

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

CITY OF MENASHA
Common Council
City Hall-140 Main St.-Council Chambers-3rd Floor
January 21, 2008

7:00 PM

AGENDA

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1. CALL TO ORDER

A. Call to Order

2. PLEDGE OF ALLEGIANCE

A. Moment of Silence for Dr. Martin Luther King, Jr.

3. ROLL CALL/EXCUSED ABSENCES

A. Roll Call

4. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Common Council, 1/7/07

[Attachments](#)

Minutes to receive:

B. Administration Committee, 1/7/08

[Attachments](#)

C. Board of Public Works, 1/7/08

[Attachments](#)

D. Public Hearing, 1/7/08; Special Use Permit application (1370 Oneida St.)

[Attachments](#)

E. Public Hearing, 1/7/08; Rezoning of 1370 Oneida Street

[Attachments](#)

F. Public Library Board, 12/20/07

[Attachments](#)

G. Public Library Long Range Planning Committee, 12/19/07

[Attachments](#)

H. Public Library; Policies and Personnel Committee, 12/20/08

[Attachments](#)

I. Parks and Recreation Board; 11/12/07, 12/10/07

[Attachments](#)

J. Parking Committee, 12/5/07 (Revised draft)

[Attachments](#)

- K. Plan Commission, 1/8/08 [Attachments](#)
- L. Information Technology Steering Committee, 12/19/07 [Attachments](#)

Communications:

- A. Keith Fuchs (Supt. of Schools) to PHN Nett, 1/2008; Distinguished Service Award [Attachments](#)
- B. PC Stanke, 1/08; Calumet County Newsletter [Attachments](#)
- C. Mayor Laux, 1/08; Anytime Fitness coming soon to Menasha (flyer) [Attachments](#)
- D. Public Works Facility, 1/08; Oct. 2007-Dec. 2007 Disposal Violations [Attachments](#)
- E. Customers First!, 1/2008; *The Wire* Newsletter [Attachments](#)

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

Five (5) minute time limit for each person

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

6. APPOINTMENTS

- A. Mayor's reappointment to Committee on Aging:
 - 1. Roy Rogers, 821 Arthur St., for the term of Feb. 1, 2008 to Feb. 1, 2011
 - 2. Robert Jankowski, 354 Winnebago Ave., for the term of Feb. 1, 2008 to Feb. 1, 2011
- B. Mayor's Appointments to the AD-HOC Sustainability Board:
 - 1. Trevor Frank, 722 Keyes St., Menasha
 - 2. Linda Stoll, 1525 Rue Reynard, Menasha
 - 3. Roger Kanitz, 516 Riverway, Menasha
 - 4. Becky Bauer, 925 Melissa St., Menasha
 - 5. Michael Dillon, 1365 Fox Burrow Ct., Neenah

[Attachments](#)

7. CLAIMS AGAINST THE CITY

- A. None

8. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. None

9. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

- 1. 1/8/08; Recommends approval of the sale of 226 Main Street and the relocation of the Health Department to 312-320 Racine Street.

[Attachments](#)

B. Administration Committee:

- 1. Purchase video recording equipment for \$16, 345 (Recommendation of IT Steering Committee)(Held 1/7/08)
- 2. Approval of the proposed parochial school fees for school year 2008-09 (Recommendation of Board of Health)

[Attachments](#)

[Attachments](#)

- 3. **Approval of 2008 reciprocity agreements with; 1)City of Appleton, 2)City of Neenah, 3)Town of Menasha, and authorize signatures (Recommendation of Parks and Recreation Board)** [Attachments](#)
- 4. **Approval of 2008 fees for park programs and services (Recommendation of Parks and Recreation Board)** [Attachments](#)
- 5. **Approval of revisions to Park Eviction Program (Recommendation of Parks and Recreation Board)** [Attachments](#)
- 6. **Offer to purchase from Otter Creek Associates for 226 Main Street** [Attachments](#)
- 7. **Accounts payable and payroll for 1/10/08 - 1/17/08 in the amount of \$7,098,298.55** [Attachments](#)
- C. Board of Public Works:**
- 1. **Street Use Application - Memorial Day Parade; Monday, May 26, 2008; 8:00 AM to 10:30 AM; American Legion 152** [Attachments](#)
- 2. **Change Order - National Power Rodding Corporation; Contract Unit No. E145-07-01B, Sanitary Sewer Rehabilitation; 39-Day Time Extension to June 30, 2008 Due to Weather Conditions (Change Order No. CO-1450701B-01)** [Attachments](#)
- 3. **Change Order - Infrastructure Technologies, Inc.; Contract Unit No. E145-07-01D, Sanitary Manhole Lining; DEDUCT: \$5,760.00 (Change Order No. CO-1450701D-01)** [Attachments](#)
- 4. **Payment - Infrastructure Technologies, Inc.; Contract Unit No. E145-07-01D, Sanitary Manhole Lining; \$32,983.37 (Payment No. 1)** [Attachments](#)
- 5. **Recommendation to Reconstruct First Street from Manitowoc Street to Ice Street (2008 Budget)** [Attachments](#)

10. ORDINANCES AND RESOLUTIONS

- A. **R-1-08 - Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers under Section 66.07, Wisconsin Statutes - Final Asphalt Pavement/Curb & Gutter in Lake Park Heights Subdivision, Northridge Manor II Subdivision and Walker Subdivision** [Attachments](#)

11. HELD OVER BUSINESS

- A. **None**

12. COUNCIL DIRECTIVES

- A. **None**

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

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

14. ADJOURNMENT

- A. **Adjournment**

MEETING NOTICE: Monday, February 4, 2008

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

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

made."

CITY OF MENASHA
Common Council
City Hall-140 Main St.-Council Chambers-3rd Floor
January 7, 2008
MINUTES

1. CALL TO ORDER

- A. Meeting called to order by Mayor Laux at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

- A. Pledge of Allegiance
- B. Moment of Silence was observed for former City Attorney Richard Steffens who passed away on January 2, 2008

3. ROLL CALL/EXCUSED ABSENCES

- A. PRESENT: Ald. Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes.
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil, C/T Stoffel,
PRD Tungate, Lt. Bouchard, Officer Jorgenson, Clerk Galeazzi
DEPT. HEAD EXCUSED: PHD Nett

4. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

- A. Common Council, 12/17/07

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

Minutes to receive:

- B. Administration Committee, 12/17/07
- C. Board of Public Works, 12/17/07
- D. Board of Health, 11/14/07
- E. N-M Sewerage Commission, 11/27/07
- F. Parking Committee, 12/5/07
- G. City Hall Safety Committee, 11/7/07
- H. Water and Light Commission, Special Meeting; 11/20/07, 11/27/07, 12/6/07
- I. Water and Light Commission, Closed Session; 11/27/07
- J. IT Steering Committee, 11/28/07
- K. Plan Commission, 12/18/07
- L. Public Works & Parks Safety Committee, 11/27/07
- M. Water and Light Commission, 11/28/07

Communications:

- A. PC Stanke, 12/13/07; Letter to Mike Austin pertaining to exploratory K-9 program donation
- B. PC Stanke to Elizabeth Fritsch, 12/21/07; Thank you for donation/participation letter
- C. Public Service Commission of Wisconsin, 12/17/07; Notice of investigation

- D. NM Sewerage Commission letter, 12/18/07; Final payment to contracting users from agreement with Sonoco/US Mills
- E. MU GM Young, 12/28/07; Menasha Utilities Steam financials through 11/30/07
- F. Wisconsin Environmental Health Assoc to San. Drew, 12/13/07; Certificate of Appreciation

Moved by Ald. Michalkiewicz, seconded by Ald. Eckstein to approve Minutes to Receive B-M and Communications A-F

Discussion: Ald. Chase-Comm. F, Congratulate Todd Drew for receiving award.

Ald. Merkes-Comm. D, explanation on final payment from NM Sewerage Comm.

C/T Stoffel explained it was final payment for cost of infrastructure for their plant.

Ald. Hendricks-Minutes K, Plan Commission, not clear on discussion of R-19-07 for input from RDA.

CA/HRD Brandt explained Plan Commission doesn't have same process as RDA. R-19-07 will be on next RDA agenda.

Ald. Taylor-Minutes M, report of noise issue at Steam Plant; Comm. E, financial statements from Steam Plant doesn't look like they are making progress.

Motion carried on voice vote.

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

Five (5) minute time limit for each person

- A. Stan Sevenich, 645 9th Street. 81 & 87 Racine and 504 Broad Street; R-19-07 request to study all options; need to put property back on tax rolls.
- B. Jeff Harvey, 514 Broad Street. 81 & 87 Racine and 504 Broad Street; have no funds to build parking lot; will need buffer between property and residential property.
- C. Joanne Roush, 409 Cleveland Street. Financials from Steam Plant; funds to implement Sargent Lundy Plan.
- D. Chris Evenson, 523 Broad Street. 81 & 87 Racine and 504 Broad Street. Parking lot not appropriate for area.
- E. Mary Ann Mulvey, 274 Misty Meadows. 81 & 87 Racine and 504 Broad Street; R-19-07 needs to be sent to RDA.

6. APPOINTMENTS

- A. None

7. CLAIMS AGAINST THE CITY

- A. None

8. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. None

9. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

1. 12/18/07; Recommends approval to return the plan for 81-87 Racine and 504 Broad to the Common Council as previously presented with the recommendation that the parking area be constructed as public parking

Moved by Ald. Hendricks, seconded by Ald. Taylor to table.

Motion carried on roll call 8-0.

2. 12/18/07; Recommends approval of the rezoning of 1370 Oneida Street from I-1 Industrial to C-1 General Commercial

No Action, See Item 10B

3. 12/18/07; Recommends approval of the Special Use Permit for 1370 Oneida Street, Van Zeeland Oil, subject to property rezoning and with the condition that no additional drainage is generated to the west.

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

B. Administration Committee:

1. Grant Agreements between Winnebago County and City of Menasha for the term January 1, 2008 to December 31, 2008 for 1) Senior Center Supervisor; 2) Senior Center Activity Coordinator; 3) Older Adult Health Screening Program, and authorize signature.

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

2. Acceptance of Grant from Wisconsin Dept. of Transportation

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

3. Renewal of Impound Agreement Between the City of Menasha and the Fox Valley Humane Association for the term January 1, 2008 to December 31, 2008, and authorize signature

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

4. Proposal to extend contract for Information Technology Services for 2008 with Larry Schmitz of Schenck Technology Solutions, and authorize signature. (Recommendation of IT Steering Committee)

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

5. Purchase Video Recording Equipment for \$16,345 (Recommendation of IT Steering Committee)
Held in Administration Committee.

6. Confidential Assistance Program for Employee Assistance Program for 2008 in the amount of \$2,790.00

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

7. Accounts payable and payroll for 12/14/07 - 1/3/08 in the amount of \$966,474.00

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

C. Board of Public Works:

1. Street Use Application - Team Hailey 5K Run/Walk for a Cure; Saturday, April 26, 2008; 8:00 AM-10:30 AM; Team Hailey

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

2. Payment - J&E Construction Company, Inc; Contract Unit No. 2007-03; \$148,905.42 (Payment No. 1)

Moved by Ald. Merkes, seconded by Ald. Hendricks to approve the payment amount of \$145,291.30.
Discussion

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

3. Authorization to Execute Winnebago County Recycling Agreement Extension

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

10. ORDINANCES AND RESOLUTIONS

A. O-41-07 - Ordinance relating to Code Enforcement

Moved by Ald. Wisneski, seconded by Ald. Taylor to adopt O-41-07
Motion carried on roll call 8-0.

B. O-01-08 An Ordinance Amending Title 13 By Making Certain Changes in the District (1370 Oneida St)

Moved by Ald. Michalkiewicz, seconded by Ald. Merkes to adopt O-01-08.
Motion carried on roll call 8-0.

11. HELD OVER BUSINESS

A. Approval of accounts payable (held 12/17/07): Check #14992 & #15065 to Carew Concrete and Check #14999 & #15082 to Gerdau Ameristeel

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

12. COUNCIL DIRECTIVES

A. Lt. Bouchard & Officer Jorgenson - Park Eviction Program (Ald. Wisneski)

Officer Jorgenson explained the program. The Police Dept. and City Attorney had mixed views on how to operate the program. They discussed the options and came up with a reasonable solution. The person receiving the eviction would have a hearing before a Board made up of the Park & Rec Director, City Attorney and a Police Officer. Plan on making presentation to Parks & Recreation Board. Menasha's plan is more carefully planned out with checks and balances for review of each case.

CA/HRD Brandt explained they felt this process would get things done on more timely bases. Program has not been abandon, just need to work out more of the details.

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

A. Mary Nebel, 713 First Street. 81 & 87 Racine and 504 Broad Street; open meetings law.

B. Mary Ann Mulvey, 274 Misty Meadows. Allow people to speak on topics on agenda.

14. ADJOURNMENT

A. Moved by Ald. Taylor, seconded by Ald. Michalkiewicz to adjourn at 7:59 p.m.
Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, City Clerk

CITY OF MENASHA
Administration Committee
140 Main Street, 3rd Floor Council Chambers
January 7, 2008
MINUTES

1. CALL TO ORDER

A. Meeting called to order by Chairman Wisneski at 5:30 p.m.

2. ROLL CALL/EXCUSED ABSENCES

A. PRESENT: Ald. Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes,
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil, C/T Stoffel,
PHD Nett, Clerk Galeazzi and the Press.

3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Administration Committee Minutes, 12/17/07

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

4. DISCUSSION

A. Presentation to Stan Martenson - 25 years on Menasha Utilities Commission

Mayor Laux presented and read a plaque recognizing Stan Martenson's 25 years of service on Menasha Utilities Commission. Council joined Mayor in their appreciation to Mr. Martenson.

B. Lt. Col Brendan Smith, Volk Field - Urban Close Air Support

Lt.Col Tim Donovan explained the importance of high-density urban close air support practice for the Wisconsin Air National Guard.

Lt. Col Brendan Smith gave a presentation on the high-density urban close air support operations by the National Guard. This is a training procedure used for National Guard troops. The Fox Cities urban environment is a more realistic area for training requirements to prepare troops. Some training practices are already being conducted in the area. It is expected the training will be conducted 10-15 days per year and aircraft will remain about 18,000 feet above with limited noise impact.

C. Grant Agreements between Winnebago County and City of Menasha for the term January 1, 2008 to December 31, 2008 for 1) Senior Center Supervisor; 2) Senior Center Activity Coordinator; 3) Older Adult Health Screening Program, and authorize signature.

PHD Nett explained these are the same grant agreements as in previous years. They have received the amount requested.

D. Acceptance of Grant from Wisconsin Dept. of Transportation

No Questions or Discussion.

E. Renewal of Impound Agreement Between the City of Menasha and the Fox Valley Humane Association for the term January 1, 2008 to December 31, 2008, and authorize signature

PC Stanke explained the dollar amount was based on the first year of the contract. Added to the contract this year pertains to animals seized by law enforcement and turned over to the Humane Association for holding until the court case is resolved.

- F. Proposal to extend contract for Information Technology Services for 2008 with Larry Schmitz of Schenck Technology Solutions, and authorize signature (Recommendation of IT Steering Committee)

C/T Stoffel explained the IT budget has funds for outside services. This contract falls under that budget.

- G. Purchase Video Recording Equipment for \$16,345 (Recommendation of IT Steering Committee)

C/T Stoffel explained the IT Steering Committee is looking for direction from the Council as the amount budgeted by the Council, \$15,000 is not enough to cover the quote of \$16,345 received. The committee is working on a second quote.

Moved by Ald. Michalkiewicz, seconded by Ald. Eckstein to hold.

- H. Confidential Assistance Program for Employee Assistance Program for 2008 in the amount of \$2,790.00

No Questions or Discussion.

- I. O-01-08 An Ordinance Amending Title 13 By Making Certain Changes in the District (1370 Oneida St)

No Questions or Discussion.

- J. Accounts payable and payroll for 12/6/07-12/13/07, Check #14992 & 15065 to Carew Concrete and Check #14999 & 15082 to Gerdau Ameristeel

A memo from PRD Tungate explained the invoices were for separate work done on the new sign at Barker Farm Park.

- K. Accounts payable and payroll for 12/14/07 - 1/3/08 in the amount of \$966,474.00

Ck. #15149-EZ Glide-\$197.00 – cost of parts to reinstall salt shed door cable

Ck. #15157-Krause & Metz-\$1,936.00 – legal work for transfer of title on Lake Park Villas properties

Ck. #15199-Winn Cty Treasurer-\$2,778.05 – delinquent 2004-05 RE taxes for 87 Racine St

Ck. #15308-Elan Cardmember Services-\$120.00 – tickets for performance at PAC for Senior Center

Ck. #15315-Beck Electric-\$2,523.68 – replace generator switch at City Hall

Ck. #15326-GMN Consulting-\$806.40 – vacation coverage for IT Dept.

Ck. #15330-Lake Park Villas HO-\$1,993.80 – City's portion of fee to Menasha Utilities, McClone Insurance, Krause & Metz Law Firm

Ck. #15344-PRN Health Services-\$1,302.34 – weekly billing for school nurse

5. ADJOURNMENT

- A. Moved by Ald. Taylor, seconded by Ald. Chase to adjourn at 6:14 p.m.
Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, City Clerk

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers, 140 Main Street, Menasha
January 7, 2008
MINUTES

1. CALL TO ORDER

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

2. ROLL CALL/EXCUSED ABSENCES

A. PRESENT: Ald. Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes,
ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil, C/T Stoffel, PHD Nett, Clerk Galeazzi and the Press.

3. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

A. December 17, 2007

Moved by Ald. Wisneski, seconded by Ald. Michalkiewicz to approve minutes
Motion carried on voice vote.

4. DISCUSSION

A. Street Use Application - Team Hailey 5K Run/Walk for a Cure; Saturday, April 26, 2008;
8:00 AM - 10:30 AM; Team Hailey

DPW Radtke explained all departments involved have given their approval.

B. Payment - J&E Construction Company, Inc.; Contract Unit No. 2007-03; \$148,905.42
(Payment No. 1)

DPW Radtke explained this is for the Lake Park Villas stormwater pond. The original contract amount was \$145,291.30. There will be a change order submitted for the additional rip rap that was necessary to complete the project before winter. The additional quantity was approved by the Public Works Dept.

C. Authorization to Execute Winnebago County Recycling Agreement Extension

DPW Radtke explained the changes to this contract from previous years' contract are implementation of single steam recycling processing system and the updating of the contract to correspond with the 2005-2006 of Wisconsin State Statutes.

5. ADJOURNMENT

A. Moved by Ald. Taylor, seconded by Ald. Chase to adjourn at 6:36 p.m.
Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, City Clerk

CITY OF MENASHA
PUBLIC HEARING
Council Chambers, 3rd Floor
140 Main Street, Menasha
January 7, 2008
MINUTES

- I. Public Hearing called to order Mayor Laux at 6:55 p.m.
Present: Ald. Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes
Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil,
C/T Stoffel, PRD Tungate, Clerk Galeazzi

Special Use Permit, Application of Van Zeeland Oil (parcel #6-1603) (1370 Oneida St)

People Speaking: No one
People Signing: No one

- II. Mayor Laux called the hearing to a close at 6:56 p.m.

Deborah A. Galeazzi
City Clerk

CITY OF MENASHA
PUBLIC HEARING
Council Chambers, 3rd Floor
140 Main Street, Menasha
January 7, 2008

MINUTES

- I. Public Hearing called to order Mayor Laux at 6:50 p.m.
Present: Ald. Taylor, Wisneski, Pack, Hendricks, Eckstein, Michalkiewicz, Chase, Merkes
Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, CDD Keil,
C/T Stoffel, PRD Tungate, Clerk Galeazzi

Rezoning of 1370 Oneida Street from I-1 Industrial to C-1 General Commercial

People Speaking: No one

People Signing: No one

- II. Mayor Laux called the hearing to a close at 6:51 p.m.

Deborah A. Galeazzi
City Clerk

DRAFT
MINUTES OF REGULAR MEETING
ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES
December 20, 2007

Call to order and roll call at 4:38 p.m. by President Fuchs.

Present: Eisen, Englebert, Enos, Fuchs, Stanke, Werley

Absent: Eckstein, Foth

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

Item #9 on the agenda was moved to closed session because it concerns compensation of employees.

Authorization of Bills

1. Motion to authorize payment of the December list of bills from the 2007 budget by Stanke, seconded by Englebert, and carried unanimously.

Consent Business

2. Approve minutes from the Library Board meeting of November 15, 2007.
3. Approve minutes of the Personnel Committee meeting of November 26, 2007.
4. Receive minutes from the Long Range Planning Committee meeting of November 14, 2007

Motion

Motion to approve the minutes from the Library Board meeting of November 15, 2007, the minutes of the Personnel Committee meeting of November 26, 2007 and to accept the minutes from the Long Range Planning Committee meeting of November 14, 2007 by Eisen, seconded by Enos, and carried unanimously.

Director's Report/Information Items

5. Statistics. Lending statistics for November were down 3.7% overall from last year. Reference transactions increased and programming attendance continued to be strong.
6. Donations. We received a donation of \$100 from the Apple Knitters Guild that will be used to purchase knitting books. We also received \$100 from the teachers at Butte des Morts Elementary School in memory of Laurie Scheibel. We received two additional gifts – one in memory of Patrick J. Clifford and another in memory of Genevieve Nemick.

Discussion/Action Items

7. Easter Sunday Closing. It has been decided that the library will be open on winter Sundays beginning in January, 2008. The Board was asked to approve closing the library on Easter Sunday, March 23, 2008.

Motion

Motion to approve closing on Easter Sunday in 2008 by Eisen, seconded by Werley, and carried unanimously.

8. Donations for Fox Cities Reads, Fox Cities Book Festival and WLA Foundation. The Library will be participating in the Fox Cities Reads and the Fox Cities Book Festival in 2008. Both programs are sustained by the libraries and organizations who are participating. Director Saecker requested that the Board approve a donation of \$500 to each of these two programs, as well as a donation of \$500 to the Wisconsin Library Association Foundation, which works on behalf of libraries throughout the state.

Motion

Motion to approve donations of \$500 each from the Endowment to Fox Cities Reads, Fox Cities Book Festival, and WLA Foundation by Enos, seconded by Eisen, and carried unanimously.

9. Additional Hours for Two Staff in 2008. This item was moved into closed session as it pertains to the compensation of employees.
10. Public Faxing. Director Saecker recommended changing our policy to incorporate public faxing at the library, which would include charging \$2.00 for the first page sent, \$1.00 for each additional page sent, and 10 cents for each page received.

Motion

Motion to approve public faxing as a new service at the library at the recommended rates by Eisen, seconded by Werley, and carried unanimously.

11. Premium Saturdays & Sundays. The Board had previously questioned our practice of offering premium pay on summer Saturdays and winter Sundays. The hours that staff work to receive this premium pay are in addition to their regularly scheduled hours. Director Saecker noted that all libraries of similar size in our area offer premium pay for winter Sunday hours. She acknowledged that our library may be the only one to also provide premium pay for summer Saturday hours. She also noted that these benefits have been beneficial in recruiting quality employees, and recommended that we continue to offer them to our staff. Eisen presented information pertaining to Appleton Public Library's premium pay policies. Director Saecker noted that the exemption status of APL's staff is different than ours, as is the status of their library's annual budget. The Board acknowledged that the Common Council had approved the Library budget which includes premium pay for these Saturday and Sunday hours in 2008, but felt it is necessary to discuss the pros and cons of these benefits prior to drafting the 2009 budget. There was a consensus to include this topic on the agenda for their March 2008 meeting.

Motion

Motion to adjourn into closed executive session pursuant to WI Statute 19.85 (1)(c) for the purpose of considering promotion, compensation or performance evaluation of employees by Eisen, seconded by Werley, and carried unanimously.

Seefeldt, Bongers, and Loch-Wouters left the meeting at 5:06 p.m.

9. Additional Hours for Two Staff in 2008. Director Saecker recommended that one Librarian II position in the Children's Department be increased from 18 to 20 hours per week and that one Aide position in the Circulation Department be increased from 8 to 14 hours per week. Discussion ensued.
 12. Salary Steps. Director Saecker presented the names of staff scheduled to move ahead steps on the salary scale. Discussion ensued.
 13. Performance Recognition Step. Director Saecker presented the name of one staff member eligible for a performance recognition step increase. Discussion ensued.
- Director Saecker left the meeting.

14. Director Evaluation. The Personnel Committee presented the results of their performance evaluation of the Director and recommended a level of compensation to the Board. Discussion ensued.

Motion

Motion to adjourn closed session and reconvene in open session at 5:43 p.m. by Werley, seconded by Englebert, and carried unanimously.

Saecker and Seefeldt joined the meeting at 5:43 p.m.

Motion

Motion to approve increasing one Librarian II position in the Children's Department from 18 to 20 hours per week and to approve increasing one aide position in the Circulation Department from 8 to 14 hours per week by Werley, seconded by Stanke, and carried unanimously.

Motion

Motion to approve salary step increases as presented by Enos, seconded by Werley, and carried unanimously.

It was requested that the Personnel Committee review the existing practice of awarding step increases.

Motion

Motion to approve an employee performance recognition step as presented by Enos, seconded by Werley, and carried unanimously.

Motion

Motion to award a 2% cost of living increase to Director Saecker effective April 1, 2008 and a subsequent 2% increase effective October 1, 2008 by Enos, seconded by Eisen, and carried unanimously.

Werley requested that a summary of the Personnel Committee's performance evaluation of the director be completed by President Fuchs and that a copy be kept on file.

Adjournment

Motion to adjourn the meeting at 5:47 p.m. by Werley, seconded by Englebert, and carried unanimously.

Future meeting dates

The next regular board meeting will be held in the Gegan Room on Thursday, January 17, 2008 at 4:30 p.m.

Respectfully submitted,
Kris Seefeldt, recording secretary

Draft
Elisha D. Smith Public Library
Long Range Planning Committee Meeting
Minutes
December 19, 2007

Present: Bongers, Eisen, Englebert, O'Brien, Schaefer Kemp, K. Beson
Absent: Brandt, Loch-Wouters
Also Present: Director Saecker, K. Seefeldt (Recording Secretary)

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

Minutes

Motion to approve the minutes of the Long Range Planning Committee meeting of November 14, 2007 by Eisen, seconded by Englebert, and carried unanimously.

Mission Statement

A mission statement was approved at the November 14 meeting.

Vision Statement

Director Saecker presented drafts of several different vision statements for the Committee's review. Discussion ensued.

Motion

Motion to approve "The Elisha D. Smith Public Library enhances the quality of life in our diverse community as we lead with exceptional customer service, a vibrant collection, innovative technology, and responsiveness to the people we serve" as the library's vision statement by Schaefer-Kemp, seconded by Beson, and carried unanimously.

Goals & Objectives with Library Service Responses

The next step in the long range planning process is the selection of goals for our service responses. Objectives for the goals will be determined at a later date, and will be reviewed annually by staff for effectiveness. There were four service responses selected from the data collected at our focus group meetings that the Committee reviewed. They are 1) celebrate diversity, 2) express creativity, 3) satisfy curiosity (lifelong learning), and 4) create young readers. Discussion pertaining to goals ensued. The following goals for each of the service response categories were chosen by the Committee:

Celebrate Diversity

Goal: Increase participation in and number of cultural programs at the library that represent our community's diversity.

Goal: Increase visibility of cultural diversity within the library.

Goal: Increase participation by special needs groups, such as senior, homebound, mentally ill, homeless, physically challenged and mentally challenged people, in library programs and services.

Express Creativity

Goal: Provide a website that allows patron creation of content as well as equipment and tools that promote the creation of multimedia content.

Goal: Provide classes and programs to create creativity.

Goal: Provide the community with a space to display their creative endeavors.

Satisfy Curiosity (Lifelong Learning)

Goal: Do outreach to better serve underserved community members, such as minorities and the poor.

Goal: Create library programming for all ages to promote lifelong learning.

Goal: Provide information of local interest.

Create Young Readers

Goal: Create online content for young patrons.

Goal: Create programs that encourage reading by young patrons.

Goal: Increase usage of the library by young readers in upper elementary school through high school.

Motion

Motion to adopt goals as presented by Englebert, seconded by Eisen, and carried unanimously.

Jim Englebert will present these goals to the Library Board for their consideration at their January 17th meeting.

Adjournment

The meeting adjourned at 6:17 p.m. on a motion by Eisen, seconded by Englebert, and carried unanimously.

The next Long Range Planning Committee meeting is scheduled to be held on January 16, 2008 in the Gegan Room at 5:00 p.m.

Respectfully submitted,
Kris Seefeldt, Recording Secretary

DRAFT

MINUTES

Elisha D. Smith Public Library
Policies & Personnel Committee
(Fuchs, Stanke, Werley)

Gegan Room

3:30 p.m. Thursday, December 20, 2007

Present: Keith Fuchs, Rosalind Stanke, Susan Werley, & Director, Tasha Saecker

Absent:

1. Call to order

The meeting was called to order by Keith Fuchs at 3:50 p.m.

Motion to adjourn into closed executive session pursuant to WI Statute 19.85(1)(c) for the purpose of considering promotion, compensation or performance evaluation of employees by Susan Werley, seconded by Rosalind Stanke and carried unanimously.

2. Review of the Director's Assessment

The Policies and Personnel Committee conducted a basic review of the Director's Assessment with Director Saecker. Highlights from the assessment were identified and discussed by the committee and the Director. Director Saecker had an opportunity to present her thoughts and feelings regarding the assessment. Director Saecker indicated that the assessment results confirmed her understanding of the department's concerns. It was determined that for future assessments it would be of value to create a likert scale for the questions.

3. Written Summary of Director's Assessment

It was determined that President Fuchs would develop a written summary for the Director's Assessment that would be presented to Director Saecker and placed in her personnel file.

4. Recommendation for Compensation in 2008

After a short discussion the committee recommended that Director Saecker receive a 2% salary increase beginning April 1, 2008, and an additional 2% increase as of October 1, 2008. This recommendation will be presented to the Library Board at the December 20, 2007 Board meeting.

A motion was made at 4:20 p.m. by Susan Werley and seconded by Rosalind Stanke that we adjourn the closed session. Motion carried

A motion was made at 4:21 p.m. by Susan Werley and seconded by Rosalind Stanke to return to open session. Motion carried.

Motion to adjourn at 4:22 p.m. by Susan Werely, seconded by Rosalind Stanke and carried unanimously.

CITY OF MENASHA
Park Board
1st Floor Conference Room, City Hall – 140 Main Street
November 12, 2007
DRAFT MINUTES

I. CALL TO ORDER

- A. Meeting called to order by Vice Chr. T. Konetzke at 6:04 p.m.

II. ROLL CALL/EXCUSED ABSENCES

- A. MEMBERS PRESENT: Chr. Dick Sturm (arrived late), George Korth, Tom Konetzke, Nancy Barker, Mary Francis, Ron Suttner
MEMBERS ABSENT: Ald. Sue Wisneski (excused)
OTHERS PRESENT: PRD Tungate, Ken Syring

III. MINTUES TO APPROVE-MINUTES & COMMUNICATES TO RECEIVE

- A. **Minutes to approve:**
Motion by R. Suttner, seconded by M. Francis to approve the minutes of the October 8, 2007 meeting. Motion carried 5-0.

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

Five (5) minute time limit for each person

- A. N. Barker commented on the Isle of Valor and whether POW's will be recognized. She also asked about the number of weddings in Smith Park in 2007 and Memorial Building supervision.
B. G. Korth – election of Board Officers should be held at the December meeting.

V. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. **2008 Budget Update**
PRD Tungate summarized the 2008 budget review session with the Common Council. Overall, the Council seemed supportive of the programs and services contained within the budget.
- B. **Park Project Update**
A list of current park projects compiled by PS Huss was discussed. Most projects had to do with winter shut down activities.
- C. **Review of Peanut Island Cannon Re-dedication**
PRD Tungate gave a reminder that the Peanut Island Cannon re-dedication is scheduled for November 11, 2007 at 4:00 p.m.
- D. **Holiday Hayride, December 7, 2007**
PRD Tungate stated the Holiday Hayride is scheduled for December 7, 2007 starting at 5:00 p.m. at the Memorial Building.

VI. DISCUSSION ITEMS

- A. **Revision to Sign Honoring Eric Hinske**
The Board discussed potential changes to the Calder/441 sign honoring Eric Hinske. Hinske is a member of the 2007 World Series Champion Boston Red Sox. It was suggested that perhaps the sign should be changed to reflect this honor. Coincidentally, the Hinske sign was recently destroyed during a windstorm. PRD Tungate will bring a draft of a redesigned sign to the December 10 Board meeting.
- B. **Set Location and Time for Board Holiday Gathering**
The Park Board and spouses will meet at Naut's Landing for its annual holiday gathering following the December 10 meeting.

VII. ACTION ITEMS

A. **Request by Class of 1961 Reunion Committee to Reserve Park Facilities on August 9, 2008**

Motion by G. Korth, seconded by N. Barker to grant permission for the Menasha High School, St. Mary's High School and Neenah High School classes of 1961 to reserve Jefferson Park pavilion on August 9, 2008. Special approval was needed because the normal reservation starting date is February 1. Motion carried 5-0.

B. **Ordinance Relating to Park Regulations (Animals in Parks)**

Motion by N. Barker, seconded by G. Korth to recommend approval of Ordinance O-39-07 relating to animals in parks. A couple minor text changes were offered for CA Brandt's consideration. Motion carried 6-0.

VIII. ADJOURNMENT

A. Motion by G. Korth, seconded by N. Barker to adjourn at 7:15 p.m. Motion carried 6-0.

CITY OF MENASHA
Park Board
Council Chambers, City Hall – 140 Main Street
December 10, 2007
DRAFT MINUTES

1. CALL TO ORDER

A. Meeting called to order by Chr. Dick Sturm at 6:05 p.m.

2. ROLL CALL/EXCUSED ABSENCES

A. MEMBERS PRESENT: Chr. Dick Sturm Ald. Sue Wisneski, Ron Suttner, Mary Francis, George Korth, Tom Konetzke and Nancy Barker
MEMBERS ABSENT: None
OTHERS PRESENT: PRD Tungate, PS Huss

3. MINTUES TO APPROVE-MINUTES

A. **Minutes to approve:**
Motion by G. Korth, seconded by R. Suttner to approve the minutes of the November 12, 2007 meeting. Motion carried 7-0.

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

Five (5) minute time limit for each person

- A. D. Sturm suggested the Board elect 2008 officers at the January meeting.
- B. N. Barker would like an update on the Gilbert Mill park site and Army Reserve Center.
- C. Ald. S. Wisneski – Curtis Reed Square lighted holiday tree has some dark spots.

5. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. **Park Project Update**
PS Huss gave an update on current park projects which included preparation for the hayride, Barker Farm Park sign, tree pruning and assisting the Street Department.
- B. **Review of Holiday Hayride on December 7, 2007**
December 7 Holiday Hayride went well. A new Mrs. Santa will need to be recruited for next year.
- C. **Park Eviction Program – Police Department Correspondence**
PRD Tungate updated on the Park Eviction program. An e-mail from CPO Jorgenson stated that he intends to schedule a meeting with CA Brandt to iron out some procedural differences.

6. DISCUSSION ITEMS

- A. **Review Draft of Re-designed Eric Hinske Sign**
The Board reviewed a new layout for a sign honoring Eric Hinske. The original sign was destroyed during a late summer wind storm. Action was taken under item 7-A.
- B. **Update on New Park**
PRD Tungate stated that he and CDD Keil would be meeting with Alan Ament tomorrow to discuss some different park land acquisition ideas. A map showing the larger area near Lake Park Villas will be available at the next meeting.
- C. **Building Supervision Options for Memorial Building**
Discussion was held on the matter of use of the Memorial Building by wedding groups. There is some concern about building security and ordinance violations such as consumption of alcohol in the building. It was suggested that some crossing guards might be interested in working as building supervisors. This idea was tried earlier in the year with recreational workers, but was discontinued as it became difficult to find people to work on Saturday afternoons. PRD Tungate will explore this idea and report back next month.

7. ACTION ITEMS

A. Approve Revision to Eric Hinske Sign

Motion by Ald. S. Wisneski, seconded by G. Korth to approve the revised Hinske sign layout.
Motion carried 7-0.

B. Approve Request by Lisa Witt to Have Dogs in Her Wedding

Motion by Ald. S. Wisneski, seconded by N. Barker to approve Lisa Witt's request to have dogs in her wedding at Smith Park. Motion carried 7-0.

8. ADJOURNMENT

A. Motion by G. Korth, seconded by N. Barker to adjourn at 7:39 p.m. Motion carried 7-0.

CITY OF MENASHA
Parking Committee
Third Floor Council Chambers, City Hall – 140 Main Street
December 5, 2007

DRAFT MINUTES (Revised January 9, 2008)

I. CALL TO ORDER

A. Meeting called to order by PWD Radtke at 11:04 a.m.

II. ROLL CALL/EXCUSED ABSENCES

A. MEMBERS PRESENT: Ald. Wisneski; PWD Radtke; CA Brandt; CDD Keil; PC Stanke
MEMBERS ABSENT: None
OTHERS PRESENT: William Becher, 15 Center St; Brenda and Bruce Heisel, The Hungry Bull; Carol Schmidt, Public Works and Engineering Department

III. MINTUES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

A. **Minutes to approve:**
Motion by Ald. Wisneski, seconded by CDD Keil to approve the minutes of the May 10, 2007 meeting. Motion carried.

VI. DISCUSSION ITEMS

A. **Request for Parking Consideration Along East Side of Center Street**

Bill Becher is requesting the same consideration as last year, that he be allowed a handicap stall for the winter, to be used for overnight parking when he is staying overnight at the Center Street location.

Much discussion ensued regarding City parking policies, snow clearing and street sweeping operations, and uniform treatment to all residents.

Motion by CA Brandt, seconded by Ald. Wisneski to recommend to Council, an exemption for overnight parking on both sides of Center Street. Roll call vote: CA Brandt yes; PWD Radtke no; CDD Keil no; Ald. Wisneski no; PC Stanke no. Motion failed on roll call vote.

CA Brandt feels it is wrong to create special rules for certain people. Mr. Becher has several options: call the police department, park in Gunderson's lot, buy a permit or use the Marina handicap stall.

PC Stanke stated anyone with a handicap permit can park in any handicap stall. Mr. Becher will be able to park overnight in the existing handicap stall, which should eliminate his concern.

B. **Overnight Parking Concern in Tayco/Kaukauna Street Area**

Bruce and Brenda Heisel presented their views regarding their customers and employees getting tickets when parked in front of their business at 5:00 am. The sign the City has posted there says No Parking from 11:00 pm to 5:00 am. His understanding from the changes that were made two years ago are that they are allowed to park there before 6:00 am because his business opens at 5:00 am and his customers have no where else to park.

CA Brandt stated the sign and ordinance should be consistent. Much discussion ensued regarding the ordinance and possible changes to it.

Motion by CA Brandt, to amend the overnight parking ordinance to read no parking from 11:00 pm to 6:00 am to 11:00 pm to 5:00 am. Motion died for lack of a second.

Motion by PC Stanke, seconded by Ald. Wisneski to recommend to Council that overnight parking be prohibited from 2:00 am to 5:00 am in areas where parking is currently regulated from

11:00 pm to 5:00 am. Roll call vote: CA Brandt yes; PWD Radtke no; CDD Keil yes; Ald. Wisneski yes; PC Stanke yes. Motion carried on roll call vote 4-1.

CA Brandt stated he will create an ordinance with Ald. Wisneski. The Council can call for a public hearing if it wishes.

C. **Request to Extend Prohibited Parking North Side of Kaukauna Street West of Tayco Street**
After much discussion Ald. Wisneski made a motion to deny the request to extend prohibited parking on the north side of Kaukauna Street west of Tayco Street. CDD Keil seconded the motion. Motion carried on voice vote.

D. **Request to Increase Daily Parking Fee**
PWD Radtke stated this request is being made because the cost for a monthly parking permit has increased to the point where it would be cheaper to purchase daily parking permits for the month.

Motion by Ald. Wisneski, seconded by PC Stanke to increase the daily parking fee from \$1 to \$2. Motion carried on voice vote.

VIII. **ADJOURNMENT**

A. Motion by Ald. Wisneski, seconded by CA Brandt to adjourn at 12:14 p.m. Motion carried.

Respectfully submitted by Carol A. Schmidt, Public Works and Engineering Department

CITY OF MENASHA
Plan Commission
Council Chambers, 3rd Floor City Hall – 140 Main Street
January 8, 2007
DRAFT MINUTES

I. CALL TO ORDER

A. Call to Order

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

II. ROLL CALL/EXCUSED ABSENCES

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

OTHERS PRESENT: AP Beckendorf, CDD Keil, Paul Brunette, Jim Eagon, Jill Zalar, Ken Saiki, and Trevor Frank.

III. MINTUES TO APPROVE-MINUTES & COMMUNICATES TO RECEIVE

A. Minutes to approve:

Ald. Merkes made and Comm. Schmidt seconded a motion to approve the December 18, 2007 Plan Commission meeting minutes. The motion carried.

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

Five (5) minute time limit for each person

A. No one spoke.

V. DISCUSSION

A. None.

VI. ACTION ITEMS

A. Site Plan Review – UW-Fox Valley Communication Arts Center

Trevor Frank, of SEH, described the project. It has been designed to attain LEED silver certification. Mr. Frank explained the components of the project which qualify it for LEED silver certification.

Commissioners discussed the following:

- Parking concerns.
- Concerns with the project meeting TSS removal standards for stormwater.
- Project budget and use of existing auditorium.
- Whether the facility will be available for public programs and whether the school will be actively pursuing outside entertainment and/or lecturers.
- The need to review a photometric plan.

DPW Radtke made and Ald. Merkes seconded a motion to approve the site plan for UW-Fox Valley's Communication Arts Center with the following conditions:

1. TSS removal documentation must be provided for review.
2. A photometric plan must be provided for review.

The motion carried.

B. Acceptance of Comprehensive Plan Chapters 1 (Issues and Opportunities) and 3 (Transportation) with Changes Noted in December 18 Plan Commission Minutes (chapters previously received)

Commissioners discussed the following:

- (Chapter 1) Vision statement.
- (Chapter 3) Road classification definitions (page 2-3 and 2-4).
- Addressing transit goals and needs.

- The addition of a goal or objective addresses safe routes to school.
The addition of a recommendation to begin tracking pedestrian accidents.

Ald. Merkes made and Comm. Schmidt seconded a motion to accept Comprehensive Plan Chapters 1 (Issues and Opportunities) and 3 (Transportation) with Changes Noted in December 18 Plan Commission Minutes and the above changes. The motion carried.

C. **Acceptance of Comprehensive Plan Chapters 2 (Population and Housing) and 4 (Utilities and Community Facilities)**

Commissioners discussed the following:

- (Chapter 2) Including dialogue with comparison data for Outagamie County, Appleton, etc. .
- Using stronger language (e.g. “shall” instead of “may”) for a number of recommendations.
- Incorporating more recommendations concerning environmental protection/sustainability.
- Using consistent age group data.
- (Chapter 4) Using stronger language for a number of recommendations.
- Using the word “neighborhoods” in place of “subdivisions”.
- Deleting information on Veteran’s Park.
- The addition of several short-term and long-term needs and recommendations.
- The addition of a map which shows utility and sanitary districts.

Comm. Cruickshank made and Comm. Schmidt seconded a motion to accept Comprehensive Plan Chapters 2 (Population and Housing) and 4 (Utilities and Community Facilities) with the above changes. The motion carried.

D. **Health Department – Sale of 226 Main Street and Department Relocation**

CDD Keil reviewed events leading to the proposed sale and relocation. Commissioners discussed timing and space considerations. Comm. Schmidt made and Comm. Sanders seconded a motion to recommend the sale of 226 Main Street and the relocation of the Health Department to 312-320 Racine Street. The motion carried.

VII. ADJOURNMENT

- A. Comm. Schmidt made a motion to adjourn at 5:32 p.m. Comm. Cruickshank seconded the motion. The motion carried.

**City of Menasha
Information Technology Steering Committee
Gegan Room
Menasha Public Library
Wednesday December 19, 2007
8:15 A.M.
Minutes**

I. Call to Order

Meeting called to order at 8:17 AM by CHAIRMAN Wisneski.

Present: CHAIRMAN Wisneski, AP Beckendorf, CLERK Galeazzi, COMP Stoffel, ITMgr Lacey and PWD Radtke (9:00)

Excused: PC Stanke

Also Present: CA/PD Brandt, ITSupv James, LD Saecker and P&RD Tungate (8:25)

II. Minutes to Approve-Minutes and Communications to Receive - Approval of Minutes of November 28, 2007 IT Steering Committee meeting.

Motion by CLERK Galeazzi, seconded by ITMgr Lacey to approve the minutes of the November 28, 2007 IT Steering Committee meeting. Motion carried.

III. Report of Department Head/Staff/Consultants – Committee monthly update on status of projects/operations/costs

ITMgr Lacey reviewed the monthly activity summary and bar graph and answered questions. ITMgr Lacey explained his purchase of training vouchers for 2008. He will be obtaining his certification in CISCO systems technology. ITSupv James may also need additional training depending on the direction the City takes with its website and NOVUS AGENDA software.

IV. Action Items – Committee discussion and recommendation of proposal to extend contract for Information Technology Services for 2008 with Mr. Larry Schmitz of Schenck Technology Solutions

ITMgr Lacey explained how he utilizes the services of Mr. Schmitz who is a great resource in both the technology and government fields. His role has been reduced since 2006; he now attends 4 meetings a year and is paid about \$2,000 annually. Motion by CHAIRMAN Wisneski, seconded by CLERK Galeazzi to recommend to the Common Council the proposal to extend the contract for

Information Technology Services for 2008 with Mr. Larry Schmitz of Schenck Technology Solutions be approved. Motion carried.

Action Items – Committee discussion on Common Council action to purchase video recording equipment

Alderman Merkes included \$15,000 in the 2008 Common Council budget for purchasing the equipment to video record meetings. The most recent quote which ITMgr Lacey had received put the cost for the equipment at \$16,345, with the optional items raising the cost to \$19,424. These costs were calculated based upon a 12/05/07 site visit. The Committee discussed what had been in the City of Neenah quote which was different from the City of Menasha quote. Because this installation of equipment will be a permanent fixture, the Committee also discussed where it could be located. Currently the monitoring equipment is rolled into the hall behind the Common Council chambers and then removed. The back hall is a poor choice because it would be accessible to anyone. The third floor conference room and the third floor waiting room were suggested also. This also triggered a discussion on eliminating the waiting room and making it into a larger copying area with the monitor equipment.

ITMgr Lacey was directed to obtain a second quote for the equipment and if it came in below the \$15,000 threshold, then it could be purchased. Then the City would still need to determine where the equipment would be located. It was also briefly discussed if this activity should fall under the direction of the IT Department or some other department. Motion by ITMgr Lacey, seconded by PWD Radtke, to recognize that the \$16,345 price is a realistic quote for our facility, the optional equipment will not be purchased at this time but may be in the future and that there is a need for additional funds to purchase this equipment. Motion carried.

Action Items – Committee discussion on content and design of City Website

The Committee viewed the City website which had been updated with pictures from this year's Holiday Hayride. There is also a location for current topics. ITSupv James requested that the Committee clarify his role as webmaster. ITMgr Lacey defined what the IT Community sees as a webmaster; someone who is responsible for making sure the webpage functions, and that links are current, but is not responsible for content. CA/PD Brandt stated that the Committee does not have the authority to change the front page, the Mayor does. And the Mayor has designated ITSupv James as the person to determine content. He will determine what is most relevant to the City at a point in time. ITMgr Lacey does not see where ITSupv James has the time to work on the website regularly. Both CHAIRMAN Wisneski and AP Beckendorf expressed a desire to help ITSupv James on this project. CA/PD Brandt further defined the

action the Mayor took to include being able to spend funds and make the decision on what should be on the front page.

P&RD Tungate stated that he had talked to the Mayor about contacting the High School and Fox Valley Technical College to get some volunteer help on keeping the Parks and Recreation page fresh. Any one that would do this work would be under the supervision of P&RD Tungate. The student would create a draft and if acceptable, P&RD Tungate would have the authority to make it live on the Parks and Recreation website. ITMgr Lacey spoke in favor of a full-time intern. ITSupv James felt that the work involved would be mundane for someone from UW-Fox Valley or Fox Valley Technical College, but could work well for a High School student. ITSupv James also stated that there would be additional software need to make the changes favored by the Common Council and Mayor. He will return to the Committee with an estimate of those costs.

Action Items – Committee discussion and recommendation on next IT Steering Committee meeting date – January 16th, third Wednesday

After discussion, by consensus of the members present, the next Information Technology Steering Committee meeting will be held on Wednesday, January 16, 2008 at 8:15 AM in the Gegan Room of the Menasha Public Library.

V. Adjournment

Motion by CLERK Galeazzi, seconded by ITMgr Lacey to adjourn. Motion carried. Meeting adjourned at 10:10 AM.

Respectfully submitted,

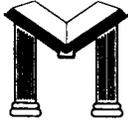
Thomas Stoffel
Committee Secretary

	Budget \$	YTD \$	% used YTD
Total Budget	\$326,117	\$269,858	82.75%

January 2007 through December 2007

**I.T. Department
Projects
December 19, 2007 through January 15, 2008**

- Novus Agenda troubleshooting.
- Continue monitoring virus activity and block SPAM e-mail.
- Monitor and administrate City Network.
- Monitor and administrate City phone system.
- Project and Training planning for 2008
- Work with Assessor Consultants on Assessor database.
- Printed City Vendor and Visitor ID badges for the Safety Committee.
- Worked with Neenah/Menasha Fire Rescue on updating Emergency Contacts for City Businesses.
- Deployed AutoCAD Civil 3D 2008 for Engineering.
- Deployed LCD Displays at City Hall and Police Dept.
- Research and analyze different options for replacement of City Finance/HR software.
- Common Council Video Production project.
- Researched and ordered PCs and Police Squad GPS units for Police Department.
- Ordered Tablet PC for City Sanitarian.
- ADT Security System troubleshooting with Adam Alix.
- Dog License Application troubleshooting.
- E-Bay listings.
- PWF Refuse Can application repair.



Menasha Joint School District

Superintendent of Schools

328 Sixth Street, P.O. Box 360
Menasha, WI 54952-0360

Ph: (920) 967-1400

Fx: (920) 751-5038

*Congratulations
Sue!*

- Mayor

CC Common Council

January 2008

Sue Nett
City of Menasha Health Department

Dear Sue:

I write to congratulate you on receiving the Distinguished Service Award of the Menasha Schools. Your peers nominated you for this award for your distinguished service to the school district and the students you serve.

I am proud of you and your commitment to your work.

You are invited to receive your award at a presentation during the Board of Education Meeting on Monday, January 28, 2008 at 7:00 p.m. in the Community Room at the Maplewood Middle School at 1600 Midway Road.

Again, congratulations on your award.

Sincerely,

Keith Fuchs, Ph. D.
Superintendent of Schools

mls

New Tourist Destination in Calumet County

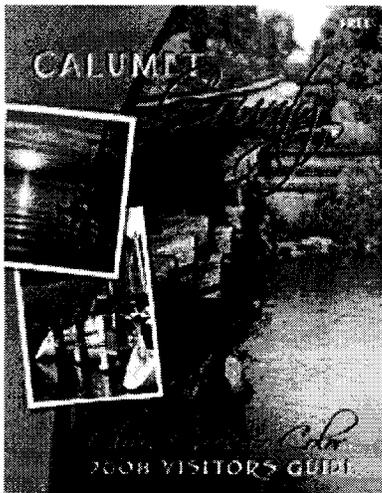
A new playground, a 4,000 sq ft. splash pad, a multi-use skate park, and a six-hoop basketball court. What do these things have in common? They are the four main components of the Morrissey Park project!



This new community-built park will feature a fence-enclosed playground, a tree house with vines, an airplane, a 3-D maze, a tornado slide, a trampoline bridge, and much more! The park will also be handicap accessible. The splash pad will be the perfect place to cool off in the summer and can be converted into an ice skating rink in the winter. This park will be fun for the whole family all year round!

The City of Chilton has plans to build the county's largest park this summer and needs your help! The city is looking for assistance in building this community park for all to enjoy! There are different ways that one can help. You can sponsor a component of the park, sponsor a picket, volunteer your time, donate materials, tools or food, or just make a direct donation. Anything you can do will help make a difference!

For more information on the project, visit www.chilton.govoffice.com or call (920) 849-2451.



2008 Calumet County Visitor's Guide

The 2008 Calumet County Visitor's Guide is ready for distribution! The theme of this year's guide is "101 Things To Do In Calumet County".

The new guide lists the county's events for the year as well as information for all the major tourism attractions. Great ideas for family fun are in the guide in addition to top notch restaurants in the county and nightlife fun.

To receive a FREE copy of the guide, please email info@travelcalumet.com or call (920)849-1442.

Events in 2008

If you have an event in 2008 that you would like to promote on the Travel Calumet website, please send the information to info@travelcalumet.com or call (920) 849-1442 with the information. Please include date, time, location, contacts, and detailed information about the event.

2nd Annual Calumet County Art Show



Calumet County's artists showoff their finest work at the 2nd Annual Calumet County Art Show at Main Street Art Works! This art show runs from Decemeber 31 to February 28. Come see what type of "real art" that Calumet County residents have completed in the past year!

Art has a significant economic impact on the state. The non-profit arts and culture industry in Wisconsin has \$418.06 million in annual expenditures that results in 11,060 full time jobs.

Main Street Art Works is located at 627 Main Street in Hilbert. Gallery hours are Fridays 11-7 and Saturday and Sundays 11-4. For more information on this event, call (920) 853-7348 or visit www.mainstreetartworks.com.



Winter Fun in Calumet County

If you're thinking there is nothing to do in winter, think again! Winter isn't the time to stay inside your house and hibernate till Spring comes! There are endless activities for all ages!

With 124 miles of snowmobiling trails and nature trails to hike, cross-county ski, and snowshoe on, Calumet County is the perfect place to get outside and enjoy the snow! If you love the thrill of high speeds, then head to the Calumet County Park Tubing Hill for some sledding and a tow rope to bring you back up! There are numerous ice skating rinks across the county and plenty of ice fishing to do on Lake Winnebago, Long Lake or Becker's Lake. Sturgeon spearing season starts

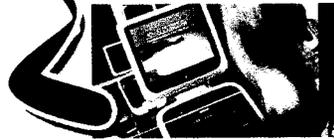
on Friday, February 9 and ends February 24! Come over to Stockbridge, the Sturgeon Capital of the World, and check out the city of ice shanties on the ice!

Fun events such as the Kiel Ice Sculpting Contest on February 2, The Annual Winter Family Fun Day at High Cliff on February 2, and ongoing outdoor activities at the nature centers are a perfect reason to get outside and have some fun this winter! For more information on winter fun in Calumet County, go to www.travelcalumet.com!

Travel Calumet
info@travelcalumet.com

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5 Locations in the Fox Valley

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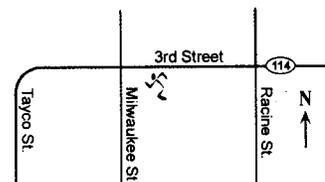
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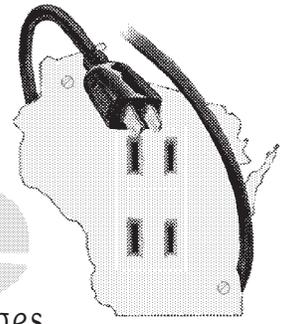
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Doyle: '08 to be R&D year

Making Wisconsin a world leader in the production of alternative energy will be the goal of a 10-year research and development effort Governor Doyle says he'll flesh out over the coming weeks.

In an end-of-year interview with veteran Capitol reporter Dick Wheeler, Doyle proclaimed "a huge opportunity for us to develop a major segment of our economy around producing energy from green sources," adding, "We can be an absolute world leader in this."

Doyle said in the next few weeks he would reveal the details of a \$150 million effort to make the state a leader in biofuels and other alternative fuels.

Key components of the effort, the governor told Wheeler, would be Wisconsin's agricultural



Doyle

sector, the state's forests, and the research capabilities of the University of Wisconsin, selected last year by the federal Department of Energy for a \$125 million grant to build one of three centers nation-

wide to investigate the potential for creating alternative fuels.

Describing the opportunity as "huge," Doyle said the objective would be to "turn that research into job-producing businesses." 

You can't go home again...

Maryland's Public Service Commission has concluded unequivocally that electric utility restructuring has been a flop, but it's also concluded that just going back to the way things used to be is not in the cards. Now the agency, Maryland's governor, and state lawmakers are looking ahead to the task of designing something that works.

A mid-December story in *The Capital*, the Annapolis daily newspaper, said a recent report from the commission "describes a dysfunctional and systematically flawed economic model that has achieved results diametrically opposed to the original intents of deregulation."

Today's higher power prices make it advantageous for producers to maintain the status quo, rather than spend money on infrastructure investments that would increase supply and moderate prices for consumers, according to the report.

State lawmakers were the target audience for the report, which notes the commission already has the authority to carry out much of its suggested strategy.

Part of the commission's approach would involve compelling incumbent utilities to enter into long-term contracts to buy power from new plants, a move that would stabilize prices at the same time it encouraged development of additional supply.

Another component of the commission's strategy is to lobby federal regulators to modify wholesale market designs. As presently constituted, regional wholesale power auctions reward power producers for doing nothing to alleviate supply constraints. But the Maryland commission's powers in this regard are limited to persuasion, with actual decisions the province of the Federal Energy Regulatory Commission that approved the market designs in the first place.



Entirely outside the commission's jurisdiction is the idea of creating a state power authority to buy and sell electricity. That would require action by the Legislature. Such an authority might conduct state-run power auctions or go so far as to build its own power plants, with the state selling low-cost electricity to the companies distributing power to residential customers, *The Capital* reported.

The one option that's been simply ruled out is a return to the 1999 status quo. Maryland's restructuring law, like those in other states, forced utilities to sell off their power plants. The value of the Maryland plants has at least doubled in the meantime, and to restore them to their previous owners would require the state to condemn them and pay fair market value.

That would be a daunting task not only for the state, but ultimately for customers who would end up paying all over again for the existing infrastructure. 

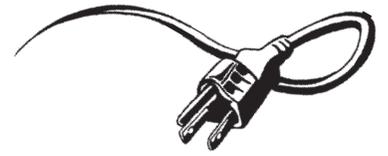
THE WIRE is a monthly publication of the *Customers First!* Coalition—a broad-based alliance of local governments, small businesses and farmers, environmental groups, labor and consumer groups, retirees and low-income families, municipal electric utilities, rural electric cooperatives, wholesale suppliers,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

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



KEEPING CURRENT

With CFC Executive Director Matt Bromley



Nearly 30 years after a series of mechanical and human errors led to a nuclear core meltdown at Three Mile Island in Pennsylvania, nuclear power looks to be back in play as an alternative to meet our nation's growing energy needs.

Spurred by the national Energy Policy Act of 2005, forecasts of future energy needs, and rising public concerns about global warming, utilities are poised to once again invest in nuclear power. In the coming year, the U.S. Nuclear Regulatory Commission expects utilities will file applications to build and operate as many as 30 new nuclear power plants in the United States, each with generation capacity of over 1,000 MW. These will be the first such proposals considered by the federal government since the accident at Three Mile Island.

Not everyone is embracing the nuclear renaissance. Critics of nuclear power are concerned with the threat of terrorism and plant accidents that can jeopardize public safety and national security. They also point to the inherent difficulties and potential environmental and health hazards involved with transporting and storing spent fuel. Rather than relying on nuclear energy to generate our nation's power, many opponents believe our energy needs can best be met with more investment in energy efficiency and conservation efforts.

For the time being it is unlikely that any new nuclear power plant will be built in Wisconsin. A state law that's been on the books since 1983 prohibits the Public Service Commission from authorizing the construction of a nuclear power plant unless it is economically advantageous to ratepayers and there exists a federal facility with sufficient capacity to receive spent fuel from all nuclear power plants in Wisconsin. Since no federal repository (read: Yucca Mountain) has yet been approved and the economics of nuclear power remain uncertain, Wisconsin's conditional moratorium on nuclear power plants remains in effect.

Past legislative attempts to repeal the moratorium have failed, but the issue is not likely to go away anytime soon. Early last year, a Joint Legislative Council Study Committee on Nuclear Power endorsed legislation, Assembly Bill 346, which repeals the restrictions on regulatory approval for nuclear power plants. AB 346 received a public hearing last month and could come before the full Assembly soon. And, a similar proposal is under consideration by the Governor's Global Warming Task Force, which is expected to make its final recommendations a few months from now. 💡



Bromley

RPS dropped from energy bill

Federal energy legislation pared back significantly from a more ambitious proposal was signed into law by President Bush the week before Christmas.

Shorn of provisions creating a nationwide renewable portfolio standard (RPS) for electric generation, the bill was approved by the Senate in mid-December with both Wisconsin senators joining the lopsided 86-8 majority. It cleared the House a few days later with Rep. Thomas Petri (R-Fond du Lac) and all Wisconsin Democrats in support. All other Wisconsin Republicans were among the 100 members who voted against the package.

The RPS was stripped from the bill when it

became apparent to Senate leaders that opposition to it was driving away votes needed for passage. However, Majority Leader Harry Reid (D-NV) said he hoped to bring the provision back for consideration this year.

Also deleted from the bill was a tax increase on major oil companies, removed when a version including the tax hike fell one vote short of the 60 needed under Senate rules to end debate and proceed to a vote on passage.

The bill mandates a 40-percent increase in corporate average fuel economy standards for motor vehicles—to 35 miles per gallon—by 2020 and a 600-percent increase in ethanol use, to 36 billion gallons annually, by 2022. 💡

More price hikes shaping up

Late fall projections from a federal energy monitoring agency point toward continuing electricity price increases—after a big spike in 2006.

Figures from the Energy Information Administration (EIA) projected that by the end of 2007, residential electricity prices would reflect another 1.9-percent increase above 2006 levels while commercial power prices were anticipated to be up 2 percent and industrial prices up 4.9 percent.

The kilowatt-hour prices would be 10.6 cents, 9.6 cents, and 6.4 cents, respectively.

Those projections, based on less than full-year statistics, came on the heels of a report from the same agency indicating that 2006 brought the sharpest retail electricity price hikes in a quarter of a century, even though usage was essentially flat—up two-tenths of 1 percent—compared with usage in 2005.

The 2006 retail price, expressed as the average for all customers, rose to 8.9 cents per kilowatt-hour, a 9.3-percent increase over the 2005 average and the biggest annual rise since 1981, according to the EIA.

More than 70 percent of new generation capacity brought on line in 2006 is fueled by natural gas, the report said. Capacity additions for the year totaled more than 12,000 megawatts nationwide.

But power generation for that year increased only two tenths of 1 percent over 2005, the EIA said, attributing the flat demand to milder temperatures during both warm and cold months.

The modest demand increase came

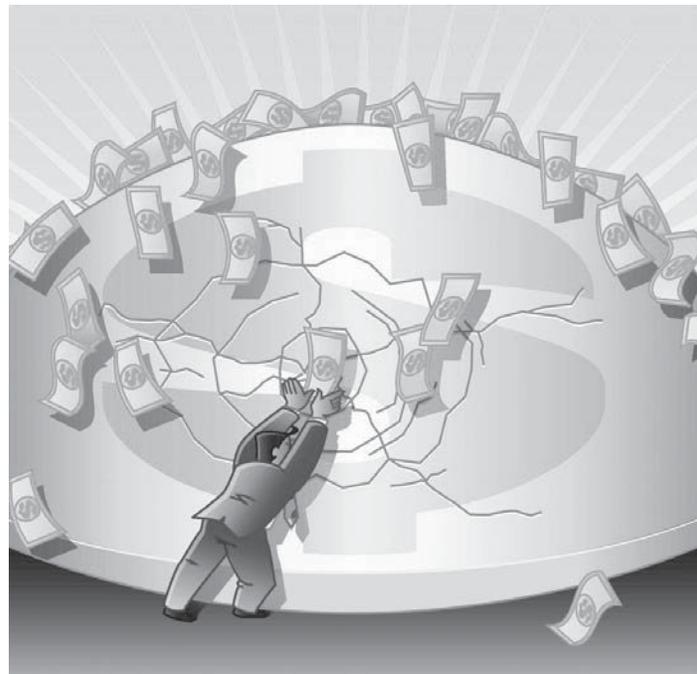
Energy saver tip

If you're having trouble paying energy bills during cold-weather months or know someone who is, the first call to make is to your utility. That's the way to work out a payment plan everyone can live with and learn if you're an appropriate candidate for energy assistance. Remember, piling up unpaid bills during a cold-weather moratorium on disconnections will only lead to more unmanageable costs in the spring. 💡

entirely at the hands of commercial and industrial customers, the report shows. Usage by those sectors rose seven-tenths of 1 percent, while usage by residential customers moved an almost identical amount in the opposite direction, dropping by six-tenths of 1 percent.

Of the total of more than four billion megawatt-hours generated in 2006, half came from coal-fired power plants, while natural gas and nuclear were virtually tied at 20 and 19 percent, respectively. Seven percent of domestic generation came from hydropower. Other renewables accounted for slightly less than

2-1/2 percent of the year's generation output but topped oil-fueled generation's share of slightly less than 1-1/2 percent. 💡



Edifice complex

There may or may not be a revival of the U.S. nuclear power industry, but a potentially useful indicator of how fast anything like that might happen is that litigation related to the issue now has its very own building: a special courthouse built by the federal government in Las Vegas specifically to hear years of lawsuits over plans to develop a nuclear waste repository at Nevada's Yucca Mountain.

The Nuclear Regulatory Commission (NRC) has spent more than \$6 million for the new facility near the Las Vegas airport. Its first public function was a hearing early last month to entertain questions from opponents of the embattled national nuclear waste repository who say the Department of Energy (DOE) hasn't done enough to make Yucca Mountain documents accessible to the public.

According to a report in the *Las Vegas Sun*, the new facility is at the cutting edge of U.S. legal system technology, going almost entirely paperless in proceedings that will include some 30 million pages of documents in support of the DOE's pending license application for the storage site.

Lawyers, witnesses, and judges will be able to participate from all across the country through video connections, and transcripts and video from the hearings will be available and searchable to legal teams, *The Sun* reported.

NRC administrative judges are expected to hear at least three years of legal challenges to the project including "thousands of contentions" by the State of Nevada, according to *The Sun*.

Meanwhile, an omnibus spending bill aimed at keeping the federal government funded through September and passed last month, chopped the Yucca Mountain project budget some 20 percent. Officials connected with the project said that move could end up pushing the date of a formal license application back from what had supposedly been a hard deadline this coming summer.

Required under a 1982 federal law to be open and accepting spent nuclear power plant fuel 10 years ago this month, the repository is now not expected to be open before 2017 at the earliest. 💡



Quotable Quotes

“After almost seven full years, Maryland ratepayers face among the highest capacity and locational marginal prices in all of (the region), and the prospect of draconian brown-outs in the next five years. By these measures, Maryland is not better off than it was before deregulation.”

—Report from the Maryland Public Service Commission on the condition of the state’s energy markets and plans for its electricity future, released in December and quoted in the Annapolis daily newspaper, *The Capital*, Dec. 17, 2007

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to check out the
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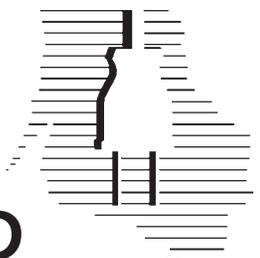
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Trevor M. Frank, AIA, NCARB

Senior Architect

General Background

Mr. Frank is a Senior Architect and Project Manager responsible for coordination of project budgets, scheduling, and marketing efforts. He provides project management for architectural projects including new design and renovation of facilities for both the public and private sectors.

Experience

Fire Station Renovation and Expansion – Town of Menasha, Wisconsin.

Currently providing construction administration services for the 1.8 million dollar renovation and addition to Fire Stations 40 and 41. As local project manager, Trevor is coordinating the job site visits, fielding questions and responding to RFI's and participating in weekly construction meetings.

Kimberly-Clark Corporation – Neenah, Wisconsin.

Currently providing contract facility planning services for planning, design and move management in 3 separate corporate office facilities for project work valued at over \$5,000,000. As client manager, Mr. Frank is coordinating the design services of 6 contracted facility planners presently working full time in K-C's facility planning department.

Police/Fire Village Hall Complex- Bellevue, Wisconsin.

Currently providing project management services and design assistance for the new 2.0 million dollar Village Hall complex. The new facility will house the Fire Department, County Police Services, a branch of the Brown County Court system and Village Hall functions.

Fire Department Facility-Elkhart Lake, Wisconsin.

Currently providing project management services and design assistance for the new Fire Department in Elkhart Lake. The project is in programming stages with completion of facility scheduled for May 2008.

Fire Station Feasibility Study-Kaukauna, Wisconsin.

Recently provided a feasibility study and construction cost estimate for the City of Kaukauna to adequately determine the feasibility of purchasing land and existing structure to convert it to a fire station. A response time analysis and siting plan was also part of the study.

Communications Arts Center Study-UW Fox Valley-Menasha,

Wisconsin. Recently provided a schematic design, feasibility study and cost estimate for a 13 million dollar communications arts center on the UW Fox Valley Campus. The study included a campus master plan and long range recommendations for acquiring land, expanding campus services and enlarging the existing facility to accommodate growth and programmatic needs.

Streetscape Design- Winneconne, Wisconsin.

