW BLADE
	10381360	31100	54	10-121-315	49.50	METAL CUTTING BLADE
	60002801	31100	54	10-134-295	85.65	WELDER
Check Date	8/30/2007	Check Nbr	013930		Check Total:	256.87
13045 MANDERFIELD BAKERY	272428	31100	53	09-118-300	10.50	VOLUNTEER TRAINING COOKIES
	Check Date	8/30/2007	Check Nbr	013931	Check Total:	10.50
13149 MATTHEWS COMMERCIAL TIRE CTR	021685	31731	54	10-149-382	7.52	TIRE REPAIR
	021652	31731	54	10-149-382	688.36	TIRE REPAIR
	021765	31731	54	10-149-382	203.46	FLAT REPAIR/SPOT/SECTION/BEAD
Check Date	8/30/2007	Check Nbr	013932	Check Total:	899.34	
13150 MATTHEWS TIRE & AUTO SERVICE	319415	31731	54	10-149-383	104.87	TIRE REPAIR
Check Date	8/30/2007	Check Nbr	013933	Check Total:	104.87	

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13360 MENASHA ELECTRIC & WATER UTILI	082007	31100	12	04-399-000	14.47	ONEIDA/MANITOWOC
	082007	31100	51	04-109-214	763.00	DARK FIBER CONNECTION
	082007	31100	51	10-115-223	1,661.21	CITY BUILDINGS
	082007	31100	51	10-115-225	249.71	CITY BUILDINGS
	082007	31100	53	09-102-214	112.50	HEALTH DEPT
	082007	31100	53	09-102-223	217.64	HEALTH DEPT
	082007	31100	53	09-102-225	35.72	HEALTH DEPT
	082007	31100	53	09-212-223	340.49	SENIOR CENTER
	082007	31100	53	09-212-225	64.93	SENIOR CENTER
	082007	31100	54	10-131-223	327.33	TRAFFIC LIGHTS/AHNAIP
	082007	31201	54	10-301-223	23.80	LIFT STATION
	082007	31100	55	04-221-223	8.48	CURTIS REED SQUARE
	082007	31100	55	07-202-223	1,454.98	PARKS
	082007	31100	55	07-202-225	1,057.43	PARKS
	082007	31207	55	07-205-223	1,647.05	MARINA
	082007	31207	55	07-205-225	22.84	MARINA
	082007	31100	55	10-215-223	161.63	LIFT BRIDGES
082007	31100	55	10-215-225	40.68	LIFT BRIDGES	
082007	31456	56	03-501-223	56.03	222 MAIN STREET	
Check Date	8/30/2007	Check Nbr	013934	Check Total:	8,259.92	
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	2,007.00	
		31100	21	04-299-020	19,451.00	
Check Date	8/30/2007	Check Nbr	013935	Check Total:	21,458.00	
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	248.00	
Check Date	8/30/2007	Check Nbr	013936	Check Total:	248.00	
13377 MENASHA EMPLOYEES LOCAL 1035B		31100	21	04-299-032	221.76	
Check Date	8/30/2007	Check Nbr	013937	Check Total:	221.76	

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13420 MENASHA PARK & RECREATION		31100	55	07-201-300	31.50	PIZZA
		31100	55	07-201-300	3.66	SUPPLIES
		31100	55	07-201-300	5.25	WATER BALLOONS
		31100	55	07-201-300	12.40	TENNIS T-SHIRT
		31100	55	07-201-300	5.59	PAINT
		31100	55	07-201-300	5.98	POPCORN
	Check Date	8/30/2007	Check Nbr	013938	Check Total:	64.38
13580 MID-AMERICAN RESEARCH CHEMICAL	0337014-IN	31731	54	10-149-300	172.90	SOLVENT
	Check Date	8/30/2007	Check Nbr	013939	Check Total:	172.90
14095 MYRON	082307	31262	52	08-101-316	229.65	VOLUNTEER RECOGNITION ITEMS
	Check Date	8/30/2007	Check Nbr	013940	Check Total:	229.65
14205 CITY OF NEENAH TREASURER		31100	52	05-201-250	222,209.00	SEPT FIRE/RESCUE SVCS
	Check Date	8/30/2007	Check Nbr	013941	Check Total:	222,209.00
14270 NETWORK HEALTH PLAN	00347276	31100	21	04-619-003	104,750.17	EMPLOYEES
	00347276	31100	21	04-650-000	8,972.85	RETIRES/COBRA
	Check Date	8/30/2007	Check Nbr	013942	Check Total:	113,723.02
15080 OFFICEMAX CONTRACT INC	608226	31100	54	10-111-310	38.04	OFFICE SUPPLIES/ENGINEERING
	608226	31100	55	07-201-310	85.53	OFFICE SUPPLIES/REC
	608226	31100	56	03-202-310	40.53	OFFICE SUPPLIES/COMM DEV
	133554	31100	21	04-229-000	19.98	SUPPLIES/LAKE COUNCIL PD KEIL
	133554	31100	54	10-111-310	13.78	OFFICE SUPPLIES/ENGINEERING
	133554	31100	55	07-201-310	2.90	OFFICE SUPPLIES/REC
	133554	31100	56	03-202-310	19.96	OFFICE SUPPLIES/COMM DEV
	593172	31731	54	10-149-310	91.55	OFFICE SUPPLIES
	593172	31100	55	07-202-310	49.07	OFFICE SUPPLIES
	Check Date	8/30/2007	Check Nbr	013943	Check Total:	361.34

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15160 OMNI ASSOCIATES INC	50022	31100	54	10-111-212	3,000.00	REAL ESTATE ACQUISITION
	Check Date 8/30/2007	Check Nbr	013944		Check Total:	3,000.00
16025 PACKER CITY INTERNATIONAL	3272130075	31731	54	10-149-383	145.68	HYDRAULI
	3272130076	31731	54	10-149-383	46.42	AIR FILT
	3272190044	31731	54	10-149-383	62.36	HYDRAULI
	3272150065	31731	54	10-149-383	20.42	LUBE FILT/SEPR
	Check Date 8/30/2007	Check Nbr	013945		Check Total:	274.88
16190 PEPSIAMERICAS	7222222001	31100	55	07-201-300	132.75	GRUNSKI WATER
	Check Date 8/30/2007	Check Nbr	013946		Check Total:	132.75
16300 PIGGLY WIGGLY #24	2054	31100	53	09-118-300	54.37	VOLUNTEER TRAINING
	Check Date 8/30/2007	Check Nbr	013947		Check Total:	54.37
16465 POSTAL ANNEX	116427	31100	54	10-131-300	218.50	NO PARKING SIGNS/STREET
	116492	31100	55	07-203-310	4.99	BOX/POOL
	116647	31100	52	08-101-311	5.54	TO CRIME LAB
	116893	31100	48	04-319-000	54.78	SHIPPING/IT
	116984	31100	52	08-101-311	5.54	CRIME LAB
	117157	31100	48	04-319-000	18.00	SHIPPING/IT
	Check Date 8/30/2007	Check Nbr	013948		Check Total:	307.35
18200 REINDERS INC	839938-00	31100	55	07-202-240	5.94	KWIKSEAL SADDLE TEE
	Check Date 8/30/2007	Check Nbr	013949		Check Total:	5.94
19022 SAFE COMMUNITIES	082207	31262	48	04-597-000	60.00	REGISTRATION/SUICIDE SUMMIT(2)
	Check Date 8/30/2007	Check Nbr	013950		Check Total:	60.00

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19195 SCHOESSOW'S METALS & SUPPLIES	D65637	31100	54	10-134-300	127.67	STORM/MANITOWOC RD
	D65601	31100	54	10-134-300	130.00	STORM/MANITOWOC RD
	Check Date 8/30/2007	Check Nbr	013951		Check Total:	257.67
19232 LAUREN SCHULTZ		31822	55	04-107-316	250.00	SCHOLARSHIP
	Check Date 8/30/2007	Check Nbr	013952		Check Total:	250.00
19370 DR TERESA SHOBERG		31100	53	09-102-215	150.00	SEPT PHYSICIAN SERVICES
	Check Date 8/30/2007	Check Nbr	013953		Check Total:	150.00
19410 SKID & PALLET	020417	31100	55	07-202-300	49.00	LANDSCAPE MULCH
	020417	31456	55	07-202-300	780.00	MULCH BEHIND HOTEL
	Check Date 8/30/2007	Check Nbr	013954		Check Total:	829.00
19418 SMG COMPUTING INC	19516	31100	51	04-109-315	2,975.00	WEB FILTER/3 YR UPDATES
	Check Date 8/30/2007	Check Nbr	013955		Check Total:	2,975.00
19585 SPORTS GRAPHICS	3724A	31100	55	07-201-300	2,086.65	GRUNSKI T-SHIRTS
	Check Date 8/30/2007	Check Nbr	013956		Check Total:	2,086.65
19623 STAFFORD ROSENBAUM LLP	1067042	31100	51	02-103-211	1,075.00	SCA TISSUE
	Check Date 8/30/2007	Check Nbr	013957		Check Total:	1,075.00
19787 SWIDERSKI EQUIPMENT INC	010208	31731	54	10-149-383	606.76	GLASS/GROMMET/SCREW/WASHER
	010274	31731	54	10-149-383	34.64	FILTER ASSY
	Check Date 8/30/2007	Check Nbr	013958		Check Total:	641.40

Date: Thursday, August 30, 2007
 Time: 11:29AM
 User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 11 of 13
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
20145 THEDACARE	9661584	31100	52	08-101-215	55.20	VENIPUNCTURE
	9731348	31100	52	08-101-215	55.20	VENIPUNCTURE
	9731347	31100	52	08-101-215	110.40	VENIPUNCTURE
	Check Date 8/30/2007	Check Nbr	013959		Check Total:	220.80
20285 TOTER INC	206844	31100	54	10-304-300	109.55	STRAP-CLAW REPLACE
		Check Date 8/30/2007	Check Nbr	013960	Check Total:	109.55
20315 TRADER PLUMBING	31369	31100	54	10-124-300	45.99	REPAIR
	31369	31100	55	07-203-240	173.63	REPAIR
		Check Date 8/30/2007	Check Nbr	013961	Check Total:	219.62
21045 UNIFIRST CORPORATION	0970017857	31731	54	10-149-201	76.46	MAT/MOP/CLOTHING SERVICE
	0970018202	31731	54	10-149-201	75.86	MAT/MOP/CLOTHNG SERVICE
		Check Date 8/30/2007	Check Nbr	013962	Check Total:	152.32
21095 UNITED WAY FOX CITIES		31100	21	04-299-021	99.50	
		Check Date 8/30/2007	Check Nbr	013963	Check Total:	99.50
22025 VALLEY CHEMICAL LLC	0015846-IN	31100	55	07-203-300	34.50	CHEMICALS FOR POOL
		Check Date 8/30/2007	Check Nbr	013964	Check Total:	34.50
22290 VAN'S SEPTIC SERVICE	034725	31100	55	10-215-216	90.00	TAYCO ST BRIDGE
		Check Date 8/30/2007	Check Nbr	013965	Check Total:	90.00
23060 WARNING LITES OF APPLETON INC	0706-112	31731	54	10-149-383	235.23	16 AHALOGEN/LED LAMP LIGHTS
		Check Date 8/30/2007	Check Nbr	013966	Check Total:	235.23

Date: Thursday, August 30, 2007
 Time: 11:29AM
 User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

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 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23090 WATERBLAST EQUIPMENT LLC	9116	31731	54	10-149-300	298.00	PRESSURE WASHER SOAP
	9134	31731	54	10-149-242	79.95	PRESSURE WASHER PIN
	Check Date	8/30/2007	Check Nbr	013967	Check Total:	377.95
23125 WAVERLY BEACH SHELL	6543	31100	52	08-101-295	85.00	17 BASIC CAR WASHES
		Check Date	8/30/2007	Check Nbr	013968	Check Total:
23152 WE ENERGIES	082007	31100	54	10-143-223	1,864.02	STREET LIGHTS
		Check Date	8/30/2007	Check Nbr	013969	Check Total:
23154 WEDA	178	31100	56	03-202-320	380.00	KEIL/BECKENDORF DUES
	178	31100	56	03-202-332	225.00	GOV CONFERENCE REGISTRATION
	Check Date	8/30/2007	Check Nbr	013970	Check Total:	605.00
23160 WERNER ELECTRIC SUPPLY CO	S2225950.001	31100	55	07-202-240	331.35	WIRE REEL FOR SCOREBOARD/KOSLO
		Check Date	8/30/2007	Check Nbr	013971	Check Total:
23165 WEST PAYMENT CENTER	814172007	31100	51	02-103-322	96.41	INFORMATION CHARGES
	813980518	31100	51	02-103-322	96.41	INFORMATION CHARGES
	Check Date	8/30/2007	Check Nbr	013972	Check Total:	192.82
23275 WINNEBAGO COUNTY TREASURER	AUGUST	31310	57	04-101-610	1,634.63	WINN CO IND DEV PRINCIPAL
	AUGUST	31310	57	04-201-620	515.37	WINN CO IND DEV INTEREST
	AUGUST	31310	57	04-201-620	42,250.00	INTEREST IND DEV PROJECT
	Check Date	8/30/2007	Check Nbr	013973	Check Total:	44,400.00
23387 WISCONSIN DEPARTMENT OF REVENU		31489	56	03-501-216	1,000.00	TIF 11 REMITTANCE FEE
	Check Date	8/30/2007	Check Nbr	013974	Check Total:	1,000.00

Date: Thursday, August 30, 2007
 Time: 11:29AM
 User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 13 of 13
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23400 WISCONSIN DIVISION OF PUBLIC H		31100	53	09-106-337	50.00	REGISTRATION/TODD DREW
	Check Date 8/30/2007	Check Nbr	013975		Check Total:	50.00
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
		31100	21	04-299-015	894.60	
	Check Date 8/30/2007	Check Nbr	013976		Check Total:	1,469.31
Grand Total:					471,779.10	

Date: Thursday, August 30, 2007
Time: 11:31AM
User: JSASSMAN

CITY OF MENASHA
Check Register - w/Alternate Description

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

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
05255 EVANS TITLE &		31100	48	04-323-000	500.00	DISPENSAL OF EARNEST MONEY
	Check Date	8/30/2007	Check Nbr	013898	Check Total:	500.00
			31100	48	04-323-000	500.00 DISPENSAL OF EARNEST MONEY
	Check Date	8/30/2007	Check Nbr	013899	Check Total:	500.00
			31100	48	04-323-000	500.00 DISPENSAL OF EARNEST MONEY
	Check Date	8/30/2007	Check Nbr	013900	Check Total:	500.00
Grand Total:					1,500.00	



Memorandum

DATE: August 2, 2007

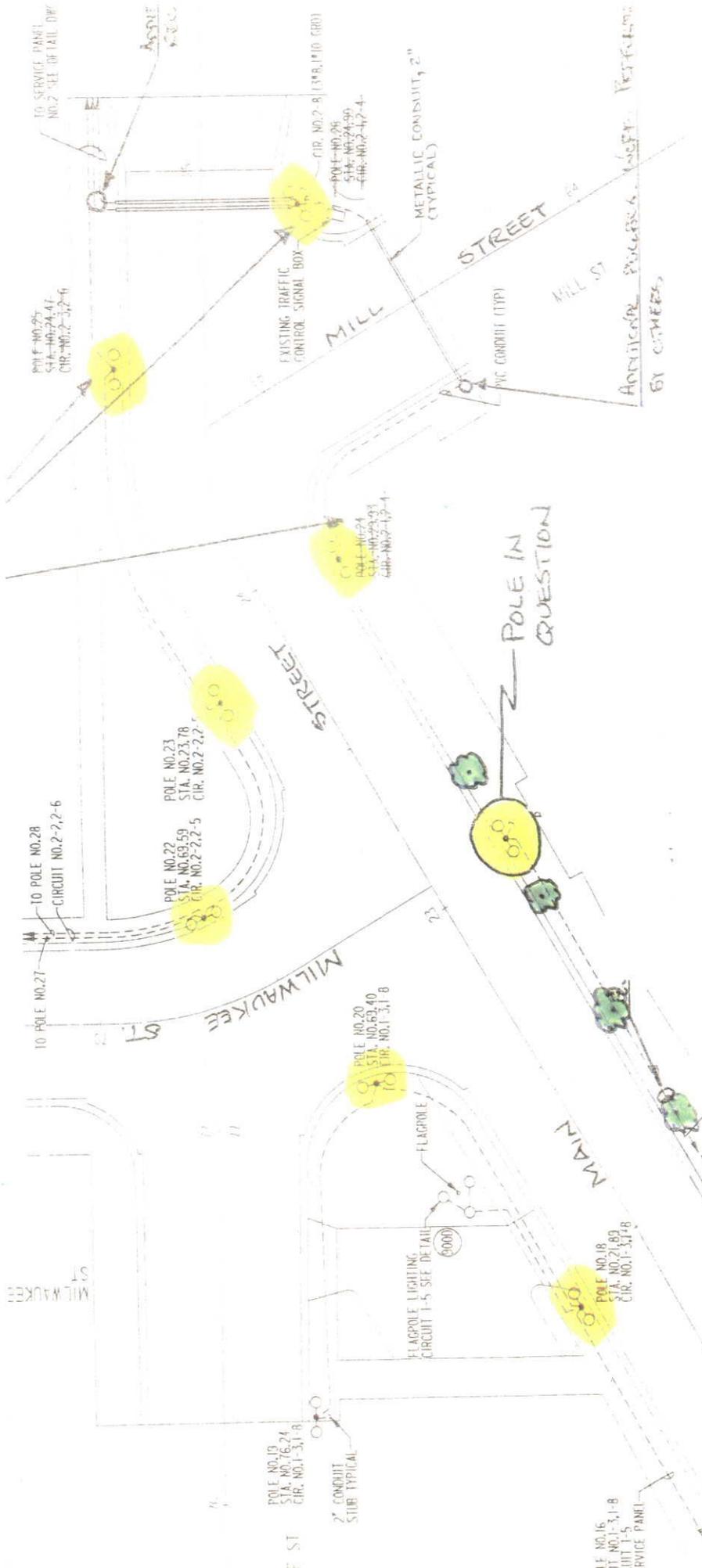
TO: City of Menasha Board of Public Works

FROM: Mark Radtke, Director of Public Works

RE: Request to Remove Street Light in Front of 175 Main Street

Attached is a drawing indicating the locations of existing street lights in the vicinity of the Vault Lounge. The request is to remove the street light pole in front of the entrance to the restaurant. Street light design stresses the importance of lighting intersections due to the higher number of traffic and traffic/pedestrian conflict points.

If the pole in question is removed, you can see from the drawing there will be a significant gap in lighting along the south side of Main Street. There will be ambient light from the remaining street lights, but the lighting will not be uniform in this area. My recommendation is to remove the two light fixtures on a trial basis with the pole remaining intact and evaluate the light levels at that time. A final decision could be made subsequent to the trial removal of the light fixtures.



James Olsen
175 Main Street
Menasha, WI 54952

Friday, July 13, 2007

Mayor Joe Laux
City Of Menasha
140 Main Street
Menasha, WI 54952

To: Common Council
Fr: Mayor
Mark, please place
on the next public
works agenda. Thanks.

RE: Street Light in Front of 175 Main Street - Old 1st National Bank Buildings

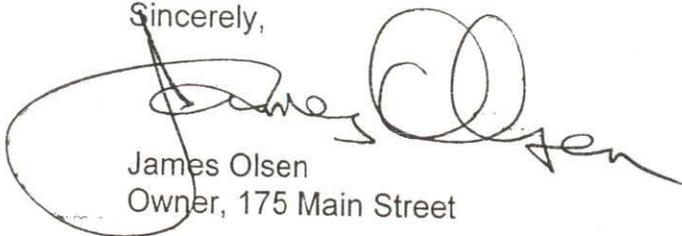
Dear Mayor Laux:

In the context of the city's review of appropriate street lights, I would ask you to consider the removal of the light in front of 175 Main Street. It appears to have been placed in uniform spacing from west to east, with a much shorter span to the next double one east at the south west corner of Main Street and Mill Street.

The light is off center of the very symmetrical and historically significant 1917 facade of the old bank. It both detracts aesthetically from this important structure, and impedes the sense of entry in to the building. In addition, there are two double lights, one on each side of the Milwaukee Street corner, just across from this one, to the north and a third double, in front of the fountain, within 40 feet or so of the corner light. This means that there are 5 double street lights within a radius of 30-40 feet, surrounding the intersection of Milwaukee Street and Main Street.

I believe that removal of one would not impede vision or safety, save the city maintenance and operations expense, and greatly improve the look and function of 175 Main Street. Please consider this request when you can with the appropriate city agencies.

Sincerely,



James Olsen
Owner, 175 Main Street

Cc: Greg Kiel
Mark Radtke

CHANGE ORDER

DATE: August 15, 2007

CHANGE ORDER NO: 10

CONTRACTOR: CD Smith Construction, Inc

CONTRACT NO.: M002-940266.02

PROJECT: Water Treatment Plant Modifications

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

10.1	Install 208 volt service for electric wall heater by Soda Ash Room	ADD \$666.00
10.2	Provide 120 volt wiring for CT basin sample pumps (wiring was not part of the original contract documents)	ADD \$2,550.00
10.3	Add two (2) Wireless Security Door Sensors	ADD \$244.00
10.4	Increase carrier pipe size and add additional soda ash hose	ADD \$2,896.00
10.5	Add additional silica feed line to Soda Ash Room	ADD \$1,257.00
10.6	Add two (2) florescent light fixtures in Pipe Gallery 203 to improve operator maintenance of turbidimeters	ADD \$1,645.00
10.7	Delete shadow painting on precast wall panels	DEDUCT -\$861.00

TOTAL

\$8,397.00

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

Approved by MU Commission, August 22, 2007

Council Approval

The changes result in the following adjustments:

	CONTRACT - TOTAL	TIME
Prior to this Change Order	\$ 10,326,211.00	_____ Days
Adjustments per this Change Order	\$ 8,397.00	_____ Days
Current Contract Status	\$ 10,344,608.00	_____ Days

Directed/Authorized
City of Menasha Dept. of Public Works

Accepted

BY: _____

BY: _____

DATE: _____

DATE: _____



Memorandum

DATE: August 30, 2007

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works

RE: Concern regarding Drainageway at 2140 Grassy Plains Drive

At a previous Board meeting, the resident at 2140 Grassy Plains Drive, Mr. Michael Larsen, has requested the City to consider enclosing the open drainageway located along the west side of his property. His reason for this request is to eliminate the steep slopes which exist along this stretch, especially in the vicinity of his house.

The City has a 30 foot drainage easement along this corridor. It is open drainage from the end of a storm pipe on the north to the storm pipe crossing beneath Grassy Plains Drive, a distance of approximately 200 feet. Except for the northerly 35 feet, the entire drainageway is located on Mr. Larsen's property. The open drainageway continues flowing southerly through this subdivision and Southfield subdivision before discharging into a wetlands area south of Southfield Subdivision.

To enclose the 200 foot section of drainageway north of Grassy Plains Drive would cost approximately \$17,500 to \$25,000 depending on the type of pipe installed, with the lower estimate for corrugated metal pipe and the higher estimate for concrete pipe. Concrete pipe has approximately double the life of the metal pipe.

If the Council decides to enclose this section of drainageway, I believe there would be future requests from homeowners abutting the downstream segments of this drainageway to enclose those sections as well. The total estimated cost for the sections south of Grassy Plains Drive is \$150,000 to \$225,000, depending on pipe material. It is also important to realize that new stormwater standards require municipalities to reduce the amount of suspended solids entering waters of the state. Credit is given for stormwater conveyed in open drainageways because of the sediment filtering characteristics of an open drainageway.

Based on the above factors, I recommend the City not enclose this drainageway. We could consider lining these sections of drainageway with rip rap, which would stabilize the side slopes and reduce erosion, at a much more reasonable cost (approximately \$25,000 for the entire length). Eventually vegetation would establish itself through the rip rap material, presenting a more aesthetically pleasing corridor.

C: Mayor Laux

M:\word\BPW memo re drainage 2140 Grassy Plain 8-30-07.doc



Memorandum

DATE: August 30, 2007

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works

RE: Update on Request to Enclose Open Drainage Area at 2160 Manitowoc Road

At a previous Board of Public Works meeting this year, direction was given to the Public Works Department to install safety grates over the culvert ends in the open drainage area at 2160 Manitowoc Road. DPW crews were in the process of installing those grates when the homeowner at 2160 Manitowoc Road complained saying that was not what she had in mind for protecting children from entering that open area. She thought the entire open area would be covered with some type of grating to prevent anyone from entering the basin.

Public Works Superintendent Jacobson and I decided we could design and construct an enclosure with Public Works crews that would cover the entire opening at minimal cost. This project could be accomplished either later this fall or early next year. I believe the entire project could be constructed for approximately \$750 in material costs, and would recommend doing so to remain consistent with past Council decisions.

C: Mayor Laux



Memorandum

DATE: August 30, 2007
TO: Menasha Common Council
FROM: Mark Radtke, Director of Public Works
RE: Midway Road Sidewalk Issue

Ald. Wisneski requested information regarding the percentage of assessable walk along Midway Road west of STH 47. Due to previous concrete walk assessments, and the City's policy of not double assessing corner lots (assess only the long side dimension), the proposed limits of sidewalk/trail along Midway Road would be **77% assessable**.

The Council packet also contains information from the Wisconsin Concrete Pavement Association (WCPA) regarding an analysis between concrete and asphalt walk construction for this segment of Midway Road. There are several issues in their report which need to be addressed.

The WCPA analysis includes a cost estimate of \$85/ton for asphalt and \$12/ton for crushed aggregate base course (gravel), which are both accurate estimates except for the fact we would be doing the asphalt work with our own Public Works crews which results in a much lower out of pocket cost for the City. The actual cost to the City for asphalt is estimated at \$37/ton and \$6/ton for gravel. The total estimated cost to the City for an 8 foot wide asphalt trail would be \$28,400. This compares to the estimated cost of \$59,400 for a five foot wide concrete walk. The WCPA analysis indicated an estimated cost of \$57,735 for the concrete walk, but we would require 3 inches of base course rather than the 2 inches proposed in their report, which results in the higher estimate.

I can not dispute that concrete has a longer life than asphalt, but one must take into consideration the fact that most of these sections of walk/trail will not carry any heavy vehicular traffic, which is one of the main factors used when performing life cycle cost analysis. Therefore, maintenance costs and projected life are less predictable and depend more on soil and weather conditions.

In the final analysis, one needs to consider initial cost, function, safety issues, and durability.

Cost: 5 foot concrete walk - \$59,400
8 foot asphalt trail - \$28,400
Function: 5 foot concrete walk – recommend pedestrian use only
8 foot asphalt trail – pedestrian/bicycle use

Safety Issues: concrete walk – terrace buffer of 3 feet

asphalt trail – no terrace buffer

Durability: concrete walk – approximately 2 - 3 times the life of asphalt walk, depends on load characteristics, weather, soils, etc.

Both the concrete walk and the asphalt trail could be assessed against property owners if the Council chooses to do so, keeping in mind the entire project is 77% assessable per the current assessment policy.

C: Mayor Laux



Memorandum

DATE: August 30, 2007

TO: Menasha Common Council

FROM: Mark Radtke, Director of Public Works *MR*

RE: Midway Road Sidewalk Issue

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C: Mayor Laux

Subj: **RE: Menasha concerns**
Date: 7/9/2007 12:42:54 P.M. Central Daylight Time
From: cschwenn@ekgmail.com
To: SueWiz@aol.com

Sue,

Thank you for your interest in concrete. We are very happy that you considering concrete for this project. I am working with our technical person who should be contacting you shortly with helpful information.

Please let me know if you have any questions.

Thanks,

Cherish Schwenn

Promotion Director

Wisconsin Ready Mixed Concrete Association

From: SueWiz@aol.com [mailto:SueWiz@aol.com]
Sent: Monday, July 09, 2007 9:48 AM
To: cschwenn@wrmca.com
Subject: Menasha concerns

Hello -
I am an alderman with the 3rd District of the City of Menasha. Currently there is a reconstruction of County Highways that go through the City and adjoining jurisdictions. One of OUR projects is installing a walkway. Two years ago, knowing this reconstruction was coming up, we installed a temporary blacktop trail for the necessary safety of pedestrians. Now with this reconstruction, we are putting in a permanent sidewalk.

Recommendations from staff have been to install an 8ft. asphalt walk, while elderly residents in the area want to see a concrete sidewalk, due to the heaving and buckling that the temporary asphalt presented. There were questions of longevity and maintenance issues raised also.

I need some facts and figures to bolster my contention that we'd be better off with concrete sidewalks. We have a 5 ft. sidewalk on an adjacent roadway, why go to an asphalt one here?

The footage we are considering is approximately 4,350 ft. on both sides of the street.

Can you help me? Thank you

Sue Wisneski
www.suewisneski.com

See what's free at AOL.com.