Recently provided project management services and design assistance for a six-block streetscape improvement project in the Village of Winneconne. Project management

Education

*Master Architecture
University of Milwaukee (1992)*

*Bachelor of Science
Architecture
University of Milwaukee (1990)*

Professional Registration/ Certification

*Registered Architect in
Wisconsin, Iowa
NCARB Certification*

Professional Associations

*American Institute of Architects
Wisconsin Society of Architects*

*National Council of
Architectural Registration
Boards*

Community Development

*President, Board of Directors
Midway Outreach Community*

*Executive Committee, Board of
Directors*

Appleton Downtown Inc.

*Chairman, Economic
Development Committee*

Appleton Downtown Inc.

*Design Committee
City of Kaukauna Business
Development Group*

*Zoning Ordinance Review
Committee*

*City of Appleton Planning
Department*

*City of Appleton Police
Department*

K-9 Committee Chairman

*President, Board of Directors
AIA Northeast Wisconsin*



included several public information sessions and presentations to the Village Board regarding cost, schedule and impact on the Downtown business owners and the residents. The \$800,000 improvement project will be completed in April 2007.

Streetscape Design- Horicon, Wisconsin. Currently providing project management services and design assistance for an eight-block streetscape improvement project in the City of Horicon. Project management responsibilities include several public information sessions and presentations to the City Council and Department of Transportation regarding cost, schedule and impact on the Downtown business owners and the residents. The \$375,000 enhancement project will be completed in 2008

Urban Plaza Design- Appleton, Wisconsin. Currently providing design services and cost estimating assistance for the redesign of Houdini Plaza in Downtown Appleton. Development of the plaza master plan involves working with adjacent business owners and the Downtown advocacy group ADI as well as presenting design and costing considerations to the Parks and Recreation Committee and City Council.

Water Treatment Facility Design- Brookfield, Wisconsin. Recently provided architectural design assistance for a radium treatment facility in Brookfield, WI. The \$500,000 facility needed to be designed to fit contextually with Brookfield's commercial district. The 625 square foot building incorporated two tone brick and a decorative cornice that complemented the utilitarian building and helped blend it in to the context around Brookfield square.

Water Treatment Facility Design- Fitchburg, Wisconsin. Currently providing architectural design assistance for a water treatment facility in Fitchburg, WI. The \$500,000 facility needs to be designed to fit contextually with the residential homes surrounding the site. The 850 square foot building incorporated brick and decorative block with a cupola that complemented the utilitarian building and helped blend it in to the context around the Fitchburg residences.

Experience prior to joining SEH

Community Facilities

Waushara County Highway Department – Waushara, Wisconsin.

Project manager for complete design services for a facility addition to the Hancock Shop facility for the Waushara County Highway Department. The 20,000-sq. ft. addition provides heated vehicle storage.

Civic Center Renovation – Combined Locks, Wisconsin.

Project manager for architectural, structural, mechanical, electrical, civil/site engineering, survey, and interior design services for a civic center renovation and addition. The thirty-year-old facility underwent complete interior renovations including new mechanical and electrical systems, and all new interior finishes and furnishings. Design includes an expansion to village



boardroom and fire department (designed for 6 vehicles), and interior expansion to the police department. The flat roof was also retrofitted with a pitched roof.

Municipal Garage – Town of Menasha, Wisconsin. Project manager for design of a new 33,000-sq. ft. vehicle storage facility on the site of their existing municipal complex. The program called for a 3,600-sq. ft. addition to the existing maintenance shop and a new 33,000-sq. ft., pre-engineered metal building with a continuous 6-foot high masonry base. The building incorporates an infra-red gas fired heating system and applies green building design principles by incorporating clerestory windows to take advantage of natural day lighting

Jefferson County Highway Department – Jefferson, Wisconsin. Project manager for a facility needs assessment for the Jefferson County Highway Department. As part of the program, seven county highway buildings on the Woolcock Street site were investigated. The buildings were evaluated for compliance with current ADA, electrical, mechanical and energy code guidelines. The structural integrity of each facility was determined and a comprehensive report was presented to the Highway Commissioner and the County Board.

City of Waupaca Armory Building – Waupaca, Wisconsin. Project manager for a facility needs assessment and structural evaluation for the Armory Building. Services include a complete investigation of the buildings major structural components including structural members, roof trusses, and gym floor and wall construction; analysis of the electrical and mechanical systems; and ADA accessibility compliance.

Workforce Development Center – Menasha, Wisconsin. The project called for programming an existing warehouse space for six separate local and state employment agencies. The goal was to provide a one-stop job service agency for individuals and local companies. Cost estimates for the conversion of the space and master planning documents were created for the agencies

Appleton Valley Transit System – Appleton, Wisconsin. Project manager for storm water alterations to the valley transit bus transfer center in downtown Appleton. The facility was not equipped with gutters or downspouts and posed a safety risk when large sheets of ice from the roof would slide off of the building over the entranceways. Design included snow stops to prevent the ice sheets from sliding off of the roof. Heat trace on the eaves, and in the gutters and downspouts, melt the large ice sheets and direct the melted snow into an underground storm sewer system that ties into the municipal storm sewer. The installation of the underground storm utility posed many challenges including large lengths of sidewalk to be removed and replaced. The location of site utilities and the discovery of abandoned building foundations also complicated installation. The final tie-in of the storm sewer required the closure of Oneida Street, however this was completed with little or no disruption to the busy transfer operations.



Park Facilities

Memorial Park Master Plan and Shelter – Combined Locks, Wisconsin.

Project manager/lead designer for the long-range master plan of Memorial Park. The plan was developed by working closely with the planning commission and village board to design a park that will provide amenities to the village for years to come. The new park layout incorporates a new concession, warming, snack bar facility; alterations to the parks trail system, re-orientation of the athletic fields, expanded parking, and a revised landscape plan. OMNNI provided 3-dimensional computer generated illustrations to present the proposed design. The project was completed in October 2004.

Appleton Parks and Recreation, Derk's Park – Appleton, Wisconsin.

Project manager for design of a 1,200-sq. ft. park shelter and restroom facility on a 12-acre neighborhood park located in Southeast Appleton. The new brick and block masonry structure incorporates natural day lighting features and includes a covered picnic area that will accommodate 60 people.

Hydro Park – Kaukauna, Wisconsin. Project manager for design of the Hydro Park final concept plan for approval by the City Council. Design required integration of the bike trail and the downtown business district.

To help to create a transition between the recreation trail and the urban fabric of the downtown, a formal plaza, and rest station were developed. Landscape elements including planters, limestone retaining walls, decorative light fixtures, and various types of paving materials, help transform the abandoned rail spur into an urban oasis. The routing of Highway 55 over the Fox River power canal creates an opportunity to develop an urban plaza, which is visible from several vantage points throughout the city. A rest station and remote plaza serve as a transition from the recreation trail to a park-like setting. The plaza provides the terminus of the trail system and creates an entryway to the downtown business district.

As a member of the design committee for the city of Kaukauna, Mr. Frank provides architectural assistance on design issues that shape the developing downtown. In his capacity as committee member, he serves as a liaison between the city planning department and the downtown business owners. Most of the projects the design committee engages in are high-profile public projects that affect the business district.

Appleton Memorial Park Arboretum and Gardens – Appleton,

Wisconsin. As chairman of the grounds committee at the Appleton Memorial Park Arboretum and Gardens, Mr. Frank provides long-range site planning and landscape architectural expertise. Presently, Mr. Frank is involved in developing water gardens, which will provide a natural water garden habitat that engages the site and provides several interactive water gardens for education and contemplation. The gardens are the second phase of several site development projects that will be completed over the next several years.



Pierce Park Pavilion – Appleton, Wisconsin. Conducted a feasibility study for the Pierce Park pavilion which included assessing the Park & Recreation Department’s current and future needs, defining and designing for mixed-use activities, cost estimating the required renovation work to bring the facility up to code and proposing a schedule for completion of the work.

Appleton Parks and Recreation – Appleton, Wisconsin. Project manager for design and management of the installation of light fixtures along the North Island recreation trail. The project required combining wood pole mounted serpentine head fixtures with decorative fixtures in a continuation of the trail lighting project from Olde Oneida Street to Lawe Street. The new fixtures were placed based on a photometric design that provides adequate security lighting to the trail users at night. Installing the poles after the trail was completed posed challenges including ensuring that no damage was made to the existing asphalt trail and vegetation and to the shallow river rock along the shoreline. The project provides a pleasant illuminated backdrop to the tree-lined shores of the Fox River, south of the University.

Riverview Country Club Food Service Cabana – Appleton, Wisconsin. Project architect/project manager for a new 3,000 sq. ft. food preparation and outdoor dining facility. The new cabana features two covered areas that are extensions of the existing pool deck. The structure acts as a terminus to the existing parking lot that helps to privatize the pool. The new facility also acts as a focal point and helps define the entry sequence to the site. The cabana was designed in a similar vernacular as the existing clubhouse and complements the well-landscaped grounds.

Design/Streetscape

Design Guidelines – Town of Suamico, Wisconsin. Project architect for multiple area development in the town including schematic design and development proposals for the central business district, the multi-modal trail system, residential neighborhoods and commercial zones. Information from the master plan and survey was used to develop a pattern language for future design and construction of four distinct areas of the community. Standards for the “Historic Hamlet” area included thematic references to the historic structures including rooflines with cupolas, gable-end ornamentation, finials, and weathervanes and color palettes applicable to turn-of-the-century buildings. Streetscape amenities also tied into the historical context and included period style light poles and fixtures, traffic signs and furniture. Design features were also identified to tie the four areas together and included entrance signage, sidewalk improvements, lighting fixtures and landscaping.

City of Appleton College Avenue Streetscape – Appleton, Wisconsin. Project architect for the reconstruction and enhancement of College Avenue in downtown Appleton. Streetscape enhancements included stamped and colored concrete, street and pedestrian lighting, trees and planters, kiosks and other amenities. This was an extremely high profile project affecting approximately 150 businesses.



STH 15 Corridor – Town of Greenville, Wisconsin. Project architect for a landscape master plan that includes a combination of planting beds, tree rows, raised planters and welcoming signage, along the newly widened stretch of the highway. The expanded travel lane widths and widened right-of-way will require the removal of some of the existing trees along the highway. The master plan includes the replacement of some of the vegetation lost during construction. Vest pocket planting areas and rows of trees, using native plant materials, will be used to integrate the existing landscaping with the newly designed areas

Airports

Outagamie County Regional Airport – Appleton, Wisconsin. Provided architectural design services for renovations to the Airport Rescue and Fire Fighting facility to comply with FAA standards. Responsibilities included architectural drafting support, interior finish selection, and site observation.

Outagamie County Regional Airport – Appleton, Wisconsin. Provided architectural drafting support services for design of a new 25,650-sq. ft. Snow Removal Equipment facility.

Air Traffic Control Tower at Wittman Regional Airport – Oshkosh, Wisconsin. Project manager through construction document phase for a new 125' eye height tower. The design will include a 6,000 square foot ground facility with offices, training and equipment rooms. The non-occupied shaft includes an elevator and stair tower. The expanded tower cab includes 8 controller positions within the 600 square foot floor area. The junction level below the cab will incorporate the air traffic control supervisor's office and mechanical equipment that serves the cab.

Wittman Regional Airport – Oshkosh, Wisconsin. Project manager for a facilities master plan for renovation of Wittman Regional Airport's terminal building in Oshkosh, Wisconsin. 8,000 sq. ft. of the building was renovated to provide leased office space. Also completed an airfield master plan and phased hangar development along the taxiway "H" on the airport's north end, and the construction of three aircraft hangars and the associated site design.

Gulfstream Aerospace – Appleton, Wisconsin. Project manager for design of a 2,500-sq. ft. pre-engineered wood and metal storage structure for Gulfstream Aerospace located at Outagamie County Regional Airport. The facility was designed to store additional aircraft parts and be accessible from the main shop area. The lean-to addition was positioned on the North wall of the facility. Topographic design was a great consideration since the new addition was constructed on the parking lot. Storm water drainage and run-off concerns were addressed by re-engineering the parking lot grades. The facility was insulated and a heating system was designed to maintain a constant temperature of 55 degrees during winter months.

Private Corporate Client – Appleton, Wisconsin. Project manager for a siting study and feasibility report for a private corporation for the development of a 25,000-sq. ft. aircraft hangar and office facility. OMNNI's



airport engineers developed a siting approach and ramp design. The architects provided programming and cost estimating for the hangar building.

Commercial/Corporate Office

Wichmann Funeral Home Renovation/Addition (1993-1994) –

Completed Architectural plans and specifications for a remodel and addition to the Wichmann Funeral Home in Appleton, WI. Contact: Dan Denson, Owner/Funeral Director (920) 739-1231.

SEH St. Cloud teams with Miller Architects in St. Cloud, MN on Funeral Home Design and Construction projects. Miller Architects Designs Funeral Homes and Crematoriums exclusively.

Commercial Horizons – Manitowoc, Wisconsin. Project manager for architectural, structural, and civil/site engineering for Harbor Towne Center, a 24,000-sq. ft. commercial strip mall located in Manitowoc, Wisconsin. The strip mall will provide lease space for up to 12 tenants and is part of an 86-acre development with major retail anchors. Design followed Planned Unit Development (PUD) requirements and includes brick and stone exterior, extensive aluminum storefront, and nautical design to complement the existing theme of the Harbor Towne development.

Step Industries – Neenah, Wisconsin. Project manager for facilities planning and interior design services for New Vision Services and Step Industries manufacturing business. Design included interior build-out of clean rooms, storage areas, an expanded break room, conference rooms and an office.

Pitney Bowes – Town of Neenah, Wisconsin. Project manager for architectural, and interior design services for Pitney Bowes' Customer Service Center. Design included development of a medical clinic for onsite OBGYN and medical assistance for 1,100 employees, the majority of which are women.

Thrivent Financial for Lutherans – Appleton, Wisconsin. Project manager for complete interior renovations to the 72,000-sq. ft. printing and distribution center. The recent merger with Lutheran Brotherhood forced the integration of printing and mailing services of both the Appleton, WI and Minneapolis, MN locations. 150 employees from the main office were relocated to the new facility. Because the facility housed mail services, including cash remittance, security was a critical component of the design and integrated security card access and closed circuit TV surveillance. Design of an expansion to the parking lot was also completed.

Thrivent Financial for Lutherans – Appleton, Wisconsin. Project manager for architectural, engineering and interior design services for the conversion of three existing conference rooms to videoconference rooms. The merger between AAL (Appleton) and Lutheran Brotherhood (Minneapolis), created the need for video conferencing in order to maintain and improve communication between the two offices. The new video



conferencing rooms provide state-of-the-art audio and video conferencing equipment, special acoustical wall treatments, and room darkening shades.

Griesbach Equipment – Town of Grand Chute, Wisconsin. Project manager for design of a new, \$1.5 million business park and 30,000 sq. ft. implement dealership in the Town of Grand Chute using 3-D technology. OMNNI was involved in master planning the 30-acre business park by designing the roads, utilities and storm water detention. OMNNI also provided the surveying, platting, zoning and easements assistance necessary to transform the agricultural land into a thriving business park. The new facility, completed April 1999, contains:

- Heated shop of 8,000 sq. ft. with interior wash bay, welding area, overhead crane rail, and vehicle hoists
- Office and sales area contains 10,000 sq. ft. including a 2,000 sq. ft. mezzanine for storage of parts and materials
- A 12,000 sq. ft. cold storage area wraps the office and shop function providing ease of access to shop and office staff
- Building materials were selected for maintenance ease and energy efficiency
- Natural light in sales area and offices with the use of large, low- E windows.
- Character-enhancement and protection for the metal building provided by a partial-height, split and smooth face block wall around its perimeter

Kimberly-Clark Corporation – Neenah, Wisconsin. As a full-time contract employee, provided architectural design and facilities planning services for the following projects:

Design of the interior office functions of a 7-story spec office building in downtown Neenah for the relocation of 235 people. Services included:

- Coordinated and designed build-out of special use facilities such as laboratories, clean rooms and testing labs, as well as, sophisticated software development work rooms.
- Specified materials and finishes.
- Interviewed user groups to determine specific needs.
- Researched and identified building code restrictions.
- Created CAD drawings for the construction of the interior build-out.
- Using existing furniture and equipment inventories, coordinated relocations with telephone/data, power and HVAC contractors.
- Developed move management documents and field directed the successful relocation of 235 people on seven floors.



Renovations to an office facility requiring the evacuation of 450 people into temporary office accommodations. Services included:

- Planned and coordinated with data, voice and electrical contractors for the crucial relocation of uninterruptible business units.
- Upon successful relocation of the 450 people into the temporary offices, the documentation of the return to the renovated facility began.
- Specified finishes and furniture
- Provided constant field observation and direction to coordinate building trades and installation crews
- Attended weekly construction meetings to monitor the construction schedule
- Field directed systems wall installation per preliminary space plan documents
- Simultaneously coordinated systems furniture installation and partition wall erection
- Implemented field changes as conflicts arose
- Changes in data and electrical locations required constant integration between user groups, contractors and installers
- Created move management documentation and scheduling of the business groups for the move back
- Provided field direction throughout the relocation process

Renovations to an office facility requiring the relocation of over 90 people. Services included:

- Conducted needs assessment interview with user groups to determine space and equipment needs.
- Developed a detailed space survey from information gathered from the user groups
- Using the detailed space survey, developed design and construction documents.
- Provided construction management and move management, as well as scheduling the sequencing of demolition, build-out and relocation of over 90 people.

Renovations to an office facility requiring the relocation of over 100 people. Responsible for design, scheduling, construction and move management services. Data and communications wiring was updated throughout the facility. Project was completed in an 8-week period.

Renovated 12,000 sq. ft. of warehouse space into office and computer service areas for Kimberly-Clark's Management Information Systems support staff.



Concept Designs, DePere, Wisconsin. Provided subconsultant services to Concept Designs. Services included facilities planning and interior design for Moore Response Marketing at their Green Bay and De Pere facilities. The project included master planning of 45,000 sq. ft. to allow for future growth and employee team realignment. Using the master plan, a complete floor plan and systems furniture rearrangement was completed. Project also included establishing corporate standards, space planning, scoping and phasing construction, as well as, providing estimating and ordering services.

Anchor Food Products – Appleton, Wisconsin. Renovations to an office facility to accommodate a 2,500 sq. ft. micro-biology lab housing scientists and lab technicians.

Midway Outreach Community, Menasha, Wisconsin. Project architect for design of a 30,000-sq. ft. facility to house non-profit organizations including St. Joseph’s Food Program and the Community Clothes Closet. Design included the following features:

- single level facility to accommodate the elderly and disabled.
- large loading dock to accommodate large deliveries of donated food
- ample storage space and conferencing areas
- large parking area
- design took into consideration future expansion to include additional buildings

Programmatic requirements for the new building were developed by working closely with the tenants. Responsibilities included production/supervision of construction documents. Project administration responsibilities included field observation of construction and materials testing, shop drawing review, pay request approval, DILHR submittals, as-built record drawings. Close coordination between engineering disciplines was required (electrical, structural, HVAC and plumbing).



Linda Stoll, AICP

1525 Rue Reynard
Menasha, WI 54952

920-725-7321
lstoll@new.rr.com

Summary of Accomplishments

- Analyzed land use management alternatives using computer modeling tools to identify least-cost solutions for solving environmental and land use issues.
- Assisted municipalities with ordinance development and regulations compliance
- Routinely mediated complex resource issues between people, agencies, municipalities
- Provided strategic planning, facilitation services for nonprofit organizations and state agencies.
- Successfully managed natural resource projects from conceptualization, strategic focus, grant writing/funding and staffing, implementation and project evaluation.
- Served as chair for many local and state level committees & non-profit organizations
- Managed events involving up to 100 volunteers and 1000 participants
- Served as director of four consecutive annual state professional association conferences including sourcing sponsors, designing programs, recruiting speakers, developing promotional materials and websites and general conference management.
- Managed agencies including budgeting, fundraising, grant writing, paid and volunteer staffs and frequent interactions with non-profit boards/committees.
- Regular featured guest on Fox Cities Viewpoint, a radio broadcast on WHBY and invited to appear on television shows focused on natural resource issues.
- Served as a university guest lecturer, citizen educator and as a presenter for professional conferences

Professional Experience

2005 – present **University of Wisconsin Stevens Point**, Stevens Point, WI

Outreach Specialist

Hold a position in the Center for Land Use Education with responsibility for project management as well as research and community outreach in the areas of land use planning, sustainability, community design, and economic development. Provide services in consensus building, facilitation, strategic planning, implementation, and evaluation.

Accomplishments:

- Led the project for the creation of an Implementation Toolbox for Comprehensive Planning. Material was placed on an inter-linked CD for easy reference.
- Created a series of fact sheets on planning tools.
- Directed an International Conference at the Wingspread Center in Racine focused on watershed planning and management. Assisted in the production of the conference proceedings.
- Served as a proposal reviewer for the State of Wisconsin Planning Grant Program.
- Assisted Waupaca County and the Town of Fremont with the creation of their Comprehensive Plans.
- Served as the meeting facilitator for the DNR review of NR 115, state shoreland regulations.
- Conducted a strategic planning process for the City of Marshfield.
- Served on the program planning committee for four state conferences held by the American Planning Association Wisconsin Chapter.
- Serve as the Continuing Education Coordinator for the American Planning Association Wisconsin Chapter.
- Direct a study on the impact of community design on economic development.
- Teach a masters level on-line class on land use planning.
- Provided education on the importance of protecting working agricultural and forested land.

2000-2004

Fox-Wolf Watershed Alliance, Appleton, WI

Executive Director

Provided leadership for this independent non-profit water quality organization

Accomplishments:

- Mediated local/regional water quality issues and facilitated resolutions
- Served as project director for five watershed management projects that resulted in the creation of implementation plans to reach water quality goals. Used IAP2 guidelines for all public participation.
- Developed a program to educate and assist municipal staff in the implementation of stormwater management requirements that included ordinance development, modification of subdivision regulations and identification of low impact design tools
- Participated on a regional task force addressing the implementation of the Remedial Action Plan for Green Bay. Responsibilities included the development of citizen outreach efforts for the transfer of new scientific information and economic analysis to area residents and practicing professionals
- Developed and lead numerous public awareness programs focused on water quality and environmental issues
- Organized a Summit for renewing strategies on improving water quality in the Fox-Wolf Basin. Brought together representatives from the US EPA, state and local governments, business, universities, and agencies. The results were a series of action strategies for implementation of the remedial action plan for the waters of Green Bay

1998-2000

Portage County Planning and Zoning Department, Stevens Point, WI

Project Planner

Accomplishments:

- Developed a countywide open-space/green-space preservation plan, collecting citizen input and making recommendations for preservation
- Developed a management plan to protect the natural quality of the Plover River. Collaborated with landowners, county staff and agency personnel and concerned citizens.
- Developed a countywide recreational trails plan that included management strategies for country-run state trails and integration of county trails into the state trail network
- Member of a team that wrote the county's first comprehensive land and water conservation plan. Personally facilitated citizen group input.

1999

Fox Cities Greenways, Inc., Menasha, WI

Project Facilitator

Accomplishments:

- Funded by a grant, created and implemented a plan for the conversion of a mile-long railroad trestle into a bike/pedestrian trail over the Fox River
- Negotiated the operations and maintenance of this trail between the DNR and the respective municipalities.

1997-1998

East Central Wisconsin Regional Planning Commission, Menasha, WI

Summer Intern

Accomplishments:

- Planned and lead a seventeen day, 240 mile canoe trip commemorating the voyage of Marquette-Joliet along the Fox River
- Served on a team collecting data and planning development of the Fox River and the Fox Locks System for recreational uses.
- Developed plans for a regional Fox Cities bicycle transportation network integrating existing routes. Authored the section on bicycle transportation for the Long Range Transportation and Land Use Plan.

1996-1999 **University of Wisconsin-Stevens Point**, Stevens Point, WI
Natural Resources Facilitator
Conducted priority setting, problem solving and long range planning meetings for public agencies, private organizations and non-profit environmental groups.

1983-1996 **Bubolz Nature Center**, Appleton, WI
Teacher/Naturalist
Developed and taught nature curriculums for Grades 1-12 and the general public

Education

University of Wisconsin – Stevens Point, Stevens Point, WI
Master of Science in Resource Management and Land Use Planning, 2000
Published Masters Thesis: The Design and Impact of Urban Recreation Trails

Carroll College, Waukesha, WI
Bachelor of Science in Environmental Science

Professional Affiliations

American Association of Certified Planners
Member

Wisconsin Chapter of the American Planning Association.
Serve as Northeast district representative on the board of directors.

International Association for Public Participation.
Serve as President of board of directors representing the six state Great Lakes chapter

Wisconsin Association of Mediators.
Member and volunteer mediator for Winnebago County Small Claims Court

Additional Education and Certifications

Certifications:

- Regional Collaboration, Lincoln Institute for Land Policy, Cambridge, MA
- Mediator Training, Winnebago Co. Conflict Resolution Center, Oshkosh, WI
- Non-Profit Management, University of Wisconsin-Green Bay, Green Bay, WI,
- Public Participation, International Association for Public Participation, Alexandria, VA
- Facilitation Techniques, University of Wisconsin-Madison, Madison, WI,
- Mediating Land Use Disputes, Lincoln Institute for Land Use Policy, Cambridge, MA
- Mediation Skills Training, Associated Mennonite Biblical Seminary, Lombard, IL

Technical Training:

- ESRI ArcView, GIS
- Microsoft Word, Excel, PowerPoint, Access, Publisher
- Watershed Analysis Software: SLAMM, SWAT, SNAP
- Office networking, e-mail, Internet connectivity and phone systems
- Virtual office requirements

Workshops and Seminars: University of Wisconsin-Madison

- Mediation Techniques for Managing Conflicts
- The Art of Conflict Transformation
- Negotiating Win-Win Outcomes
- Proposal Planning and Writing
- Successful Grant Seeking Techniques
- Nonprofit Law

Roger A. Kanitz
516 Riverway
Menasha, WI 54952

November 26, 2007

Dear Mayor Laux,

I am writing this letter to ask you to consider appointing me as a member of the Menasha Sustainability Board that you are now assembling.

My qualifications for this position are:

- 1) I am a seven year resident of the City of Menasha who has been working to improve community planning through-out the Fox Valley as a co-leader of the local ECOS-FV (Energy Coalition for a Sustainable Fox Valley) for the last year and a half. I wrote letters to you and the city council regarding the sustainability conference that was held on November 3rd in this role.
- 2) I have worked with Greg Kiel on implementing sustainability elements into the comprehensive community planning document currently being finalized by the City's Community Development Department.
- 3) As a home owner in the community, I understand the need to be congruent in both my actions and beliefs. As such, we have been working to establish sustainable elements into our own home here which include geo-thermal heating, improved home insulation for energy conservation, green energy block purchases, and native plants in the landscape.
- 4) As a mechanical engineer with Kimberly Clark, I have volunteered to lead the internal energy sub-committee looking at ways that its employees can become more sustainable in their personal lives.
- 5) And as you are aware, you appointed me the Menasha representative to the Valley Transit Board because of my interest in improving the accessibility of community transportation for our citizens.

I hope these points illustrate my long time interest in improving the sustainability of our community and my ability to work with people in the community to find and implement solutions.

Please consider my qualifications as you select the best advisory group possible to benefit the City of Menasha through this very important process.

With Sincere Regards,

Roger A. Kanitz
rkanitz@new.rr.com
(920) 722-6438

Becky Ellen Bauer

925 Melissa St.
Menasha, Wisconsin 54952
(920) 727-1444

EDUCATION:

Bachelor of Science Degree, December, 1988.

University of Wisconsin-Stevens Point
(College of Natural Resources)

Majors: Natural Resource Management
Spanish and German

Minors: Environmental Education/Interpretation
Biology

Cumulative grade point average 3.56 / 4.0

Wisconsin Teaching Licenses: 365,370, 615

SPECIAL COURSEWORK:

International Environmental Seminar in Poland and the Federal Republic of Germany. Six weeks of study examining resource management techniques and problems in eastern and western European nations, especially the effects of acid precipitation on forest resources. (1985)

Environmental Interpretation I and II. Two semesters of study focused on personal and non-personal interpretation techniques for use in parks, nature centers, and museums. Class projects provided experience in development of talks, guided walks, narrated and taped slide shows, brochures, trail signage, and self-guided trails.

WORK EXPERIENCE:

Teacher. Taught Environmental Education/Science, Spanish (Levels 1-4), German (Levels 1-3), and Spanish Language and Culture for EEN students at the High School. Taught sixth grade exploratory German at the Middle School Level. Menasha Joint School District. Jan., 1989 to present.

Instructor. Developed curriculum and taught Spanish for Professionals 1 & 2 and Spanish 1 & 2. Fox Valley Technical College. Sept. 2001 to 2005.

Environmental Education Coordinator. Served as District Coordinator for Environmental Education for Menasha Joint School District. Sept. 1995-2001.

Health Supervisor. Supervised health and safety of campers/staff and ensured implementation of state health codes and American Camping Association accreditation requirements in a resident camp for Fox River Area Girl Scout Council. June-Aug. 1991.

Resident Camp. Served as a unit leader (6 wks. 1989) and as a boating director (2 wks. 1990) for the Fox River Area Girl Scout Council.

Day Camp Director. Operated eight weeks of camp serving 425 girls and supervised paid and volunteer staff for Woodland Girl Scout Council. May-Aug., 1987 and 1988.

Day Camp Program Director. Directed camp program for girls grades 1-6 for Woodland Girl Scout Council. May-Aug., 1986.

VOLUNTEER EXPERIENCE:

Service Delivery Chairperson/Member of Board of Directors. Coordinated and supervised volunteers for chapter programs and services. Also supervised the rechartering process for the Neenah-Menasha Chapter of the American Red Cross. June, 1991 to 2003.

Instructor / Instructor Trainer. Certified to teach public classes and train instructors in CPR, First Aid, and CPR for the Professional Rescuer for the American Red Cross. Dec., 1985 to 2004.

Outpost Camp/Trip Director. Directed a four day beginning outpost camp and canoe trip experience for the Winnebago County 4-H. July, 1997 & 1998.

Outdoor Training Coordinator. Wrote outdoor curriculum, trained leaders and program aides, supervised and scheduled outdoor trainers and trainings for Fox River Area Girl Scout Council. Also served as a member of the Property Committee, helped to develop the council's long range camp plan, and cooperated with the Adult Education Task Force. June, 1989-1993.

Outdoor Trainer. National Volunteer Training Corps., Girl Scouts of the U.S.A. Aug., 1987-1990.

AWARDS:

Outstanding Volunteer of the Year, Neenah-Menasha Chapter of the American Red Cross, 1999.

Safety Services Volunteer of the Year, Portage County American Red Cross, 1988.

Outstanding Volunteer of the Year, Woodland Girl Scout Council, 1987.

Girl Scout Gold Award Recipient, Great Blue Heron Girl Scout Council, 1983. (highest earned award for girl members)

INTERESTS:

Photography, swimming, cross-country skiing, camping, backpacking, gardening, and needlework. Lifetime membership, Girl Scouts of the U.S.A.

January 17, 2008

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

Dear Mayor Joe Laux,

I would very much appreciate the opportunity to serve the City Of Menasha, in the role as a member of the Sustainability Committee, which is being formed, as the representative for SCA Tissue.

My work history of over 32 years in the Paper Industry, which included leadership roles and responsibilities in manufacturing (pulp and paper) and technical (environmental and resource utilization) and environmental interests has provided me with experiences and abilities that I would like to share with the Sustainability Committee for the City of Menasha.

In the past I have served on several other advisory committees; the Clinton County (New York) Chapter of the American Red Cross Board of Directors, Solid Waste and Recycling Committee of the City of Gary (Indiana), the Town of Menasha Fire Department and Community Needs Assessment Ad Hoc Committees, and most recently accepted an invitation to serve on the Sustainability Committee for the Town of Menasha. I am also involved with two other environmentally focused groups, one with my church and the other as a member of ECOS-FV. I also serve as a Commissioner of for the Park and Recreation Department in the Town of Menasha.

My goal is to being an active participant and fully engaged member of the City of Menasha Sustainability Committee and I greatly appreciate being considered for this role.

Enclosed is a record of my work history (roles & responsibilities) and educational information. Thank you for your time and consideration.

Sincerely,



Michael J. Dillon
Manager of Environmental and Risk Management
SCA Tissue North America
1451 McMahan Drive
Neenah, WI 54956
Home Phone: 720 9725
Work Phone: 720 4585
Cell Phone: 277 9748

Michael J. Dillon
1365 Fox Burrow Court
Neenah, WI 54956

Work Experience:

2003 to Present: SCA Tissue North America LLC, Neenah, WI

Position: Manager of Environmental and Risk Management for Tissue Division.

Environmental responsibilities include leadership and oversight in the areas of Regulatory compliance and capabilities, Waste Water Treatment Plant operational efficiencies and effectiveness, Staff development and Environmental management Systems development and implementation for the eight manufacturing facilities in five different regions in the United States. My focus has been to develop systems and standardize practices, which provide for the greatest degree of success in continuous compliance as a minimum objective and positions SCA Tissue as a leader in overall environmental performance. Our Corporate Strategy is to leave the lightest environmental “footprint” on the planet.

Risk Management responsibilities include the interaction with our insurance carriers in the auditing, engineering reviews and follow up actions that support our continuous improvement of risk minimization and maximization of our asset productivity. These duties are also spread across eight manufacturing facilities in five different States and our keys to success have centered in utilizing sound engineering practices and the development of our internal resources for this function in each facility.

Additional priorities and responsibilities are in the areas of ensuring the efficient and effective utilization of energy (natural gas & electricity), water and processing chemicals. Energy consumption management and reduction of waste is the main area of focus and the source of considerable improvement and efficiency gains. Our energy savings strategy relied on the development of a management & communications system, increased awareness & involvement by the consumers and identifying high priority & high return specific improvement projects for implementation.

In both areas of providing the leadership for Energy and Water Management improvements in Tissue Division, I also am a member of the SCA Global Energy and

Water “Networks” and participate in regularly scheduled meetings and teleconference calls in the U.S. and Europe.

1999 – 2003:

Georgia Pacific Tissue/SCA Tissue NA LLC

Position: General Manager Alsip, IL and Gary, IN Paper Mills

Responsibilities included for the providing operational leadership for both the Alsip Tissue Mill and the Gary Paper Mill.

The continuation of the Continuous Improvement Process, developed at the Gary Mill, yielded steadily improving results at the Alsip Mill. While Gary continued along its path of meeting business commitments, the Alsip Mill began the process of meeting higher standards in Safety (50% reduction in OSHA Recordable Incidents for both years) and Productivity (17% increase over two years).

Provided co-leadership (Company spokesperson) on Collective Bargaining Agreement negotiations with PACE Local 1085. Provided leadership with my senior staff to create the appropriate Agenda and new contract language that will enable the Alsip Mill to become more cost effective and result in increased flexibility and clarity of roles and responsibilities of all Alsip team members.