Monday, July 09, 2007 AOL: SueWiz

-Copy-

Mark Radtke

From: Heath J. Schopf [hschopf@wisconcrete.org]
Sent: Tuesday, July 31, 2007 1:41 PM
To: Sue Wisneski Home E-mail
Cc: steve@trierweilerco.com; larry@trierweilerco.com; mikelalonde@lalondecontractors.com; marklalonde@lalondecontractors.com; tomp@powerweb.net; mike@zignego.com; jeffreyj@parisconstruction.com; kevinpatrow@yahoo.com; mmaples@vintonwis.com; Kevin W. McMullen; cschwenn@ekgmail.com
Subject: Menasha Sidewalk

Sue,

Thank you for giving the Wisconsin Concrete Pavement Association (WCPA) the opportunity to comment on the proposed improvements regarding sidewalk in the City of Menasha. The WCPA is a non-profit association, recognized as the statewide representative for the concrete pavement industry, dedicated to promoting the use of concrete pavement as the best pavement value.

I have performed a site visit and observed your concerns regarding the temporary asphalt sidewalk. Most cities prefer concrete sidewalks due to beneficial features such as better visibility, increased traction, competitive initial cost, reduced maintenance costs, lower life cycle costs, durability, longevity, aesthetics and a cooler pavement choice. The following is a brief list of why concrete:

Why Concrete ?? (A brief summary)

Safety

Visibility – Increased visibility and reduced lighting demand since concrete reflects light.

Traction – Concrete pavements and sidewalks provide superior traction. They are built with added surface texture and never rut, eliminating water accumulation and reducing standing water and slip fall risks.

Lower Cost, Higher Value

Initial Cost – Because concrete is so strong, concrete pavement requires less construction material, which reduces costs. Concrete can cost up to 15% more to construct, but lasts about 100% longer.

Long-Term Value – Longer life expectancies and minimal maintenance make concrete pavements and sidewalks the best value in the long-term.

Durability – Concrete Pavements and sidewalks often outlive their estimated design life of 40-50 years.

Ease of Repair – Concrete's durability reduces the need for maintenance and repairs. When work is necessary, the scope is typically smaller than asphalt repairs such as one or two panels vs. the entire length.

Environmentally Friendly

Local Resources - Concrete makes use of local materials, not resources from far-flung parts of the world.

Heat Island Affect – Since concrete reflects sunlight unlike asphalt which absorbs sunlight the temperature of concrete can be 30 to 40 degrees cooler than asphalt on a summer day. This not only affects the temperature of the inner city but can also be harmful to the human skin.

Aesthetics

Repairs - Concrete repairs are less noticeable.

Fit and Finish - Concrete is perceived to be cleaner looking with more defined edges.

Maintenance - Concrete sidewalks can be edge more efficiently without causing damage to the sidewalk.

Cleaner by Design – Concrete will not track on shoes into houses and businesses like asphalt may.

For additional information on Why Concrete visit www.pavements4life.com which focuses on the benefits of concrete pavements but can also be directly applied towards concrete sidewalks.

The soils in the area of the project seem to be silty clays and are highly frost susceptible. After reviewing the site I think you could estimate a traditional 4-inch thick, 5-foot wide concrete sidewalk to be around \$2.30/SF to \$3.00/SF since majority of the work can be performed using a slip formed method of construction. This cost does

not include the removal costs of the existing temporary asphalt walk or the grading associated with preparing the foundation since this cost will be incurred for both the asphalt and concrete alternatives. I do not want to speak for the asphalt industry but for the sake of comparing costs I am assuming an asphalt cost of around \$80/ton to \$105/ton. You had stated the asphalt alternative would be approximately 8-feet wide due to equipment constraints which raises some safety concerns unless the city wants the walk to be a multi-use trail and not just a pedestrian sidewalk. Paving the sidewalk to a width of 8-feet may cause some confusion for motorists and bicyclists which could become a safety concern. I am assuming a minimum thickness for the asphalt of 2.5-Inches. This assumption is based on current asphalt industry practices and does not reflect the pavement or sidewalk performance characteristics. From an engineering standpoint concrete is twice as strong as asphalt and the concrete industry recommends a minimum thickness of 4-inches. The reason for this minimum thickness requirement has to do with a concept known as thin shell design if you go thinner than 4-inches. When you place a rigid thin section of pavement over a flexible base the pavement is more likely to experience uncontrolled cracking. A 2.5-inch asphalt section is not based on an equal design alternative from an engineering standpoint since a 4-inch concrete section will have at least three times the structural capacity of a 2.5 inch asphalt section.

Concrete sidewalk does not require crushed aggregate base course (CABC) underneath it however I would recommend a minimum of 2-inches as a working platform unless the city specifies otherwise. Asphalt paths do require CABC underneath to give the flexible pavement type additional support from the base layer. I would recommend 6-inches of CABC for the asphalt alternative unless the city specifies otherwise.

Given the above information the following is a brief initial cost estimate for both alternatives with the assumption that the work would be performed by respective industry contractors:

Concrete Sidewalk, 4-inch:

5 ft X 4350 ft = 21750 SF @ \$2.50/SF = **\$54,375**

Recommended 2-inches CABC (unless city specifies otherwise): Approximately 280 Ton @ \$12.00/ton = **\$3,360**

Total = \$57,735

Asphalt Path, 2.5-inch.

8 ft X 4350 ft / 9 SF/SY = 3867 SY

3867 SY X 2.5 inches X 115 lb/SY-in / 2000 lb/ton = 556 ton @ \$85/ton = **\$47,260**

Recommended 6-inches of crushed aggregate base course (unless city specifies otherwise): Approximately 1,300 ton @ \$12.00/ton = **\$15,600**

Total = \$62,860

With the above initial cost information you can see that the concrete alternative has a lower initial cost even though the concrete section is not an equivalent design since it has at least three times the structural capacity. Knowing that concrete has a longer life and lower maintenance costs than an asphalt alternative a Life Cycle Cost Analysis (LCCA) would show an even larger cost benefit for the concrete alternative.

If you need any additional information or have any questions regarding the information please feel free to contact me.

Sincerely,

Heath J. Schopf, P.E.

Director of Construction Engineering

Wisconsin Concrete Pavement Association

2423 American Lane, Suite 2

Madison, WI 53704

Office (608)240-1020

Fax (608)240-1019

Mobile (608)209-0424

Email hschopf@wisconcrete.org

Carol A. Schmidt

From: Mark Radtke
Sent: Tuesday, August 14, 2007 12:23 PM
To: 'SueWiz@aol.com'
Cc: Carol A. Schmidt; Jeffrey S. Brandt; Debbie Galeazzi
Subject: RE: Matter for the PW agenda next meeting

Hi Sue,

I checked with Jeff about how to remove this item from the table. Because it was tabled in the Common Council meeting, it needs to be removed from the table at that meeting. The Council could then refer it back to the Board of Public Works at that time. It will be listed on the Council agenda under Held Over Business.

Mark

Mark Radtke
Director of Public Works
City of Menasha
(920) 967-3611

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

From: SueWiz@aol.com [mailto:SueWiz@aol.com]
Sent: Friday, August 10, 2007 11:37 AM
To: Carol A. Schmidt
Cc: Mark Radtke
Subject: Matter for the PW agenda next meeting

Carol - I would like to remove an item from the table for the next DPW meeting. The sidewalks on Midway Road.

Can you see that it is included on the agenda?

Also, I am forwarding an email/some info I received from Wisconsin Concrete that I would like included. I couldn't figure out how to attach it so I have to email it separately. Mark is also working on some data that he said he would have in time for the meeting.

Thank you.

Sue

Get a sneak peek of the all-new AOL.com.

AN ORDINANCE RELATING TO C-4 BUSINESS PARK DISTRICT

Introduced by Mayor Joseph Laux

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

SECTION 1: Section 13-1-37 is repealed and recreated as follows:

SEC. 13-1-37 C4 - BUSINESS PARK DISTRICT.

- (a) **INTENT.** The purpose of this district is to accommodate a limited range of general business and light industrial uses. These provisions are intended to promote aesthetically pleasing and harmonious overall development by establishing a minimum standards for site development and building design.
- (b) **PERMITTED USES.**
 - (1) Administrative, management, and support services.
 - (2) Construction services and contractors offices.
 - (3) Educational services and schools serving thirty (30) students or less.
 - (4) Financial and insurance services.
 - (5) Light manufacturing and assembly.
 - (6) Medical, dental and other health services.
 - (7) Personal services.
 - (8) Printing and publishing.
 - (9) Professional, scientific, and technical services.
 - (10) Research, testing, and technology-based uses.
 - (11) Utility substations.
 - (12) Wholesale and distribution facilities.
 - (13) Uses not explicitly enumerated in the section as permitted uses, but determined by the Plan Commission to be closely similar thereto provided that these uses are not specified elsewhere as requiring a special use permit.
- (c) **SPECIAL USES.**
 - (1) Day care centers.
 - (2) Radio or television broadcasting facilities.
 - (3) Recreation and fitness facilities.
 - (4) Retail.
- (d) **ACCESSORY BUILDINGS AND USES.**
 - (1) Accessory buildings and uses customary with and incidental to the principal use shall be permitted unless otherwise excluded by this Chapter.
 - (2) Outdoor storage and outdoor display areas shall be prohibited.
- (e) **USES REQUIRING CONDITIONAL SITE PLAN APPROVAL.**
 - (1) Any proposed new construction.
 - (2) Any proposed addition or expansion to a non-conforming lot, structure, or use.
 - (3) Any proposed addition or expansion which exceeds five percent (5%) of the building square footage or five hundred (500) square feet, whichever is less.
 - (4) A change in occupancy; this requirement does not include a change in tenant or proprietorship of a substantially similar use to that which existed previously.
- (f) **GENERAL STANDARDS.**
 - (1) Minimum lot size: twenty thousand (20,000) square feet.
 - (2) Minimum front yard setback: twenty-five (25) feet for structures, ten (10) feet for parking and paved areas.

- (3) Minimum side yard: ten (10) feet for structures, parking, and paved areas.
- (4) Minimum rear yard: twenty-five (25) feet for structures, ten (10) feet for parking or paved areas.
- (5) Maximum lot coverage: thirty percent (30%) covered by buildings.
- (6) Maximum building height: forty-five (45) feet or three (3) stories.
- (7) Design Standards.
 - a. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - b. The following shall apply to additions or expansions not required to obtain site plan approval:
 - i. The primary façade material for all additions or expansions shall be brick or natural stone. Where there is an addition or an expansion to an existing building, the façade materials on the portion of the building being altered or added must visually match or complement the appearance of the existing building. The Plan Commission may consider the use of alternative façade materials that are durable and of high quality for such additions or expansions.
 - i. Secondary façade materials may be used for architectural details or enhancements to additions or expansions. Such materials shall be high quality, durable, and cover not more than twenty-five percent (25%) of the building façade. The Plan Commission shall approve all secondary materials.
- (8) Screening. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (9) Landscaping. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12. Requirements set forth in Sec. 13-1-17 for commercial transitional landscaping areas shall apply to this district.
- (10) Lighting. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (11) Parking. The parking requirements listed in Section 13-1-51(b) shall apply to this district.
- (12) Loading. No loading shall be allowed in between any building and any street right-of-way. The loading requirements stated in Section 13-1-50 shall apply to this district.
- (g) **NUISANCE CONTROL.** No operation, process, manufacturing, or building shall produce or create excessive noise, light, odor, smoke, vibration, heat, glare, dust, gas, electronic interference, toxic matter, industrial waste, or other external nuisance.
- (m) **SIGNS.** Refer to Article F.

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

AN ORDINANCE RELATING TO HEIGHT, SETBACK AND AREA EXCEPTIONS

Introduced by Mayor Joseph Laux

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

SECTION 1: Section 13-1-14(j) is created as follows:

- (j) In the C-1, C-2, C-3 districts, and Special Uses in the R-1, R-2, R-3, and R-4 districts, covered canopies shall be allowed to extend into the front yard setback up to the right-of-way. Such canopies shall have a seven (7) foot minimum clearance at all points. Any portion of the canopy proposed to be extended into the right-of-way shall be subject to review and approval from the Director of Public Works and issuance of a revocable occupancy permit.

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

AN ORDINANCE RELATING TO ZONING DISTRICTS

Introduced by Mayor Joseph Laux

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

SECTION 1: Section 13-1-20 is repealed and recreated as follows:

SEC. 13-1-20 ESTABLISHMENT OF DISTRICTS.

(a) **DISTRICTS.** For the purpose of this Chapter, present and future, provision is hereby made for the division of the City of Menasha into the following 16 basic zoning districts:

- (1) A-1 Agricultural/Holding District
- (2) R-1 Single-Family Residence District
- (3) R-1A Low-Density Single Family Residence District
- (4) R-2 Two-Family Residence District
- (5) R-2A Multi-Family, Zero Lot Line Residence District
- (6) R-3 Multi-Family, Medium Density Residence District
- (7) R-4 Multi-Family, High Density Residence District
- (8) C-1 General Commercial District
- (9) C-2 Central Business District
- (10) C-3 Business and Office District
- (11) C-4 Business Park District
- (12) I-1 Heavy Industrial District
- (13) I-2 General Industrial District
- (14) PUD Planned Unit Development District
- (15) R-MH Mobile Home District
- (16) TND Traditional Neighborhood Development

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

AN ORDINANCE RELATING TO R-3 MULTI-FAMILY, MEDIUM DENSITY RESIDENCE DISTRICT

Introduced by Mayor Joseph Laux

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

SECTION 1: Section 13-1-27 is repealed and recreated as follows:

SEC. 13-1-27 R-3 MULTI-FAMILY, MEDIUM DENSITY RESIDENCE DISTRICT.

(a) INTENT.

The purpose of this district is to create medium density residential areas generally located on the fringes of one (1) and two (2) family residential neighborhoods. Uses that generate high volumes of traffic, noise, and other disruptions are generally restricted.

(b) PERMITTED USES.

- (1) Any use permitted in the R-2a Multi Family Residential District.
- (2) Multi-family dwellings.

(c) PERMITTED USES REQUIRING CONDITIONAL SITE PLAN APPROVAL.

- (1) Utility substation.

(d) SPECIAL USES.

- (1) Airport/ heliport.
- (2) All commercial and public radio, microwave and television towers and all private radio and television towers exceeding sixty (60) feet in height.
- (3) Boarding house.
- (4) Church.
- (5) Hospital
- (6) Mobile home park.
- (7) Nursing home.
- (8) Park or playground.
- (9) Private club, fraternity, or lodge.
- (10) Public library, museum, art gallery, or community center.
- (11) Railroad right-of-way and uses essential to their operation.
- (12) School.

(e) GARAGES ACCESSORY BUILDINGS AND USES.

- (1) Not more than one (1) nor more than three (3) garage stalls per dwelling unit.
- (2) Not more than one (1) accessory building per lot or per principal structure if more than one principal structure is located on a lot.
- (3) Not more than one of the following accessory uses per lot or per principal structure if more than one principal structure is located on a lot:
 - a. Private swimming pool.
 - b. Private tennis court.
 - c. Satellite antenna dish.
 - d. Detached solar structure.

(f) GENERAL STANDARDS.

- (1) Setbacks.
 - a. Minimum front yard setback – Twenty (20) feet or the prevailing setback.
 - b. Minimum side yard – Eight (8) feet on each side. For a single or two (2) family dwelling, minimum side yards are the same as the R-1 District requirements.

- c. Minimum rear yard – Twenty-five (25) feet.
 - d. Maximum height – Forty-five (45) feet or three (3) stories.
 - e. Minimum side and rear yard of detached garages, accessory buildings and uses – Three (3) feet side yard and three (3) feet rear yard.
 - f. Minimum lot size – Seven thousand two hundred (7,200) square feet for a single family dwelling, not less than three thousand six hundred (3,600) square feet per unit for a two (2) family dwelling and not less than two thousand four hundred (2,400) square feet per unit for a three (3) or more family dwelling unit.
- (2) Design Standards.
- a. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - b. The following shall apply to additions or expansions not required to obtain site plan approval;
 - i. The primary façade material for all additions or expansions shall be brick or natural stone. Where there is an addition or an expansion to an existing building, the façade materials on the portion of the building being altered or added must visually match or complement the appearance of the existing building. The Plan Commission may consider the use of alternative façade materials that are durable and of high quality for such additions or expansions.
 - ii. Secondary façade materials may be used for architectural details or enhancements to additions or expansions. Such materials shall be high quality, durable, and cover not more than twenty-five percent (25%) of the building façade. The Plan Commission shall approve all secondary materials.
- (3) Screening. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (4) Landscaping. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (5) Lighting. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (6) Parking. The parking requirements listed in Section 13-1-51(b) shall apply to this district.

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

AN ORDINANCE RELATING TO R-4 MULTI-FAMILY, HIGH DENSITY RESIDENCE DISTRICT

Introduced by Mayor Joseph Laux

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

SECTION 1: Section 13-1-28 is repealed and recreated as follows:

SEC. 13-1-28 R-4 MULTI-FAMILY, HIGH DENSITY RESIDENCE DISTRICT.

(a) INTENT.

The purpose of this district is to create high-density residential development that is readily accessible to thoroughfares, shopping and employment. Similar to the R-3 District, it is the intent to restrict uses that generate high volumes of traffic and noise.

(b) PERMITTED USES.

Any use permitted in the R-3 Multi-Family Residence District.

(c) PERMITTED USES REQUIRING CONDITIONAL SITE PLAN APPROVAL.

Utility substation.

(d) SPECIAL USES.

- (1) Airport/ heliport.
- (2) All commercial and public radio, microwave and television towers and all private radio and television towers exceeding sixty (60) feet in height.
- (3) Boarding house.
- (4) Church.
- (5) Daycare center/ nursery school.
- (6) Hospital
- (7) Mobile home park.
- (8) Multi-family dwelling containing units of less than five hundred fifty (550) square feet of gross area.
- (9) Nursing home.
- (10) Park or playground.
- (11) Private club, fraternity, or lodge.
- (12) Public library, museum, art gallery, or community center.
- (13) Railroad right-of-way and uses essential to their operation.
- (14) School.

(e) GARAGES ACCESSORY BUILDINGS AND USES.

- (1) Not more than one (1) nor more than three (3) garage stalls per dwelling unit.
- (2) Not more than one (1) accessory building per lot or per principal structure if more than one principal structure is located on a lot.
- (3) Not more than one of the following accessory uses per lot or per principal structure if more than one principal structure is located on a lot:
 - a. Private swimming pool.
 - b. Private tennis court.
 - c. Satellite antenna dish.
 - d. Detached solar structure.

(f) GENERAL STANDARDS.

- (1) Setbacks.
 - a. Minimum front yard setback – Twenty (20) feet or the prevailing setback.
 - b. Minimum side yard – Eight (8) feet on each side. For a single or two (2) family dwelling, minimum side yards are the same as the R-1 District requirements.
 - c. Minimum rear yard – Twenty-five (25) feet.
 - d. Maximum height – Forty-five (45) feet or three (3) stories.

- e. Minimum side and rear yard of detached garages, accessory buildings and uses – Three (3) feet side yard and three (3) feet rear yard.
 - f. Minimum lot size – Six thousand (6,000) square feet for a single-family dwelling; three thousand (3,000) square feet per unit for a two (2) family unit; one thousand five hundred (1,500) square feet per unit for a three (3) or more family unit; and seven hundred fifty (750) square feet per unit for a dwelling unit containing less than five hundred fifty (550) square feet.
- (2) Design Standards.
- a. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - b. The following shall apply to additions or expansions not required to obtain site plan approval;
 - i. The primary façade material for all additions or expansions shall be brick or natural stone. Where there is an addition or an expansion to an existing building, the façade materials on the portion of the building being altered or added must visually match or complement the appearance of the existing building. The Plan Commission may consider the use of alternative façade materials that are durable and of high quality for such additions or expansions.
 - ii. Secondary façade materials may be used for architectural details or enhancements to additions or expansions. Such materials shall be high quality, durable, and cover not more than twenty-five percent (25%) of the building façade. The Plan Commission shall approve all secondary materials.
- (3) Screening. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (4) Landscaping. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (5) Lighting. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (6) Parking. The parking requirements listed in Section 13-1-51(b) shall apply to this district.

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

AN ORDINANCE RELATING TO C-1 GENERAL COMMERCIAL DISTRICT

Introduced by Mayor Joseph Laux

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

SECTION 1: Section 13-1-29 is repealed and recreated as follows:

SEC. 13-1-29 C-1 GENERAL COMMERCIAL DISTRICT.

- (a) **INTENT.** The purpose of this district is to accommodate a wide range of retail and commercial service and product establishments. It is also intended to accommodate the development of mixed land uses which will allow the association of commercial and residential land uses in the same zoning district.
- (b) **PERMITTED USES.**
- (1) All permitted uses in the R-2 Two Family Residence District.
 - (2) Administrative, management, and support services.
 - (3) Arts, entertainment, and recreation facilities and services, indoor only.
 - (4) Construction services and contractors offices.
 - (5) Day care facilities.
 - (6) Education services and schools serving thirty (30) students or less.
 - (7) Financial and insurance services.
 - (8) Food services and drinking establishments.
 - (9) Health, medical and social services.
 - (10) Hotels and motels.
 - (11) Parks and playgrounds.
 - (12) Personal services.
 - (13) Professional, scientific, and technical services.
 - (14) Public administration buildings.
 - (15) Real estate services.
 - (16) Religious, grant making, civic, professional, and similar organizations.
 - (17) Rental and leasing services, excluding mini-warehousing.
 - (18) Retail trade:
 - a. Automotive, truck, recreational vehicle, and heavy equipment parts and accessory stores, excluding facilities with repair or maintenance facilities.
 - b. Furniture and home furnishings stores.
 - c. Electronics and appliance stores.
 - d. Building material, garden equipment and supplies dealers, indoor only.
 - e. Food and beverage stores.
 - f. Health and personal care stores.
 - g. Clothing and clothing accessories stores.
 - h. Sporting goods, hobby, book, music, and similar stores.
 - i. General merchandise and retail stores.
 - (19) Repair services, excluding automotive, truck, recreational vehicle, and heavy equipment repair and maintenance services.
 - (20) Utility substations.
 - (21) Other permitted uses.
 - a. Adult establishments which are more than five hundred (500) feet from schools, churches, community living arrangements, day care centers, nursery schools, family day care homes, parks, playgrounds, other community facilities, and other adult establishments.

- b. Uses not explicitly enumerated in the section as permitted uses, but determined by the Community Development Director to be closely similar thereto provided that these uses are not specified elsewhere as requiring a special use permit.

(c) **SPECIAL USES.**

- (1) Airport/heliport.
- (2) Amusement and recreation facilities, outdoor only.
- (3) Automotive, truck, recreational vehicles, and heavy equipment sales, rental, and leasing.
- (4) Automotive, truck, recreation vehicle, and heavy equipment repair and maintenance services.
- (5) Bed and breakfast facilities.
- (6) Building and garden equipment and supply dealers with outdoor displays.
- (7) Gasoline stations.
- (8) Landscape nurseries, orchards, and commercial greenhouses.
- (9) Manufactured or mobile home dealers.
- (10) Multi-family uses permitted in the R-4 Multi-Family District.
- (11) Museums, historical sites, and similar institutions, outdoor only.
- (12) Radio and television broadcasting facilities.
- (13) Railroad right-of-way and uses essential to railroad operation.
- (14) RV Parks and recreational camps.
- (15) Schools serving more than thirty (30) students.
- (16) Spectator sport facilities, outdoor only.
- (17) Other uses requiring a special use permit:
 - a. Any use which utilizes outdoor storage or outdoor display of merchandise or equipment. This requirement does not apply to outdoor display items which are removed each night.
 - b. Office buildings exceeding three (3) stories in height.
 - c. Major telecommunications facilities in accordance with 13-1-81.

(d) **USES REQUIRING SITE PLAN APPROVAL.**

- (1) Any proposed new construction.
- (2) Any proposed use that is listed as requiring a special use permit.
- (3) Any proposed addition or expansion to a non-conforming lot, structure, or use.
- (4) Any proposed addition or expansion which exceeds five percent (5%) of the building square footage or five hundred (500) square feet, whichever is less.
- (5) A change in occupancy (this requirement does not include a change in tenant or proprietorship of a substantially similar use to that which existed previously).

(e) **ACCESSORY BUILDINGS AND USES.**

- (1) Accessory building and uses customary with and incidental to the principal use are permitted unless otherwise excluded by this chapter.
- (2) Warehousing customarily incidental to any of the preceding permitted uses or special uses.

(f) **GENERAL STANDARDS.**

- (1) Minimum Lot Width. Eight (80) feet for lots established after the effective date of this ordinance.
- (2) Minimum Lot Size. Nine thousand five hundred (9,500) square feet for lots established after the effective date of this ordinance.
- (3) Minimum Front Yard Setback. Ten (10) feet for all structures, parking, and paving, except for points of ingress and egress approved by the Plan Commission. For properties abutting a residential district, the front yard setback requirement of the adjacent residential district shall apply.
- (4) Minimum Side Yard. None, unless abutting a residential use or district, then transitional area requirements apply.
- (5) Minimum Rear Yard. Ten (10) feet, unless abutting a residential use or district, then transitional area requirements apply.

- (6) Maximum Height. Forty-five (45) feet or three (3) stories, except as provided herein.
- (7) Maximum lot coverage of buildings shall not exceed thirty percent (30%). The Plan Commission, upon review, may reduce this requirement by up to fifty percent (50%).
- (8) If residential development is the principal use, then all requirements and standards of the applicable residential district apply.
- (9) Design Standards.
 - a. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - b. The following shall apply to additions or expansions not required to obtain site plan approval;
 - i. The primary façade material for all additions or expansions shall be brick or natural stone. Where there is an addition or an expansion to an existing building, the façade materials on the portion of the building being altered or added must visually match or complement the appearance of the existing building. The Plan Commission may consider the use of alternative façade materials that are durable and of high quality for such additions or expansions.
 - ii. Secondary façade materials may be used for architectural details or enhancements to additions or expansions. Such materials shall be high quality, durable, and cover not more than twenty-five percent (25%) of the building façade. The Plan Commission shall approve all secondary materials.
- (10) Screening. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (11) Landscaping. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12. Requirements set forth in Sec. 13-1-17 for commercial transitional landscaping areas shall apply to this district. If multi-family residential development is the principal use, then transitional area requirements apply.
- (12) Lighting. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (13) Parking. The parking requirements listed in Section 13-1-51(b) shall apply to this district.
- (14) Loading. No loading shall be allowed in between any building and any street right-of-way. The loading requirements stated in Section 13-1-50 shall apply to this district.
- (g) **NUISANCE CONTROL.** No operation, process, manufacturing, or building shall produce or create excessive noise, light, odor, smoke, vibration, heat, glare, dust, gas, electronic interference, toxic matter, industrial waste, or other external nuisance.
- (h) **SIGNS.** Refer to Article F.

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

AN ORDINANCE RELATING TO C-2 CENTRAL BUSINESS DISTRICT

Introduced by Mayor Joseph Laux

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

SECTION 1: Section 13-1-30 is repealed and recreated as follows:

SEC. 13-1-30 C-2 CENTRAL BUSINESS DISTRICT.

- (a) **INTENT.** The purpose of this district is to provide a centrally located, pedestrian-oriented business district with a wide range of retail and commercial service and product establishments. It is also intended to accommodate the development of mixed land uses that will allow the association of commercial and residential uses in the same zoning district.
- (b) **PERMITTED USES.**
- (1) Administrative, management, and support services.
 - (2) Arts, entertainment, recreation and sport facilities and services, indoor only.
 - (3) Construction services and contractors offices.
 - (4) Day care facilities.
 - (5) Educational services and schools serving thirty (30) students or less at any one time.
 - (6) Financial and insurance services.
 - (7) Food services and drinking establishments.
 - (8) Health, medical, and social services.
 - (9) Hotels and motels.
 - (10) Museums, historical sites, and similar institutions, indoor only.
 - (11) Parks and playgrounds.
 - (12) Personal services.
 - (13) Professional, scientific, and technical services.
 - (14) Public administration buildings.
 - (15) Real estate services.
 - (16) Religious, grantmaking, civic, professional, and similar organizations.
 - (17) Rental and leasing services, excluding mini-warehousing.
 - (18) Residential uses coincident with or secondary to the commercial use and occupancy of the premises; single-family and two-family dwelling units as a principal use are prohibited. Accessory structures coincident with or secondary to non-conforming residential structures existing at the date of adoption of this ordinance may be constructed in accordance with the setback regulations of the residential district most closely associated with the existing use of the property.
 - (19) Retail trade:
 - a. Automotive, truck, recreational vehicle, and heavy equipment parts and accessory stores, excluding facilities with repair or maintenance facilities.
 - b. Furniture and home furnishings stores.
 - c. Electronics and appliance stores.
 - d. Building material, garden equipment and supplies dealers, indoor only.
 - e. Food and beverage stores.
 - f. Health and personal care stores.
 - g. Clothing and clothing accessories stores.
 - h. Sporting goods, hobby, book, music, and similar stores.
 - i. General merchandise and retail stores.
 - (20) Repair services, excluding automotive, truck, recreational vehicle, and heavy equipment repair and maintenance services.