1994 - 1999:

Georgia-Pacific Corp., Gary, IN

Position: Resident Mill Manager

Responsible for providing direct Operational and Maintenance leadership. Developing Standards, preparing and managing Budgets (Capital and Departmental), setting and achieving goals (in Safety, Quality, Environmental, Human Development, Productivity and Cost), creating an environment of continuous improvement, while enabling and empowering individuals and teams. Provided the individual leadership, vision and clear communication of expectations, which enabled the Gary Team to achieve the following record performances:

- Safety: 688 days without an OSHA Recordable Incident. Two Recordable Incidents in the past 1350 days.
- Productivity: Averaged a 7+ % Real Productivity Improvement in each of the past five years and a 21% overall increase in production.
- Quality: 67% reduction in both Internal and External Rejects.
- Environmental: Zero Incidents, Risk Minimization/BMP Plan Initiated
- Financial: Averaging a 5% reduction in Manufactured Cost last five years.

Provided technical and operational leadership for the successful start up of our new Stock Prep System (\$2.4 MM Capital Project in 1994), which enabled us to utilize lower grades of wastepaper (OCC, etc.) while maintaining customer needs and specifications.

Actively participated on the Management Team, which successfully negotiated and implemented a new six-year labor contract with our Union. Responsible for providing strong individual leadership and direction, which led to the creation of the Gary Mill compensation and flexible/team based “Pay-For-Skills” system.

1993 - 1994

Plattsburgh, NY

Position: Operations Leader - Internal Services

Provided leadership and direction for the Internal Services Team, which comprises the following Departments:

Stock Preparation	Accounting	Purchasing
Human Resources	Safety	Engineering
Technical	Environmental	Information Resources
Utilities	Central Maintenance	

Provided the individual leadership, which enabled all these diverse groups to pull together and become a strongly customer driven and focused team.

1993 - 1992

Position: Organizational Transformation and Earnings Improvement Plan Leadership
Leadership role for the Plattsburgh organization transformation (the design and implementation processes) and the Plattsburgh earnings improvement plan.

1992 - 1990

Position: Technical Services Manager

Responsible for the creation and development of a strong central technical services team. Recruited and hired four Process Engineers, reorganized and reassigned existing members of the various technical groups to more effectively service operations customers.

Co-leadership role in the development of the Plattsburgh Deinking and Waste Treatment Project. Responsible for providing start up and learning curve leadership for #2 P.M. Rebuild.

1990 - 1986

Fort Howard Corporation, Muskogee, OK

Position: Technical Director

Provided for development of a technical team, which was responsible for providing services from the Analytical, Environmental, and Pulp Processing Labs; Process Engineering, Waste Treatment Plant and Environmental Affairs.

Directly involved in deinking process improvements (chemical and mechanical) and the evaluation of trial equipment and lower grades of wastepaper processing. Requested to provide process trouble shooting services for the Fort Sterling Operations in the U.K.

1986 -1983

Fort Howard Corporation, Green Bay, WI

Position: Paper Machine Process Engineering Manager

Responsible for all process laboratories and Process Engineering the Pulp Processing and Paper Mill. Led mill wide water conservation and reuse project, which achieved a 25%

decrease in Fresh Water consumption. Evaluated and installed improved chemical delivery systems in both Pulp Processing and Paper Machine areas.

1983 - 1977

Position: Laboratory Supervisor

Managed two process and laboratory technicians, nine wastepaper quality control inspectors, the paper machine quality control manager and three paper testers. Member of the team, which developed deinking operation plan and plant layout for the new mill planned for Rincon. This plan then became the model used to modernize the Green Bay facility. Evaluated and installed new pulping, screening, flotation and cleaning equipment in the Pulp Processing Department.

Developed new (lower) grades of wastepaper with Purchasing and Operations, beginning with designing laboratory testing equipment on through the evaluation of full scale (pulping evaluations) trials

1977

Position: Process Engineer

Entry Level position in the Technical Department. Worked primarily in on-machine water clarification and reuse and chemical delivery system optimization.

1977 - 1975

Flambeau Paper Company, Park Falls, WI

Position: Assistant Sulphite Superintendent

Assisted Sulphite Superintendent in daily production issues (scheduling, chemical inventorying and new wood yard operations). Assisted with start up of the new Dry Debarking System, new pulp washing system and bleach make down (lime slurry prep) system.

1975

Position: Environmental Laboratory Technician

Provided analysis of daily wastewater testing (BOD, TSS, pH, etc.) and inspection of lagoon (holding ponds) system. Assisted Technical Director on color and retention trials on the paper machines.

Education:

Graduated in 1975 - East Central State College - Ada, OK

B.S. Degree in Environmental Science

Dual minors - Biology and Geography



M E M O R A N D U M

To: Administrative Committee and Common Council

From: Greg Keil, Community Development Director

Date: January 16, 2008

RE: Sale of 226 Main Street and Relocation of the Menasha Health Department

Otter Creek Associates has made the attached offer to purchase the Menasha Health Department located at 226 Main Street. They are seeking to purchase the property to expand retail floor space and outdoor sales area to meet the needs of their customers.

City staff have been exploring the availability/suitability of office space within the city for possible relocation of the Health Department. Eleven sites were evaluated based on several criteria including acquisition/lease costs, renovation/remodeling costs, costs of fiber optic connections, accessibility and convenience to clients, and other short and long term costs.

We are presently working with the owners of 312/320 Racine Street to lease that portion of the premises (approximately 2,770 square feet) that is currently vacant (former office of Dr. Gadowski). This building offers the best fit for the Health Department for the near term future based on the above-mentioned criteria, provided that ongoing negotiations concerning the terms of the lease can be brought to a conclusion that meets with Common Council approval.

I believe the offer to purchase presented by Otter Creek is consistent with the recent sales history of other commercial properties in the Upper Main Street District (see attached Upper Main Street Property Transaction 2005-present). I urge the Common Council to support the sale of the Health Department building to enable the growth of a key retail establishment and promote the ongoing economic restructuring of this portion of our downtown.

**City of Menasha
Upper Main Street Property Transactions
2005 - Present**

Sale #	Address	Sale Date	Sale Price	Lot Size (Square Feet)	Building Size Above Grade	Land & Building \$ / Sq. Ft.	Building Above Grade \$ / Sq. Ft.
1	220 Main Street	11/05	\$135,000	3617	4036	\$37.32	\$33.28
2	222 Main Street	12/05	\$50,000	3618	485	\$13.82	\$103.09
3	165/167 Main Street	10/05	\$165,000	6890	10400	\$23.94	\$15.87
4	216 Main Street	8/07	\$120,000	2412	5800	\$49.75	\$20.89
5	186 Main Street	9/07	\$155,000	3376	4320	\$45.91	\$35.88
6	68 Racine Street	12/06	\$155,000	3062	5118	\$49.02	\$30.29
7	210 Main Street	11/06	\$70,000	2653	1210	\$26.39	\$57.86
8	212 Main Street	11/07	\$190,000	4823	7280	\$39.40	\$26.10
9	226 Main Street	n/a	\$175,000*	4823	2800	\$36.28	\$62.50

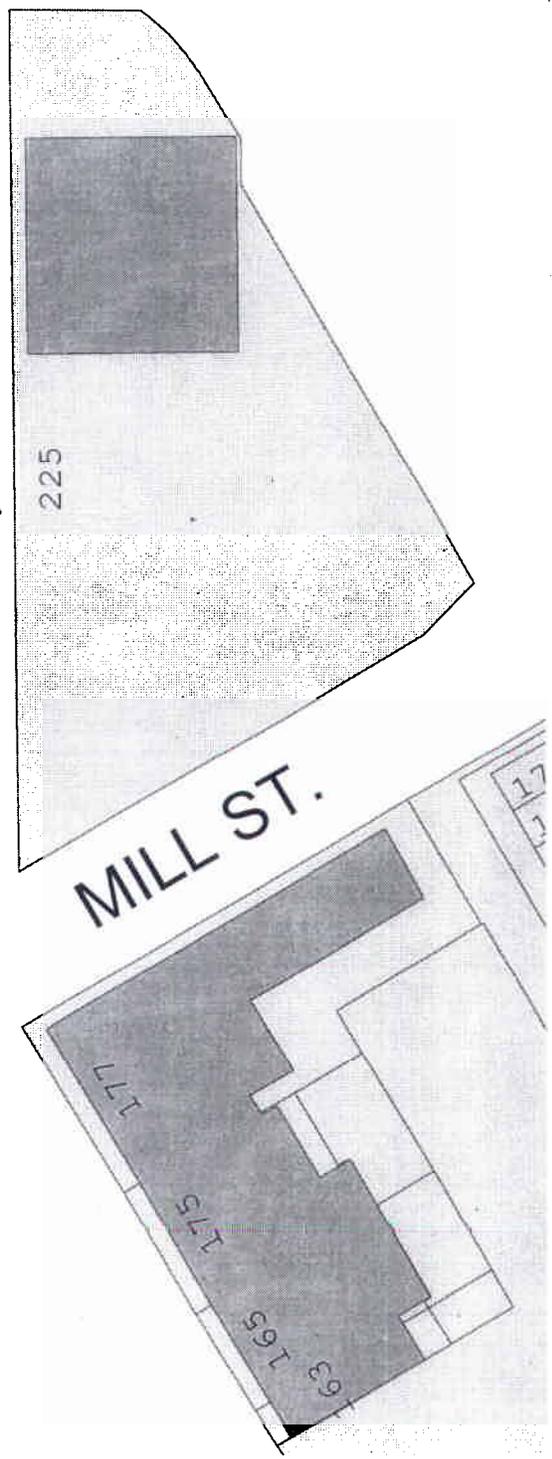
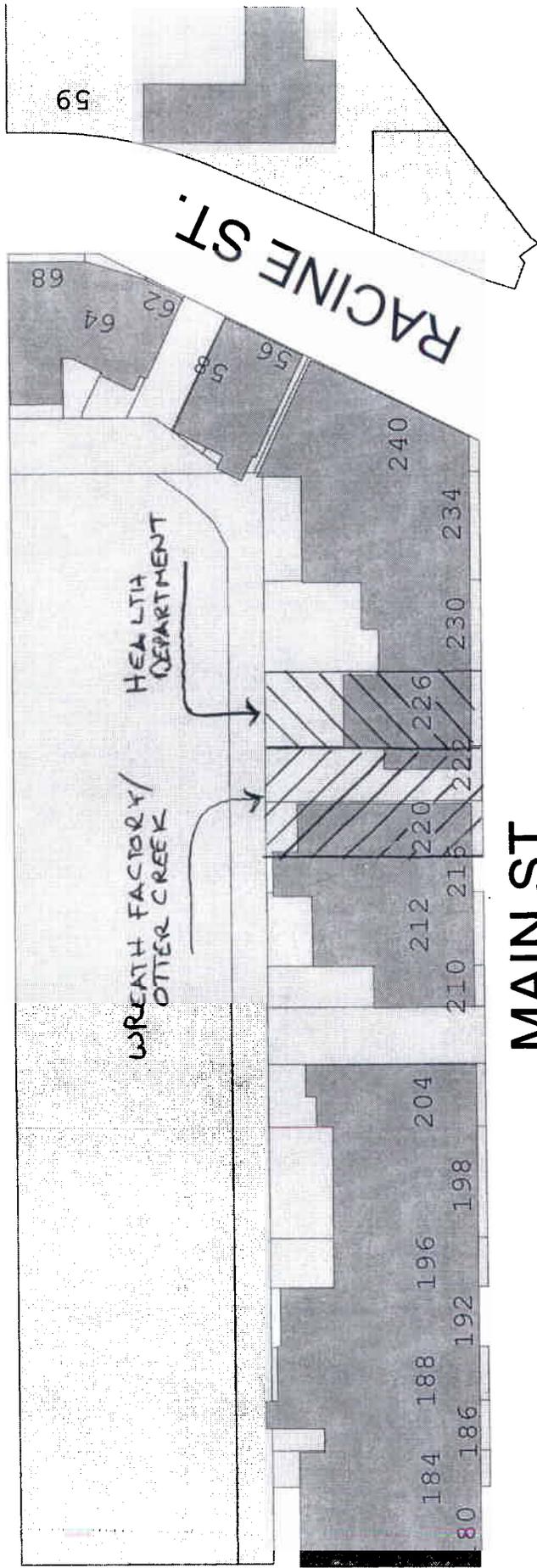
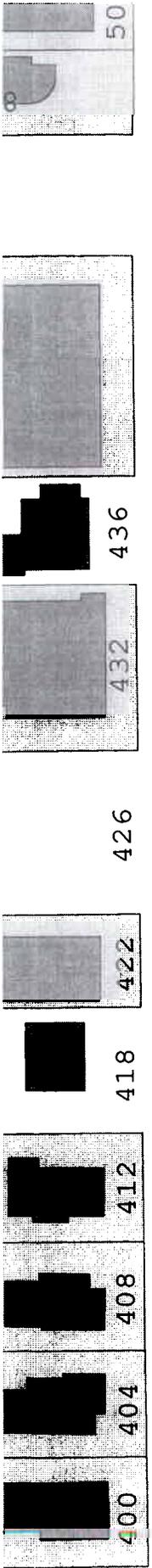
* sale price per offer

MILWAUKEE ST.

RACINE ST.

MAIN ST.

MILL ST.



Attw - John Gunderson

ORIGINAL OFFER

TMG Real Estate

Approved by the Wisconsin Department of Regulation and Licensing
4-1-00 (Optional Use Date)
9-1-00 (Mandatory Use Date)

WB-15 COMMERCIAL OFFER TO PURCHASE

Page 1 of 5, WB-15

No. 1137 P. 2

1 **BROKER DRAFTING THIS OFFER ON** 12/05/2007 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) **STRIKE TWO**

2 **GENERAL PROVISIONS** The Buyer, Otter Creek Associates - A Wisconsin Partnership

3 offers to purchase the Property known as [Street Address] 226 Main Street in the

4 of Manasha County of Winnabago, Wisconsin, (insert additional

5 description, if any, at lines 293 - 297 or attach as an addendum per line 288), on the following terms:

6 **PURCHASE PRICE:** One Hundred Seventy-Five Thousand

7 Dollars (\$ 175,000.00)

8 **EARNEST MONEY** of \$ 300.00 accompanies this Offer and earnest money of \$ 300.00

9 will be paid within 3 days of acceptance.

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

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

12 brances, all fixtures, as defined at lines 117 - 120 and as may be on the Property on the date of this Offer, unless excluded at lines 16 - 18, and

13 the following additional items: None

14

15 **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** CAUTION: Address rented fixtures or trade fixtures owned by tenants, if

16 applicable.

17 All personal property included in purchase price will be transferred by bill of sale or -

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

19 but identical copies of the Offer. CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term

20 deadlines running from acceptance provide adequate time for both binding acceptance and performance.

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

22 December 7, 2007. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

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

24 to a Party shall be effective only when accomplished by one of the methods specified at lines 25 - 34.

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

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

27 the Party's delivery address at lines 28 or 31.

28 Seller's recipient for delivery (optional): City of Manasha

29 Seller's delivery address: 140 Main Street Manasha, WI 54852

30 Buyer's recipient for delivery (optional): Otter Creek Associates

31 Buyer's delivery address: R6625 Highway 57 Plymouth, WI 53073

32 (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 28 or 30.

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

34 Buyer: (920) 893-5794 Seller: (920) 967-5272

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

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

37 are Current tenants to vacate premises at or before closing

38 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from State of Wisconsin Rental Weatherization Standards

39 (Wisconsin Administrative Code, Comm 87) If not exempt, (Buyer) (Seller) **STRIKE ONE** will be responsible for compliance, including all costs.

40 If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at closing.

41 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgage or

42 no later than February 15, 2008 unless another date or place is agreed to in writing

43 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-

44 up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental agricultural programs

45 and Any income, taxes or expenses shall accrue to Seller and be prorated through

46 the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known,

47 otherwise on the net general real estate taxes for the preceding year) (==

48 STRIKE AND COMPLETE AS APPLICABLE CAUTION: If Property has not been fully assessed for

49 tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real

50 estate taxes is not acceptable (for example, changing MRI rates), insert estimated annual tax or other basis for proration.

51 **PROPERTY CONDITION PROVISIONS**

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

53 knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report

54 dated 12/05/2007, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference

55 **COMPLETE DATE OR STRIKE AS APPLICABLE** and None Provided

56 **(INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT)**

x Date/time 5. 2007 4:00PM
JLL-UB-CWJ(LM) 10:21
NOW Contract Serv res LLC

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- 57 ■ A "condition affecting the Property or transaction" is defined as follows:
- 58 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the
- 59 present use of the Property;
- 60 (b) government agency or court order requiring repair, alteration or correction of any existing condition;
- 61 (c) completed or pending reassessment of the Property for property tax purposes;
- 62 (d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
- 63 (e) any lead division involving the Property, for which required state or local approvals were not obtained;
- 64 (f) construction or remodeling on the Property for which required state or local approvals were not obtained;
- 65 (g) any portion of the Property being in a 100 year floodplain, a wetland or shoreline zoning area under local, state or federal regulations;
- 66 (h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;
- 67 (i) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 68 (j) conditions constituting a significant health or safety hazard for occupants of the Property;
- 69 (k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline
- 70 and heating oil, which are currently or which were previously located on the Property. **NOTE: The Wisconsin Administrative Code contains**
- 71 **registration and operation rules for such underground storage tanks.**
- 72 (l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 73 (m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;
- 74 (n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the
- 75 nature and scope of the condition or occurrence.

76 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage

77 or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by

78 survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total

79 square footage figures will vary dependent upon the formula used. **CAUTION: Buyer should verify total square footage formula, Property,**

80 **building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.**

81 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspector reasonable access to the Property upon reasonable notice if the inspections are

82 reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection reports to Seller, and

83 to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections are

84 completed, unless otherwise agreed with Seller. An "inspection" is defined as an observation of the Property which does not include testing of the

85 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized.

86 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A

87 "test" is defined as the taking of samples of materials such as soil, water, air or building materials from the Property and the laboratory or other

88 analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum

89 per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to

90 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g.,

91 Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental

92 pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

93 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the

94 right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and

95 tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

96 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines 279 to

97 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a

98 search of title records showing private ownership of the Property for a period of 60 years prior to the visual inspection; (3) a review of historic and

99 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property;

100 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine

101 if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment includ-

102 ing the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking

103 Underground Storage Tanks, the DNR's most recent residential response site evaluation report (including the Inventory of Sites and Facilities Which

104 May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with

105 generally recognized industry standards (e.g. current American Society of Testing and Materials' "Standards for Environmental Site Assessments for

106 Commercial Real Estate"), and state and federal guidelines, as applicable. **CAUTION: Unless otherwise agreed an**

107 **"environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for**

108 **environmental pollution.**

109 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy

110 of Buyer in substantially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the

111 Property is damaged in an amount of not more than five per cent (5%) of the selling price, Seller shall be obligated to repair the Property and

112 restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writ-

113 ing of the damage and this Offer may be canceled at the option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer

114 shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of

115 Seller's deduction on such policy. However, if this sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be

116 held in trust for the sole purpose of restoring the Property.

117 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be

118 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items

119 specifically adapted to the Property, and items customarily treated as fixtures. A "Fixture" does not include trade fixtures owned by tenants of the

120 Property. See Lines 11 to 17.

121 ■ **OCCUPANCY:** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 -

122 297 or in an addendum per line 298. Occupancy shall be given subject to tenants rights, if any.

123 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid by Seller

124 no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement if area assessments, prop-**

125 **erty owner's association assessments or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for pub-**

126 **lic improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm**

127 **sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public**

128 **facilities, as defined in Wis Stat § 88.55(1)(c) & (f).**

e. s. 2007 4:00PM NOW Contacts Services LLC

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189 etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contingencies
190 for investigation of these issues may be added to this Offer. See lines 293 to 298.

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

194 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be
195 acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before clos-
196 ing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens
197 which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and excep-
198 tions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO
199 CLOSING. A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.**

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

205 **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all man-
206 ner and respect as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original sig-
207 nature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller.
208 Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may
209 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. The delivery/receipt provi-
210 sions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)). Buyer and Seller author-
211 ize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settle-
212 ment service providers for the transaction.

213 **DATES AND DEADLINES:** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the
214 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific num-
215 ber of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President
216 such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours"
217 from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day.
218 Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

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

221 If Buyer defaults, Seller may:

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

225 If Seller defaults, Buyer may:

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

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

229 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts.
230 If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing
231 to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. **NOTE: IF
232 ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT
233 CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW
234 FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT
235 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

236 **EARNEST MONEY**

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

241 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's
242 depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed
243 according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement
244 agreement signed by all Parties to this Offer (Note Wis. Adm. Code § RL 18.08(1)(b) provides that an offer to purchase is not a written disbursement
245 agreement pursuant to which the broker may disburse) if the disbursement agreement has not been delivered to broker within 60 days after the date
246 set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer
247 or Seller; (2) 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 other
248 disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and
249 broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

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

NOW Contractor Services LLC

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

- 58 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the
59 present use of the Property;
- 60 (b) government agency or court order requiring repair, alteration or correction of any existing condition;
- 61 (c) completed or pending reassessment of the Property for property tax purposes;
- 62 (d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
- 63 (e) any land division involving the Property, for which required state or local approvals were not obtained;
- 64 (f) construction or remodeling on the Property for which required state or local approvals were not obtained;
- 65 (g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;
- 66 (h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;
- 67 (i) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 68 (j) conditions constituting a significant health or safety hazard for occupants of the Property;
- 69 (k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline
70 and heating oil, which are currently or which were previously located on the Property; **NOTE: The Wisconsin Administrative Code contains**
71 **registration and operation rules for such underground storage tanks.**
- 72 (l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 73 (m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;
- 74 (n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the
75 nature and scope of the condition or occurrence.

76 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage
77 or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by
78 survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total
79 square footage figures will vary dependent upon the formula used. **CAUTION: Buyer should verify total square footage formula, Property,**
80 **building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.**

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

86 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A
87 "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other
88 analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum
89 per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
90 go determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g.,
91 Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental
92 pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

93 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the
94 right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
95 tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

96 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines 279 to
97 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
98 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
99 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property;
100 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine
101 if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment includ-
102 ing the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking
103 Underground Storage Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which
104 May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with
105 generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental Site Assessments for
106 Commercial Real Estate"), and state and federal guidelines, as applicable. **CAUTION: Unless otherwise agreed an**
107 **"environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for**
108 **environmental pollution.**

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

117 **FIXTURES** A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be
118 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
119 specifically adapted to the Property, and items customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the
120 Property. See Lines 11 to 17.

121 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 -
122 297 or in an addendum per line 298. Occupancy shall be given subject to tenant's rights, if any.

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

130 OPTIONAL FINANCING CONTINGENCY: THE CONTINGENCY AT LINES 132 THROUGH 160 IS A PART OF THIS OFFER IF MARKED, SUCH
131 AS WITH AN "X," AT LINE 132. IT IS NOT PART OF THIS OFFER IF IT IS MARKED N/A OR LEFT BLANK.

132 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain: CHECK APPLICABLE FINANCING BELOW

133 land contract financing from Seller at closing as further described at lines 136 to 153 and 161 to 168.

134 a INSERT LOAN PROGRAM (fixed) (adjustable) STRIKE ONE rate first mort-
135 gage loan commitment as further described at lines 136 to 149 and 154 to 178, within _____ days of acceptance of this Offer.

136 The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized
137 over not less than _____ years. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be
138 adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to main-
139 tain the term and amortization stated above.

140 IF FINANCING IS FIXED RATE the annual rate of interest shall not exceed _____ % and monthly payments of principal and interest shall
141 not exceed \$ _____.

142 IF FINANCING IS ADJUSTABLE RATE the initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for
143 _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the
144 mortgage term shall not exceed _____ %. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
145 payments of principal and interest may be adjusted to reflect interest changes.

146 MONTHLY PAYMENTS MAY ALSO INCLUDE 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
147 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee in an amount not
148 to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
149 costs.) Note: Unless otherwise agreed, Buyer's delivery of any document labeled a loan commitment will satisfy this contingency.

150 IF FINANCING IS BY LAND CONTRACT \$ 17,500.00 shall be paid at closing (in addition to earnest money), interest rate following payment
151 default shall be 6.00 %, the default period shall be 60 days for payments and 60 days for performance of any other
152 obligations. Interest shall be calculated on a prepaid basis. Any amount may be prepaid on principal without penalty at any time. Buyer under-
153 stands that if the term of the land contract is shorter than the amortization period a balloon payment will be due at the end of the term.

154 LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide
155 evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable
156 to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 135.
157 Buyer's delivery of a copy of any written loan commitment (even if subject to conditions) shall satisfy the Buyer's financing contingency
158 unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER
159 SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A
160 NOTICE OF UNACCEPTABILITY.

161 LAND CONTRACT: If this Offer provides for a land contract both Parties agree to execute a State Bar of Wisconsin Form 11 Land Contract, the
162 terms of which are incorporated into this Offer by reference. Prior to execution of the land contract Seller shall provide the same evidence of mer-
163 chantable title as required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the pro-
164 posed balance of the land contract, that the payments on the land contract are sufficient to meet all of the obligations of Seller on the underlying
165 indebtedness, and that all creditors whose consent is required have consented to the land contract sale. Seller may terminate this Offer if creditor
166 approval cannot be obtained. Seller may terminate this Offer if Buyer does not provide a written credit report which indicates that Buyer is credit
167 worthy based upon reasonable underwriting standards within 15 days of acceptance. Buyer shall pay all costs of obtaining creditor approval and
168 the credit report. Seller shall be responsible for preparation and the expense of preparation of all closing documentation, including the land contract.

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

175 SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of the loan commitment, Seller may terminate this Offer provided that
176 Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.
177 NOTE: IF PURCHASE IS CONDITIONED ON BUYER OBTAINING FINANCING FOR OPERATIONS OR DEVELOPMENT CONSIDER ADDING
178 A CONTINGENCY FOR THAT PURPOSE.

179 TITLE EVIDENCE

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

184 _____ (provided none of the
185 foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to com-
186 plete and execute the documents necessary to record the conveyance. WARNING: If Buyer contemplates improving or developing Property,
187 or a change in use, Buyer may need to address municipal and zoning ordinances, recorded building and use restrictions, covenants
188 and easements which may prohibit some improvements or uses. The need for building permits, zoning variances, environmental audits,

189 *etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contingencies*
 190 *for investigation of these issues may be added to this offer. See lines 293 to 298.*

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

194 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be
 195 acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before clos-
 196 ing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens
 197 which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and excep-
 198 tions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO**
 199 **CLOSING, A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.**

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

205 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all man-
 206 ner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original sig-
 207 nature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller.
 208 Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may
 209 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery/receipt provi-**
 210 **sions in this Offer maybe modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)).** Buyer and Seller author-
 211 ize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settle-
 212 ment service providers for the transaction.

213 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the
 214 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific num-
 215 ber of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President
 216 such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours"
 217 from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day.
 218 **Deadlines** expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

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

221 If **Buyer defaults**, Seller may:

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

225 If **Seller defaults**, Buyer may:

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

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

229 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts.
 230 If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing
 231 to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. **NOTE: IF**
 232 **ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT BOTH PARTIES SHOULD READ THIS DOCUMENT**
 233 **CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW**
 234 **FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
 235 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

236 **EARNEST MONEY**

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

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

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

261 **TIME IS OF THE ESSENCE** "TIME IS OF THE ESSENCE" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;
262 (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:
263 If "Time is of the Essence"

264 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply
265 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

266 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
267 **14** days of acceptance: **CHECK THOSE THAT APPLY**

- 268 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 269 A complete inventory of all furniture, fixtures and equipment included in this transaction which is consistent with
270 representations made prior to and in this Offer.
- 271 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
272 to be free and clear of all liens, other than liens to be released prior to or at closing.
- 273 Other _____

274
275 This contingency shall be deemed satisfied unless Buyer, within **7** days of the earlier of receipt of the final record to be delivered or the dead-
276 line for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall iden-
277 tify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s).

278 **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Offer is contingent upon: **CHECK THOSE THAT APPLY**

279 A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment of the Property (see
280 lines 96 to 108), at (Buyer's) (Seller's) expense **STRIKE ONE**, which discloses no defects. A defect is defined as a material violation of
281 environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an
282 underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the
283 Property due to future migration from other properties.

284 A qualified independent inspector of Buyer's choice conducting an inspection of the Property and _____
285 _____, at (Buyer's) (Seller's) expense **STRIKE ONE**, which discloses no defects.
286 A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that
287 would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would
288 significantly shorten or have a significantly adverse effect on the expected normal life of the Property.

289 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the environmental site
290 assessment/ inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment /inspection report(s) to
291 which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before
292 signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Property is listed, promptly upon delivery to Seller.

293 **ADDITIONAL PROVISIONS/CONTINGENCIES** See pro forma land contract attached hereto and incorporated herein.
294 **This Offer is contingent upon approval by the Menasha Plan Commission and the City of Menasha Common Council.**

295
296
297

298 **ADDENDA:** The attached _____ is/are made part of this Offer.

299 **THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING**
300 **THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT**
301 **BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.**

302 This Offer was drafted on 1/8/08 [date] by [Licensee and firm] Olsen, Kloet, Gunderson & Conway/Attorney John Gunderson

303 (X) Michael Q. Beech Social Security No. or FEIN (optional) 1/10/08
304 Buyer's Signature ▲ Print Name Here: Otter Creek Associates, Partner Date ▲

305 (X) John C. Beech Social Security No. or FEIN (optional) 1/10/08
306 Buyer's Signature ▲ Print Name Here: Otter Creek Associates, Partner Date ▲

307 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 236 - 259)
308 _____ Broker (By)

309 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
310 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
311 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

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

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

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

317 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
318 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

State Bar of Wisconsin Form 11-2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

CONTRACT, by and between City of Menasha, a Wisconsin municipal corporation,
("Vendor," whether one or more), and Otter Creek Associates, a Wisconsin partnership,
("Purchaser," whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), in Winnebago County, State of Wisconsin:
(add legal description for 226 Main Street, City of Menasha, Winnebago County, Wisconsin)

Recording Area

Name and Return Address

Olsen, Kloet, Gunderson & Conway
Attorney John N. Gunderson
602 North 6th Street
Sheboygan, WI 53081

Parcel Identification Number (PIN)

This is not homestead property.
(~~is~~) (is not)

This is a purchase money mortgage.
(is) (~~is not~~)

Purchaser agrees to purchase the Property and to pay to Vendor at 140 Main Street, Menasha, WI 54952

the sum of \$ 175,000.00 in the following manner:

- (a) \$ 17,500.00 at the execution of this Contract; and
- (b) the balance of \$ 157,500.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 6.00 % per annum until paid in full as follows:
payable over a term of three years with monthly payments of \$3,000.00 per month, principal and interest, with the first payment due one month from the date of closing and each month thereafter

provided the entire outstanding balance shall be paid in full on or before the day of , 2011 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after closing.
- C. There may be no prepayment of principal without written permission of Vendor.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].**

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____

- C. No title evidence was provided prior to execution of this Contract.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser agrees to pay the cost of future title evidence.
- B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on day of closing.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of _____ days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of _____ days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorneys fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 6.25 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

Dated _____

VENDOR:
City of Menasha by:

PURCHASER:
Otter Creek Associates by:

(SEAL) _____
* Mayor

(SEAL) Michael Beeck _____
(SEAL) * Michael Beeck

(SEAL) _____
* City Clerk

(SEAL) Jeffrey C. Buser _____
(SEAL) * Jeffrey C. Buser

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

authenticated on _____

STATE OF WISCONSIN _____)
_____) ss.
_____ COUNTY)

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____,
the above-named _____
_____ to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
Olsen, Kloet, Gunderson & Conway
Attorney John N. Gunderson

* _____
Notary Public, State of WISCONSIN
My commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 1/8/08 and signed by Buyer, _____,
2 for purchase of real estate at _____ is
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]

- 6 1. Purchase price to be \$215,000.00
- 7
- 8 2. Seller is allowed to remove all items of personal property
- 9 3. Seller is allowed to remove the following fixtures
 - 10 a. generator adjacent to the NW corner of the property
 - 11 b. awning attached to South side of building
 - 12 c. pamphlet rack in library
 - 13 d. emergency circuit panel in basement
 - 14 e. any plumbing fixtures other than restrooms
 - 15 f. clinic room wall cabinet
 - 16 g. any other items agreed to by the parties in the future
- 17 4. Financing contingent shall be changed and this shall be a cash sale (no land contract)
- 18
- 19 5. Counter-offer to expire at noon CST on 1/15/08
- 20 6. In addition to the items of Paragraph #3, all items on attachment Appendix A
- 21
- 22
- 23
- 24
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- 30
- 31

32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before _____ (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and**
37 **delivery as provided at lines 33 to 36.**

38 This Counter-Offer was drafted by _____ on _____

39 _____ Licensee and Firm ▲ Date ▲

40 [Signature] 1/11/08

41 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲

42 _____

43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

44 This Counter-Offer was presented by _____ on _____

45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____
47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.
48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly
50 specified. **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.**
51 **ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER**

APPENDIX # A

Cables and wires from punch down block
Phone system
Router
Generator and accompanying emergency circuit
Awning
All soap dispensers
All paper towel holders
All plastic mail holders outside offices
All bulletin boards
AED and cabinet and signage
Cabinet in clinic room
Both pamphlet racks in the library room
Both shelving units in the reception area
Faucets in all three restrooms
Upper cabinets in the clinic hallway areas and kitchen

01-14-08 16:22 FROM: OLSEN, KLOET, GUNDERSON

920-450-2725

T-620 P 02/02 F-870

Approved by the Wisconsin Department of Regulation and Licensing
7-1-00 (Optional Use Date) 1-1-00 (Mandatory Use Date)

INFO PRO (800)855-2021 www.infoproforma.com

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by Buyer/Broker ~~STRIKE ONE~~

- 1 The Offer to Purchase dated January 8, 2008 and signed by Buyer,
- 2 for purchase of real estate at 226 Main Street, Menasha, WI 54952
- 3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
- 4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
- 6 counter-offer unless incorporated by reference.]
- 6 1. Purchase price to be One Hundred Seventy-Five Thousand Dollars (\$175,000.00).
- 7
- 8 2. Purchase is subject to Buyer obtaining financing for the purchase price at an interest rate of not more than
- 9 7% per annum amortized over fifteen years on a five year Note.
- 10
- 11 3. The awning located outside the building and the faucets in the three restrooms shall remain on the
- 12 premises.
- 13
- 14 4. All other terms of Seller's Counter-Offer dated January 11, 2008 are acceptable to Buyer and incorporated
- 15 herein by reference, unless countered above.