- (21) Utility substations.
 - (22) Other permitted uses.
 - a. Adult establishments which are more than five hundred (500) feet from schools, churches, community living arrangements, day care centers, nursery schools, family day care homes, parks, playgrounds, other community facilities, and other adult establishments.
 - b. Uses not explicitly enumerated in the section as permitted uses, but determined by the Community Development Director to be closely similar thereto provided that these uses are not specified elsewhere as requiring a special use permit.
- (c) **SPECIAL USES.**
- (1) Airport/heliport.
 - (2) Arts, entertainment, recreation, and sport facilities and services, outdoor only.
 - (3) Bed and breakfast facilities.
 - (4) Gasoline stations.
 - (5) Multi-family uses permitted in the R-3 Multi-Family District.
 - (6) Museums, historical sites, and similar institutions, outdoor only.
 - (7) Radio and television broadcasting facilities.
 - (8) Railroad right-of-way and uses essential to railroad operation.
 - (9) Schools serving more than thirty (30) students at any one time.
 - (10) Other uses requiring a special use permit:
 - a. Any use which utilizes outdoor storage or outdoor display of merchandise or equipment. This requirement does not apply to outdoor display items, which are removed each night.
 - b. Office buildings exceeding (3) three stories in height.
- (d) **USES REQUIRING SITE PLAN APPROVAL.**
- (1) Any proposed new construction.
 - (2) Any proposed use that is listed as requiring a special use permit.
 - (3) Any proposed addition or expansion to a non-conforming lot, structure, or use.
 - (4) Any proposed addition or expansion which exceeds five percent (5%) of the building square footage or five hundred (500) square feet, whichever is less.
 - (5) A change in occupancy (this requirement does not include a change in tenant or proprietorship of a substantially similar use to that which existed previously).
- (e) **ACCESSORY BUILDINGS AND USES.**
- (1) Accessory building and uses customary with and incidental to the principal use are permitted unless otherwise excluded by this chapter.
- (f) **GENERAL STANDARDS.**
- (1) Maximum front yard setback. Structures or additions constructed after the effective date of this ordinance shall be built no more than (10) feet from the front yard property line or at the prevailing setback. The Plan Commission may modify this requirement in instances where the structure would encroach into a vision control area, where a lot has multiple street frontages, when outdoor seating or plaza areas are proposed, or other similar instances as deemed appropriate by the Plan Commission.
 - (2) Minimum front yard setback. Five (5) feet for all parking and paved areas, except for pedestrian paths or plazas and points of ingress and egress approved by the Plan Commission.
 - (3) Minimum side yard. None, unless abutting a residential district, then transitional area requirements apply.
 - (4) Minimum rear yard. None, unless abutting a residential district, then transitional area requirements apply.
 - (5) Minimum waterfront setback. Ten (10) feet for parking and paved areas, except for pedestrian paths or plazas approved by the Plan Commission.
 - (6) Minimum height. Twenty-four (24) feet or two stories.
 - (7) Maximum height. One hundred (100) feet or six (6) stories.
 - (8) Parking.

- a. No off-street parking is required for the C-2 District; however, provisions for such parking are encouraged.
 - b. If multi-family development is the principal use, parking shall be provided as required in Article E.
 - c. If off-street parking is provided for, the parking design standards listed in Section 13-1-51 shall apply.
- (9) Screening. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (10) Landscaping. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12. The Plan Commission may reduce the landscaping requirement when the requirement cannot be reasonably met due to limitations unique to the site.
- (11) Lighting. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (12) Design Standards.
- a. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - b. The following shall apply to additions or expansions not required to obtain site plan approval:
 - 1. The primary facade materials for all additions or expansions shall be brick or natural stone. Where there is an addition or expansion to an existing building, the facade materials on the portion of the building being altered or added must visually match or complement the appearance of the existing building. The Plan Commission may consider the use of alternative facade materials that are durable and of high quality for such additions or expansions. Vinyl siding, aluminum siding, enameled steel, and non-decorative concrete masonry units are prohibited as primary facade materials for any building elevation.
 - 2. Secondary facade materials may be used for architectural details or enhancements to additions or expansions. Such materials shall be high quality, durable, and not cover more than twenty-five (25) percent of the building facade. Vinyl siding, aluminum siding, enameled steel, and non-decorative concrete masonry units are prohibited as secondary facade materials for any building elevation. All secondary materials shall be approved by the Plan Commission.
- (g) **NUISANCE CONTROL.** No operation, process, manufacturing, or building shall produce or create excessive noise, light, odor, smoke, vibration, heat, glare, dust, gas, electronic interference, toxic matter, industrial waste, or other external nuisance.
- (h) **SIGNS.** Refer to Article F.

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

AN ORDINANCE RELATING TO I-1 HEAVY INDUSTRIAL DISTRICT

Introduced by Mayor Joseph Laux

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

SECTION 1: Section 13-1-31 is repealed and recreated as follows:

SEC. 13-1-31 I-1. HEAVY INDUSTRIAL DISTRICT.

- (a) **PERMITTED USES.**
 - (1) Manufacture, assembly, compounding, processing and packaging of goods, materials and products (excluding automotive wrecking and junk yards).
 - (2) Printing, publishing and engraving.
 - (3) Research, laboratory and testing facilities.
 - (4) Transportation, trucking facilities or terminals and enclosed repair facilities.
 - (5) Wholesale, warehousing, storage and distribution.
- (b) **PERMITTED USES REQUIRING CONDITIONAL SITE PLAN APPROVAL.**
 - (1) Radio, microwave or television tower.
 - (2) Railroad rights-of-way and uses essential to railroad operation.
 - (3) Retail trade, finance, insurance, real estate, office and other services incidental and complementary to local industry.
- (c) **SPECIAL USES.**
 - (1) Public utility structures.
 - (2) Commercial telecommunication facilities in accordance with Section 13-1-81.
 - (3) Auto/Truck Sales and Service.
- (d) **ACCESSORY BUILDING AND USES.**
 - (1) Accessory buildings and uses customary with and incidental to the principal use are permitted unless otherwise excluded by this Code.
- (e) **STANDARDS.**
 - (1) Minimum area to be zoned Heavy Industrial District – Twenty (20) acres.
 - (2) Minimum lot size – One (1) acre.
 - (3) Minimum lot depth – Two hundred forty-five (245) feet.
 - (4) Minimum lot width – One hundred eighty (180) feet.
 - (5) Minimum front yard setback – Thirty (30) feet for buildings and ten (10) feet for parking.
 - (6) Minimum side yard – Ten (10) feet.
 - (7) Minimum rear yard – Ten (10) feet.
 - (8) Maximum building height – One hundred (100) feet.
 - (9) Maximum lot coverage of buildings shall not exceed sixty percent (60%). The Plan Commission, upon review, may reduce this requirement up to fifty percent (50%).
 - (10) Minimum landscaping requirement.
 - a. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.

- b. Requirements set forth in Sec. 13-1-17 for industrial transitional landscaping areas shall apply to this district.
 - c. The Plan Commission, upon review, may reduce the required landscaping area as set forth in 13-1-12 by up to fifty percent (50%) when the requirement cannot be reasonably met due to limitations unique to the site.
- (11) Parking and Loading. The parking and loading requirements listed in Article E shall apply to this district.
 - (12) When the Heavy Industrial District is adjacent to a residential district or use, the transitional area requirements shall apply.
 - (13) Lighting. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - (14) Screening. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - (15) Design Standards. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - (16) Residential use is prohibited.

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

AN ORDINANCE RELATING TO I-2 GENERAL INDUSTRIAL DISTRICT

Introduced by Mayor Joseph Laux

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

SECTION 1: Section 13-1-32 is repealed and recreated as follows:

SEC. 13-1-32 I-2 GENERAL INDUSTRIAL DISTRICT.

- (a) **INTENT.** The purpose of this district is to encourage manufacturing, warehousing and other similar uses in areas already established for such uses.
- (b) **PERMITTED USES.**
 - (1) Insurance, real estate, office and other services incidental and complementary to local industry.
 - (2) Manufacture, assembly, compounding, processing and packaging of goods, materials and products.
 - (3) Printing, publishing and engraving.
 - (4) Research, laboratory and testing facilities.
 - (5) Transportation, trucking, facilities or terminals and enclosed repair facilities.
 - (6) Wholesale, warehousing, storage and distribution.
- © **PERMITTED USES REQUIRING CONDITIONAL SITE PLAN APPROVAL.**
 - (1) Public utility structures.
 - (2) Railroad rights-of-way and uses essential to railroad operations.
- (d) **SPECIAL USES.**
 - (1) Abattoir, stockyard, tannery, fertilizer manufacture, and garbage, rubbish, offal, dead animal reduction or dumping.
 - (2) Saw and grist mill.
 - (3) Explosives manufacture and storage.
 - (4) Fuel storage and refining.
 - (5) Junk yard.
 - (6) Glue manufacture.
 - (7) Mining, quarrying, etc., activities.
 - (8) Acid manufacture.
 - (9) Smelting of ferrous or nonferrous metals.
 - (10) Commercial telecommunication facilities in accordance with Section 13-1-81.
 - (11) Auto/Truck Sales and Service
- (e) **ACCESSORY BUILDINGS AND USES.**
 - (1) Dwellings for watchman.
 - (2) Accessory buildings and uses customary with and incidental to the principal use are permitted unless otherwise excluded by this Code.
- (f) **STANDARDS.**
 - (1) Minimum front yard setback -- Ten (10) feet.
 - (2) Minimum side yard -- None.
 - (3) Minimum rear yard -- Ten (10) feet.
 - (4) Maximum building height -- One hundred (100) feet.

- (5) Maximum lot coverage -- Sixty percent (60%) for all buildings. The Plan Commission, upon review, may reduce this requirement by up to fifty percent (50%).
- (6) Minimum landscaping requirement.
 - a. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - b. Requirements set forth in Sec. 13-1-17 for industrial transitional landscaping areas shall apply to this district.
 - c. The Plan Commission, upon review, may reduce the required landscaping area as set forth in 13-1-12 by up to fifty percent (50%) when the requirement cannot be reasonably met due to limitations unique to the site.
- (11) Parking and Loading. The parking and loading requirements listed in Article E shall apply to this district.
- (12) When the General Industrial District is adjacent to a residential district or use, the transitional area requirements shall apply.
- (13) Lighting. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (14) Screening. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (15) Design Standards. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
- (16) Residential use is prohibited.

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

AN ORDINANCE RELATING TO R-2A MULTI-FAMILY, ZERO LOT LINE RESIDENCE DISTRICT

Introduced by Mayor Joseph Laux

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

SECTION 1: Section 13-1-35 is repealed and recreated as follows:

SEC. 13-1-35 R-2A MULTI-FAMILY, ZERO LOT LINE RESIDENCE DISTRICT

- (a) **INTENT.** The purpose of this district is to provide small scale and moderate density multi-family development. This district is intended to serve in a transitional capacity between higher and lower intensity land uses.
- (b) **PERMITTED USES.**
 - (1) Any use permitted in the R-1 Single Family Residence District and the R-2 Two Family Residence District.
 - (2) Single family attached dwellings and zero lot line attached dwellings.
- (c) **PERMITTED USES REQUIRING SITE PLAN APPROVAL.**
 - (1) Structures with three or more units.
 - (2) Utility substation.
 - (3) Any use listed as requiring a special use permit.
- (d) **SPECIAL USES.**
 - (1) Boarding house.
 - (2) Bed and breakfast.
 - (3) Cemetery.
 - (4) Church.
 - (5) Day care center/nursery school.
 - (6) Farm.
 - (7) Golf course.
 - (8) Park or playground.
 - (9) Public building.
 - (10) Public library, museum, art gallery, or community center.
 - (11) Railroad rights-of way and uses essential to their operation.
 - (12) Nursing home.
 - (13) School.
- (e) **GARAGES, ACCESSORY BUILDINGS AND USES.**
 - (1) One (1) private garage per dwelling unit. Such garage may be constructed in addition to the garage space within the principal structure. A minimum of one garage or underground parking stall shall be provided for each unit.
 - (2) One (1) accessory building per lot.
 - (3) Any of the following accessory uses per lot:
 - a. One (1) private swimming pool.
 - b. One (1) private tennis court.
 - c. One (1) satellite antenna/dish.
 - d. One (1) detached solar structure.
- (f) **GENERAL STANDARDS.**
 - (1) Uses requiring special use permits shall comply with the requirements of 13-1-12.
 - (2) The following design standards shall be applied to structures with three or more attached or zero lot line residential units:
 - a. Architecture. Architectural design shall be provided for all building facades. All side and rear elevations shall be given architectural treatment compatible

with the front elevation of the building. Buildings shall be finished in an attractive manner in keeping with the accepted standards used for the type of building. Principal buildings shall be faced in stone, brick, or other decorative masonry material.

- b. Screening. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - c. Landscaping. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - d. Lighting. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - e. Parking. The parking requirements listed in Section 13-1-51 shall apply to this district.
- (3) Parking. Refer to Article E.

(g) SINGLE-FAMILY ATTACHED DWELLINGS.

- (1) Maximum Density. Thirty-six hundred (3,600) square feet per dwelling unit.
- (2) Minimum Lot Width. Sixty (60) feet.
- (3) Minimum Front Yard Setback. Twenty (20) feet or the prevailing setback.
- (4) Minimum Side Yard Setbacks.
 - a. Eight (8) feet for the principal structure, parking lots, or attached garages.
 - b. Three (3) feet for detached garages and accessory buildings located eight (8) feet or more from the principal structure.
 - c. Six (6) feet for detached garages and accessory buildings located less than eight (8) feet from the principal structure.
- (5) Minimum Rear Yard Setbacks.
 - a. Thirty (30) feet for the principal structure.
 - b. Three (3) feet for detached garages and accessory buildings located eight (8) feet or more from the principal structure.
 - c. Eight (8) feet for detached garages and accessory buildings located less than eight (8) feet from the principal structure.
 - d. Eight (8) feet for parking lots.
- (6) Minimum Shoreyard Setback. Fifty (50) feet for principal dwelling or use.
- (7) Maximum Height. Thirty-five (35) feet or two and one-half (2-1/2) stories for the principal structure.
- (8) Parking. Refer to Article E.

(h) ZERO LOT LINE ATTACHED DWELLINGS.

- (1) Maximum Density. One (1) dwelling unit per lot.
- (2) Minimum Lot Size. Thirty-six hundred (3,600) square feet.
- (3) Minimum Lot Width. Thirty (30) feet.
- (4) Minimum Front Yard Setback. Twenty (20) feet or the prevailing setback.
- (5) Minimum Side Yard Setbacks.
 - a. Principal Structure. Minimum side yard of zero (0) feet provided that:
 - 1. Not more than six (6) units may be attached in series. The required side yards for lots located on either end of such a series shall be ten (10) feet for that side which is not attached to the adjoining unit.
 - 2. The adjoining side yard setback of the lot adjacent to the zero (0) side yard is also zero (0).
 - 3. The adjacent lots with zero (0) side yards are held under the same ownership at the time of initial construction of the attached dwellings.
 - 4. All units of the attached dwelling are completed prior to occupancy of any unit.
 - 5. Restrictive covenants shall be recorded at the Calumet or Winnebago County Register of Deeds as determined by the location of the proposed development, providing declarations and/or bylaws similar to those typically recorded on a Declaration of Condominium. Said covenants shall provide for mediation of any and all disputes

between owners of each unit and any third party with regard to construction, use, and maintenance of the real property. Furthermore, said covenants shall specifically state that the City of Menasha and all approving authorities shall not be held responsible for same, and that said covenants shall inure to all heirs and assigns.

- b. Detached Garages and Accessory Structures.
 - 1. Minimum side yard of three (3) feet if located eight (8) feet or more from the principal.
 - 2. Minimum side yard of six (6) feet if located less than eight (8) feet from the principal structure.
- c. Parking Lots. Three (3) feet.
- (6) Minimum Rear Yard Setbacks.
 - a. Thirty (30) feet for the principal structure.
 - b. Three (3) feet for detached garages and accessory buildings located eight (8) feet or more from the principal structure.
 - c. Eight (8) feet for detached garages and accessory buildings located less than eight (8) feet from the principal structure.
 - d. Eight (8) feet for parking lots.
- (7) Minimum Shoreyard Setback. Fifty (50) feet for a principal dwelling or use.
- (8) Maximum Height. Thirty-five (35) feet or two and one-half (2-1/2) stories for the principal structure.
- (9) Parking. Refer to Article E.

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

AN ORDINANCE RELATING TO C-3 BUSINESS AND OFFICE DISTRICT

Introduced by Mayor Joseph Laux

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

SECTION 1: Title 13, Article E is repealed and recreated as follows:

SEC. 13-1-36 C-3 BUSINESS AND OFFICE DISTRICT.

- (a) **INTENT.** The purpose of this district is to accommodate a limited range of general business and light industrial uses. These provisions are intended to promote aesthetically pleasing and harmonious overall development by establishing minimum standards for site development and building design.
- (b) **PERMITTED USES:**
 - (1) Community centers, museums, art galleries, theaters and similar uses.
 - (1) Day care centers.
 - (2) Medical, dental and other health services.
 - (3) Professional, general business, contractors and public administration offices.
 - (4) Recreational/fitness facilities.
 - (5) Research, testing, and technology-based uses.
 - (6) Service industries such as personal, education, business, and financial services.
 - (7) Utility substations.
- (c) **SPECIAL USES:**
 - (1) Landscape nurseries.
 - (2) Light manufacturing and assembly.
 - (3) Outdoor recreational facilities.
 - (4) Printing and publishing.
 - (5) Radio or television stations.
 - (6) Retail.
 - (7) Multi-Family housing as permitted in the R-4 Multi-Family Residential District
- (d) **ACCESSORY BUILDINGS AND USES.**
 - 1. Accessory buildings and uses customary with and incidental to the principal use are permitted unless otherwise excluded by this Chapter.
 - 2. Outdoor storage and outdoor display areas are prohibited.
- (e) **USES REQUIRING CONDITIONAL SITE PLAN APPROVAL:**
 - (1) Any proposed new construction.
 - (2) Any proposed addition or expansion to a non-conforming, lot, structure or use.
 - (3) Any proposed addition or expansion which exceeds five percent (5%) of the building square footage or five hundred (500) square feet, whichever is less.
 - (4) A change in occupancy; this requirement does not include a change in tenant or proprietorship of a substantially similar use to that which existed previously.
- (f) **GENERAL STANDARDS.**
 - (1) Minimum lot size: 20,000 square feet.
 - (2) Minimum front yard setback: twenty-five (25) feet for structures, ten (10) feet for parking and paved areas.
 - (3) Minimum side yard: ten (10) feet for structures, parking and paved areas.
 - (4) Minimum rear yard: twenty-five (25) feet for structures, ten (10) feet for parking or paved areas.
 - (5) Maximum lot coverage: thirty percent (30%) covered by buildings.
 - (6) Maximum building height: forty-five (45) feet or three (3) stories.
 - (7) If residential development is the principal use, then all requirements and standards

- of the applicable residential district apply.
- (8) Design Standards.
 - a. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - b. The following shall apply to additions or expansions not required to obtain site plan approval;
 - i. The primary façade material for all additions or expansions shall be brick or natural stone. Where there is an addition or an expansion to an existing building, the façade materials on the portion of the building being altered or added must visually match or complement the appearance of the existing building. The Plan Commission may consider the use of alternative façade materials that are durable and of high quality for such additions or expansions.
 - ii. Secondary façade materials may be used for architectural details or enhancements to additions or expansions. Such materials shall be high quality, durable, and cover not more than twenty-five percent (25%) of the building façade. The Plan Commission shall approve all secondary materials.
 - (9) Screening. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - (10) Landscaping. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12. Requirements set forth in Sec. 13-1-17 for commercial transitional landscaping areas shall apply to this district. If multi-family residential development is the principal use, then transitional area requirements apply.
 - (11) Lighting. Permitted uses requiring conditional site plan approval shall comply with the requirements of Section 13-1-12.
 - (12) Parking. The parking requirements listed in Section 13-1-51(b) shall apply to this district.
 - (13) Loading. No loading shall be allowed in between any building and any street right-of-way. The loading standards stated in Section 13-1-50 shall apply to this district.
 - (g) **NUISANCE CONTROL.** No operation, process, manufacturing, or building shall produce or create excessive noise, light, odor, smoke, vibration, heat, dust, gas, electronic interference, toxic matter, industrial waste, or other external nuisance..
 - (m) **SIGNS.** Refer to Article F.

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

AN ORDINANCE RELATING TO POLE SIGNS

Introduced by

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

SECTION 1: 13-1-63(e) is repealed and recreated as follows:

- (e) **Pole Signs.** *Except as allowed in 13-1-67, a sign in which the bottom is not in contact with or close to the ground and that is mounted on a freestanding pole(s), column(s), or similar support.*

SECTION 2. 13-1-67(g) is created as follows:

- (g) **Pole Signs.** *Pole signs are allowed on properties zoned C-1, I-1, or I-2 that directly abut WIS 441. Pole signs shall be subject to the following standards:*
1. *The structure shall be constructed on no less than two columns which must be designed to incorporate design details, materials, and colors of the associated building(s). EFIS shall not be allowed on the bottom 3 feet.*
 2. *Maximum height of a pole sign is sixteen (16) feet above the WIS 441 centerline grade directly adjacent to the subject property.*
 3. *Individual tenant sign panels should be uniform in size, recognizing that the major tenant, or the name of the center may have a slightly larger sign panel.*
 4. *Sign panels shall not extend more than two (2) feet beyond the width of the architectural support elements on the sign.*
 5. *Pole signs may be internally illuminated; however they shall be designed to minimize the amount of light that is transmitted through the sign panel. The display of white light should be limited to the sign copy. If lighting the sign copy only is not an option, the display of internal illumination through the background shall be controlled by limiting its size to 30% of the sign area, changing the shape of the sign to reduce the lighted surface area, using a dark color, using an opaque screen, or a combination of these features.*
 6. *Electronic Message Centers are prohibited.*

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

Passed and approved this _____ day of _____, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

AN ORDINANCE RELATING TO SITE, ARCHITECTURAL, LANDSCAPING, AND LIGHTING
PLAN REVIEW

Introduced by Mayor Joseph Laux

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

SECTION 1: Section 13-1-12 is repealed and recreated as follows:

Section 13-1-12 . Site Plan, Architectural, Landscaping, and Lighting Review.

- (a) **Intent.** For the purpose of promoting compatible development, stability of property values, enhancement of safety and to prevent impairment or depreciation of property values, no person shall commence any multifamily, commercial or industrial use, or erect any structure or change the occupancy of any structure, without first obtaining approval of detailed site, architectural and landscaping plans, as set forth in this section, prior to the issuance of a building permit.
- (b) **Review.** The Plan Commission shall review site, architectural, lighting and landscaping plans for the following activities within each zoning district:
 - (1) R-1A, R-1 Single Family and R-2 Two-Family Residence Districts
 - a. Any proposed use that is listed as requiring site plan approval or a special use permit.
 - (2) R-2A, R-3 and R-4 Multi-Family Residence Districts
 - a. Any proposed new construction.
 - b. Any proposed use that is listed as requiring site plan approval or a special use permit.
 - c. Any proposed addition or expansion to a non-conforming lot, structure, or use.
 - d. Any proposed addition or expansion which exceeds five percent (5%) of the building square footage or five hundred (500) square feet, whichever is less.
 - (3) C-1 General Commercial, C-2 Central Business District, C-3 Business and Office, C-4 Business Park, I-1 Heavy Industrial, and I-2 General Industrial Districts.
 - a. Any proposed new construction.
 - b. Any proposed use that is listed as requiring site plan approval or a special use permit.
 - c. Any proposed addition or expansion to a non-conforming lot, structure, or use.
 - d. Any proposed addition or expansion which exceeds five percent (5%) of the building square footage or five hundred (500) square feet, whichever is less.
 - e. A change in occupancy (this requirement does not include a change in tenant or proprietorship of a substantially similar use to that which existed previously).
 - (4) R-MH Residential Mobile Home District
 - a. Any proposed mobile home park.
 - b. Any change or expansion to an existing mobile home park.

- (c) **Procedure and Requirements.** All site plans shall be submitted according to the policies, procedures, and requirements outlined in the City of Menasha Site Plan Review Guide.
- (d) **General.** Site development shall be compatible with existing or permissible adjacent or surrounding development, street layout and traffic flow.
- (e) **Site Design.**
- (1) Ingress/Egress and Driveways. The design of all driveways and points of ingress/egress shall conform to the requirements of Section 13-1-51.
 - (2) Parking and Loading. All off-street parking and loading shall conform to the requirements of Sections 13-1-50 and 13-1-51. Off-street parking shall be arranged for convenient access and safety of pedestrians, bicycles and vehicles.
 - (3) Fire Protection. A plan for site access shall be provided including the location of fire hydrants, the location, width and turning radii of access drives and the type of building for fire protection purposes.
 - (4) Truck Docks and Loading Areas. All buildings shall be constructed and located such that the Fire Department can have access around the building during the entire year.
 - (5) Storage of Waste and Trash. Except on through lots, waste and trash receptacles shall not be located in the front or street side yard, and shall be screened from view enclosed by a fence or solid material, or by a combination of the fencing and landscaping, and shall comply with the following standards:
 - a. The screening shall be at least six (6) feet in height.
 - b. Screening shall accomplish 75% opacity at the time of installation and shall accomplish the desired screening throughout the year.
 - (6) Other Screening. Where it is deemed appropriate or desirable to install screening to restrict view and/or absorb noise, the Plan Commission may require any of the following:
 - a. Additional planting materials.
 - b. Fencing.
 - c. A berm. The slope of the berm shall not exceed 33% (3:1).
- (f) **Architectural Design and Materials.**
- (1) Architectural Design Plan Submittals. An architectural design plan (to scale) must be submitted. It shall include all building elevations with dimensions, entrances, architectural features and building materials and colors.
 - (2) General. Building design shall complement the building site and be compatible with existing or permissible adjacent or surrounding buildings and development. Building design shall be compatible with existing and proposed adjacent routes of circulation for vehicles and pedestrians. All side and rear elevations shall be given architectural treatment compatible with the front elevation of the building.
 - (3) Walls. No building shall have long expanses of uniform and flat walls. Reasonable articulation of building facades shall be provided by using offsets, recesses and/or projections, changes in plane, changes in height, windows, awnings, arcades and/or colonnades. Use of awnings shall be limited to above windows and entrances. Awnings shall be attached to a vertical wall. All sides of

a building that are open to public view from any street or highway shall receive equal architectural design consideration.

- (4) Roofs. No building shall have long expanses of uniform roof planes. Reasonable articulation of roof lines shall be provided by using a pitched roof, a partial roof, or parapet walls of varying heights, dormers, overhangs, arches, stepped roofs, gables, or other similar devices. All flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists, the parapet shall be a minimum of 18 inches high. All parapets shall feature cornice treatments and shall provide a cap to demonstrate that the upper edge is the top of the building.
- (5) Roof Equipment. The placement of rooftop mechanical equipment is discouraged. If roof mounted mechanical equipment is necessary, it shall be screened from view from adjacent streets and highways and adjoining residential uses or residential zoning districts. Acceptable screening shall be accomplished by raising the parapet on all sides of the building to be as high as the equipment, or a secondary roof screening system that encloses groups of units. Screens shall be aesthetically incorporated into the design of the building and have materials that are compatible with the building. In no case shall wooden or vinyl fences, or chain-link fencing with slats be used as rooftop equipment screens.
- (6) Ground Equipment. Ground mounted mechanical equipment shall be screened from view with wing walls, landscaping, or a combination of both.
- (7) Customer/Public Entrances. Customer and public entrances shall be designed with one or more of the following: canopy, overhang or arch above entrance, recess or projection in the building facade surrounding the entrance, peaked roof or raised parapet structure over the door.
- (8) Building Materials.
 - a. Primary building materials shall ordinarily be limited to not more than four types per building provided, however, that long uninterrupted expanses of a single material shall be prohibited.
 - b. The use of metal siding exclusively on any building is prohibited.
 - c. At a minimum, the following shall apply:

District	Minimum Construction Material Requirement
Special Uses in the R-1, R-1A, R-2, R-2A, R-3, and R-4 districts	75% Brick or natural stone
R2A	Front façade only, brick or natural stone
R-3	75% Brick or natural stone
R-4	75% Brick or natural stone
C-1	75% Brick or natural stone
C-2	75% Brick or natural stone
C-3	75% Brick or natural stone
C-4	75% Brick, natural stone or decorative concrete masonry units
I-1	Lower 1/3 of the building shall be architectural masonry, architectural composite aluminum or steel panels, glass, or a combination on any

	side of the building fronting upon or open to view from a public view or highway
I-2	Lower 1/3 of the building shall be architectural masonry, architectural composite aluminum or steel panels, glass, or a combination on any side of the building fronting upon or open to view from a public view or highway
PUD	See Section 13-1-33
R-MH	See Article H
TND	See Section 13-1-38

- d. EFIS shall not be allowed on the bottom 3 feet of a building or on more than 25 percent of a building elevation.
- e. Except in the I-1 and I-2 Districts, vinyl siding, aluminum siding, enameled steel, non-decorative concrete masonry units, and glass are prohibited as primary façade materials for any building elevation.
- f. Secondary façade materials may be used for architectural details or enhancements. Such materials shall be high quality, durable, and not cover more than twenty-five percent (25%) of the building façade for all districts except the I-1 and I-2 districts. All secondary materials shall be approved by the Plan Commission.