32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION

33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making

34 the Counter-Offer on or before January 18, 2008 (Time is of the Essence).

35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided

36 in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and

37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by Olsen, Kloet, Gunderson & Conway on January 14, 2008

39 Otter Creek Associates, by: Licensee and Firm Date

40 [Signature] 1/14/08 Signature of Party Making Counter-Offer Date

41 [Signature] 1/14/08 Signature of Party Accepting Counter-Offer Date

42 [Signature] 1/14/08 Signature of Party Accepting Counter-Offer Date

43 [Signature] 1/14/08 Signature of Party Accepting Counter-Offer Date

44 This Counter-Offer was prepared by XX

45 Licensee and Firm Date

46 This Counter-Offer is (rejected) (countered) ~~STRIKE ONE~~ (Party's Initials) _____ (Party's Initials) _____

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference. Provisions

48 incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the lines concerning the

49 provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly specified. NOTE: Number this

50 Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc. ATTACH THIS COUNTER-OFFER TO

51 THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER

WB-44 COUNTER-OFFER

Counter-Offer No. 3 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated JANUARY 8, 2008 and signed by Buyer, _____ is
2 for purchase of real estate at 276 MAIN STREET, MENASHA, WI 54952
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]

6 1. PURCHASE PRICE TO BE ONE HUNDRED EIGHTY-FIVE THOUSAND
7 DOLLARS (\$185,000.00)
8
9 2. ALL OTHER TERMS OF BUYERS COUNTER OFFER DATED
10 JANUARY 14, 2008 ARE ACCEPTABLE TO SELLER
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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before _____ (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and
37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by GREGORY M. KEIL on JANUARY 5, 2008
39 _____ Date ▲

40 Greg M. Keil Licensee and Firm ▲
41 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲

42 _____
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

44 This Counter-Offer was presented by _____ on _____
45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (~~rejected~~) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.
48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly
50 specified. NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.
51 ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER

Approved by the Wisconsin Department of Regulation and Licensing
7-1-00 (Optional Use Date) 1-1-00 (Mandatory Use Date)

INFO-PRO (800)666-2021 www.infoforms.com

WB-44 COUNTER-OFFER

Counter-Offer No. 4 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated January 8, 2008 and signed by Buyer,
2 for purchase of real estate at 226 Main Street, Menasha, WI 54952
3 rejected and the following Counter Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION. This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]

6 1. Purchase price to be One Hundred Seventy-Five Thousand Dollars (\$175,000.00).

7
8 2. All other terms and conditions through Seller's Counter-Offer dated January 15, 2008 are acceptable to
9 Buyer and incorporated herein by reference.

32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before January 18, 2008 (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. NOTE. The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and
37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by Olsen, Kloet, Gunderson & Conway/Attorney John N. Gunderson on January 16, 2008
39 Otter Creek Associates, By: License and Firm Date

40 [Signature] Date 1/16/08 Signature of Party Making Counter-Offer Date

42 _____ Date _____ Signature of Party Accepting Counter-Offer Date
43 Signature of Party Accepting Counter-Offer Date _____

44 This Counter Offer was presented by Buyer on January 16, 2008
45 License and Firm Date

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) (Party's Initials)

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference. Provisions
48 incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the lines containing the
49 provision. In transactions involving more than one Counter-Offer the Counter Offer referred to should be clearly specified. NOTE: Number this
50 Counter-Offer sequentially, e.g. Counter Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc. ATTACH THIS COUNTER-OFFER TO
51 THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER



MEMORANDUM

TO: Mayor Laux, Council President Michalkiewicz and the members of the City of Menasha Common Council

FROM: City Comptroller/Treasurer Stoffel *tes*

DATE: 01/03/2008

SUBJECT: Purchase of Video Recording Equipment

At the last Information Technology Steering Committee meeting on December 19, 2007, the most recent quote for video recording equipment from Camera Corner was discussed. The quote (copy attached) was based on a December 5th site visit to City Hall. The quote is for \$16,345 for the base setup and an additional \$3,079 for optional equipment. The amount included in the 2008 Common Council budget is \$15,000 for the equipment and \$5,000 for recording costs. It has been determined that it would cost \$25 per hour for recording of meetings and \$25 per hour for editing when the City has its own equipment. Currently the City pays \$150 per hour for recording and equipment rental and \$25 per hour for editing.

The IT Steering Committee also discussed where the video monitor control panel could be permanently installed at City Hall. Currently the control panel is on wheels and rolled in and out as needed.

Because the quote has exceeded the budgeted amount, and because it is City policy, IT Manager Lacey is going to be soliciting a second quote for the equipment. If it comes in below the budgeted figure, that equipment will be installed. Exactly where the permanent control panel will be installed is still in the discussion phase.

The action taken at the Information Technology Steering Committee meeting of 12/19/2007 is as follows: Motion by ITMgr Lacey, seconded by PWD Radtke, to recognize that the \$16,345 price is a realistic quote for our facility, the optional equipment will not be purchased at this time but may be in the future and that there is a need for additional funds to purchase this equipment. Motion carried. The minutes of this meeting have not been approved by the Information Technology Steering Committee.

City Centre
529 North Monroe
(920) 435-5353



P.O. Box 248
Green Bay, WI 54305-0248
Fax (920) 435-3619

Dec 5, 2007

Mr Jeff Brandt jbrandt@ci.menasha.wi.us
Mr Jeff Lacey 920 967-3637 jlacey@ci.menasha.wi.us
City of Menasha
140 Main Street
Menasha, WI

Jeff:

Thank you for your continued interest in a video production system for the council chambers. Based on our meeting I am please to submit the following revised proposal:

3	Sony 70 (Vaddio) 999-2704-000 Wall view ptz camera Wall or ceiling mount	1390.00	4170.00
1	Vaddio 999-5200-000 6 input production controller/switcher		4990.00
1	Vaddio 999-5500-004 quad 4" monitors		990.00
1	Vaddio 999-5500-002 dual 6.4" monitors		1490.00
1	JVC SR-MV45US DVD/S-VHS recorder. Allows you to record a DVD or VHS tape or both at the same time		490.00
1	Extron 60-476-01 VCS-500 scan converter, allows a computer feed to be part of the video production		970.00
1	Custom cable feed for scan converter		150.00
1	Middle Atlantic RK-14 table top equipment rack		150.00
1	Middle Atlantic RC-3 shelf		55.00
2	ETA PD-8 rack mount power strip	70.00	140.00
1	Misc. cables for installation including audio interface to Senheiser Mic System		350.00
1	Installation labor		2400.00
	Total		16,345.00

Optional Item

1	Winsted Video production Console, demo unit Normal price \$1400.00		750.00
1	Labor to transfer audio system into console rack Estimate 5 hours		350.00

City Centre
529 North Monroe
(920) 435-5353



P.O. Box 248
Green Bay, WI 54305-0248
Fax (920) 435-3619

Optional ceiling mounted LCD projector

1	Panasonic PTF100U XGA 3200 ANSI lumens With auto changing filter and dust free housing		1590.00
1	Peerless PRS-298 ceiling mount		149.00
1	Peerless CMJ455 tile support plate		75.00
1	Kramer VP300N 1 x 3 XGA DA		145.00
1	Custom set of install cables, XGA and Video routed to the projector		300.00
1	Custom input plate for XGA and Video at desk location to be determined		120.00
1	Installation labor for projector system		700.00
	Total		3079.00

Items to be provided by City of Menasha:

1. Suitable desk or table in the back room on which to place the equipment.
 - a. OR select the Winsted console quoted above
2. Any 110v AC power as required for AV systems
 - a. Power at the back room location for the video production desk. This appears to exist now
 - b. Power at ceiling projector location if that option is selected. A whip drop from the ceiling to a duplex outlet in the CMJ-455 will be required.

Thank you for this opportunity to be of service. Please call me with any questions at 920 438 0312.

Cordially,

EARL K NEVILLE
President

SUESS ELECTRONICS

2520 W. Wisconsin Ave
Appleton, WI 54914
Phone: 920-733-6464
Fax: 920-733-1610

Customer	City of Menasha	Phone:	920-967-3637
Contact	Jeff R. Lacey	Fax:	920-967-5271
Address	140 Main ST		
City	Menasha, WI 54952-3190	jlacey@ci.menasha.wi.us	

This is a preliminary proposal only. I would like to review this to make sure that this is exactly what is desired for the installation.

CAMERA AND CONTROL SYSTEM COMPONENTS

- 1 DataVideo 4 channel AV mixer for camera and audio
- 2 Sony Evid70 cameras for the front shots of the room
- 1 Sony Evid70 camera/desktop controller kit
- 1 Video type interconnection cable
- 1 Kramer Electronics scan converter for the computer output
- 1 Kramer Electronics VGA distribution amplifier for the output of the computer
- 2 Sharp 20" preview/display monitors
- 1 Chief dual arm mount for preview/display monitors
- 1 Channel Vision quad processor with built in 80 G hard drive hard drive
- 2 AKG boundary type microphones mounted into ceiling tiles
- 1 Shure 4 channel microphone system
- 1 microphone level cable to ceiling mounted microphones
- 1 Panamax rackmounted surge protection unit for AV equipment in the rack
- 1 Panamax surge protection unit for equipment outside of the rack
- 1 Installation of camera and monitor system
- 1 Middle Atlantic rack to house all existing audio equipment and new video equipment. This rack shall contain 27 usable rack spaces
- 1 Sony DVD recording unit with rackshelf
- 1 Interconnection cables and connectors to complete the installaton

System Total: \$ 17,593.99

PLASMA MONITOR SYSTEM COMPONENTS

- 1 LG 60" Plasma display unit
- 1 Chief ceiling mount for this Plasma
- 1 Kramer amplified wall plate for computer interconnection
- 1 Installation of 60" Plasma display unit

System Total: \$ 5,094.99

Overall System Total: \$ 22,688.98

Payment Terms for Custom Installed Audio / Video Systems:

- * 1/2 down upon acceptance of proposal.
- * Balance due upon completion of system.
- * System Totals do not include tax

X

I, hereby accept this proposal and authorize Suess Electronics to wire and install the above system.

Parochial School Fees

	<u>Current (2007-08)</u>	<u>Proposed (2008-09)</u>
Vision/Hearing Screenings (Initial Screening)	\$9.25/hr	\$9.25/hr
Public Health Nurse (Education, screening follow-up, consultation)	\$37/hr	\$37/hr
Public Health Aide (Immunization Records)	\$26/hr	\$26/hr
Dental Hygienist (Screening, education)	\$31/hr	\$32/hr
Registered Sanitarian (NEW) (Food Service Inspections)	-	\$37/hr

The Board of Health recommends to the common council for approval the proposed parochial school fees for school year 2008-09.



M E M O R A N D U M

To: Mayor and Common Council

From: Brian Tungate, Director of Parks and Recreation

Date: January 15, 2008

RE: Parks and Recreation Board Recommendations

Fee Reciprocity with City of Neenah, City of Appleton and Town of Menasha

The Board supports maintaining reciprocity with these communities. The revenue difference you see with Appleton is mainly due to seasonal boat launch passes for which there is a significant \$20 difference between residents and non-residents. There is talk of a multi-year reciprocity agreements starting in 2009.

2008 Fees and Charges

Minor changes only, most notably Park User fees. The Board has done a good job recommending fees be kept up to date. Pool fees were looked at closely, however, no changes were recommended based primarily on neighboring community rates.

Park Eviction Program

The Board has recommended the changes outlined previously by CPP Jorgenson to the program and are asking the Common Council to take official action on these changes.

**AGREEMENT FOR RECIPROCITY BETWEEN
APPLETON AND MENASHA
FOR PARKS AND RECREATION SERVICES
YEAR 2008**

The City of Appleton, Wisconsin, and the City of Menasha, Wisconsin, hereby agree to grant residency status to the citizens of the opposite community for the sole purpose and privilege of participating in each city's park and recreation services.

- 1) The scope of this agreement is limited to the granting of the privileges of residency.
- 2) Each city retains complete control of the policies, operation, administration, and funding of the facilities and services it provides.
- 3) The home community will supply the reciprocating community with residency information for participant verification.
- 4) This agreement shall be in effect from January 1, 2008, through December 31, 2008. It may be extended for another term by mutual agreement of both cities. With thirty days notice to the other city, either community may terminate, without penalty, this agreement.

Date: _____

Mayor of Appleton

Mayor of Menasha

Appleton City Clerk

Menasha City Clerk

Appleton City Attorney

Menasha City Attorney

**AGREEMENT FOR RECIPROCITY BETWEEN
NEENAH AND MENASHA
PARK & RECREATION DEPARTMENTS
~2008~**

The Park & Recreation Departments of the City of Neenah, WI and the City of Menasha, WI, hereby agree to grant resident status, in regard to fees, to the citizens of the other community for the sole purpose of participating in each city's park and recreation services, for the term of this agreement listed below.

- 1) The scope of this agreement is limited to the granting of the privileges of residency in regard to fees only.
- 2) Each city retains complete control of the policies, operation, administration and funding of the facilities and services it provides. This includes, but is not limited to, policies that allow registration priorities to city residents.
- 3) The home community will supply the reciprocating community with residency information for participant verification at the reciprocating community.
- 4) This agreement shall be in effect from January 1, 2008 through December 31, 2008. The agreement may be extended for another term by mutual agreement of both cities, or terminated, without penalty, by either city, with thirty days written notice to the other city.

Neenah P&R Commission

Menasha P&R Board

Mayor of Neenah

Mayor of Menasha

Neenah City Clerk

Menasha City Clerk

AGREEMENT FOR RECIPROCITY BETWEEN
THE CITY AND TOWN OF MENASHA
PARK & RECREATION DEPARTMENTS
~2008 ~

The Park & Recreation Departments of the City of Menasha, WI and the Town of Menasha, WI, hereby agree to grant resident status, in regard to fees, to the citizens of the other community for the sole purpose of participating in each municipality's park and recreation services, for the term of this agreement listed below.

- 1) The scope of this agreement is limited to the granting of the privileges of residency in regard to fees only.
- 2) Each municipality retains complete control of the policies, operation, administration, and funding of the facilities and services it provides. This includes, but is not limited to, policies that allow registration priorities to municipal residents.
- 3) The City of Menasha reserves the right to charge a non-resident fee for seasonal boat launch passes, swimming lessons and pool passes.
- 4) Each municipality will verify proof of residency of participants from the other community and supply residency information for participant verification.
- 5) This agreement shall be in effect from January 1, 2008 through December 31, 2008. The agreement may be extended for another term by mutual agreement of both municipalities, or terminated, without penalty, by either municipality, with thirty days written notice to the other community.

President, Town of Menasha Park Commission

Mayor, City of Menasha

Director of Parks & Recreation, Town of Menasha

City Clerk, City of Menasha

FEE RECIPROCITY USAGE 2007

Appleton Residents in Menasha (1/1/2007 – 12/31/2007)

Youth Baseball – 3	Youth Kickball – 1	Park Activity Club – 1
Youth Tennis Lessons – 2	Youth Tennis-Small Group – 1	Gymnastics – 3
Youth Flag Football – 4	Tiny Tots – 7	Slimnastics – 2
Senior Boat Launch – 57	Boat Launch – 110	Boat Slip, Single – 2
Boat Slip, Double – 2	Pavilion Rentals – 26	Swimming Lessons – 19
Field Trips – 1	Season Pool Passes – 6	*Adult Baseball - 148

*Team fee only, no individual player fees.

Total: 395 **Revenue Difference: \$5,130.00**

Menasha Residents in Appleton

*Adult Basketball - 12	* Adult Flag Football – 4	*Adult Softball - 88
Field Trips – 2	Youth Tennis – 2	Park Pavilion Rentals – 17
Preschool Programs – 10	Swimming Lessons – 35	Youth Dance – 7
Youth Sports – 35	Family Swim Passes – 29	

*Team fee only, no individual player fees.

Total: 241 **Revenue Difference: \$2,860.00**

Neenah Residents in Menasha (1/1/2007 – 12/31/2007)

Skateboard Lessons – 3	Tot Lot – 1	Youth Baseball – 2
Kidstuff – 4	Youth Tennis Lessons – 2	Youth Tennis-Small Group - 2
Gymnastics – 11	Youth Golf Lessons – 1	Spring Youth/Adult Golf Lessons - 1
Tiny Tots – 3	Feel 'n Fit – 3	Senior Boat Launch – 1
Boat Launch – 7	Boat Slip, Single – 4	Boat Slip, Double – 3
Pavilion Rental – 20	Swimming Lessons – 6	Pool Passes – 2
*Adult Baseball – 87		

*Team fee only, no individual player fees.

Total: 163 **Revenue Difference: \$1,810.00**

Menasha Residents in Neenah

*Adult Fitness – 10	*Adult Kickball – 11	*Adult Softball – 47
*Adult Volleyball – 47	**Adventure Playground – 1	**Archery – 1
**Bowling – 1	**Build a Scarecrow – 1	**Children's Playtime – 2
**Cookie Monster – 1	**Creation Station – 4	**Dance – 4
**Elementary Drawing – 1	Facility Rentals – 16	Family Pool Pass – 3
**Father's Day Craft – 1	**Kidstage – 1	**Mad Science – 1
**Operation Recreation – 3	**Punt, Pass and Kick – 1	**Sports Camp – 1
**Start Smart Soccer – 1	**Story Stretchers – 1	Swim Lessons – 2
**Tennis – 2	**Tot Lot – 2	

*Team Fee Only

**Neenah does not charge Non-Resident fees for specific programs.

Total: 135 **Revenue Difference: \$495.00**

Town of Menasha Residents in City of Menasha (1/1/2007-12/31/2007)

Skateboard Lessons – 4	Youth Baseball – 3	Youth Kickball – 5
Youth Tennis Lessons – 8	Gymnastics – 4	Youth Golf Lessons – 2
Spring Youth/Adult Golf Lessons – 1	Youth Flag Football – 11	Tiny Tots – 4
Slimnastics – 1	Feel 'n Fit – 3	Adult Hooping Class – 1
Pavilion Rental – 11	Jazz/Funk Dance – 1	Field Trips – 3
*Adult Basketball – 1	*Adult Baseball - 76	

*Team fee only, no individual player fees.

Total: 139

Revenue Difference: \$1,217.00

City of Menasha Residents in Town of Menasha

Information Not Received by Mailing Time

Total:



MEMORANDUM

To: Mayor and Common Council

From: Brian Tungate, Director of Parks and Recreation

Date: January 15, 2008

RE: Parks and Recreation Board Recommendations

Fee Reciprocity with City of Neenah, City of Appleton and Town of Menasha

The Board supports maintaining reciprocity with these communities. The revenue difference you see with Appleton is mainly due to seasonal boat launch passes for which there is a significant \$20 difference between residents and non-residents. There is talk of a multi-year reciprocity agreements starting in 2009.

2008 Fees and Charges

Minor changes only, most notably Park User fees. The Board has done a good job recommending fees be kept up to date. Pool fees were looked at closely, however, no changes were recommended based primarily on neighboring community rates.

Park Eviction Program

The Board has recommended the changes outlined previously by CPP Jorgenson to the program and are asking the Common Council to take official action on these changes.

Approved by Common Council on _____

Fees effective: _____

**City of Menasha - Fees and Charges for 2008
Parks, Recreation, Pool, Marina, Forestry and Cemetery**

**Prepared By: Brian Tungate & Parks and Recreation Board
January 10, 2008**

NC = No Change R = Res NR = Non-Res Est. = Year Established

Current Charge		Program/Service Title	Proposed Charge		Last Changed	Previous Charge	
R	NR		R	NR		R	NR
Summer Programs							
\$ 13.00	\$ 29.00	Tot Lot	NC	NC	2007	\$ 12.00	\$ 28.00
\$ 13.00	\$ 29.00	Youth Baseball	NC	NC	2007	\$ 12.00	\$ 28.00
\$ 7.00	\$ 15.00	Youth Kickball	NC	NC	2007	\$ 6.00	\$ 14.00
\$ 13.00	\$ 29.00	Kidstuff	NC	NC	2007	\$ 12.00	\$ 28.00
\$ 13.00	\$ 29.00	Park Activity Club (PAC)	NC	NC	2007	\$ 12.00	\$ 28.00
\$ 13.00	\$ 29.00	Tennis Lessons (Youth)	NC	NC	2007	\$ 12.00	\$ 28.00
\$ 28.00	\$ 44.00	Tennis Lesson (Small Group)	NC	NC	2003	\$ 27.00	\$ 42.00
\$ 3.00	\$ 6.00	Tennis Leagues (Youth & Adult)	NC	NC	2000	added NR	
\$ 21.00	\$ 48.00	Tennis Lessons (Adult)	\$22.00	\$ 49.00	2003	\$ 20.00	\$ 38.00
\$ 12.00	\$ 28.00	Gymnastics	\$13.00	\$ 29.00	2003	\$ 11.00	\$ 26.00
Free	Free	Safety Town	NC	NC			
\$ 13.00	\$ 13.00	Grunski Race Pre-Reg.	NC	NC	2007	\$ 12.00	\$ 12.00
\$ 16.00	\$ 16.00	Grunski Race After Cut-off Date (Families of 3+ receive \$1 discount.)	NC	NC	2003	\$ 15.00	\$ 15.00
\$ 35.00	\$ 47.00	Summer Youth Golf	\$36.00	\$48.00	2003	\$ 26.00	\$ 42.00
\$ 35.00	\$ 50.00	Fall Golf Lessons	NC	NC	2003	\$ 33.00	\$ 48.00
\$ 175.00	\$ 175.00	Adult Softball (Sponsor)	\$180.00	\$180.00	2006	\$ 165.00	\$ 165.00
\$ 310.00	\$ 310.00	Adult Softball (Team)	\$315.00	\$315.00	2006	\$ 16.00	\$ 43.00
\$ 100.00	\$ 100.00	Co-Ed Softball (Sponsor)	\$105.00	\$105.00	2006	\$ 75.00	\$ 75.00
\$ 250.00	\$ 250.00	Co-Ed Softball (Team)	\$255.00	\$255.00	2006	\$ 11.00	\$ 24.00
		Bus Trips (Break-even)	NC	NC	1988 est.		
Free	Free	Performances in the Park		Donations			

The Department seeks to recover an average of 100% of program costs from revenues for all adult activities and bus trips and 50% for youth activities. In the aggregate, these percentages have been achieved.

Town of Menasha -- we have a fee reciprocity with the Town except for boat launches and pool fees.

Approved by Common Council on _____

Fees effective: _____

Current Charge		Program/Service Title	Proposed Charge		Last Changed	Previous Charge	
R	NR		R	NR		R	NR
Fall/Winter Programs							
\$ 14.00	\$ 33.00	Jazz/Funk Dance/30 min.	\$ 15.00	\$ 34.00	2007	\$ 13.00	\$ 30.00
\$ 16.00	\$ 38.00	Jazz/Funk Dance/40 min.	\$ 17.00	\$ 39.00	2007	\$ 15.00	\$ 37.00
\$ 17.00	\$ 26.00	Youth Flag Football	NC	NC	2007	\$ 15.00	\$ 24.00
\$ 57.00	\$ 110.00	Tiny Tots	NC	NC	2007	\$ 52.00	\$ 105.00
\$ 1.00	\$ 1.00	Open Swim/Gym	NC	NC	2002	\$ 0.50	\$ 0.50
\$ 20.00	\$ 40.00	Slimnastics	NC	NC	2007	\$ 19.00	\$ 39.00
\$ 2.00	\$ 3.00	Per class	NC	NC	90/98	\$ 2.00	\$ 2.00
\$ 20.00	\$ 40.00	Feel 'N Fit	NC	NC	2007	\$ 19.00	\$ 39.00
\$ 2.00	\$ 3.00	Per class	NC	NC	90/98	\$ 2.00	\$ 2.00
Free	Free	Punt, Pass & Kick (co-sponsored)	NC	NC			
\$ 2.00	\$ 2.00	Winter Golf Tournament	NC	NC	2005 est.		
Free	Free	Great Pumpkin Hunt	NC	NC			
\$ 1.00	\$ 1.00	Holiday Hayride	NC	NC	1992 est.	\$ 0.50	\$ 0.50
\$ 175.00	\$ 175.00	Adult Basketball (Sponsor)	\$180.00	\$180.00	2006	\$ 165.00	\$ 165.00
\$ 235.00	\$ 235.00	Adult Basketball (Team)	\$240.00	\$240.00	2006	\$ 225.00	\$ 225.00
Cemetery							
\$ 550.00	\$ 725.00	Adult Grave	NC	NC	2006	\$ 325.00	\$ 475.00
\$ 225.00	\$ 275.00	Infant Grave	NC	NC	2006	\$ 85.00	\$ 120.00
\$ 525.00	\$ 700.00	Adult Opening (burial)	NC	NC	2006	\$ 350.00	\$ 350.00
\$ 225.00	\$ 275.00	Infant Opening (burial)	NC	NC	2006	\$ 200.00	\$ 200.00
		Burial of Cremains					
\$ 325.00	\$ 375.00	with or without vault	NC	NC	2006	\$ 225.00	\$ 225.00
\$ 150.00	\$ 175.00	Weekend Opening (add)	NC	NC	2006	\$ 125.00	\$ 150.00
\$ 75.00	\$ 100.00	Winter Burial (if warranted)	NC	NC	2006	\$ 50.00	\$ 50.00
Marina							
\$37.00/ft	\$37.00/ft	Seasonal Slip Rental	NC	NC	2008	\$36.00/ft	\$36.00/ft
\$0.60/ft.	\$0.60/ft.	Overnight	NC	NC	1993	('87) .50	('87) .50
\$0.45/ft.	\$0.45/ft.	Groups of 20 or more					
\$2.75/ft.	\$2.75/ft.	Weekly	\$3.50/ft	\$3.50/ft	1987	\$2.50/ft.	\$2.50/ft.
\$10.00/ft	\$10.00/ft	Monthly	\$12.00/ft	\$12.00/ft	2007	\$8.00/ft.	\$8.00/ft.
Free	\$ 5.00	Pump Out - Renter/Nonrenter	NC	NC	1998		
Boat Launch & Slip Rental							
\$ 12.00	\$ 33.00	Seasonal Parking Permit Seniors (55+)	NC	NC	2007	\$ 12.00	\$ 32.00
\$ 16.00	\$ 36.00	Seasonal Parking Permit	NC	NC*	2007	\$ 15.00	\$ 35.00
\$ 4.00	\$ 4.00	Daily Launch Parking Permit	NC	NC	2004	\$ 3.00	\$ 3.00
\$ 90.00	\$ 105.00	Seasonal Slip (Jefferson)	NC	NC	2007	\$ 80.00	\$ 95.00
\$ 120.00	\$ 135.00	Slip 49/50	NC	NC	2004	\$ 110.00	\$ 125.00
\$ 8.00	\$ 10.00	Second Parking Permit (must show copy of 2nd boat registration ID #)	NC	NC	1995	\$ 3.00	\$ 3.00
\$ 4.00	\$ 5.00	Lost or Stolen Pass	NC	NC	2003	\$3.00	\$3.00
\$100.00	\$100.00	Menasha Dock Association Garbage Collection	NC	NC	2007 est.	-	-

***Town of Menasha pays NR rate.**

Approved by Common Council on _____

Fees effective: _____

Current Charge		Program/Service Title	Proposed Charge		Last Changed	Previous Charge	
R	NR		R	NR		R	NR
Park Shelter/Picnic Areas							
\$ 50.00	\$ 80.00	Large Pavilion	NC	NC	2006	\$ 45.00	\$ 75.00
\$ 30.00	\$ 50.00	Kitchen (Jeff.)	NC	NC	2006	\$ 25.00	\$ 45.00
\$ 35.00	\$ 55.00	Jefferson West Shelter	NC	NC	2006	\$ 30.00	\$ 50.00
\$ 20.00	\$ 40.00	Jefferson East Shelter	NC	NC	2003	\$ 20.00	\$ 40.00
\$ 15.00	\$ 32.00	Launch Shelter	NC	NC	2004	\$ 15.00	\$ 32.00
\$ 20.00	\$ 40.00	Picnic Area #3 w/elec.	NC	NC	2006	\$ 15.00	\$ 32.00
\$ 20.00	\$ 40.00	Picnic Area #5 w/elec.	NC	NC	2006	\$ 15.00	\$ 32.00
\$ 45.00	\$ 70.00	Smith Park Pavilion	NC	NC	2006	\$ 40.00	\$ 65.00
\$ 25.00	\$ 45.00	Hart Park Shelter	NC	NC	2004	\$ 25.00	\$ 45.00
\$ 30.00	\$ 50.00	Kitchen (Smith)	NC	NC	2006	\$ 25.00	\$ 45.00
\$ 90.00	\$ 135.00	Wedding Set-Up (Smith*)	NC	NC	2006	\$ 85.00	\$ 130.00
\$10.00/hr	\$10.00/hr	Memorial Building (pre-ceremony use)	NC	NC	2007 est.	\$ -	\$ -
\$ 20.00	\$ 20.00	Building/Shelter Key Deposit	NC	NC	2005 est.		
\$ 20.00	\$ 40.00	Clovis Grove Shelter	NC	NC	2006	\$ 15.00	\$ 32.00
\$ 20.00	\$ 40.00	Koslo Shelter	NC	NC	2006	\$ 15.00	\$ 32.00
\$ 20.00	\$ 40.00	Curtis Reed Square	NC	NC	2004 est.		
\$ 25.00	\$ 45.00	Barker Farm Shelter	NC	NC	2004 est.		
	user fee only	Jefferson Park Wedding**	NC	NC	1996		

Non-Resident fees added for shelter/area reservations began in 1991.

* Includes automatic pavilion reservation, user fee included if pavilion used.

**Not part of two year advance wedding reservation

Park User Fees							
NC	\$ 11.00	Group Size: 1-20	NC	NC	2005	\$ -	\$10.00**
\$ 23.00	\$ 35.00	21-75	\$24.00	\$ 36.00	2005	\$ 20.00	\$30.00**
\$ 40.00	\$ 58.00	76-150	\$42.00	\$ 60.00	2005	\$ 35.00	\$50.00**
\$ 75.00	\$ 98.00	151-300	\$79.00	\$ 102.00	2005	\$ 65.00	\$85.00**
\$ 128.00	\$ 156.00	301-600	\$134.00	\$ 162.00	2005	\$ 110.00	\$135.00**
\$ 230.00	\$ 265.00	601-1100	\$240.00	\$ 275.00	2005	\$ 200.00	\$230.00**
\$ 345.00	\$ 385.00	1101-2000	\$360.00	\$ 400.00	2005	\$ 300.00	\$335.00**
\$ 460.00	\$ 505.00	2001 & up	\$480.00	\$ 525.00	2005	\$ 400.00	\$440.00**

*Number of group categories expanded from 6 to 8 in 1996.

**NR's added in 2000.

\$4.00/day	\$4.00/day	Beer Permit	NC	NC	2007	\$3.00	\$3.00
Diamond/Field Rental Fees							
<i>City approved tournaments, leagues or events only</i>							
\$20.00/hr	\$20.00/hr	with lights (Koslo baseball)	NC	NC	2005	\$ 16.00	\$ 16.00
\$12.00/hr	\$12.00/hr	without lights (Koslo baseball)	NC	NC	2007	\$ 10.00	\$ 10.00
\$8.00/hr.	\$8.00/hr.	Softball Diamond without lights	NC	NC	2005		
\$15.00/hr	\$15.00/hr	Softball Diamond with lights	NC	NC	2005		
\$5.00/hr.	\$5.00/hr.	Tennis or Volleyball Court	NC	NC	1997 est.		
\$8.00/hr.	\$8.00/hr.	Soccer Field (lining costs add labor charges)	NC	NC	2000		
\$20 per event/season		Ball Diamond PA System Rental	NC	NC	1997	formerly security deposit	
\$ 50.00	or market price	Tree Planting 1" - 1 1/2" diameter	NC	NC	1992	('89) 30	('89) 30
\$ 0.50	\$ 0.50	Ice Skate Rental at Hart Park	NC	NC	93-94 est.		
per 1/2 hr.	per 1/2 hr.						

Approved by Common Council on _____

Fees effective: _____

Approved by Common Council on _____

Fees effective: _____

Current Charge		Program/Service Title	Proposed Charge		Last Changed	Previous Charge	
R	NR		R	NR		R	NR
Swimming Pool Daily Admissions							
Free	Free	2 and under	NC	NC	1994 est.		
\$ 1.25	\$ 1.25	3 - 5	NC	NC	2006	\$ 1.00	\$ 1.00
\$ 2.25	\$ 2.25	6 - 17	NC	NC	2006	\$ 2.00	\$ 2.00
\$ 3.25	\$ 3.25	18 - 54	NC	NC	2006	\$ 3.00	\$ 3.00
\$ 2.25	\$ 2.25	55 and older	NC	NC	1997	\$ 2.00	\$ 2.00
Free	Free	Adult Sun Deck Viewing Pass (Available at concession stand for non-swimmers)	NC	NC	1994 est.		
Pool fees after 6:00 p.m. are reduced. (3-5) \$0.75, (6-17) \$1.25, (18-54) \$1.75, (55 and older) \$1.25							
Swimming Lessons*							
\$ 16.00	\$ 24.00	Swimming Lessons	NC	NC	2005	\$ 13.00	\$ 20.00
\$ 12.00	\$ 16.00	Saturday Morning Swimming Lessons	NC	NC	2005		
*Town of Menasha pays NR rates for all pool services.							
Season Passes							
\$ 34.00	\$ 39.00	Youth (3-17) and Senior (55+) (\$31)	NC	NC	2006 est.	-	-
\$ 40.00	\$ 45.00	Individual (\$36)	NC	NC	2003	\$ 35.00	\$ 40.00
\$ 65.00	\$ 75.00	Family of 2 (\$59)	NC	NC	2003	\$ 60.00	\$ 70.00
\$ 85.00	\$ 95.00	Family of 3 (\$77)	NC	NC	2003	\$ 80.00	\$ 95.00
\$ 100.00	\$ 110.00	Family of 4 (\$90)	NC	NC	2003	\$ 95.00	\$ 105.00
\$ 110.00	\$ 125.00	Family of 5 (\$99)	NC	NC	2003	\$ 105.00	\$ 120.00
\$ 120.00	\$ 135.00	Family of 6+ (\$108)	NC	NC	2003	\$ 115.00	\$ 130.00
10% discount on all season passes purchased by May 1, fee in () to City and Neenah and Appleton residents only.							
Town of Menasha pays NR rates on season, limited use, morning passes and lessons.							
*2006-Change discount from 15% to 10%.							
\$ 15.00	\$ 20.00	Adult Morning Season Swim Pass	NC	NC	2004 est.		
\$ 1.00	\$ 2.00	Adult Morning Season Swim (Daily)	NC	NC	2004 est.		
\$ 13.00	\$ 15.00	Limited Use Pass (Adult)	NC	NC	2006	\$ 12.00	\$ 14.00
\$ 9.00	\$ 10.00	Limited Use Pass (Youth/Seniors, 55+)	NC	NC	2006	\$ 8.00	\$ 9.00
\$ 5.00	\$ 6.00	Lost/replacement pass	NC	NC	1991	NR added 2001	
\$100.00/hr.	\$110.00/hr.	Pool Rental	NC	NC	2006	\$ 90.00	\$ 100.00
\$ 1.75	\$ 1.75	Groups of 20 or more (when arranged through office)	NC	NC	2006	\$ 1.50	\$ 1.50
\$ 25.00	\$ 25.00	Annual Installation/Storage Fee for 441/Racine Street Signs	NC	NC	2006 est.	-	-
\$ 300.00 per unit	\$ 300.00 per unit	Parkland Dedication Fee*	-	-	2001	\$ 275.00	

*This fee will be addressed separately with a future ordinance revision mandated by recent changes in state law.