(9) Innovative Materials and Design. The Plan Commission may approve other durable high quality building materials or alternative building designs to facilitate the use of recycled materials, alternative energy systems, and other environmentally friendly “green” construction and design.

(10) Chain or Franchise Design. Chain or franchise design, characterized by large logos and/or colors used over large expanses of a building or other building formats incorporating trademarked or brand-identified design features is discouraged and may be disapproved by the Plan Commission if found to be in conflict with local architectural composition, character, vernacular, and historic context.

(11) Accessory Structures. Accessory structures shall be given compatible architectural treatment to the principal structure.

(g) **Landscaping Design and Materials**

(1) Landscape Plan Submittals. A landscape plan (to scale) must be submitted. It shall include details of all proposed landscaping, buffering and screening, including the estimated costs. The landscape plan shall be prepared by a landscape professional and shall show the location and dimensions of all existing and proposed structures, parking, drives, rights-of-way, and any other permanent features, and the following landscape information:

- a. A plant list, with estimated costs, and a coverage chart showing the location, quantity, size (at time of planting and at maturity), spacing, and common names of all landscape materials used.
- b. The location and type of existing trees over four inches in diameter (measured six inches above the ground) within the area to be developed.
- c. The location and percent slope of all proposed berms (using one-foot contours).
- d. Other information as stated in the Site Plan Review Guide.

- (2) General. The following minimum landscape area per district shall apply:

District	Minimum Landscaped Area
Special Uses in the R-1, R-1A, R-2, R-2A, R-3, R-4 districts	20%
R2A	25%
R-3	20%
R-4	20%
C-1	15%
C-2	5%
C-3	20%
C-4	20%
I-1	5%
I-2	5%
PUD	See Section 13-1-33
R-MH	See Article H
TND	See Section 13-1-38

- (3) Landscaping Adjacent to Buildings. A landscaped buffer not less than three feet in width shall be provided at the base of the principal building facing a public street or parking exposure. At least 50 percent of building perimeter landscaping shall be landscaped utilizing plant materials other than turf. Plant materials shall be comprised of a minimum of 25 percent evergreens but no more than 50 percent evergreens.
- (4) Perimeter Landscaping. The front setback area shall be landscaped except for points of ingress and egress approved by the Plan Commission. At least one canopy tree, not less than 1.5 inch caliper shall be provided for every 35 linear feet along the perimeter of the site adjacent to the street. (This provision may be waived by the Plan Commission if the site is already wooded.) At least 25 percent of the perimeter area shall be landscaped utilizing plant material other than turf. Plant materials shall be comprised of a minimum of 25 percent evergreens but no more than 75 percent evergreens.
- (5) Parking Lot Landscaping.
- a. *Perimeter Screening.* All parking lots adjacent to a street shall provide a landscaped buffer along the street not less than 8 feet in width. At least one canopy tree, not less than 1.5 inch caliper and five shrubs shall be provided for every 30 linear feet within the perimeter. Shrubs shall be maintained to a height of not less than three feet and shall be comprised of a minimum of 50 percent evergreens. The perimeter screening may be combined with the perimeter landscaping requirement in sub(4) above provided, however, that plantings of this section are required.
 - b. *Interior Landscaping Areas.* Parking lots 5,000 square feet or larger shall provide interior landscaping areas totaling not less than 10 percent of the parking area. Interior landscaping areas may include landscape islands, landscape peninsulas, or planting strips. Each such area must be a minimum area of 100 square feet and shall contain at least one canopy tree not less than 1.5 inch caliper, plus shrubs and/or groundcover. Turf is

prohibited. Landscaped areas shall be protected by curbing or other means approved by the Plan Commission. Landscaped areas shall provide a minimum of 30 inches for vehicle overhang.

(h) **Outdoor Lighting.**

- (1) **Lighting Plan Submittals.** A lighting plan is required for all areas containing outdoor lighting, including, but not limited to, floodlighting, security lighting, event lighting or the lighting of off-street parking and loading areas. Such plan shall become an integral part of any site plan review application. No building permit shall be issued without first obtaining approval of a required lighting plan.

The details of exterior lighting shall show the location and dimensions of all existing and proposed structures, parking, drives, rights-of-way, and any other permanent features, and the following lighting information:

- a. Photometric calculations shall be detailed on an exterior lighting plan unless waived by the Community Development Director. Photometric calculations shall be based on the “mean” light output per the manufacturer’s values of the specified lamp and luminaire photometry data formatted on Illumination Engineering Society (I.E.S.) file compiled by an approved testing laboratory. The details provided for exterior lighting shall include point-to-point photometric calculations at intervals of not more than ten (10) feet, at ground level, and may also be required at six (6) feet above ground level, depending on the applicable risk factors.
- (2) **General.** Site lighting shall be designed to provide adequate illumination of driveways, parking areas, pedestrian paths, building entrances and other areas to promote public safety and prevent the glare of light on adjacent properties.
- (3) **Lighting Standards – Configuration, Pole Height and Timing.**
- a. All exterior lighting shall be of full cutoff design and directed downward and away from adjoining property, with luminaires shielded to prevent glare.
- b. Trees and shrubs shall not interfere with the distribution of exterior lighting necessary for security purposes as required by this section.
- c. Security lighting above building entrances, parking lots, off-street loading areas and service entrances shall have a Color Rendition Index (CRI) of 50 or higher, and be incorporated in exterior areas going to and from the building(s) or use(s) within the site.
- d. All exterior fixtures, when used for security purposes, except for parking lot lighting, shall be illuminated from dusk until dawn, unless otherwise specifically designated on the site plan and as approved through the site plan process. All other exterior lighting that is not necessary for security purposes shall be turned off one (1) hour after the close of business.
- e. Any exterior lighting device designed for security lighting shall be protected by weather and vandal-resistant covering, a managed light source for controlling the times of illumination and fully shielded and directed down to minimize glare and intrusiveness on adjacent properties or rights-of-way.

- f. Lighting in multi-level parking ramps shall be evaluated on a case-by-case basis to maximize safety and to minimize unnecessary glare to adjacent or nearby residential areas.
 - g. Pole height shall not exceed the height of the principal building, or twenty-five feet, whichever is less.
 - h. Lighting poles or luminaires may not be placed in Transitional Areas. Poles exceeding fifteen (15) feet in height shall have a minimum setback of thirty (30) feet where the parcel abuts a residential district or use.
- (4) Minimum Illumination Guidelines – Security Lighting. All minimum illumination guidelines for security lighting listed in this section shall be maintained from ground level to a height of six (6) feet. The minimum to maximum uniformity ratio may range up to 6:1 in acceptable layouts. In some circumstances, customer convenience, closed-circuit surveillance, and commercial entertainment uses may require a higher level of lighting.
- (5) Outdoor Lighting Intensity Standards. When outdoor lighting is proposed or required, the following standards in the table on the following page shall apply and the “activities” as described in the table shall be assigned and evaluated by the Menasha Police Department and Community Development Department based on the type of use, the hours of operation and the area in which the use is located.

Light Use	Minimum Horizontal Foot-Candles	Maximum Horizontal Foot-Candles	Additional Regulations
Parking Lot	0.5	5.0	(1) Areas used for parking or vehicle storage shall be illuminated in accordance with the requirements for parking lot lighting. (2) Parking lot lighting shall have a Color Rendition Index (CRI) of 50 or higher.
Outdoor display and sales	-	5.0	-
Canopies and drive through facilities	5.0	20.0	(1) Luminaires mounted on or under canopy ceilings shall be full cutoff, unless indirect lighting is used whereby light is directed upward and then reflected down from the ceiling of the structure. In this case, luminaires must be shielded so that direct illumination is focused exclusively on the ceiling of the structure. (2) Lights shall not be mounted on the top or sides of a canopy and the sides of a canopy shall not be illuminated. (3) Lighting for drive-through facilities must be fully shielded. (4) Canopy and bay lighting shall have a

			Color Rendition Index (CRI) of 50 or higher
Outdoor activity facility	All outdoor entertainment or recreational/sports facility lighting will be reviewed for compliance with minimum site lighting criteria and light trespass criteria and with regard to the intent of these exterior lighting standards to minimize the impact of light trespass and glare on all surrounding properties and public rights-of-way.		
High Risk Activity (e.g. bank deposit night drop or ATM)	4.0	5.0	Lighting shall have a Color Rendition Index (CRI) of 50 or higher
Medium Risk Activity (e.g. convenience store open 24 hours)	2.0	4.0	Lighting shall have a Color Rendition Index (CRI) of 50 or higher
Low Risk Activity (e.g. place of worship, office)	0.5	2.0	Lighting shall have a Color Rendition Index (CRI) of 50 or higher

6. Light Trespass. All areas containing outdoor lighting (except public street lighting) shall limit light trespass onto adjacent property, when measured at any point along a property line, to the requirements set forth below. Compliance shall be achieved by utilizing fixture shielding, directional control designed into fixtures, fixture location, height, or aim or a combination of these or other factors.

District Adjoining Subject Property	Maximum Light Spillage to Adjoining Lots Measured in Foot-Candles
A-1, R-1, R-1A, R-2, R-2A, R-3, R-4, PUD, R-MH, TND	0.20
C-1, C-2, C-3, C-4, I-1, I-2	0.50

- (7) Exterior Illumination of Buildings and Other Vertical Structures. When buildings or other structures are illuminated, the design for the illumination shall be in accordance with the following:
- The illumination of buildings shall be limited to security lighting or highlighting unique architectural features.
 - Luminaires shall be located and/or aimed such that light is directed only onto the building surface. All luminaires used to illuminate buildings shall be fully shielded.
 - For statues, monuments, fountains, or other objects for which it may not be possible to illuminate with downward lighting, upward lighting may be used only in the form of spotlights that confine the illumination to the object of interest.
 - If upward lighting is used to illuminate flags, only spotlights shall be used; floodlights directed above the horizontal shall not be used to illuminate a flag.
- (8) Neon Lighting. Light sources consisting of glass tubes filled with neon, argon, krypton, or other similar gas (hereafter referred to as "neon lighting") are excluded from shielding and line-of-sight requirements. However such lighting shall be included in the light trespass requirements of 13-1-12(h)(6). Furthermore, neon lighting shall not be considered as security lighting.
- (9) Other Outdoor Lighting.
- Outdoor lighting not otherwise specified in this code emitting more than one thousand two hundred (1,200) lumens (except motion detector

activated lighting) shall be full cutoff and fully shielded. Bulbs in outdoor luminaires emitting from six hundred (600) to one thousand two hundred (1,200) lumens may be installed in luminaires that are not full cutoff and may be visible from the property line provided, however, such bulbs shall be frosted glass or covered by frosted glass or other similarly translucent material.

- b. A spotlight or floodlight of less than one thousand eight hundred (1,800) lumens need not be full cutoff or fully shielded if its center beam is aimed at a point not beyond any property lines and no less than forty-five degrees (45°) below horizontal, is used for security lighting purposes only, and is motion detector activated and cycles off within five (5) minutes after the cessation of motion within its field of view.
- c. Tower or antenna lighting except those owned or operated by a governmental entity, shall not be permitted unless required by the Federal Aviation Administration (FAA).

(10) Exceptions.

- a. The temporary use of low wattage or low voltage lighting for approved festivals, celebrations, and the observance of holidays are exempt from this section except where they create a hazard or nuisance from glare.
- b. Consideration to light trespass requirements shall be demonstrated prior to commencing the use of the temporary lighting.
- c. Emergency lighting, public street lighting and traffic control lighting shall be exempt from the requirements of this section.

(11) Removal pursuant to public order. Lighting found by a governmental agency to create public hazard can be ordered removed or altered.

(i) **Approval.** Each site, architectural, landscaping, and lighting plan shall be approved by the Plan Commission. Each approved plan shall bear the signature of the Director of Community Development or his/her designee along with the date of approval. The Director of Community Development may authorize plant substitution or minor changes to the landscaping plan. Each approved site plan shall be numbered and filed with the City Department of Community Development. Any conditions of approval shall be met before issuance of a building permit.

(j) **Site Improvement Agreement.** As a condition of approval, the landowner shall enter into a Site Improvement Agreement with the City, containing the following provisions:

- a. Identifying the approved site plan.
- b. Identifying the approved landscaping plan.
- c. Identifying the estimated cost of required site improvements for parking, access, sidewalks, landscaping and plants, and other required improvements.
- d. Providing for a completion date for all activities.
- e. Providing for reasonable and regular maintenance and replacement of plantings necessitated by death or disease.
- f. Providing for the submittal of an as-built landscaping plan after installation.
- d. Providing for a financial guarantee in the form of a cash escrow deposit with the City, or a letter of credit for the benefit of the City and in the name of the City in an amount not to exceed the estimated costs of the required

improvements including landscaping and plant costs, for a term commensurate with the completion date plus:

- i. Three additional months, for parking, access, sidewalks for the purpose of ensuring that required improvements will be timely completed.
- ii. One additional year for landscaping activities, for the purpose of ensuring that required landscaping will be timely completed and failed plantings will be replaced.

(k) **Compliance.** Failure to comply with an approved site, architectural, landscaping or lighting plan shall be deemed an ordinance violation.

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

AN ORDINANCE RELATING TO MONUMENT SIGNS

Introduced by

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

SECTION 1: 13-1-67(c) is repealed and recreated as follows:

(c) **Monument Signs.** Monument signs shall be permitted subject to the following standards:

- (1) Monument signs shall keep the first two (2) feet of the sign closest to the ground free of sign copy for the purposes of snow storage and landscaping. This portion of the sign shall not be counted toward the calculation of the allowable sign area.
- (2) Monument signs must incorporate design details, materials, and colors of the associated building(s). EFIS shall not be allowed on the bottom 3 feet.
- (3) Monument signs may be internally illuminated; however they shall be designed to minimize the amount of light that is transmitted through the sign panel. The display of white light should be limited to the sign copy. If lighting the sign copy only is not an option, the display of internal illumination through the background shall be controlled by limiting its size to 30% of the sign area, changing the shape of the sign to reduce the lighted surface area, using a dark color, using an opaque screen, or a combination of these features.
- (4) The maximum height of the sign base shall be no more than 1/3 the total sign height.

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

AN ORDINANCE RELATING TO TRAFFIC VISIBILITY, LOADING, PARKING AND ACCESS

Introduced by Mayor Joseph Laux

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

SECTION 1: Title 13, Article E is repealed and recreated as follows:

ARTICLE E

Traffic Visibility, Loading, Parking and Access

SEC. 13-1-50 LOADING REQUIREMENTS.

- (a) **LOADING SPACE REQUIREMENTS.** On every lot on which a business, trade or industrial use is hereafter established, space with access to a public street or alley shall be provided as indicated below for the loading and unloading of vehicles off of the public right-of-way:

<u>Use</u>	<u>Floor Area (sq. ft.)</u>	<u>Loading Space</u>
Retail, wholesale	2,000 - 10,000	1
warehouse, service	10,000 - 20,000	2
manufacturing, and	20,000 - 40,000	3
industrial establishments	40,000 - 60,000	4
	Each additional 50,000	1
Hotels, offices,	5,000 - 10,000	1
hospitals, places of	10,000 - 50,000	2
public assembly	50,000 - 100,000	3
	Each additional 25,000	1
Funeral homes	2,500 - 4,000	1
	4,000 - 6,000	2
	Each additional 10,000	1

- (b) **MULTIPLE OR MIXED USES.** Where a building is devoted to more than one (1) use or for different uses and where the floor area for each use is below the minimum required for a loading space but the aggregate floor area of such uses is above such a minimum, then off-street loading space shall be provided as if the entire building were devoted to that use in the building for which the most loading spaces are required.
- (c) **LOCATION.** Required off-street loading spaces shall be located on the same lot with the principal use requiring such space. Ordinarily, no loading dock or overhead doors shall face a public street. No loading space shall be located within thirty (30) feet of the nearest point of intersection of two (2) streets or require any vehicle to back into a public street. Loading spaces shall not be positioned such that vehicles parked in the loading spaces

block public right-of-way.

- (d) **DESIGN STANDARDS.** Each off-street loading space shall have a width of at least twelve (12) feet, a length of at least forty-five (45) feet, and a vertical clearance of at least fourteen (14) feet. Dimensions for loading spaces in connection with funeral homes shall be reduced to ten (10) feet in width, twenty-five (25) feet in length, and eight (8) feet in vertical clearance. Every loading space shall be sufficiently screened in the form of a solid fence or shrubbery to protect neighboring residences.

SEC. 13-1-51 OFF-STREET PARKING.

- (a) **INTENT.** It is the purpose of this Section to provide standards that insure adequate parking areas in conjunction with the various uses permitted in this Code. This is accomplished by encouraging effectively developed parking areas which will provide sufficient quantities of parking spaces and ample area for automotive maneuvering.
- (b) **DISTRICT REGULATIONS.** The following regulations shall be applied to each of the described zoning districts:
- (1) R-1 and R-2 Districts.
- a. No tractors, tractor-trailers, semi-trailers, school buses, farm tractors in excess of six (6) feet in width, dump trucks, construction equipment, auto wreckers or road machinery shall be kept or parked on any lot, whether or not they are enclosed in buildings, except for the purposes of servicing the premises.
 - b. No motor vehicle, utility trailer, boat, snowmobile, motor home or trailers used to transfer any of the above shall be parked or stored in the front setback area, except upon a driveway providing access to a garage, carport or rear yard parking area. Any vehicle parked within the front yard shall have all wheels on the driveway surface. In no case shall a driveway be widened to extend in front of the dwelling unit within the front setback.
 - c. No self-propelled or towed vehicles of eight (8) tons or more gross weight shall be allowed.
 - d. No parking shall be allowed in the vision clearance area.
- (2) R-3, R-4, C-1, C-2, C-3, C-4, I-1 and I-2 Districts.
- a. *General Parking Standards.*
 1. Driveways and parking areas for all multi-family, commercial and industrial uses shall be free from dust or loose particles and surfaced with asphalt, concrete or other durable dust-free material acceptable to the Department of Community Development at the time of building or principal use occupancy.
 2. Parking spaces shall be in conformance with the required district setback regulations;
 3. No parking shall be allowed in the vision clearance area;
 4. A minimum six (6) inch curb wall shall be constructed in the following parking lot areas:
 - (a) The edge of a parking lot or driving areas adjacent to a building or pedestrian path, except for areas where access ramps have been designed;
 - (b) Planting areas or islands within the parking lots;
 - (c) Other areas where deemed appropriate by the Plan Commission including driveways or portions of driveways.
 5. Any lights used to illuminate a parking area shall be so arranged and screened according to the requirements of Section 13-1-12 (h);
 6. General off-street parking and driveways shall be arranged so that no vehicle shall be required to back onto a public street or primary circulation route.
 7. Required parking spaces shall be adequately marked;
 8. No addition or enlargement of an existing building or use shall be permitted unless all parking requirements are met for the entire building or use;
 9. All required parking spaces shall be located on the lot which the use

is located or on a contiguous lot. Parking within three hundred (300) feet from the principal use or building may be permitted on existing developed sites where a parking plan and an easement and maintenance agreement and/or lease agreement are submitted, subject to approval by the Department of Community Development. Shared parking and/or ingress/egress on a contiguous lot or within 300 feet from the principal use or building may be permitted for new developments through the site plan review process. In conjunction with the site plan submittal, an easement and maintenance agreement and/or lease agreement shall be required. Upon Plan Commission approval of the site plan and agreement, the agreement shall be recorded.

10. No motor vehicle repair work of any kind shall be permitted in such parking areas.
11. Driveways shall ordinarily intersect with streets at right angles. For high intensity uses and/or on parcels with access to streets with posted speeds of 45 miles per hour or greater, a channelized T driveway intersection may be required, or an acceleration or deceleration lane may be required. Where a parcel abuts two streets, access may be limited to the street with the lowest function classification, i.e., arterial, collector, and local.
12. Generally, driveway access points shall be limited in number. Driveways shall be located maximize distances from local street intersections. Driveways shall be located to minimize potential interference and conflicts with the use of buildings and driveways on opposite sides of the street. Minimum driveway widths of 12 feet are required for one-way driveways and minimum driveway widths of 24 feet are required for two-way driveways.
13. To the extent practicable, driveways shall be combined or coordinated between adjacent properties. Reasonably compatible uses may be required to provide cross access.
14. All off-street parking and loading shall be surfaced with asphalt, concrete, or other approved dust-free surfaces with the following minimum standards:

Type	Minimum Thickness	Minimum Base Thickness
Asphalt (Blacktop)	3 inches	6 inches
Concrete (no semi-traffic)	6 inches	3 inches
Concrete (with semi-traffic)	8 inches	6 inches

15. Each parking space shall be not less than 9 feet in width and not less than 171 square feet in area. Minimum aisle width shall be as follows:

Angle of Parking	One Way Aisle	Two Way Aisle
Parallel	12 feet	20 feet
30°	11 feet	18 feet
45°	13 feet	18 feet
60°	18 feet	18 feet
70°	19 feet	19 feet
80°	24 feet	24 feet
90°	25 feet	25 feet

- b. *Parking Approval for changes to existing developed sites.* For existing parking lots for multi-family, commercial, or industrial uses, any change in parking configuration, flow of traffic, parking lot size, or for loss of legal non-conforming status shall require prior approval and a parking lot permit. Parking lot plans shall be designed in conformance with the design standards in 13-1-51 (2)(a). The procedure to obtain parking lot approval on existing developed sites shall be:
1. A parking lot plan drawn to proper scale and a review fee as established by Council shall be presented to the Department of Community Development. The parking lot plan shall contain the following information:
 - (a) The location of all parking and loading areas with each space delineated;
 - (b) The location and dimensions of all driveway access points;
 - (c) The distances between driveways and any lot lines or street intersections;
 - (d) The direction of internal traffic flow;
 - (e) The location of landscaped areas and islands;
 - (f) The location of all required setbacks;
 - (g) The location of all new and existing luminaires and point-to-point photometric plan;
 - (h) Drainage, Erosion Control and Stormwater Management information if required.
 2. The plan will be reviewed to determine if it is adequate for parking space arrangement, drainage, lighting, driveway location and other applicable regulations; and,
 3. If the plan is approved, the Community Development Department shall then issue a permit. No work shall commence until such permit has been issued.

- (c) **REQUIRED PARKING SPACES.** Off-street parking spaces shall be provided as follows:
- (1) Single Family Dwellings: At least one (1) parking space, plus one (1) additional parking space for each two (2) roomers or lodgers accommodated, but no more than a total of four (4) parking spaces for each single-family dwelling.
 - (2) Two (2) Family and Multiple Family Dwellings: One and one-half (1-1/2) spaces for each dwelling unit. For two (2) family dwellings, one (1) additional parking space for each two (2) roomers or lodgers accommodated by the resident family but no more than a total of four (4) parking spaces.
 - (3) Automobile Service Stations: At least one (1) parking space for each employee, plus two (2) for each service stall.
 - (4) Banks: At least one (1) parking space for each four hundred (400) square feet of publicly used floor area.
 - (5) Boarding Houses: At least two (2) parking spaces, plus one (1) parking space for each three (3) persons for whom living accommodations are provided.
 - (6) Bowling Alleys: At least five (5) parking spaces for each alley, plus such additional spaces as may be required for affiliated uses.
 - (7) Business and Professional Offices or Public Administration Buildings: At least one (1) parking space for each two hundred (400) square feet of publicly used floor area.
 - (8) Churches and Synagogues: At least one (1) parking space for each four (4) seats

- in the main auditorium.
- (9) Establishments Handling the Sale and Consumption of Food and Refreshment on the Premises: At least one (1) parking space for each seventy-five (75) square feet of publicly used floor area.
 - (10) Furniture and Appliance Stores, Motor Vehicle Sales, Stores for Repair of Household Equipment or Furniture: At least one (1) parking space for each six hundred (600) square feet of publicly used floor area.
 - (11) Hospitals: At least one (1) parking space for each two (2) hospital beds, plus one (1) parking space for each four (4) employees, other than doctors, plus one (1) parking space for each two (2) doctors assigned to the staff.
 - (12) Hotels and Motels: At least one (1) space for each separate room and suite, plus such additional spaces as may be required for affiliated uses.
 - (13) Libraries and Museums: At least one (1) parking space for each five hundred (500) square feet of publicly used floor area.
 - (14) Manufacturing, Fabricating, General Industrial Buildings and Processing Plants Not Engaged in Retail Trade: At least two (2) parking spaces per three (3) employees on a maximum shift or one (1) parking space for each four thousand (4,000) square feet of gross floor area, whichever is greater.
 - (15) Medical and Dental Clinics: At least one (1) space for each examining or treatment room, plus one (1) for each doctor and employee in the building.
 - (16) Private Clubs and Lodges: One (1) parking space for each sixteen (16) square feet of assembly area or one (1) parking space for every two and one-half (2-1/2) seats, whichever is greater.
 - (17) Public Utility and Public Service Uses: At least one (1) parking space for each three (3) employees, plus spaces in adequate number as determined by the Department of Community Development to serve the visiting public.
 - (18) Recreational Buildings or Community Centers: Spaces in adequate number as determined by the Department of Community Development.
 - (19) Schools, Elementary, Junior High, Public or Private: At least one (1) parking space for each faculty member and full-time employee, plus adequate off-street parking for students who are permitted to drive.
 - (20) Supermarkets, Discount Houses, Mail Order Outlets, Retail Stores and Other Stores with High Customer Volume: At least one (1) parking space for each two hundred (400) square feet of publicly used floor area.
 - (21) Theaters: At least one (1) parking space for each four (4) seats in the theater.
 - (22) Undertaking Establishments and Funeral Parlors: At least ten (10) parking spaces for each chapel or parlor, plus one (1) parking space for each funeral vehicle maintained on the premises.
 - (23) Warehouse and Storage Establishments and Freight Terminals: At least one (1) off-street parking space for each ten thousand (10,000) square feet of gross floor area or one (1) parking space for each employee, whichever is greater.
 - (24) Other Uses: Parking spaces on the same basis as required for the most similar use.
- (d) **FRACTIONAL SPACES.** When determination of the numbers of parking stalls required results in a requirement of a fractional space, any fraction to one-half (1/2) or less may be dropped, while a fraction in excess of one-half (1/2) shall be counted as one (1) parking space.
- (e) **PARKING NOT CONFORMING TO THIS CHAPTER.**
- (1) Authority to Continue. Any lawful parking lots located within the City at the effective date of this section or which shall come to be located in the City as a result of annexation after the effective date of this code, which does not conform to the provisions of this section, may continue provided the parking remains in

- conformance with the provisions of this subsection.
- (2) Ordinary Maintenance and Repair. Nothing in this subsection shall relieve the owner or beneficial user of legal nonconforming parking, or the owner of the property on which the legal nonconforming lighting is located, from the provisions of this section regarding safety, maintenance and repair. Normal maintenance, including refreshing existing parking stall paint, cleaning, or routine seal coating or crack sealing, shall not be deemed to be a condition that triggers a loss of lawful status described below, unless such maintenance increases the nonconforming aspects of the parking.
- (3) Loss of Lawful Status. Legal nonconforming status shall terminate under the following conditions:
- a. If a nonconforming parking lot is no longer used by the property owner or a tenant for a period of twelve (12) months or longer it shall be deemed abandoned and shall not thereafter be reestablished without following procedures set forth in Section 13-1-51(b)(2)(b); or
 - b. If a nonconforming parking lot is altered such that its nonconforming aspects increase; or
 - c. If the parking configuration, flow of traffic, or parking lot size is altered; or
 - d. If the parking lot is damaged and the cost of repair exceeds fifty percent (50%) of its replacement value.

Upon the event of any of the aforementioned, the parking lot shall be immediately brought into compliance with this section, or the parking lot shall be deemed in violation and subject to penalties as set forth in Section 1-1-7.

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



MEMORANDUM

To: Common Council

From: Greg Keil, CDD

Date: August 29, 2007

RE: Council Directive -Status of Midway Crossing Commercial Development

Ald. Michalkiewicz requested an update on the above referenced project.

Calumet County has finally granted an access permit for the proposed driveway onto Midway Road. The parcel at the southeast corner of Midway Road and Oneida Street has been sold and a CVS pharmacy is to be constructed on that site. The building will be in the 13,000 to 15,000 square foot range. A site plan is expected to be presented to the Plan Commission at its September 11 meeting.

A parcel immediately south of the CVS site has been sold to Lakeview Credit Union. The building is approximately 5,200 square feet. The Plan Commission approved the site plan for this project on August 21 and building permits will be taken out shortly.

Bob Drifka is marketing the remaining parcels.