MEMORANDUM

To: Mayor and Common Council

From: Brian Tungate, Director of Parks and Recreation

Date: January 15, 2008

RE: Parks and Recreation Board Recommendations

Fee Reciprocity with City of Neenah, City of Appleton and Town of Menasha

The Board supports maintaining reciprocity with these communities. The revenue difference you see with Appleton is mainly due to seasonal boat launch passes for which there is a significant \$20 difference between residents and non-residents. There is talk of a multi-year reciprocity agreements starting in 2009.

2008 Fees and Charges

Minor changes only, most notably Park User fees. The Board has done a good job recommending fees be kept up to date. Pool fees were looked at closely, however, no changes were recommended based primarily on neighboring community rates.

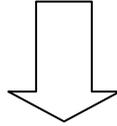
Park Eviction Program

The Board has recommended the changes outlined previously by CPP Jorgenson to the program and are asking the Common Council to take official action on these changes.

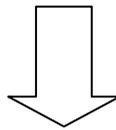
Park Eviction Procedures

Rev12-10-2007

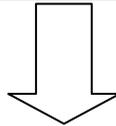
Defendant arrested in a City Park for an offense defined as an Eviction Review Offense. For a list of reviewable offenses see list of [Evictable Offenses](#). Investigating Officer should take a picture of defendant and explain and request consideration for the park eviction request.



Police lieutenant reviews the request for park eviction and adds short dictation to support eviction procedures be initiated. If the lieutenant doesn't believe the action merits eviction then the request ends here. Supporting dictation and a copy of the report should be forwarded to the crime reduction coordinator.



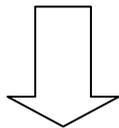
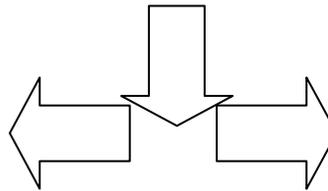
Crime reduction coordinator will assemble the report and cleanse any juvenile name information from the report and forward the eviction request to Park Director for his review. If the Park Director denies the request for eviction then the request ends here. If the Park Director supports the eviction then the process continues below.



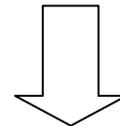
Park Director drafts a letter of eviction and forwards the letter back to the police department for delivery with the administrative review request paperwork which requires the defendant to respond in writing within 10 days if they choose to contest the eviction. Crime reduction coordinator will keep track of the 10 days and communicate with the Park Director to determine the next action step.

Defendant receives notice and doesn't contest the eviction or does not initiate written action for administrative review.

Defendant initiates written action to begin administrative review process.



Defendant is placed on the list of park evictees for a 1 year term. Information forwarded to all police patrol squads and Park Dept Superintendent.



Crime reduction coordinator monitors court status and upon receiving a disposition on the case notifies Park Director and City Attorney to arrange an administrative hearing for the Defendant. Hearing will consist of arresting officer, crime reduction coordinator, City Attorney, and Parks Director. Parks Director will determine whether Defendant faces park eviction based on evidence presented. Parks Director will keep Park Board informed of evictions.



M E M O R A N D U M

To: Administrative Committee and Common Council
From: Greg Keil, Community Development Director
Date: January 16, 2008
RE: Sale of 226 Main Street and Relocation of the Menasha Health Department

Otter Creek Associates has made the attached offer to purchase the Menasha Health Department located at 226 Main Street. They are seeking to purchase the property to expand retail floor space and outdoor sales area to meet the needs of their customers.

City staff have been exploring the availability/suitability of office space within the city for possible relocation of the Health Department. Eleven sites were evaluated based on several criteria including acquisition/lease costs, renovation/remodeling costs, costs of fiber optic connections, accessibility and convenience to clients, and other short and long term costs.

We are presently working with the owners of 312/320 Racine Street to lease that portion of the premises (approximately 2,770 square feet) that is currently vacant (former office of Dr. Gadowski). This building offers the best fit for the Health Department for the near term future based on the above-mentioned criteria, provided that ongoing negotiations concerning the terms of the lease can be brought to a conclusion that meets with Common Council approval.

I believe the offer to purchase presented by Otter Creek is consistent with the recent sales history of other commercial properties in the Upper Main Street District (see attached Upper Main Street Property Transaction 2005-present). I urge the Common Council to support the sale of the Health Department building to enable the growth of a key retail establishment and promote the ongoing economic restructuring of this portion of our downtown.

**City of Menasha
Upper Main Street Property Transactions
2005 - Present**

Sale #	Address	Sale Date	Sale Price	Lot Size (Square Feet)	Building Size Above Grade	Land & Building \$ / Sq. Ft.	Building Above Grade \$ / Sq. Ft.
1	220 Main Street	11/05	\$135,000	3617	4036	\$37.32	\$33.28
2	222 Main Street	12/05	\$50,000	3618	485	\$13.82	\$103.09
3	165/167 Main Street	10/05	\$165,000	6890	10400	\$23.94	\$15.87
4	216 Main Street	8/07	\$120,000	2412	5800	\$49.75	\$20.89
5	186 Main Street	9/07	\$155,000	3376	4320	\$45.91	\$35.88
6	68 Racine Street	12/06	\$155,000	3062	5118	\$49.02	\$30.29
7	210 Main Street	11/06	\$70,000	2653	1210	\$26.39	\$57.86
8	212 Main Street	11/07	\$190,000	4823	7280	\$39.40	\$26.10
9	226 Main Street	n/a	\$175,000*	4823	2800	\$36.28	\$62.50

* sale price per offer

Ms. 137 P. 3

- 57 ■ A "condition affecting the Property or transaction" is defined as follows:
- 58 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the
- 59 present use of the Property;
- 60 (b) government agency or court order requiring repair, alteration or correction of any existing condition;
- 61 (c) completed or pending reassessment of the Property for property tax purposes;
- 62 (d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
- 63 (e) any lead division involving the Property, for which required state or local approvals were not obtained;
- 64 (f) construction or remodeling on the Property for which required state or local approvals were not obtained;
- 65 (g) any portion of the Property being in a 100 year floodplain, a wetland or shoreline zoning area under local, state or federal regulations;
- 66 (h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;
- 67 (i) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 68 (j) conditions constituting a significant health or safety hazard for occupants of the Property;
- 69 (k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline
- 70 and heating oil, which are currently or which were previously located on the Property. **NOTE: The Wisconsin Administrative Code contains**
- 71 **registration and operation rules for such underground storage tanks.**
- 72 (l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 73 (m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;
- 74 (n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the
- 75 nature and scope of the condition or occurrence.

76 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage
 77 or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by
 78 survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total
 79 square footage figures will vary dependent upon the formula used. **CAUTION: Buyer should verify total square footage formula, Property,**
 80 **building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.**

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

86 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A
 87 "test" is defined as the taking of samples of materials such as soil, water, air or building materials from the Property and the laboratory or other
 88 analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum
 89 per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
 90 determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g.,
 91 Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental
 92 pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

93 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the
 94 right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
 95 tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

96 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines 279 to
 97 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 98 search of title records showing private ownership of the Property for a period of 60 years prior to the visual inspection; (3) a review of historic and
 99 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property;
 100 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property, and (6) a review to determine
 101 if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment includ-
 102 ing the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking
 103 Underground Storage Tanks, the DNR's most recent residential response site evaluation report (including the Inventory of Sites and Facilities Which
 104 May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with
 105 generally recognized industry standards (e.g. current American Society of Testing and Materials' "Standards for Environmental Site Assessments for
 106 Commercial Real Estate"), and state and federal guidelines, as applicable. **CAUTION: Unless otherwise agreed an**
 107 **"environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for**
 108 **environmental pollution.**

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

117 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be
 118 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
 119 specifically adapted to the Property, and items customarily treated as fixtures. A "Fixture" does not include trade fixtures owned by tenants of the
 120 Property. See Lines 11 to 17.

121 ■ **OCCUPANCY:** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 -
 122 297 or in an addendum per line 298. Occupancy shall be given subject to tenants rights, if any.

123 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date of this Offer shall be paid by Seller
 124 no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special agreement if area assessments, prop-**
 125 **erty owner's association assessments or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for pub-**
 126 **lic improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, sanitary and stormwater and storm**
 127 **sewer (including all sewer mains and hook-up and interceptor charges), parks, street lighting and street trees, and impact fees for other public**
 128 **facilities, as defined to Wis Stat § 88.55(1)(c) & (f).**

e. s. 2007 4:00PM NOW Contracts Services LLC

No. 137 P. 5

189 etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contingencies
190 for investigation of these issues may be added to this Offer. See lines 293 to 298.

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

194 **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be
195 acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before clos-
196 ing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens
197 which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and excep-
198 tions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO
199 CLOSING. A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.**

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

205 **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all man-
206 ner and respect as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original sig-
207 nature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller.
208 Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may
209 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. The delivery/receipt provi-
210 sions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)). Buyer and Seller author-
211 ize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settle-
212 ment service providers for the transaction.

213 **DATES AND DEADLINES:** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the
214 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific num-
215 ber of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President
216 such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours"
217 from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day.
218 Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

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

221 If Buyer defaults, Seller may:

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

225 If Seller defaults, Buyer may:

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

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

229 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts.
230 If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing
231 to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. **NOTE: IF
232 ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT
233 CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW
234 FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT
235 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

236 **EARNEST MONEY**

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

241 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's
242 depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed
243 according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement
244 agreement signed by all Parties to this Offer (Note Wis. Adm. Code § RL 18.08(1)(b) provides that an offer to purchase is not a written disbursement
245 agreement pursuant to which the broker may disburse) if the disbursement agreement has not been delivered to broker within 60 days after the date
246 set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer
247 or Seller; (2) 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 other
248 disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and
249 broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

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

NOW Contractor Services LLC
P.O. BOX 40144
2007 4:01 PM

WB-15 COMMERCIAL OFFER TO PURCHASE

1 Attorney **DRAFTING THIS OFFER ON 1/8/08** [DATE] IS (~~AGENT OF SELLER~~) (AGENT OF BUYER) (~~DUAL AGENT~~) **STRIKE TWO**

2 **GENERAL PROVISIONS** The Buyer, **Otter Creek Associates, a Wisconsin partnership**

3 offers to purchase the Property known as [Street Address] **226 Main Street** in the

4 **City** of **Menasha**, County of **Winnebago**, Wisconsin, (Insert additional

5 description, if any, at lines 293 - 297 or attach as an addendum per line 298), on the following terms:

6 **PURCHASE PRICE: One Hundred Seventy-Five Thousand**
7 **Dollars (\$ 175,000.00**)

8 **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ **500.00**
9 will be paid within **3** days of acceptance.

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

11 **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of encum-
12 brances, all fixtures, as defined at lines 117 - 120 and as may be on the Property on the date of this Offer, unless excluded at lines 15 - 16, and
13 the following additional items: _____

14
15 **ITEMS NOT INCLUDED IN THE PURCHASE PRICE: CAUTION: Address rented fixtures or trade fixtures owned by tenants, if**
16 **applicable.** _____

17 All personal property included in purchase price will be transferred by bill of sale or _____

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

21 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
22 **January 15, 2008**. **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

23 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
24 to a Party shall be effective only when accomplished by one of the methods specified at lines 25 - 34.

25 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a com-
26 mercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 28 or 30 (if any), for delivery to
27 the Party's delivery address at lines 29 or 31.

28 Seller's recipient for delivery (optional): **City of Menasha**

29 Seller's delivery address: **140 Main Street, Menasha, WI 54952**

30 Buyer's recipient for delivery (optional): **Otter Creek Associates c/o Attorney John N. Gunderson**

31 Buyer's delivery address: **602 North 6th Street, Sheboygan, WI 53081** **920-458-3701**

32 (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 28 or 30.

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

34 Buyer: (**920**) **459-2725** Seller: (**920**) **967-5272**

35 **LEASED PROPERTY** If Property is currently leased and lease(s) extends beyond closing, Seller shall assign Seller's rights under said lease(s)
36 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
37 are **current tenants to vacate premises at or before closing**

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

41 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or _____
42 no later than **March 14**, **2008** unless another date or place is agreed to in writing.

43 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-
44 up and other private and municipal charges, property owner's association assessments, fuel, payments under governmental agricultural programs
45 and _____. Any income, taxes or expenses shall accrue to Seller and be prorated through
46 the day prior to closing. Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known,
47 otherwise on the net general real estate taxes for the preceding year) (

48 _____). **STRIKE AND COMPLETE AS APPLICABLE** **CAUTION. If Property has not been fully assessed for**
49 **tax purposes (for example, recent land division or completed/pending reassessment) or if proration on the basis of net general real**
50 **estate taxes is not acceptable (for example, changing mill rate), insert estimated annual tax or other basis for proration.**

51 **PROPERTY CONDITION PROVISIONS**

52 **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice or
53 knowledge of conditions affecting the Property or transaction other than those identified in Seller's Real Estate Condition Report
54 dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference

55 **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____

56 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

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

- 58 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the
59 present use of the Property;
- 60 (b) government agency or court order requiring repair, alteration or correction of any existing condition;
- 61 (c) completed or pending reassessment of the Property for property tax purposes;
- 62 (d) structural inadequacies which if not repaired will significantly shorten the expected normal life of the Property;
- 63 (e) any land division involving the Property, for which required state or local approvals were not obtained;
- 64 (f) construction or remodeling on the Property for which required state or local approvals were not obtained;
- 65 (g) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;
- 66 (h) that a structure on the Property is designated as a historic building or that any part of the Property is in a historic district;
- 67 (i) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 68 (j) conditions constituting a significant health or safety hazard for occupants of the Property;
- 69 (k) underground or aboveground storage tanks for storage of flammable, combustible or hazardous materials including but not limited to gasoline
70 and heating oil, which are currently or which were previously located on the Property; **NOTE: The Wisconsin Administrative Code contains**
71 **registration and operation rules for such underground storage tanks.**
- 72 (l) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 73 (m) material levels of hazardous substances located on Property or previous storage of material amounts of hazardous substances on Property;
- 74 (n) other conditions or occurrences which would significantly reduce the value of the Property to a reasonable person with knowledge of the
75 nature and scope of the condition or occurrence.

76 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer and Seller acknowledge that any Property, building or room dimensions, or total acreage
77 or building square footage figures, provided to Buyer or Seller may be approximate because of rounding or other reasons, unless verified by
78 survey or other means. Buyer also acknowledges that there are various formulas used to calculate total square footage of buildings and that total
79 square footage figures will vary dependent upon the formula used. **CAUTION: Buyer should verify total square footage formula, Property,**
80 **building or room dimensions, and total acreage or square footage figures, if material to Buyer's decision to purchase.**

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

86 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. A
87 "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other
88 analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 293 - 297 or in an addendum
89 per line 298. Note: Any contingency authorizing such tests should specify the areas of the Property to be tested, the purpose of the test, (e.g., to
90 go determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency (e.g.,
91 Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests may detect environmental
92 pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

93 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall have the
94 right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
95 tear and changes approved by Buyer, and that any defects Seller has elected to cure have been repaired in a good and workmanlike manner.

96 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "environmental site assessment" (also known as a "Phase I Site Assessment") (see lines 279 to
97 283) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
98 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
99 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property;
100 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine
101 if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment includ-
102 ing the National Priorities List, the Department of Natural Resources' (DNR) registry of Abandoned Landfills, the DNR's Registry of Leaking
103 Underground Storage Tanks, the DNR's most recent remedial response site evaluation report (including the Inventory of Sites and Facilities Which
104 May Cause or Threaten to Cause Environmental Pollution). Any "environmental site assessment" performed under this Offer shall comply with
105 generally recognized industry standards (e.g. current American Society of Testing and Materials "Standards for Environmental Site Assessments for
106 Commercial Real Estate"), and state and federal guidelines, as applicable. **CAUTION: Unless otherwise agreed an**
107 **"environmental site assessment" does not include subsurface testing of the soil or groundwater or other testing of the Property for**
108 **environmental pollution.**

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

117 **FIXTURES** A "Fixture" is an item of property which is physically attached to or so closely associated with land and improvements so as to be
118 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
119 specifically adapted to the Property, and items customarily treated as fixtures. A "fixture" does not include trade fixtures owned by tenants of the
120 Property. See Lines 11 to 17.

121 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 293 -
122 297 or in an addendum per line 298. Occupancy shall be given subject to tenant's rights, if any.

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

130 OPTIONAL FINANCING CONTINGENCY: THE CONTINGENCY AT LINES 132 THROUGH 160 IS A PART OF THIS OFFER IF MARKED, SUCH
131 AS WITH AN "X," AT LINE 132. IT IS NOT PART OF THIS OFFER IF IT IS MARKED N/A OR LEFT BLANK.

132 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain: CHECK APPLICABLE FINANCING BELOW

133 land contract financing from Seller at closing as further described at lines 136 to 153 and 161 to 168.

134 a INSERT LOAN PROGRAM (fixed) (adjustable) STRIKE ONE rate first mort-
135 gage loan commitment as further described at lines 136 to 149 and 154 to 178, within _____ days of acceptance of this Offer.

136 The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized
137 over not less than _____ years. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be
138 adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to main-
139 tain the term and amortization stated above.

140 IF FINANCING IS FIXED RATE the annual rate of interest shall not exceed _____ % and monthly payments of principal and interest shall
141 not exceed \$ _____.

142 IF FINANCING IS ADJUSTABLE RATE the initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for
143 _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the
144 mortgage term shall not exceed _____ %. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
145 payments of principal and interest may be adjusted to reflect interest changes.

146 MONTHLY PAYMENTS MAY ALSO INCLUDE 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
147 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee in an amount not
148 to exceed _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
149 costs.) Note: Unless otherwise agreed, Buyer's delivery of any document labeled a loan commitment will satisfy this contingency.

150 IF FINANCING IS BY LAND CONTRACT \$ 17,500.00 shall be paid at closing (in addition to earnest money), interest rate following payment
151 default shall be 6.00 %, the default period shall be 60 days for payments and 60 days for performance of any other
152 obligations. Interest shall be calculated on a prepaid basis. Any amount may be prepaid on principal without penalty at any time. Buyer under-
153 stands that if the term of the land contract is shorter than the amortization period a balloon payment will be due at the end of the term.

154 LOAN COMMITMENT: Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and to provide
155 evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other financing acceptable
156 to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan commitment at line 135.
157 Buyer's delivery of a copy of any written loan commitment (even if subject to conditions) shall satisfy the Buyer's financing contingency
158 unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER
159 SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR APPROVAL OR UNLESS ACCOMPANIED BY A
160 NOTICE OF UNACCEPTABILITY.

161 LAND CONTRACT: If this Offer provides for a land contract both Parties agree to execute a State Bar of Wisconsin Form 11 Land Contract, the
162 terms of which are incorporated into this Offer by reference. Prior to execution of the land contract Seller shall provide the same evidence of mer-
163 chantable title as required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the pro-
164 posed balance of the land contract, that the payments on the land contract are sufficient to meet all of the obligations of Seller on the underlying
165 indebtedness, and that all creditors whose consent is required have consented to the land contract sale. Seller may terminate this Offer if creditor
166 approval cannot be obtained. Seller may terminate this Offer if Buyer does not provide a written credit report which indicates that Buyer is credit
167 worthy based upon reasonable underwriting standards within 15 days of acceptance. Buyer shall pay all costs of obtaining creditor approval and
168 the credit report. Seller shall be responsible for preparation and the expense of preparation of all closing documentation, including the land contract.

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

175 SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of the loan commitment, Seller may terminate this Offer provided that
176 Seller delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

177 NOTE: IF PURCHASE IS CONDITIONED ON BUYER OBTAINING FINANCING FOR OPERATIONS OR DEVELOPMENT CONSIDER ADDING
178 A CONTINGENCY FOR THAT PURPOSE.

179 TITLE EVIDENCE

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

184 _____ (provided none of the
185 foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller further agrees to com-
186 plete and execute the documents necessary to record the conveyance. WARNING: If Buyer contemplates improving or developing Property,
187 or a change in use, Buyer may need to address municipal and zoning ordinances, recorded building and use restrictions, covenants
188 and easements which may prohibit some improvements or uses. The need for building permits, zoning variances, environmental audits,

189 *etc., may need to be investigated to determine feasibility of improvements, development or use changes for Property. Contingencies*
 190 *for investigation of these issues may be added to this offer. See lines 293 to 298.*

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

194 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be
 195 acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days before clos-
 196 ing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens
 197 which will be paid out of the proceeds of closing and standard abstract certificate limitations or standard title insurance requirements and excep-
 198 tions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR TO**
 199 **CLOSING, A "GAP ENDORSEMENT" TO THE TITLE COMMITMENT OR AN ESCROW CLOSING.**

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

205 **DELIVERY/RECEIPT** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated in all man-
 206 ner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original sig-
 207 nature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller.
 208 Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may
 209 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. **The delivery/receipt provi-**
 210 **sions in this Offer maybe modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 31)).** Buyer and Seller author-
 211 ize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settle-
 212 ment service providers for the transaction.

213 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the
 214 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific num-
 215 ber of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the President
 216 such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours"
 217 from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day.
 218 **Deadlines** expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

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

221 If **Buyer defaults**, Seller may:

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

225 If **Seller defaults**, Buyer may:

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

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

229 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts.
 230 If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing
 231 to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement. **NOTE: IF**
 232 **ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT BOTH PARTIES SHOULD READ THIS DOCUMENT**
 233 **CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW**
 234 **FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
 235 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

236 **EARNEST MONEY**

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

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

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

261 **TIME IS OF THE ESSENCE** "TIME IS OF THE ESSENCE" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy;
262 (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:
263 If "Time is of the Essence"

264 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply
265 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

266 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
267 **14** days of acceptance: **CHECK THOSE THAT APPLY**

- 268 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 269 A complete inventory of all furniture, fixtures and equipment included in this transaction which is consistent with
270 representations made prior to and in this Offer.
- 271 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
272 to be free and clear of all liens, other than liens to be released prior to or at closing.
- 273 Other _____

274
275 This contingency shall be deemed satisfied unless Buyer, within **7** days of the earlier of receipt of the final record to be delivered or the dead-
276 line for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied. The notice shall iden-
277 tify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s).

278 **ENVIRONMENTAL EVALUATION/INSPECTION CONTINGENCY:** This Offer is contingent upon: **CHECK THOSE THAT APPLY**

- 279 A qualified independent environmental consultant of Buyer's choice conducting an environmental site assessment of the Property (see
280 lines 96 to 108), at (Buyer's) (Seller's) expense **STRIKE ONE**, which discloses no defects. A defect is defined as a material violation of
281 environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an
282 underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the
283 Property due to future migration from other properties.

- 284 A qualified independent inspector of Buyer's choice conducting an inspection of the Property and _____
285 _____, at (Buyer's) (Seller's) expense **STRIKE ONE**, which discloses no defects.
286 A defect is defined as a structural, mechanical or other condition that would have a significant adverse effect on the value of the Property; that
287 would significantly impair the health and safety of future occupants of the Property; or that if not repaired, removed or replaced would
288 significantly shorten or have a significantly adverse effect on the expected normal life of the Property.

289 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the environmental site
290 assessment/ inspection report(s) and a written notice listing the defect(s) identified in the environmental site assessment /inspection report(s) to
291 which Buyer objects. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before
292 signing the Offer. Buyer agrees to deliver a copy of the report and notice to listing broker, if Property is listed, promptly upon delivery to Seller.

293 **ADDITIONAL PROVISIONS/CONTINGENCIES** See pro forma land contract attached hereto and incorporated herein.
294 **This Offer is contingent upon approval by the Menasha Plan Commission and the City of Menasha Common Council.**

295
296
297

298 **ADDENDA:** The attached _____ is/are made part of this Offer.

299 **THIS OFFER, INCLUDING ANY AMENDMENTS TO IT, CONTAINS THE ENTIRE AGREEMENT OF THE BUYER AND SELLER REGARDING**
300 **THE TRANSACTION. ALL PRIOR NEGOTIATIONS AND DISCUSSIONS HAVE BEEN MERGED INTO THIS OFFER. THIS AGREEMENT**
301 **BINDS AND INURES TO THE BENEFIT OF THE PARTIES TO THIS OFFER AND THEIR SUCCESSORS IN INTEREST.**

302 This Offer was drafted on 1/8/08 [date] by [Licensee and firm] Olsen, Kloet, Gunderson & Conway/Attorney John Gunderson

303 (X) Michael Q. Beech Social Security No. or FEIN (optional) 1/10/08
304 Buyer's Signature ▲ Print Name Here: Otter Creek Associates, Partner Date ▲

305 (X) John C. Beech Social Security No. or FEIN (optional) 1/10/08
306 Buyer's Signature ▲ Print Name Here: Otter Creek Associates, Partner Date ▲

307 **EARNST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 236 - 259)
308 _____ Broker (By)

309 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
310 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
311 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

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

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

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

317 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter] _____
318 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

State Bar of Wisconsin Form 11-2003
LAND CONTRACT
(TO BE USED FOR NON-CONSUMER ACT TRANSACTIONS)

Document Number

Document Name

CONTRACT, by and between City of Menasha, a Wisconsin municipal corporation,
("Vendor," whether one or more), and Otter Creek Associates, a Wisconsin partnership,
("Purchaser," whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this Contract by Purchaser, the following real estate, together with the rents, profits, fixtures and other appurtenant interests ("Property"), in Winnebago County, State of Wisconsin:
(add legal description for 226 Main Street, City of Menasha, Winnebago County, Wisconsin)

Recording Area

Name and Return Address

Olsen, Kloet, Gunderson & Conway
Attorney John N. Gunderson
602 North 6th Street
Sheboygan, WI 53081

Parcel Identification Number (PIN)

This is not homestead property.
(~~is~~) (is not)

This is a purchase money mortgage.
(is) (~~is not~~)

Purchaser agrees to purchase the Property and to pay to Vendor at 140 Main Street, Menasha, WI 54952

the sum of \$ 175,000.00 in the following manner:

- (a) \$ 17,500.00 at the execution of this Contract; and
- (b) the balance of \$ 157,500.00, together with interest from the date hereof on the balance outstanding from time to time at the rate of 6.00 % per annum until paid in full as follows:
payable over a term of three years with monthly payments of \$3,000.00 per month, principal and interest, with the first payment due one month from the date of closing and each month thereafter

provided the entire outstanding balance shall be paid in full on or before the day of , 2011 ("Maturity Date"). Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Any amount may be prepaid without premium or fee upon principal at any time.
- B. Any amount may be prepaid without premium or fee upon principal at any time after closing.
- C. ~~There may be no prepayment of principal without written permission of Vendor.~~

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as specified above; provided that monthly payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from this Contract.

Purchaser shall pay prior to delinquency all taxes and assessments levied on the Property at the time of the execution of this Contract and thereafter, and deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the amount of the full replacement value of the improvements on the Property. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of Vendor's interest, and evidence of such policies covering the Property shall be provided to Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Vendor deems the restoration or repair to be economically feasible.

- Purchaser is required to pay Vendor amounts sufficient to pay reasonably anticipated taxes, assessments, and insurance premiums as part of Purchaser's regular payments [CHECK BOX AT LEFT IF APPLICABLE].**

Purchaser shall not commit waste nor allow waste to be committed on the Property, keep the Property in good tenable condition and repair, and free from liens superior to the lien of this Contract, and comply with all laws, ordinances and regulations affecting the Property. If a repair required of Purchaser relates to an insured casualty, Purchaser shall not be responsible for performing such repair if Vendor does not make available to Purchaser the insurance proceeds therefor.

Vendor agrees that if the purchase price with interest is fully paid and all conditions fully performed as specified herein, Vendor will execute and deliver to Purchaser a Warranty Deed in fee simple of the Property, free and clear of all liens and encumbrances, except those created by the act or default of Purchaser, and:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NO OPTION IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination, at the time of execution of this Contract.
- B. Purchaser states that the following exceptions set forth in the title evidence submitted to Purchaser for examination, at the time of execution of this Contract, are unsatisfactory to Purchaser: _____

- C. No title evidence was provided prior to execution of this Contract.

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. Purchaser agrees to pay the cost of future title evidence.
- B. Vendor agrees to pay the cost of future title evidence.

Purchaser shall be entitled to take possession of the Property on day of closing.

Time is of the essence as to all provisions hereunder.

Purchaser agrees that in the event of a default in the payment of principal or interest which continues for a period of _____ days following the due date or a default in performance of any other obligation of Purchaser which continues for a period of _____ days following written notice thereof by Vendor (delivered personally or mailed by certified mail), the entire outstanding balance under this contract shall become immediately due and payable at Vendor's option and without notice (which Purchaser hereby waives), and Vendor may singly, alternatively or in combination: (i) terminate this Contract and either recover the Property through strict foreclosure or have the Property sold by foreclosure sale; in either event, with a period of redemption, in the court's discretion, to be conditioned on full payment of the entire outstanding balance, with interest thereon from the date of default and other amounts due hereunder (failing which all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property); (ii) sue for specific performance of this Contract; (iii) sue for the unpaid purchase price or any portion thereof; (iv) declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; (v) have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits; or (vi) pursue any other remedy available in law or equity. An election of any of the foregoing remedies shall only be binding on Vendor if and when pursued in litigation. All costs and expenses including reasonable attorneys fees of Vendor incurred to pursue any remedy hereunder to the extent not prohibited by law and expenses of title evidence shall be paid by Purchaser and included in any judgment. The parties agree that Vendor shall have the options set forth in this paragraph available to exercise in Vendor's sole discretion.

Following any default in payment, interest shall accrue at the rate of 6.25 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

Purchaser may not transfer, sell or convey any legal or equitable interest in the Property, including but not limited to a lease for a term greater than one year, without the prior written consent of Vendor unless the outstanding balance payable under this Contract is paid in full. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full at Vendor's option without notice.

Vendor may mortgage the Property, including the continuation of any mortgage in force on the date of this Contract, provided Vendor shall make timely payment of all amounts due under any mortgage, and the total due under such mortgages shall not at any time exceed the then remaining principal balance under this Contract. If Vendor defaults under such mortgages and Purchaser is not in default hereunder, Purchaser may make payments directly to Vendor's mortgagee and such payments will be credited as payments hereunder.

All terms of this Contract shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of Vendor and Purchaser.

Dated _____

VENDOR:
City of Menasha by:

PURCHASER:
Otter Creek Associates by:

(SEAL) _____
* Mayor

(SEAL) Michael Beeck _____
(SEAL) * Michael Beeck

(SEAL) _____
* City Clerk

(SEAL) Jeffrey C. Buser _____
(SEAL) * Jeffrey C. Buser

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

authenticated on _____

STATE OF WISCONSIN _____)
_____) ss.
_____ COUNTY)

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____ ,
the above-named _____
_____ to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
Olsen, Kloet, Gunderson & Conway
Attorney John N. Gunderson

* _____
Notary Public, State of WISCONSIN
My commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 1/8/08 and signed by Buyer, _____,
2 for purchase of real estate at _____ is
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]

- 6 1. Purchase price to be \$215,000.00
- 7
- 8 2. Seller is allowed to remove all items of personal property
- 9 3. Seller is allowed to remove the following fixtures
 - 10 a. generator adjacent to the NW corner of the property
 - 11 b. awning attached to South side of building
 - 12 c. pamphlet rack in library
 - 13 d. emergency circuit panel in basement
 - 14 e. any plumbing fixtures other than restrooms
 - 15 f. clinic room wall cabinet
 - 16 g. any other items agreed to by the parties in the future
- 17 4. Financing contingent shall be changed and this shall be a cash sale (no land contract)
- 18
- 19 5. Counter-offer to expire at noon CST on 1/15/08
- 20 6. In addition to the items of Paragraph #3, all items on attachment Appendix A
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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before _____ (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and**
37 **delivery as provided at lines 33 to 36.**

38 This Counter-Offer was drafted by _____ on _____

39 _____ Licensee and Firm ▲ Date ▲

40 [Signature] 1/11/08

41 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲

42 _____

43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

44 This Counter-Offer was presented by _____ on _____

45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.

48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the

49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly

50 specified. **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.**

51 **ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER**

APPENDIX # A

Cables and wires from punch down block
Phone system
Router
Generator and accompanying emergency circuit
Awning
All soap dispensers
All paper towel holders
All plastic mail holders outside offices
All bulletin boards
AED and cabinet and signage
Cabinet in clinic room
Both pamphlet racks in the library room
Both shelving units in the reception area
Faucets in all three restrooms
Upper cabinets in the clinic hallway areas and kitchen

01-14-08 16:22 FROM: OLSEN, KLOET, GUNDERSON

920-450-2725

T-620 P 02/02 F-870

Approved by the Wisconsin Department of Regulation and Licensing
7-1-00 (Optional Use Date) 1-1-00 (Mandatory Use Date)

INFO PRO (800)855-2021 www.infoproforma.com

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by Buyer/Broker ~~STRIKE ONE~~

- 1 The Offer to Purchase dated January 8, 2008 and signed by Buyer,
- 2 for purchase of real estate at 226 Main Street, Menasha, WI 54952
- 3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
- 4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
- 6 counter-offer unless incorporated by reference.]
- 6 1. Purchase price to be One Hundred Seventy-Five Thousand Dollars (\$175,000.00).
- 7
- 8 2. Purchase is subject to Buyer obtaining financing for the purchase price at an interest rate of not more than
- 9 7% per annum amortized over fifteen years on a five year Note.
- 10
- 11 3. The awning located outside the building and the faucets in the three restrooms shall remain on the
- 12 premises.
- 13
- 14 4. All other terms of Seller's Counter-Offer dated January 11, 2008 are acceptable to Buyer and incorporated
- 15 herein by reference, unless countered above.
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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION

33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making

34 the Counter-Offer on or before January 18, 2008 (Time is of the Essence).

35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided

36 in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and

37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by Olsen, Kloet, Gunderson & Conway on January 14, 2008

39 Otter Creek Associates, by: Licensee and Firm Date

40 [Signature] 1/14/08 Signature of Party Making Counter-Offer Date

41 [Signature] 1/14/08 Signature of Party Accepting Counter-Offer Date

42 [Signature] 1/14/08 Signature of Party Accepting Counter-Offer Date

43

44 This Counter-Offer was prepared by XX

45 Licensee and Firm Date

46 This Counter-Offer is (rejected) (countered) ~~STRIKE ONE~~ (Party's Initials) _____ (Party's Initials) _____

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference. Provisions

48 incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the lines concerning the

49 provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly specified. NOTE: Number this

50 Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc. ATTACH THIS COUNTER-OFFER TO

51 THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER

WB-44 COUNTER-OFFER

Counter-Offer No. 3 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated JANUARY 8, 2008 and signed by Buyer, _____ is
2 for purchase of real estate at 276 MAIN STREET, MENASHA, WI 54952
3 rejected and the following Counter-Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]

6 1. PURCHASE PRICE TO BE ONE HUNDRED EIGHTY-FIVE THOUSAND
7 DOLLARS (\$185,000.00)
8
9 2. ALL OTHER TERMS OF BUYERS COUNTER OFFER DATED
10 JANUARY 14, 2008 ARE ACCEPTABLE TO SELLER
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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION.
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before _____ (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and
37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by GREGORY M. KEIL on JANUARY 5, 2008
39 _____ Date ▲

40 Greg M. Keil Licensee and Firm ▲
41 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲

42 _____
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲

44 This Counter-Offer was presented by _____ on _____
45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (~~rejected~~) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference.
48 Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the
49 lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly
50 specified. NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No.1 by Seller, Counter-Offer No.2 by Buyer, etc.
51 ATTACH THIS COUNTER-OFFER TO THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER

Approved by the Wisconsin Department of Regulation and Licensing
7-1-00 (Optional Use Date) 1-1-00 (Mandatory Use Date)

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WB-44 COUNTER-OFFER

Counter-Offer No. 4 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated January 8, 2008 and signed by Buyer,
2 for purchase of real estate at 226 Main Street, Menasha, WI 54952
3 rejected and the following Counter Offer is hereby made. All terms and conditions remain the same as stated in the Offer to
4 Purchase except the following: [CAUTION. This Counter-Offer does not include the terms or conditions in any other
5 counter-offer unless incorporated by reference.]
6 1. Purchase price to be One Hundred Seventy-Five Thousand Dollars (\$175,000.00).
7
8 2. All other terms and conditions through Seller's Counter-Offer dated January 15, 2008 are acceptable to
9 Buyer and incorporated herein by reference.

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32 ANY WARRANTIES AND REPRESENTATIONS MADE IN THIS COUNTER-OFFER SURVIVE THE CLOSING OF THIS TRANSACTION
33 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making
34 the Counter-Offer on or before January 18, 2008 (Time is of the Essence).
35 Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided
36 in this Counter-Offer. NOTE. The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and
37 delivery as provided at lines 33 to 36.

38 This Counter-Offer was drafted by Olsen, Kloet, Gunderson & Conway/Attorney John N. Gunderson on January 16, 2008
39 Otter Creek Associates, Inc. By: [Signature] License and Firm Date

40
41 Signature of Party Making Counter-Offer Date Signature of Party Making Counter-Offer Date

42
43 Signature of Party Accepting Counter-Offer Date Signature of Party Accepting Counter-Offer Date

44 This Counter Offer was presented by Buyer on January 16, 2008
45 License and Firm Date

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) (Party's Initials)

47 Note: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference. Provisions
48 incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the lines containing the
49 provision. In transactions involving more than one Counter-Offer the Counter Offer referred to should be clearly specified. NOTE: Number this
50 Counter-Offer sequentially, e.g. Counter Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc. ATTACH THIS COUNTER-OFFER TO
51 THE OFFER TO PURCHASE - INSERT SOCIAL SECURITY NUMBERS OR FEIN ON OFFER

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 1/10/08-1/17/08 Checks # 15363-15520	\$6,939,590.33
Payroll Checks for 1/10/08-1/17/08 Checks # 36463-36684	<u>158,708.22</u>
Total	\$7,098,298.55

**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

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01315 AIRGAS NORTH CENTRAL	105324253	31100	52	08-101-240	63.45	ANNUAL MAINTENANCE
	105324255	31100	53	09-102-240	63.45	ANNUAL MAINTENANCE
	105324254	31100	53	09-212-240	45.00	ANNUAL MAINTENANCE
	105332259	31100	51	10-115-201	107.71	ANNUAL MAINTENANCE CONTRACT
	Check Date 1/10/2008	Check Nbr 015363			Check Total: 279.61	
01600 AMERICAN MILLWORK & HARDWARE	107781	31731	54	10-149-300	56.58	GLASS CLEANER
		Check Date 1/10/2008	Check Nbr 015364		Check Total: 56.58	
01745 APPLETON HYDRAULIC COMPONENTS	15482	31731	54	10-149-294	1,027.51	ASSEMBLE/TEST TELESCOPIC CYL
		Check Date 1/10/2008	Check Nbr 015365		Check Total: 1,027.51	
01760 APPLETON SCHOOL DISTRICT	010908	31100	21	04-304-000	575,154.78	TAX COLLECTION PAYMENTS
		Check Date 1/10/2008	Check Nbr 015366		Check Total: 575,154.78	
02020 MICHAEL BABBITTS	010408	31822	55	04-107-316	250.00	HATTIE MINER SCHOLARSHIP
		Check Date 1/10/2008	Check Nbr 015367		Check Total: 250.00	
02050 BADGER LAB & ENGINEERING INC	INV000032282	31201	54	10-301-212	752.00	WHITING WASTEWATER SAMPLING
	INV000032283	31201	54	10-301-212	942.00	POLYMER GROUP WASTEWATER
	INV000032284	31201	54	10-301-212	752.00	GRAPHICS PKG WASTEWATER SAMPLE
	INV000032281	31201	54	10-301-212	752.00	GUNDERSON CLEANERS WASTEWATER
	INV000032285	31201	54	10-301-212	752.00	ALCAN PACKAGING WASTEWATER
		Check Date 1/10/2008	Check Nbr 015368		Check Total: 3,950.00	

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02335 BECK ELECTRIC INC	D383	31100	55	07-202-204	107.32	BULBS/SKATE PARK
	D387	31100	54	10-131-216	918.00	56 LOCATES
	D346	31100	54	10-143-243	430.34	WIND DAMAGE/MAIN ST
	D360	31100	54	10-131-243	845.00	TRAFFIC LIGHT DOWN
	D390	31100	51	10-115-240	378.69	INSTALL 20 AMP CIRCUIT/COPIER
	D274	31201	54	10-301-212	75.60	LIFT STATION
Check Date	1/10/2008	Check Nbr	015369		Check Total:	2,754.95
02730 BRAZEE ACE HARDWARE	39807	31100	51	10-115-313	12.56	TOILET BRUSH/SCRUBBER
	Check Date	1/10/2008	Check Nbr	015370		Check Total:
03070 CALUMET COUNTY TREASURER	010908	31100	21	04-300-000	435,839.22	TAX COLLECTIONS/COUNTY
	010908	31100	21	04-309-000	18,590.12	TAX COLLECTIONS/STATE
	Check Date	1/10/2008	Check Nbr	015371		Check Total:
03225 CB SUPPLY COMPANY INC	0134886-IN	31731	54	10-149-383	139.20	CHAIN
	0134867-IN	31731	54	10-149-383	29.38	CHAIN/LINK
	Check Date	1/10/2008	Check Nbr	015372		Check Total:
03810 CRI RECYCLING SERVICE INC	18323	31266	54	10-307-216	130.00	GRANULAR RECYCLE FEE
	Check Date	1/10/2008	Check Nbr	015373		Check Total:
04135 DAVIS & KUELTHAU SC	287703	31100	51	02-103-211	242.08	WISCO ENTERPRISES
	287703	31100	51	02-105-211	135.00	WISCO ENTERPRISES
	Check Date	1/10/2008	Check Nbr	015374		Check Total:
04275 DIGICORPORATION	51696	31100	52	08-101-291	145.80	JUNK VEHICLE NOTICE
	51708	31266	54	10-307-216	30.00	HAZARDOUS MATERIAL LIST
	Check Date	1/10/2008	Check Nbr	015375		Check Total:

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04450 DWD-UI	05773	31100	55	10-215-162	6,696.00	BRIDGES
	Check Date 1/10/2008	Check Nbr	015376		Check Total: 6,696.00	
05070 CHRIS EDWARDS	010408	31100	46	04-175-000	35.00	WEDDING CANCELLATION
	Check Date 1/10/2008	Check Nbr	015377		Check Total: 35.00	
05268 EVANS TITLE &	15246	31263	56	03-207-701	12,000.00	HOME PROGRAM
	Check Date 1/10/2008	Check Nbr	015378		Check Total: 12,000.00	
06050 FAITH TECHNOLOGIES INC	6431	31100	55	10-215-822	117.70	MOVE CAMERA TAYCO/RACINE BRDG
	Check Date 1/10/2008	Check Nbr	015379		Check Total: 117.70	
06075 FASTENAL COMPANY	WINEE29414	31100	55	07-202-240	62.18	CABLE TIES
	WINEE29023	31100	55	07-202-240	63.55	THREADED ROD
	WINEE28984	31100	55	07-202-315	638.53	BANDING TOOL
	Check Date 1/10/2008	Check Nbr	015380		Check Total: 764.26	
06115 FERRELLGAS	1019157760	31266	54	10-307-300	48.95	LIQUEFIED PETROLUEM GAS
	Check Date 1/10/2008	Check Nbr	015381		Check Total: 48.95	
06460 FOX CITIES PERFORMING ARTS CEN	010408	31100	21	04-269-000	1,435.00	TICKETS TO MAMMA MIA
	Check Date 1/10/2008	Check Nbr	015382		Check Total: 1,435.00	
06615 FOX VALLEY TECHNICAL COLLEGE	010908	31100	21	04-303-000	526,974.30	TAX COLLECTIONS/WINN CO
	010908	31100	21	04-303-000	179,437.90	TAX COLLECTIONS/CAL CO
	Check Date 1/10/2008	Check Nbr	015383		Check Total: 706,412.20	
06680 FRONTLINE UNIFORM	2075	31100	52	08-109-300	285.45	AUXILIARY UNIFORMS
	Check Date 1/10/2008	Check Nbr	015384		Check Total: 285.45	

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07080 GANNETT WISCONSIN NEWSPAPERS	0003137148	31100	51	04-101-292	787.64	PUBLICATIONS
	0003137148	31100	51	04-106-292	23.99	PUBLICATIONS
	Check Date 1/10/2008	Check Nbr	015385		Check Total:	811.63
07223 SARAH A GILBERT	010408	31822	55	04-107-316	250.00	HATTIE MINER SCHOLARSHIP
	Check Date 1/10/2008	Check Nbr	015386		Check Total:	250.00
07240 GLENDALE	T335811	31824	52	08-112-315	93.25	HONOR GUARD CLOTHING
	Check Date 1/10/2008	Check Nbr	015387		Check Total:	93.25
07250 GMN CONSULTING LLC	3268	31100	51	04-109-214	821.10	VACATION COVERAGE
	Check Date 1/10/2008	Check Nbr	015388		Check Total:	821.10
07580 GUNDERSON UNIFORM & LINEN RENT	1233865	31100	52	08-101-313	31.00	TOWEL/MAT SERVICE
	1233866	31100	51	10-115-201	24.53	MOP/MAT SERVICE
	1233866	31100	53	09-212-313	8.46	MOP/MAT SERVICE
	1233866	31100	55	07-202-313	3.36	MOP/MAT SERVICE
	Check Date 1/10/2008	Check Nbr	015389		Check Total:	67.35
08023 JILL HACKMASTER	010408	31822	55	04-107-316	250.00	HATTIE MINER SCHOLARSHIP
	Check Date 1/10/2008	Check Nbr	015390		Check Total:	250.00
09105 INDEPENDENT INSPECTIONS LTD	300823	31100	52	03-301-216	9,229.15	DECEMBER 2007 PERMITS
	Check Date 1/10/2008	Check Nbr	015391		Check Total:	9,229.15
09240 INTERNATIONAL ASSN OF CHIEFS	123107	31100	52	08-101-320	120.00	MEMBERSHIP
	Check Date 1/10/2008	Check Nbr	015392		Check Total:	120.00
09290 INTERSTATE BATTERY OF GREEN BA	90042168	31731	54	10-149-383	33.95	BATTERY
	Check Date 1/10/2008	Check Nbr	015393		Check Total:	33.95

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10025 J&E CONSTRUCTION CO INC	2007-03(1)	31490	54	10-134-822	145,291.30	LAKE PARK VILLA STORMWATER
	Check Date 1/10/2008	Check Nbr	015394		Check Total: 145,291.30	
10225 JOE'S POWER CENTER	64989	31100	55	07-202-315	1,300.00	SNOWTHROWER
	Check Date 1/10/2008	Check Nbr	015395		Check Total: 1,300.00	
10335 JX ENTERPRISES INC	D273520025	31731	54	10-149-383	53.95	END-TIE ROD
	Check Date 1/10/2008	Check Nbr	015396		Check Total: 53.95	
11030 KAEMPFER & ASSOCIATES INC	13559	31201	54	10-301-212	2,143.64	WAVERLY INTERCEPTOR IPG
	13560	31201	54	10-301-212	992.97	IND DISC REG PROG
	13561	31201	19	04-540-000	6,347.27	WW COLLECTION SYS REHAB IMPROV
	Check Date 1/10/2008	Check Nbr	015397		Check Total: 9,483.88	
11165 KJ WASTE SYSTEMS INC		31266	54	10-307-216	1,635.00	COMMINGLE/CONTAINER RENTAL
	Check Date 1/10/2008	Check Nbr	015398		Check Total: 1,635.00	
11178 LINDA KLATT	123107	31100	46	04-157-000	26.50	DOWNGRADE REFUSE CONTAINER
	Check Date 1/10/2008	Check Nbr	015399		Check Total: 26.50	
11190 REGINA KNICKELBEIN	010408	31822	55	04-107-316	250.00	HATTIE MINER SCHOLARSHIP
	Check Date 1/10/2008	Check Nbr	015400		Check Total: 250.00	
11365 KUNDINGER FLUID POWER INC	P-71820-0	31731	54	10-149-383	13.65	
	Check Date 1/10/2008	Check Nbr	015401		Check Total: 13.65	
12190 LARSEN COOPERATIVE CO	40002770	31100	55	07-202-315	29.00	CAP FOR TANK/ICE RINK TRUCK
	Check Date 1/10/2008	Check Nbr	015402		Check Total: 29.00	

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12495 LITTLE FALLS MACHINE INC	00038784	31731	54	10-149-383	868.25	WINGPOST ASSEMBLY/TUBING
	Check Date 1/10/2008	Check Nbr	015403		Check Total:	868.25
13045 MANDERFIELD BAKERY	276743	31100	55	07-202-338	10.60	FORESTRY MEETING
	Check Date 1/10/2008	Check Nbr	015404		Check Total:	10.60
13135 MASTERLINK TRAINING LLC	IN-8705	31100	51	04-109-337	5,000.00	TRAINING VOUCHERS
	Check Date 1/10/2008	Check Nbr	015405		Check Total:	5,000.00
13360 MENASHA ELECTRIC & WATER UTILI	002912	31201	54	10-302-250	15,977.35	NOV SEWER CHARGE
	Check Date 1/10/2008	Check Nbr	015406		Check Total:	15,977.35
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,784.00	
	Check Date 1/10/2008	Check Nbr	015407		Check Total:	1,784.00
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	225.00	
	Check Date 1/10/2008	Check Nbr	015408		Check Total:	225.00
13400 MENASHA JOINT SCHOOL DISTRICT	010908	31100	21	04-302-000	2,603,806.07	TAX COLLECTIONS/WINN CO
	010908	31100	21	04-302-000	284,482.74	TAX COLLECTIONS/CAL CO
	Check Date 1/10/2008	Check Nbr	015409		Check Total:	2,888,288.81
13435 MENASHA POSTMASTER	010208	31100	53	09-212-311	59.00	NEWSLETTER POSTAGE
	Check Date 1/10/2008	Check Nbr	015410		Check Total:	59.00
	010708	31100	51	10-115-311	175.00	PRESORT PERMIT
	Check Date 1/10/2008	Check Nbr	015411		Check Total:	175.00
13460 MENASHA TREASURER	010308	31261	56	03-207-701	187.42	UTILITIES 535 FIRST STREET
	Check Date 1/10/2008	Check Nbr	015412		Check Total:	187.42

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13685 MINNESOTA MUTUAL LIFE INSURANC	FEB2008	31100	21	04-618-000	2,444.33	PREMIUMS FEBRUARY 2008
	Check Date 1/10/2008	Check Nbr	015413		Check Total: 2,444.33	
13870 PEGGY MURPHY	110107	31100	53	09-102-331	47.68	MILEAGE
	Check Date 1/10/2008	Check Nbr	015414		Check Total: 47.68	
14010 N&M AUTO SUPPLY	199521	31731	54	10-149-383	45.09	VEHICLE REPAIR
	199409	31731	54	10-149-383	50.92	VELOCITY DRIVE AXLE
	198864	31731	54	10-149-383	-31.99	BAT CHGR
	198105	31731	54	10-149-383	-25.66	SERP BLT
	199386	31731	54	10-149-383	-135.92	DRIVE AXLE
	Check Date 1/10/2008	Check Nbr	015415		Check Total: -97.56	
15080 OFFICEMAX CONTRACT INC	223793	31731	54	10-149-310	113.17	OFFICE SUPPLIES
	223793	31100	55	07-202-310	63.83	OFFICE SUPPLIES
	Check Date 1/10/2008	Check Nbr	015416		Check Total: 177.00	
16025 PACKER CITY INTERNATIONAL	3273480028	31731	54	10-149-383	157.32	BULKSPBR
	Check Date 1/10/2008	Check Nbr	015417		Check Total: 157.32	
16166 LYNN PEAVEY COMPANY	171252	31100	52	08-101-300	79.20	DISPEN PLASTIC/O RINGS
	171253	31100	52	08-101-300	310.80	O RING HARDWARE
	Check Date 1/10/2008	Check Nbr	015418		Check Total: 390.00	
16300 PIGGLY WIGGLY #24	0490	31100	55	07-202-338	24.82	FORESTRY MEETING
	010208	31827	53	09-212-300	44.40	SOUP/COFFEE/COOKIES
	Check Date 1/10/2008	Check Nbr	015419		Check Total: 69.22	

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16465 POSTAL ANNEX	122734	31100	52	08-101-311	7.84	POSTAGE
	123061	31100	52	08-101-311	7.84	POSTAGE
	124368	31100	52	08-101-291	166.00	LABELS
	Check Date 1/10/2008	Check Nbr	015420		Check Total:	181.68
16775 DAVID POWELL	120507	31100	51	10-115-331	6.20	MILEAGE
		Check Date 1/10/2008	Check Nbr	015421	Check Total:	6.20
16806 PRN HEALTH SERVICES INC	043184	31100	53	09-102-215	1,012.50	SCHOOL NURSE 2007
		Check Date 1/10/2008	Check Nbr	015422	Check Total:	1,012.50
18145 RED	0W33805A	31824	52	08-101-300	127.55	CLOTHING/HONOR GUARD
	0W33806A	31824	52	08-101-300	59.15	HONOR GUARD CLOTHING
	0W33807A	31824	52	08-101-300	70.49	HONOR GUARD CLOTHING
	0W34231A	31100	52	08-101-193	43.77	UNIFORM CLOTHING
	Check Date 1/10/2008	Check Nbr	015423	Check Total:	300.96	
18160 REDI-WELDING CO	13631	31731	54	10-149-300	86.30	TUBING/PIPE
		Check Date 1/10/2008	Check Nbr	015424	Check Total:	86.30
18470 ROSS IMAGING INC	40635A	31100	51	04-109-804	16,214.89	HIGH SPEED COPIER/PACKET INFO
		Check Date 1/10/2008	Check Nbr	015425	Check Total:	16,214.89
19160 SCHILLER'S TREE SERVICE INC	15458	31100	56	07-101-206	3,875.00	TREE AND STUMP REMOVALS
		Check Date 1/10/2008	Check Nbr	015426	Check Total:	3,875.00
19185 SCHMIDT ENGINEERING & EQUIPMEN	128055	31100	54	10-124-300	1,755.65	STOCK
		Check Date 1/10/2008	Check Nbr	015427	Check Total:	1,755.65

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19327 SERVICEMASTER BUILDING MTNCE	117761	31100	52	08-101-201	50.00	CLEAN GARAGE JAN 2008
	117995	31100	52	08-101-201	1,395.00	CONTRACT JANITORIAL JAN 2008
	Check Date	1/10/2008	Check Nbr	015429	Check Total:	1,445.00
19320 SHADE TODAY NURSERY	4907	31100	56	07-101-300	1,437.00	PLANTS
	6840	31100	56	07-101-300	800.00	TREES
	Check Date	1/10/2008	Check Nbr	015428	Check Total:	2,237.00
19380 SHOPKO STORES INC	51745	31100	52	08-103-300	225.00	GIFT CARDS
	Check Date	1/10/2008	Check Nbr	015430	Check Total:	225.00
19465 SPEEDY CLEAN INC	8239	31201	54	10-301-243	570.00	WATER JET MANHOLE
	Check Date	1/10/2008	Check Nbr	015431	Check Total:	570.00
19650 STATE CHEMICAL MFG CO	93628070	31100	13	04-106-000	105.64	LEMON SENSE
	Check Date	1/10/2008	Check Nbr	015432	Check Total:	105.64
20215 TIMMER'S LANDSCAPING LLC	132	31100	54	10-134-822	3,255.00	DRAINAGE PROJECT
	Check Date	1/10/2008	Check Nbr	015433	Check Total:	3,255.00
20320 TRADITIONAL CONCRETE INC	1844	31100	54	10-131-300	375.00	BOLLARD
	Check Date	1/10/2008	Check Nbr	015434	Check Total:	375.00
21045 UNIFIRST CORPORATION	0970024529	31731	54	10-149-201	69.01	MAT/MOP SERVICE
	Check Date	1/10/2008	Check Nbr	015435	Check Total:	69.01
21227 US OIL CO INC	L32890	31731	54	10-149-242	36.00	SAMPLES
	Check Date	1/10/2008	Check Nbr	015436	Check Total:	36.00

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Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
22045 VALLEY CAMERA	22584	31100	52	08-101-300	4.00	FILM PROCESSING
	22580	31100	52	08-101-300	35.98	BATTERY PACKS
	Check Date	1/10/2008	Check Nbr	015437	Check Total:	39.98
22120 VALLEY POPCORN CO INC	76677	31827	53	09-212-300	172.75	POPCORN SUPPLIES
		Check Date	1/10/2008	Check Nbr	015438	Check Total:
23027 WALHDAB	120707	31100	53	09-102-320	300.00	2008 MEMBERSHIP DUES
		Check Date	1/10/2008	Check Nbr	015439	Check Total:
23065 WASC	010308	31100	53	09-212-320	65.00	2008 MEMBERSHIP
		Check Date	1/10/2008	Check Nbr	015440	Check Total:
23130 WAVERLY SANITARY DISTRICT	010908	31100	21	04-307-000	64,652.68	TAX COLLECTION PAYMENTS
		Check Date	1/10/2008	Check Nbr	015441	Check Total:
23160 WERNER ELECTRIC SUPPLY CO	S2342941.001	31100	13	04-106-000	162.24	SUPPLIES
		Check Date	1/10/2008	Check Nbr	015442	Check Total:
23215 WIL-KIL PEST CONTROL	1224248	31731	54	10-149-207	62.00	COMMERCIAL CONTRACT
		Check Date	1/10/2008	Check Nbr	015443	Check Total:
23275 WINNEBAGO COUNTY TREASURER	010908	31100	21	04-301-000	1,717,724.28	TAX COLLECTIONS/COUNTY
	010908	31100	21	04-309-000	57,115.62	TAX COLLECTIONS/STATE
		Check Date	1/10/2008	Check Nbr	015444	Check Total:
23305 WISCOLIFT INC	109371	31731	54	10-149-240	255.00	CRANE/HOIST INSPECTION
		Check Date	1/10/2008	Check Nbr	015445	Check Total:

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23371 WISCONSIN DEPT OF JUSTICE-TIME	L7101T	31100	52	08-101-216	25.00	NAME SEARCHES
	Check Date 1/10/2008	Check Nbr 015446			Check Total: 25.00	
23439 WISCONSIN PUBLIC POWER INC	008582	31100	51	04-109-243	9,580.00	ANNUAL SOLOMON SUPPORT
	Check Date 1/10/2008	Check Nbr 015447			Check Total: 9,580.00	
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
	Check Date 1/10/2008	Check Nbr 015448			Check Total: 574.71	
23550 WPHA	010308	31100	53	09-102-320	75.00	2008 MEMBERSHIP
	Check Date 1/10/2008	Check Nbr 015449			Check Total: 75.00	
23565 WRIGHT INDUSTRIAL INC	0580579-IN	31100	13	04-106-000	203.58	CLEANER
	Check Date 1/10/2008	Check Nbr 015450			Check Total: 203.58	
25295 NORDELL YOUNG	010708	31100	41	04-101-000	83.32	REFUND LOTTERY/913 MEADOWVIEW
	Check Date 1/10/2008	Check Nbr 015451			Check Total: 83.32	
Grand Total:					6,734,926.47	

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00126 2008 WCPA MIDWINTER CONFERENCE	011008	31100	52	08-101-337	375.00	REGISTRATION
	Check Date 1/17/2008	Check Nbr 015452			Check Total: 375.00	
01075 ACCURATE SUSPENSION WAREHOUSE	7022260	31731	54	10-149-300	71.64	BRAKLEEN
	7022260	31731	54	10-149-383	14.41	MINI LAMP/HY-T BELT
	Check Date 1/17/2008	Check Nbr 015453			Check Total: 86.05	
01104 ACTION SPORTS	011508	31100	55	07-202-315	39.95	CARBIDE FOR SNOWMOBILE GROOM
	Check Date 1/17/2008	Check Nbr 015454			Check Total: 39.95	
01315 AIRGAS NORTH CENTRAL	105351714	31731	54	10-149-216	53.20	ANNUAL MAINTENANCE
	105351715	31731	54	10-149-216	585.48	ANNUAL MAINTENANCE
	Check Date 1/17/2008	Check Nbr 015455			Check Total: 638.68	
01675 AMT		31100	21	04-299-022	150.00	
	Check Date 1/17/2008	Check Nbr 015456			Check Total: 150.00	
01820 ASCAP	011408	31100	55	07-201-320	2.83	FEE BALANCE
	Check Date 1/17/2008	Check Nbr 015457			Check Total: 2.83	
01850 ASSESSMENT TECHNOLOGIES LLC	1605	31100	51	04-107-214	797.50	CUSTOM PROGRAMMING
	Check Date 1/17/2008	Check Nbr 015458			Check Total: 797.50	
19120 AT&T	920R09453001	31100	51	10-115-221	76.30	MONTHLY CHARGES
	920R09453001	31201	54	10-301-221	202.60	MONTHLY CHARGES
	Check Date 1/17/2008	Check Nbr 015502			Check Total: 278.90	
02040 BADGER HIGHWAYS CO INC	139286	31100	54	10-134-300	53.41	TAHOE COURT
	Check Date 1/17/2008	Check Nbr 015459			Check Total: 53.41	

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02410 BERGSTROM	FOCS110030	31731	54	10-149-294	302.90	VEHICLE REPAIR
	215474	31731	54	10-149-383	9.64	KNOB
	Check Date 1/17/2008	Check Nbr 015460			Check Total: 312.54	
02545 BLUE PRINT SERVICE CO INC	10360	31100	51	04-109-243	1,500.00	ENGINEERING PLOTTER MAINTENANE
	Check Date 1/17/2008	Check Nbr 015461			Check Total: 1,500.00	
03741 CRANE ENGINEERING SALES INC	187362-00	31100	55	07-203-243	4,288.28	PUMP
	Check Date 1/17/2008	Check Nbr 015463			Check Total: 4,288.28	
03815 CRIVITZ MUNICIPAL COURT	011408	31100	21	04-229-000	129.00	BOND
	Check Date 1/17/2008	Check Nbr 015464			Check Total: 129.00	
04080 DARBOY STONE & BRICK	67357-000	31826	55	07-202-300	715.83	BARKER FARM PARK SIGN
	Check Date 1/17/2008	Check Nbr 015465			Check Total: 715.83	
04275 DIGICORPORATION	51704	31100	51	04-106-291	1,805.20	TAX BILL/MAYORS LETTER/ENV
	Check Date 1/17/2008	Check Nbr 015466			Check Total: 1,805.20	
05095 EJ ARENA SPORTS	3463	31100	55	07-201-300	57.00	RENTAL SKATE SHARPS
	Check Date 1/17/2008	Check Nbr 015467			Check Total: 57.00	
06355 FONDY AUTO ELECTRIC	A09334	31731	54	10-149-383	130.38	PARTS
	Check Date 1/17/2008	Check Nbr 015468			Check Total: 130.38	
07130 GE CHEMICAL	3584	31731	54	10-149-300	261.25	SOAP/PRESSURE WASHER
	Check Date 1/17/2008	Check Nbr 015469			Check Total: 261.25	

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08305 JOSHUA HENDRICKS	011508	31822	55	04-107-316	250.00	HATTIE MINER SCHOLARSHIP
	Check Date 1/17/2008	Check Nbr	015470		Check Total:	250.00
09270 INTERNATIONAL TRANSLATORS	LC-2-17449	31100	53	09-102-215	35.00	TRANSLATION/ALMANZA
	Check Date 1/17/2008	Check Nbr	015471		Check Total:	35.00
10320 JEFF JORGENSON	010908	31100	52	08-101-320	141.00	ROTARY DUES
	Check Date 1/17/2008	Check Nbr	015472		Check Total:	141.00
10335 JX ENTERPRISES INC	D273550126	31731	54	10-149-383	417.49	STEERING LINK/HOOD STRAP
	Check Date 1/17/2008	Check Nbr	015473		Check Total:	417.49

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11155 KITZ & PFEIL INC	111214-0009	31100	54	10-124-300	10.82	YEL THREAD SEALS/SS CLAMP
	111209-0010	31100	55	07-202-315	23.26	CARP SQUARE/DRY T SQUARE/BIT
	111214-0137	31100	54	10-124-300	8.99	GALV STREET ELBOW
	112103-0011	31100	55	07-202-243	63.56	REPAIR SNOW BLOWER
	112603-0017	31100	55	07-202-243	11.36	SPK PLUG/V-BELT/TORO BLOWER PT
	112614-0032	31100	55	07-202-240	8.04	HARDWARE/MEM SUMP DISCHARGE
	112614-0034	31100	52	08-101-300	14.99	PRIMER/STAINKILLER
	112714-0005	31100	52	08-101-240	11.58	LIQUID NAILS FOR BASEBOARD
	112714-0053	31100	52	08-101-300	3.58	DBL FACED TAPE
	11271-0055	31100	55	07-202-240	2.24	PICTURE HANGING SET
	112814-0118	31100	54	10-124-300	20.69	ENAMEL/SNOW BOARDS
	112814-0132	31100	51	10-115-240	7.90	SWITCHES/CITY HALL
	112814-0132	31100	53	09-102-313	19.79	SWIFFER WET JET/HEALTH
	112914-0046	31100	55	07-201-300	10.32	HOLIDAY HAYRIDE SUPPLIES
	112914-0048	31100	51	10-115-300	3.41	CONTACT CEMENT
	112914-0151	31100	54	10-121-300	5.80	PWR BIT
	120114-0278	31100	52	08-101-295	1.89	KEY
	120514-0016	31100	55	07-202-240	4.94	BULB
	120514-0167	31100	54	10-124-315	223.12	SNOW PUSHER
	120614-0019	31100	55	07-202-315	6.97	HAND WARMER/FLOODING RINK
	120614-0069	31100	51	10-115-240	12.59	SINK SPRAY HEAD/CITY HALL
	121114-0028	31100	55	07-202-240	9.24	HANGER/HAT HOOK/HARDWARE
	121114-0109	31100	55	07-202-240	13.83	COAT/HAT/HOOK REMODEL SHOP
	121303-0008	31100	56	07-101-300	19.12	POLE SAW BAR
	121414-0033	31266	54	10-308-300	14.76	PROP CYLINDE/AG-BAGGER
	121414-0061	31201	54	10-301-300	11.07	PROPANE FOR JET HEADS
	121714-0092	31100	51	10-115-300	11.23	BRASS HOOK/FLAGS
	121714-0150	31100	54	10-304-300	18.87	YEL NYL TWINE
	121814-0029	31100	55	07-202-240	6.29	SPRAY/VANDALISM REPAIR
	121814-0080	31100	55	07-201-300	3.10	ICE RINK KEYS
	122014-0008	31100	55	07-202-240	11.97	FURNACE FILTERS
	Check Date	1/17/2008	Check Nbr	015476	Check Total:	595.32

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11365 KUNDINGER FLUID POWER INC	P-72017-0	31731	54	10-149-383	136.94	COUPLING/HOSE/HOSE ADAPTER
	Check Date 1/17/2008	Check Nbr	015477		Check Total:	136.94
12110 LAMERS BUS LINES INC	010408	31100	21	04-269-000	97.00	TRANSPORTATION PAC/MAMMA MIA
	Check Date 1/17/2008	Check Nbr	015478		Check Total:	97.00
12250 LAWSON PRODUCTS INC	6368583	31731	54	10-149-300	516.62	MISC PARTS
	Check Date 1/17/2008	Check Nbr	015479		Check Total:	516.62
13120 MARTENSON & EISELE INC	42591	31100	54	10-134-212	2,040.00	STORM WATER UTILITY/PROF SERV
	42590	31100	54	10-111-212	560.50	WITTMANN PARK DRAINAGE ISSUES
	Check Date 1/17/2008	Check Nbr	015480		Check Total:	2,600.50
13149 MATTHEWS COMMERCIAL TIRE CTR	023789	31731	54	10-149-382	713.76	TIRE REPAIR
	Check Date 1/17/2008	Check Nbr	015481		Check Total:	713.76
13335 MEMORIAL FLORISTS INC	02343280	31827	53	09-212-300	100.00	CHRISTMAS BANQUET
	Check Date 1/17/2008	Check Nbr	015482		Check Total:	100.00

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13360 MENASHA ELECTRIC & WATER UTILI	010408	31100	12	04-399-000	860.97	FIRE DEPT
	010408	31100	12	04-399-000	158.98	FIRE DEPT
	010408	31100	52	08-101-223	1,188.96	POLICE
	010408	31100	52	08-101-225	219.55	POLICE
	010408	31100	54	10-131-223	777.18	TRAFFIC LIGHTS
	010408	31100	54	10-131-225	20.35	TRAFFIC LIGHTS
	010408	31731	54	10-149-223	1,811.53	PWF
	010408	31731	54	10-149-225	925.87	PWF
	010408	31201	54	10-301-223	20.97	LIFT STATIONS
	010408	31266	54	10-308-223	8.48	RECYCLING
	010408	31100	55	06-101-223	2,595.25	LIBRARY
	010408	31100	55	06-101-225	366.64	LIBRARY
	010408	31100	55	07-202-223	1,361.28	PARKS
	010408	31100	55	07-203-223	136.80	SWIM POOL
	010408	31100	55	07-203-225	277.92	SWIM POOL
	010408	31100	55	10-215-223	430.34	LIFT BRIDGES
	122007	31100	12	04-399-000	7.60	901 AIRPORT
122007	31100	54	10-131-223	22.82	901 AIRPORT	
123107	31100	55	07-202-223	8.48	572 RIVERWAY	
Check Date	1/17/2008	Check Nbr	015483	Check Total:	11,199.97	
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,784.00	
		31100	21	04-299-020	18,842.00	
Check Date	1/17/2008	Check Nbr	015484	Check Total:	20,626.00	
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	225.00	
Check Date	1/17/2008	Check Nbr	015485	Check Total:	225.00	
13377 MENASHA EMPLOYEES LOCAL 1035B		31100	21	04-299-032	265.20	
Check Date	1/17/2008	Check Nbr	015486	Check Total:	265.20	

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13445 MENASHA PUBLIC WORKS FACILITY	120607	31266	54	10-307-311	41.00	POSTAGE
	011508	31266	54	10-308-311	41.00	POSTAGE
	Check Date 1/17/2008	Check Nbr	015487		Check Total:	82.00
13460 MENASHA TREASURER	011108	31100	51	04-106-310	223.42	REPLENISH TAX COLLECTION ACCT
	011608	31100	51	02-105-310	3.76	DESK DRAWER KEYS
	011608	31100	51	02-105-311	0.39	POSTAGE DUE
	011608	31100	54	10-111-311	4.60	POSTAGE
	011608	31207	55	07-205-311	0.32	POSTAGE DUE
	011608	31100	56	03-202-311	0.17	POSTAGE DUE
	Check Date 1/17/2008	Check Nbr	015488		Check Total:	232.66
13585 MID-STATES ORGANIZED CRIME INF	10907	31100	52	08-101-320	200.00	MEMBERSHIP FEE 2008
	Check Date 1/17/2008	Check Nbr	015489		Check Total:	200.00
13730 MONROE TRUCK EQUIPMENT INC	521508	31731	54	10-149-383	270.60	VALVE/MANIFOLD/W CONNECTION
	Check Date 1/17/2008	Check Nbr	015490		Check Total:	270.60
13755 MORTON SAFETY	247219	31100	55	07-201-300	8.07	MEDICAL SUPPLIES
	Check Date 1/17/2008	Check Nbr	015491		Check Total:	8.07
14010 N&M AUTO SUPPLY	199386	31731	54	10-149-383	-135.92	DRIVE AXLE
	200525	31731	54	10-149-383	30.29	PARTS
	Check Date 1/17/2008	Check Nbr	015492		Check Total:	-105.63

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14215 NEENAH-MENASHA MUNICIPAL COURT	011008	31100	21	04-229-000	394.80	BOND
	011008	31100	21	04-229-000	182.00	BOND
	011008	31100	21	04-229-000	443.00	BOND
	011008	31100	21	04-229-000	182.00	BOND
	011008	31100	21	04-229-000	119.00	BOND
	011008	31100	21	04-229-000	182.00	BOND
	011008	31100	21	04-229-000	308.00	BOND
	011008	31100	21	04-229-000	131.60	BOND
	011008	31100	21	04-229-000	308.00	BOND
	011408	31100	21	04-229-000	106.40	BOND
	011408	31100	21	04-229-000	253.00	BOND
	011408	31100	21	04-229-000	119.00	BOND
	011408	31100	21	04-229-000	119.00	BOND
	011408	31100	21	04-229-000	182.00	
	011408	31100	21	04-229-000	253.00	BOND
	011408	31100	21	04-229-000	119.00	BOND
Check Date	1/17/2008	Check Nbr	015494	Check Total:	3,401.80	
14237 NEI-TURNER MEDIA GROUP	201112	31207	55	07-205-293	390.00	AD SPACE IN FOX CITIES GUIDE
Check Date	1/17/2008	Check Nbr	015495	Check Total:	390.00	
14290 NEUMAN POOLS INC	0031348-IN	31100	55	07-203-243	1,295.00	FILTER BAGS FOR POOL
Check Date	1/17/2008	Check Nbr	015496	Check Total:	1,295.00	
14385 NOFFKE LUMBER INC	080120510030	31100	55	07-202-243	273.83	TENNIS REBOUND BOARDS
Check Date	1/17/2008	Check Nbr	015497	Check Total:	273.83	
15030 OCONTO COUNTY CLERK OF COURTS	011008	31100	21	04-229-000	207.20	BOND
Check Date	1/17/2008	Check Nbr	015498	Check Total:	207.20	

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03405 ONE COMMUNICATIONS	010208	31100	12	04-399-000	11.85	BUILD INSPECT
	010208	31100	12	04-399-000	410.03	MENASHA UTILITIES
	010208	31207	12	04-399-000	20.79	MARINA
	010208	31100	51	01-102-221	10.61	MAYOR
	010208	31100	51	02-103-221	5.26	ATTORNEY
	010208	31100	51	02-104-221	16.32	CLERK
	010208	31100	51	02-105-221	15.74	PERSONNEL
	010208	31100	51	04-106-221	44.00	FINANCE
	010208	31100	51	04-107-221	5.22	ASSESSOR
	010208	31100	51	04-109-221	22.24	IT
	010208	31100	51	10-115-221	61.76	CITY HALL
	010208	31100	52	05-701-221	62.62	EOC
	010208	31100	52	08-101-221	343.16	POLICE
	010208	31100	53	09-102-221	86.75	HEALTH
	010208	31100	53	09-212-221	32.96	SENIOR
	010208	31100	54	10-111-221	58.04	ENGINEERING
	010208	31100	54	10-131-221	5.22	SIGN
	010208	31731	54	10-149-221	42.25	GARAGE
	010208	31100	55	06-101-221	169.97	LIBRARY
	010208	31100	55	07-201-221	19.70	RECREATION
010208	31100	55	07-202-221	84.17	PARKS	
010208	31100	55	07-203-221	33.86	POOL	
010208	31100	55	10-215-221	33.46	BRIDGES	
010208	31100	56	03-202-221	21.93	COM DEV	
<hr/>					Check Total:	1,617.91
15280 OUTAGAMIE COUNTY CLERK OF COUR	011008	31100	21	04-229-000	31.84	BOND
<hr/>					Check Total:	31.84

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16025 PACKER CITY INTERNATIONAL	3273530027	31731	54	10-149-383	219.12	FILTERS/LAMPS/HYDRAULI
	3273550015	31731	54	10-149-383	51.60	BLADE
	Check Date 1/17/2008	Check Nbr	015500		Check Total:	270.72
16806 PRN HEALTH SERVICES INC	043491	31100	53	09-102-215	337.50	SCHOOL NURSE
	043491	31100	53	09-102-215	675.00	SCHOOL NURSE
	Check Date 1/17/2008	Check Nbr	015501		Check Total:	1,012.50
19775 SUPERIOR CHEMICAL CORP	45131	31100	13	04-106-000	344.45	ODOR PRODUCTS
	Check Date 1/17/2008	Check Nbr	015503		Check Total:	344.45
19787 SWIDERSKI EQUIPMENT INC	012129	31731	54	10-149-383	43.55	TUBE
	012137	31731	54	10-149-383	16.15	SCREW/WASHERS
	Check Date 1/17/2008	Check Nbr	015504		Check Total:	59.70
20145 THEDACARE	9792011	31100	52	08-101-215	110.40	VENIPUNCTURE
	Check Date 1/17/2008	Check Nbr	015505		Check Total:	110.40
20385 TRI-CITY GLASS INC	I03008860	31100	52	05-201-240	425.95	STATION 35
	I03-1221-05708	31100	52	05-201-240	71.55	STATION 35
	Check Date 1/17/2008	Check Nbr	015506		Check Total:	497.50
21045 UNIFIRST CORPORATION	0970024909	31731	54	10-149-201	69.01	MAT/CLOTHING SERVICE
	Check Date 1/17/2008	Check Nbr	015507		Check Total:	69.01
21095 UNITED WAY FOX CITIES		31100	21	04-299-021	98.75	
	Check Date 1/17/2008	Check Nbr	015508		Check Total:	98.75

Date: Thursday, January 17, 2008
 Time: 10:16AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 11 of 12
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
21226 US OIL CO INC	656018	31100	13	04-103-000	2.90	FEDERAL LUST TAX
	656020	31100	13	04-103-000	5.31	FEDERAL LUST TAX
	Check Date 1/17/2008	Check Nbr	015510		Check Total:	8.21
21160 UW-FOX VALLEY	08-22076	31100	51	04-101-218	5,387.50	VIDEOTAPING CITY COUNCIL
		Check Date 1/17/2008	Check Nbr	015509	Check Total:	5,387.50
22190 TERRANCE K VAN HOOF	370550	31100	52	05-201-240	1,125.50	PAINTING/STATION 35
		Check Date 1/17/2008	Check Nbr	015511	Check Total:	1,125.50
23090 WATERBLAST EQUIPMENT LLC	9691	31731	54	10-149-300	298.00	SOAP PRESSURE WASHER
		Check Date 1/17/2008	Check Nbr	015512	Check Total:	298.00
23130 WAVERLY SANITARY DISTRICT	12182007	31100	55	07-202-225	39.11	BARKER FARM PARK PAVILION
	122707	31263	56	03-207-216	12.15	947 BERGAMONT CT
	122707	31263	56	03-207-216	16.70	959 BERGAMONT CT
	Check Date 1/17/2008	Check Nbr	015513	Check Total:	67.96	
23152 WE ENERGIES	122707	31100	55	07-202-223	9.28	NORTH ST
	122707	31100	55	07-202-223	8.35	NORTH ST
		31100	53	09-102-224	421.27	HEALTH DEPT
		31100	55	07-202-223	34.29	CONSERVANCY
	Check Date 1/17/2008	Check Nbr	015514	Check Total:	473.19	
23215 WIL-KIL PEST CONTROL	1224790	31100	55	07-202-240	8.50	COMMERCIAL CONTRACT
		Check Date 1/17/2008	Check Nbr	015515	Check Total:	8.50
23270 WINNEBAGO CO REGISTER OF DEEDS	RD100940	31100	56	03-202-216	34.00	CSM 6153/ARENDAL INC
		Check Date 1/17/2008	Check Nbr	015517	Check Total:	34.00

Date: Thursday, January 17, 2008
 Time: 10:16AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 12 of 12
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23250 WINNEBAGO COUNTY CLERK OF COUR	011008	31100	21	04-229-000	185.00	BOND
	011008	31100	21	04-229-000	135.00	BOND
	011408	31100	21	04-229-000	200.00	BOND
	011408	31100	21	04-229-000	292.00	BOND
Check Date	1/17/2008	Check Nbr	015516	Check Total:	812.00	
23275 WINNEBAGO COUNTY TREASURER	121907	31100	54	10-121-822	122,740.00	COUNTY ROAD AP
	LF112961	31100	54	10-304-250	7,063.81	DEC LANDFILL
	LF112961	31100	54	10-305-216	2,122.98	DEC LANDFILL
	LF112961	31266	54	10-307-216	1,218.80	DEC LANDFILL
	LF113045	31266	54	10-309-216	1,443.00	111 APPLIANCES @13.00
Check Date	1/17/2008	Check Nbr	015518	Check Total:	134,588.59	
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	1/17/2008	Check Nbr	015519	Check Total:	1,469.31	
23545 WORLDWIDE INFORMATION INC	INV0168338	31100	52	08-101-216	114.00	VEHICLE REGISTRATION INFO
	INV0168246	31100	52	08-101-216	164.00	DRIVERS LICENSE INFO
Check Date	1/17/2008	Check Nbr	015520	Check Total:	278.00	
Grand Total:					204,460.67	



STREET USE APPLICATION

Sponsored by: American Legion 152
 Responsible Person: Michael E Taylor
 Address: 545 Broad Street
Menasha, WI, 54952
 Phone: 920 725-5380

Street Use Date: 5/26/08
 Start Time: 8:00 a.m. Lineup
 End Time: 10:30
 Number of Units: 100

Street Route: (Attach Map)
 Description of Use

Start 2nd & Milwaukee To Main, West on Main To Tayco, South on Tayco. Continue on To Washington into the City of Neenah on N. Commercial St.

LIABILITY INSURANCE HAS BEEN SECURED IN THE AMOUNT OF \$ 1,000,000 WITH **THE CITY OF MENASHA NAMED AS ADDITIONAL INSURED:**

Insurance Company Colony National Policy No. AR16360147A
 (Attached is a copy of the insurance certificate). Genesis Indemnity - 2XB300938E

NOTE TO EVENTS PLANNING TO USE CITY PARKS AND/OR GREENSPACE: Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

DATE: 1-14-08 APPLICANT'S SIGNATURE: Michael E Taylor Vice Commander American Legion Post #152

 TO BE COMPLETED BY CITY STAFF

SCHEDULED PARK & RECREATION BOARD REVIEW DATE: _____

NOT REQUIRED: _____ APPROVED: _____ DENIED: _____

SCHEDULED COMMON COUNCIL REVIEW DATE: 1/21/08

APPROVED: _____ DENIED: _____

APPROVAL:

Police Dept. [Signature]

Fire Dept. [Signature]

Public Works Dept. [Signature]

City Attorney [Signature]

jsB - see below

City sponsored event - City not needed to be name an additional insured.

PARADE ENDS →



MEMORIAL DAY PARADE ROUTE

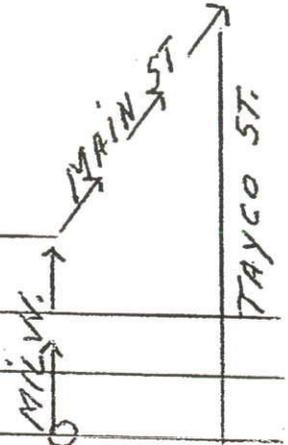
MAY 26th. 2008

NEENAH



MENASHA

8:00 AM
WATER
FRONT
SERVICE



PARADE START 9:00 AM

CHANGE ORDER NO. CO-1450701B-01 DATE December 13, 2007

KAEMPFER & ASSOCIATES, INC. PROJECT: WASTEWATER COLLECTION SYSTEM
Consulting Engineers REHABILITATION IMPROVEMENTS PHASE 3
Post Office Box 150 OWNER: CITY OF MENASHA
650 East Jackson Street 140 Main Street
Oconto Falls, WI 54154 Menasha, WI 54952

OWNER'S PROJECT NO.: _____ ENGINEER'S PROJECT NO.: E145-05.11

CONTRACTOR: NATIONAL POWER RODDING CORPORATION CONTRACT DATE: November 15, 2007
COMPLETION DATE: May 22, 2008
REVISED COMPLETION DATE: June 30, 2008

ADDRESS: 2500 W. Arthington Street
Chicago, Illinois 60612-4108

CONTRACT: E145-07-01B, Sanitary Sewer Rehabilitation

You are directed to make the changes noted below in the above contract and this Change Order becomes a part of your contract, subject to all the conditions thereof;

NATURE OF CHANGE: The Contractor is granted a 39-day time extension. Due to weather conditions, this time extension will allow them to perform their services within their contract time.

ADDITIONAL NUMBER OF CONTRACT DAYS PROVIDED BY THIS CHANGE ORDER: 39 DAYS

Enclosures: National Power Rodding Corp. letter dated December 6, 2007.

The changes result in the following adjustment of Contract Price:

Contract Price Prior to this Change Order	\$150,459.73
Net (Increase/Decrease) Resulting from this Change Order	\$ 0.00
Current Price, including this Change Order	\$150,459.73

The above changes are approved:

FOR THE ENGINEER: By: Taryn S. Nall Date: 1/2/08
Taryn S. Nall, P.E.

FOR THE OWNER: By: _____ Date: _____
Mark Radtke, P.E., Director of Public Works

The above changes are accepted:

FOR THE CONTRACTOR: NATIONAL POWER RODDING CORPORATION
By: Harold Kosova Date: 12/18/07
Harold Kosova, President



NATIONAL POWER RODDING CORP.

Specializing in today's needs for environmental protection.

2500 W. Arthington Street • Chicago, IL 60612-4108 • (312) 666-7700 • Fax (312) 666-5810

December 6, 2007

Taryn S. Nall, P.E.
Kaempfer & Associates, Inc.
650 E. Jackson
P.O. Box 150
Oconto Falls, WI 54154

DEC 07 2007

KAEMPFER & ASSOCIATES

RE: City of Menasha
Wastewater Collection System Rehabilitation Improvements – Phase 3
Contract E145-07-01B – Sanitary Sewer Rehabilitation
NRPC Job #MEN102-1

Dear Mr. Nall:

We have reviewed the various services we need to perform within this contract. Due to the weather, we are requesting an extension of time to June 30, 2008.

Thank you for your consideration.

Sincerely,

Harold Kosova
President

CHANGE ORDER NO. CO-1450701D-01 DATE December 17, 2007

KAEMPFER & ASSOCIATES, INC. PROJECT: WASTEWATER COLLECTION SYSTEM
 Consulting Engineers REHABILITATION IMPROVEMENTS PHASE 3
 Post Office Box 150 OWNER: CITY OF MENASHA
 650 East Jackson Street 140 Main Street
 Oconto Falls, WI 54154 Menasha, WI 54952

OWNER'S PROJECT NO.: _____ ENGINEER'S PROJECT NO.: E145-05.11

CONTRACTOR: INFRASTRUCTURE CONTRACT DATE: November 12, 2007
 TECHNOLOGIES, INC. COMPLETION DATE: November 30, 2008
 ADDRESS: 6268 Oak Run Road
 Rhinelander, Wisconsin 54501
 CONTRACT: E145-07-01D, Sanitary Manhole Lining

You are directed to make the changes noted below in the above contract and this Change Order becomes a part of your contract, subject to all the conditions thereof;

NATURE OF CHANGE: Change the type of manhole chimney seal to optimize use of chimney seals and pavement restoration for future planned street projects.

ADDITIONAL NUMBER OF CONTRACT DAYS PROVIDED BY THIS CHANGE ORDER: 0 DAYS
 Enclosures: Change Order Summary Table and Infrastructure Technologies, Inc. letter dated December 11, 2007.

The changes result in the following adjustment of Contract Price:

Contract Price Prior to this Change Order	\$312,491.00
Net (Increase /Decrease) Resulting from this Change Order	(\$ 5,760.00)
Current Price, including this Change Order	\$306,731.57

The above changes are approved:

FOR THE ENGINEER: By: Taryn S. Nall Date: 1/2/08
 Taryn S. Nall, P.E.

FOR THE OWNER: By: _____ Date: _____
 Mark Radtke, P.E., Director of Public Works

The above changes are accepted:

FOR THE CONTRACTOR: INFRASTRUCTURE TECHNOLOGIES, INC.

By: Matt Huston Date: 12-21-07
 Matt Huston, Project Manager

SUMMARY TABLE

Delete the following items:

Item No.	Description	Unit Price	Total Cost
Contract E145-07-01D - Sanitary Manhole Lining			
6D	26 each urethane chimney seal	\$210.00	\$5,460.00
7D	14 each butyl and urethane chimney seal	\$260.00	\$3,640.00
9D	30 each provide temporary concrete pavement restoration in place of permanent concrete restoration at manhole	\$50.00	\$1,500.00
Total Deductions to CO-1450701D-01			\$10,600.00

Add the following items:

Item No.	Description	Unit Price	Total Cost
Contract E145-07-01D - Sanitary Manhole Lining			
5D	13 each internal/external manhole chimney seal	\$280.00	\$3,640.00
8D	24 each butyl chimney seal	\$50.00	\$1,200.00
Total Additions to CO-1450701D-01			\$4,840.00
Total Deductions			-\$10,600.00
Total Additions			\$4,840.00
Total Cost for CO-1450701D-01			-\$5,760.00

December 11, 2007

Infratech

Infrastructure Technologies, Inc.

21040 Commerce Boulevard
Rogers, MN 55374-9341
www.infratechcatalog.com

Phone 763/428-6488 • Fax 763/428-6489

Mr. Mark Radtke
Director of Public Works
City of Menasha
140 Main Street
Menash, WI 54952

Dear Mark:

Infratech is pleased to offer a discount with respect to manhole locations identified by the city as needing only temporary surface restoration. As we discussed at the pre-construction meeting, Infratech will place a three inch thick non-reinforced pavement patch in lieu of our standard nine inch thick reinforced permanent patch at those locations. The temporary surfaces will be poured either with our standard nine bag surface mix or with left over seven bag wall mix when available. Although some cracking may occur, we feel the temporary surface should provide a couple years of service life.

Our per location discount is itemized including labor and material as follows:

- 1) Deduct .30 cu/yds concrete @ \$98.00/yd.....\$29.40
(includes fuel surcharge & heating charges)
 - 2) Deduct 14 lineal feet #4 reinforcing rod @ \$0.28/lf.....\$3.92
 - 3) Deduct 5 minutes of labor @ \$200.00/hr.....\$16.67
(time saved not pouring/placing .30cu/yds above, finishing time is the same)
- Total.....\$50.00

Mark, please call me if you have any questions or concerns.

Respectfully,



Matt Huston
Infrastructure Technologies, Inc.
(888) 289-1163 Rhinelander (Toll Free)

CC: Taryn Nall, Kaempfer & Associates

MONTHLY STATEMENT OF UNIT PRICE CONTRACT AMOUNT

Request for: Partial Payment No. PR-1450701D-01 Date: January 14, 2008
(Partial/Final)

Project: Wastewater Collection System Rehabilitation Improvements, Phase 3

Owner: City of Menasha

Contractor: Infrastructure Technologies, Inc. E145-05.11

Original Contract Amount as Bid:	\$312,491.00
*(ADD)(DEDUCT) by Revised Quantities:	\$0.00
*Amount Added by Change Order:	\$0.00
*Amount Deducted by Change Order:	\$0.00
TOTAL CONTRACT THIS DATE:	\$312,491.00
Value of Work Completed to Date:	\$34,719.34
Less <u>5</u> Per Cent Retainable:	(\$1,735.97)
Net Total:	\$32,983.37

Project on Schedule: _____ YES _____ NO _____ 11 % Complete

Record of Previous Payments:

1	_____	6	_____	11	_____
2	_____	7	_____	12	_____
3	_____	8	_____	13	_____
4	_____	9	_____	14	_____
5	_____	10	_____	15	_____

Amount Previously Paid: _____ \$0.00

AMOUNT DUE THIS REQUEST: _____ \$32,983.37

This is to certify that, in accordance with the terms of the Contract, the Contractor is entitled to a payment in the amount requested.

Engineer's Approval for Payment

BY: Taryn S. Nall
Taryn S. Nall, P.E.
KAEMPFER & ASSOCIATES, INC.

Owner's Approval for Payment

BY: _____
Mark Radtke, P.E., Dir. of Public Works
CITY OF MENASHA

* See Unit Price Contract Spreadsheet

Unit Price Contract												
PROJECT: Wastewater Collection System Rehabilitation Improvements Phase 3												
OWNER: City of Menasha												
CONTRACTOR: Infrastructure Technologies, Inc.												
January 3, 2008												
ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	BID QTY.	BID TOTAL	PREVIOUSLY REQUESTED		CURRENT REQUEST		REVISED * QUANTITY	TOTAL	ADD (+) DEDUCT (-)
						QTY.	TOTAL	QTY.	TOTAL			
1D	Manhole concrete lining	VF	\$226.00	972	\$219,672.00	0.00	\$0.00	101.59	\$22,959.34	101.59	\$22,959.34	-\$196,712.66
2D	Sanitary sewer pipe connection	EA	\$75.00	268	\$20,100.00	0	\$0.00	28	\$2,100.00	28	\$2,100.00	-\$18,000.00
3D	Manhole flow channel construction to springline	EA	\$367.00	72	\$26,424.00	0	\$0.00	25	\$9,175.00	25	\$9,175.00	-\$17,249.00
4D	Manhole flow channel construction to 1-inch above crown of pipe	EA	\$580.00	39	\$22,620.00	0	\$0.00	1	\$580.00	1	\$580.00	-\$22,040.00
5D	Internal/external manhole chimney seal	EA	\$280.00	31	\$8,680.00	0	\$0.00	1	\$280.00	1	\$280.00	-\$8,400.00
6D	Urethane chimney seal	EA	\$210.00	31	\$6,510.00	0	\$0.00	0	\$0.00	0	\$0.00	-\$6,510.00
7D	Butyl and urethane chimney seal	EA	\$260.00	31	\$8,060.00	0	\$0.00	0	\$0.00	0	\$0.00	-\$8,060.00
8D	Butyl chimney seal	EA	\$50.00	18	\$900.00	0	\$0.00	2	\$100.00	2	\$100.00	-\$800.00
	Alternative bid item 1D for lining Manhole 614	EA	-\$475.00	1	-\$475.00	0	\$0.00	1	-\$475.00	1	-\$475.00	\$0.00
TOTAL, PART D ITEMS 1D THROUGH 8D					\$312,491.00		\$0.00		\$34,719.34		\$34,719.34	-\$277,771.66

K:\E\450511\PR\INFRATECH\PR#1



Menasha

January 16, 2008

Board of Public Works
City of Menasha
Menasha, WI 54952

RE: Recommendation to Reconstruct First Street from Manitowoc Street to Ice Street

Members of the Board:

The 2008 Budget (Account # 000-54121-822, see attached) includes First Street from Manitowoc Street to Ice Street as a street to be pulverized and resurfaced by Department of Public Works crews. During our preliminary field work for this project, we discovered the street condition is somewhat marginal for a resurfacing type improvement due to some poor sections of curb and gutter, and indications of insufficient base strength, given the type of surface cracking occurring.

Because of this concern, we dug some test holes along First Street to determine the amount and condition of base material. We found the condition of the material to be mostly satisfactory, but the amount (thickness) of material is insufficient to adequately support an overlay that should provide 12-15 years of service.

The 2008 Budget identifies First Street from DePere Street to Manitowoc Street as a reconstruction project due to previous overlays, pavement deterioration and curb condition. It is my recommendation that the reconstruction project be extended to include that segment of First Street from Manitowoc Street to Ice Street for the reasons expressed above. The estimated cost for the added work is \$105,000.

In order to accommodate this revision, I recommend delaying the reconstruction of Appleton Street from First Street to Appleton Street until a future budget year. The combination of eliminating Appleton Street (\$75,000) and including budgeted funds for First Street from Manitowoc to Ice (\$37,000) will cover the additional estimated cost of \$105,000. If there are sufficient remaining funds, the DPW crews could pulverize and resurface the block of Appleton Street from Broad Street to First Street which is in need of such per our street condition rating report.

Plans for the reconstruction project will be presented at an upcoming Board of Public Works meeting.

Sincerely,

Mark Radtke, P.E.
Director of Public Works

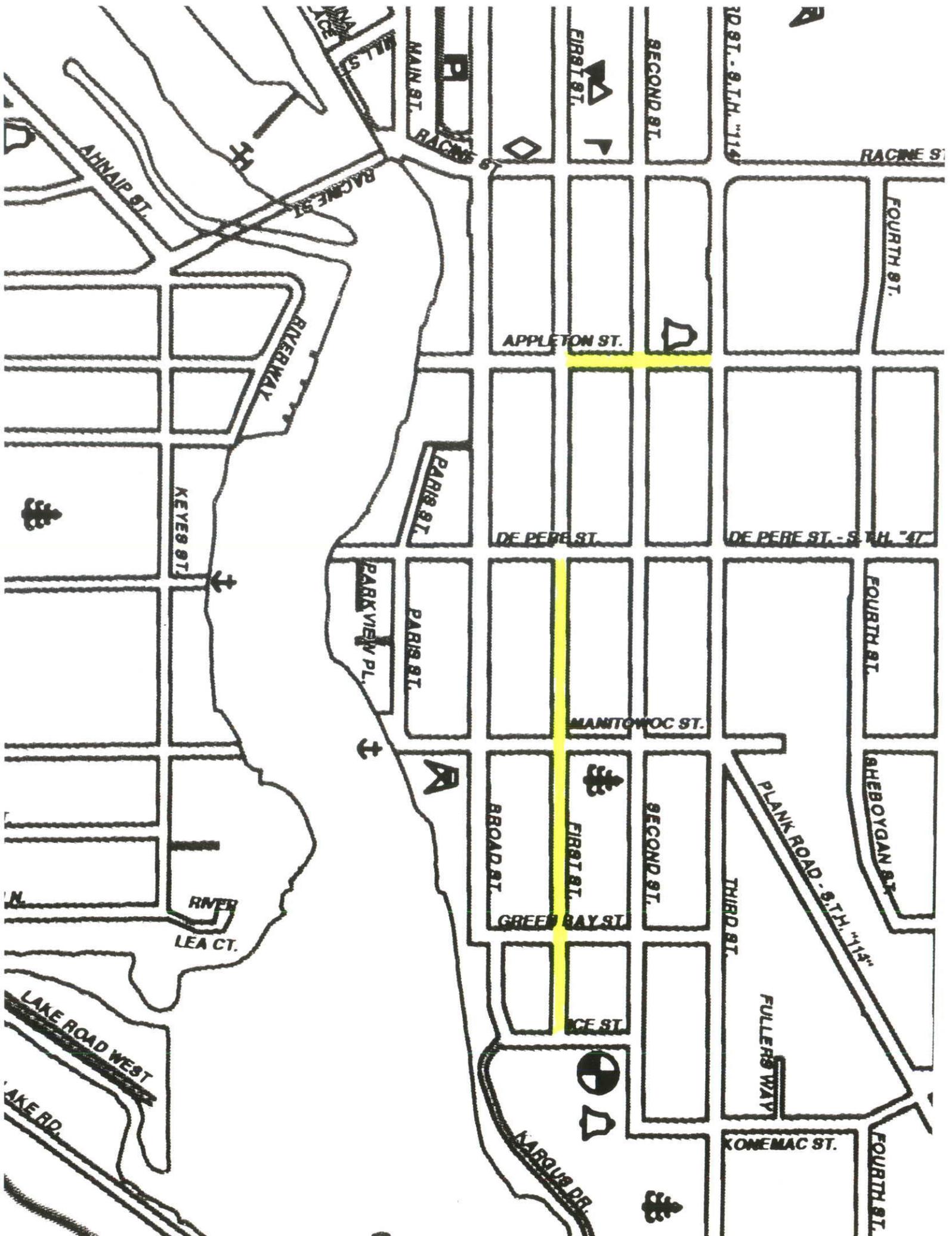
Attachment

M:\word\BPW report re 1st St reconst 1-16-08.doc

CITY OF MENASHA

2008 BUDGET DETAIL - CAPITAL

		BUDGET NAME	PREPARED BY
		Repl of Streets/Alleys	Mark Radtke
		BUDGET NUMBER	DATE
		000-54121-000	10/10/2007
<u>CAPITAL (DETAIL EACH REQUEST (SUB ACCOUNT # 991))</u>		DEPT HEAD REQUEST	MAYOR RECOMMEND
NEW STREET CONSTRUCTION			
	Northridge Manor II (Final asphalt pavement/concrete curb and gutter)* \$170,000	0.00	0.00
	Lake Park Heights (Final asphalt pavement/concrete curb and gutter) *\$337,000	0.00	0.00
	Morgan Taylor Court (Final asphalt pavement/concrete curb and gutter)* \$34,500	0.00	0.00
	*Recommend use of borrowed funds	\$0.00	\$0.00
	TOTAL		
STREET RECONSTRUCTION/REHABILITATION			
	Third Street, Tayco Street to Manitowoc Street (WisDOT) - Set aside funds for street enhancements including colored crosswalks/terraces and island landscaping	118500.00	0.00
	Pacific Street, Eighth Street to Ninth Street; pulverize and asphalt resurface by DPW (materials cost only)	22000.00	22000.00
	Chute Street, Lush Street to Tayco Street; pulverize and asphalt resurface by DPW (materials cost only)	26000.00	26000.00
	Eighth Street, Tayco St. to Pacific St.; pulverize and asphalt resurface by DPW (materials cost only)	27000.00	27000.00
	Fourth Street, Konemac St. to East End; pulverize and asphalt resurface by DPW (materials cost only)	29000.00	29000.00
	Konemac Street, Third St. to Plank Rd.; pulverize and asphalt resurface by DPW (materials cost only)	27000.00	27000.00
	Green Bay Street, Broad St. to Third St.; pulverize and asphalt resurface by DPW (materials cost only)	30000.00	30000.00
	First Street, Manitowoc St. to Ice St.; pulverize and asphalt resurface by DPW (materials cost only)	37000.00	37000.00
	First Street, Depere St. to Manitowoc St.; total reconstruction	90000.00	90000.00
	Appleton Street, First St. to Third St.; total reconstruction	75000.00	75000.00
	TOTAL	\$481,500.00	\$363,000.00
TOTAL CAPITAL & REQUEST/RECOMMEND		\$481,500.00	\$363,000.00



RESOLUTION R-1-08

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WISCONSIN STATUTES

Introduced by Alderman

RESOLVED, by the Common Council of the City of Menasha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its powers under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property within the following described area for benefits conferred upon such property by improvement of the following:

A. Improvements

1. Concrete Curb & Gutter Construction
2. 4" Asphaltic Concrete Pavement Construction
3. Various Associated Items

B. Location of Improvements

1. Lake Park Heights Subdivision
2. Northridge Manor II Subdivision
3. Walker Subdivision

2. The total amount assessed against such improvements shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under the police power, and the amount assessed against each parcel shall be on a cost per front foot, area, or unit cost basis.

3. That the assessment against any parcel shall be paid in accordance with Section 3-2-14 of the Menasha Municipal Code.

4. The Board of Public Works is directed to compile a report consisting of:

- A. Plans and Specifications of said improvements
- B. A summary of the allotted cost of the said improvements
- C. A schedule of proposed assessments showing the properties which are benefited by the improvement

Upon completing such report, the Board of Public Works is directed to file a copy thereof in the City Clerk's Office for public inspection.

5. Upon receiving the report of the Board of Public Works, the City Clerk is directed to give notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes. The hearing shall be held in the Council Chambers at the City Hall at a time set by the City Clerk in accordance with Section 66.0703(7)(a), Wisconsin Statutes.

6. The notice and hearing requirements under paragraph 5 do not apply if they are waived, in writing, by all the owners of property affected by the special assessment, as specified in Section 66.0703(7)(b), Wisconsin Statutes.

Passed and approved this 21st day of January, 2008.

Joseph F. Laux, Mayor

Attest: _____
Deborah A. Galeazzi, City Clerk